

PACIFIC GAS AND ELECTRIC COMPANY

PGE

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

January 22, 1982

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Company proposes to amend the Flextime Guidelines for the Comptroller's Department, Accounts Payable Section, Swing Shift, by establishing core hours. Also included are understandings reached through the resolution of Fact Finding Grievance Nos. 1670-80-243 and 1744-80-317 as they relate to qualifying for a meal under the provisions of 16.2(a) when an employee works overtime on his "short day" and the application of double time, respectively.

If you are in accord with the foregoing and the attachments and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company. If you are not in accord, as provided in the current Flextime Agreement, this letter will serve as notice that the Flextime Agreement for Accounts Payable Second Shift will be cancelled 30 days from the above date.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *J. W. Donbright*
Manager of Industrial Relations

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

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

Feb 1, 1982

By *Jack McNally*
Business Manager

SWING SHIFT, ACCOUNTS PAYABLE
FLEXTIME GUIDELINES

1. **Hours:** Normal hours for the Swing Shift in Accounts Payable are from 4:00 p.m. to 1:00 a.m.
2. **Core Time:** All employees are expected to be at work between the hours of 5:30 p.m. and 11:30 p.m.
3. **Coverage Requirements:** If the normal application of flextime does not meet the minimum coverage needs of the unit, Company shall endeavor to obtain voluntary coverage; if voluntary coverage is not available, employees will be assigned work hours on the basis of qualifications. The persons so assigned by Company will have the least Company seniority of those considered. In no event shall those assigned hours be outside the normal hours shown in number 1 above.
4. **Work Time:** Time will be accumulated weekly for each employee. The workweek is 37½ hours recorded work time. A rest period of 15 minutes will be made available for each employee during the first and second half of their work period. At least a 30 minute lunch period must be taken each workday at the midpoint of their work period. Rest periods and lunch periods, regardless of their duration, shall not be "clocked". Employees will clock out to move cars.
5. **Accumulated Work Time:** No employees shall be permitted to accumulate more than eight straight time hours in any one workday nor more than 37½ hours in a workweek.
6. **Report Time:** Employees who are unable to report for work that day shall notify their supervisor of the reasons thereof no later than 4:00 p.m. Swing Shift. Inability to meet this reporting procedure will be excused only on showing of reasonable cause. Failure to report for work will be excused only for a justifiable reason.
7. **Exceptions:** Exceptions to the foregoing flextime provisions may occur when time off is granted on special days and for those day shift employees who signify their intent to attend religious services on Good Friday (or an equivalent religious holiday). On these days, all such employees will be designated to report for work at the normal hours of the shift.
8. **Meals:** As provided in Section 16.2(a) of the Clerical Agreement, employees will be entitled to a Company paid meal after working one hour and 7½ minutes beyond normal quitting time. For the purposes of this Agreement, the employee must be paid for at least a total of 9-1/4 hours before qualifying for a meal. Further, if on an employee's short day it is known that overtime will be worked, the employee will be instructed to take a 30 minute break prior to beginning the overtime assignment, if that employee did not take a 30 minute break at some point earlier in the shift.

This Agreement may be amended at any time by agreement between the Company and the Union, and it may be cancelled by either party by 30 days' prior written notice.

MEMO OF DISPOSITION

Fact Finding No. 1670-80-243
Grievance No. 22-158-80-27

Based on the facts contained in the LIC Joint Statement of Facts, the provisions of Title 16 and the existing Flextime Agreement covering Disbursement Accounting, the Fact Finding Committee determined the following:

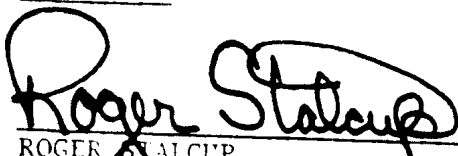
The Flextime Agreement allows employees to start work from 7:00 to 9:00 AM and leave work from 3:30 to 5:00 PM. Except that an employee may work a short day (5½ hours) on any day of the week they choose. The standard flextime work hours are 7½ hours per day and 37½ hours per week. For pay purposes, the 7½ and 37½ hours are equivalent to 8 and 40 hours respectively.

Under the provisions of 16.2a an employee is not entitled to a meal until more than 1 hour after regular (7½ hours) quitting time. Under the provisions of 16.1, if the Company prevents an employee from observing their usual and customary meal practices, the Company is obligated to provide said employee with a meal at the Company's expense.

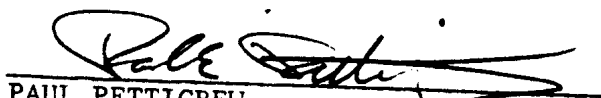
Under the provisions of 16.2a there was no contractual violation. However, as an equity settlement the Committee agreed that those employees identified who worked straight through without taking a 30 minute break at midpoint in the work day, shall be compensated at the appropriate overtime rate for ½ hour, and that in the future, employees shall be instructed by their supervisor to take a 30 minute break before starting overtime work. In the event a supervisor does not instruct and/or allow an employee to take the 30 minute break, the Company will be liable to pay the employee for ½ hour at the overtime rate.

FOR UNION

FOR COMPANY



ROGER STALCUP
Assistant Business Manager



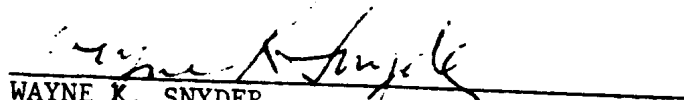
PAUL PETTIGREW
Industrial Relations Representative

Date 9/2/81

Date 8-28-81



DOROTHY FORTIER
Union Representative



WAYNE K. SNYDER
Personnel Supervisor

Date 9-8-81

Date 9/8/81

MEMORANDUM OF DISPOSITION

V.P. & COMPTROLLER'S GRIEVANCE NO. 22-170-80-39
FACT FINDING COMMITTEE FILE NO. 1744-80-317

The Fact Finding Committee met on December 10, 1980. Those in attendance were Mr. R. W. Stalcup, Assistant Business Manager, Local Union 1245; Dorothy Fortier, Business Representative, Local Union 1245; W. K. Snyder, Supervisor, Personnel and Paul E. Pettigrew, Industrial Relations Representative.

The question raised in this grievance was the application of the double time rate of pay for emergency callouts when employees are called in prior to beginning their regular flextime shift. The Flextime Agreement, dated February 6, 1980, allows for the swing shift to start work anytime between 2:30 p.m. and 4:00 p.m. The Company's position was that anytime between 2:30 p.m. and 4:00 p.m. is within the employee's regular work hours and that swing shift employees are, therefore, not entitled to double time pay in an emergency callout after 2:30 p.m. The Union's position was that the double time rate should be paid up until the time the employee would normally start work which, of course, varies by employee in a flextime arrangement. The additional issue in this case would be the entitlement to meals, which relates to the amount of time that an employee is called in prior to his/her regular work hours.

In an effort to resolve this grievance, the Committee agreed that questions of emergency overtime entitlement, as raised in this case, be answered by determining the employee's original static second-shift hours prior to going on flextime. Then use the start of those former regular work hours to resolve issues raised under Section 12.2.(c) of the Clerical Contract. Further, the Committee also recommends that the Flextime Agreement be revised either to reflect this approach or to outline other alternatives to resolve the issue raised in this grievance. Further, the application of the meals provisions of the Clerical Agreement will also be made on the basis of the employee's former regular static hours of work.

On the basis of the above, this case is considered closed.

Roger Stalcup
R. W. STALCUP, Union Member

concur/~~dissent~~

11-20-81
(Date)

D. Fortier

D. FORTIER, Union Member

concur/~~dissent~~

11-27-81
(Date)

Paul E. Pettigrew
P. E. PETTIGREW, Company Member

concur/~~dissent~~

11-18-81
(Date)

W.K. Snyder
W. K. SNYDER, Company Member

concur/~~dissent~~

11-15-81
(Date)