

LETTER AGREEMENT NO. R1-93-89-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 201 MISSION STREET, ROOM 1513A MAIL CODE P15A P.O. BOX 770000 SAN FRANCISCO, CALIFORNIA 94177 (415) 973-3425 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (510) 933-6060

RONALD L. BAILEY, MANAGER OR DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

November 30, 1993

Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P.O. Box 4790 Walnut Creek, CA 94598

Attention: Mr. Jack McNally

Gentlemen:

The Company and Union agreed in Letter Agreement 78-35 to establish flextime and the "banking of breaks" for most bargaining unit employees in the Comptroller's Department. The employees covered by the 1978 letter agreement are currently in the Controller's Department and Customer Billing Department (identified as Customer Accounting in the Clerical Agreement).

1. Cancellation of Current Flextime Agreement

In accordance with Letter Agreement 78-35, Company is providing the Union 30 days notice to cancel flextime in the Revenue and Control Section and Billing Section of the Customer Billing Department. Company proposes that the flextime provisions continue unchanged in the Controller's Department.

Company's intent in canceling flextime in the Revenue and Control Sections and Billing Section is to eliminate the "banking of breaks."

2. Establishment of New Flextime Hours

Company proposes to establish the following flexible work schedules on Monday, January 3, 1994, in the Revenue and Control Section and Billing Section.

Revenue and Control Section

Start Time <u>Lunch</u> <u>Ending Time</u>

7 - 8:30 a.m. 30 minutes, 1 hour 3:30 - 5:30 p.m.

Billing Section

Start Time <u>Lunch</u> <u>Ending Time</u>

7 - 9:00 a.m. 30 minutes, 1 hour 3:30 - 6:00 p.m.

3. Selection of Flex Bands

Employees will select a one hour time band within the start times shown above for their flex window. Employees may select time bands of 7:00 a.m. - 8:00 a.m., 7:30 a.m. - 8:30 a.m., or 8:00 a.m. - 9:00 a.m. (Billing Section only). Employees will have the daily flexibility to report at anytime during the one hour time band selected. Employees may change the one hour time band they selected by providing their supervisor prior notification one week in advance.

Employees will select a lunch period of 30 minutes or 1 hour as shown above. Employees will observe the same lunch time and break times on a regular basis, however they may request a different lunch time or break time when necessary and such requests will normally be allowed if coverage requirements can be met.

Those employees who are unable to report for work shall notify their supervisor of the reasons therefore no later than 8:00 a.m. of that morning.

The following is an example of this work schedule practice:

Employee selects: Starting Time Band: 7:30 a.m. - 8:30 a.m.

Lunch: 12:00 - 12:30 p.m.

Example:

The employee's actual starting time is 7:45 a.m. The employee observes lunch from 12:00 - 12:30 p.m. The employee's ending time would be 4:15 p.m.

4. 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 7:00 a.m. to 5:00 p.m. workday.

5. Exceptions

Exceptions to the foregoing flextime provisions may occur when time off is granted on special days and for those who signify their intent to attend religious services on Good Friday or equivalent religious holidays. On these days, all such employees will be designated to report for work by 8:00 a.m.

6. Cancellation Clause

This agreement may be amended at any time by agreement between Company and Union, and it may be canceled by either party upon 30 days prior written notice.

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 & ELECTRIC COMPANY

By: Director and Chief Negotiator

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

-tan 7 , 1993

Business Manager