PACIFIC GAS AND ELECTRIC COMPANY

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October 18, 1988

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:

Pursuant to Section 202.16 of the Physical Agreement, Company proposes to replace Letter of Agreement R4-86-168-PGE, which established a 12-hour shift test period for Operations employees at East Geysers Power Plant, with a permanent 12-hour shift agreement. This specific agreement will be in accordance with the generic 12-hour shift agreement (R2-86-89-PGE) with the exception of the areas noted below.

1. PERMANENT ESTABLISHMENT OF SHIFTS

A joint Company-Union presentation will be made to affected employees prior to conducting an employee vote.

2. SHIFT SCHEDULE

A copy of the 12-hour shift schedule is included as Attachment 1. There will be no Relief Shift Employees utilized.

3. WAGES

- (a) Existing relief classifications will be integrated into the 12-hour schedule eliminating the relief classification. A payroll change tag shall be submitted for all affected employees indicating this is a permanent assignment.
- (b) Company reserves the right to send employees home four hours early during any 48-hour week worked if operating conditions permit. Overtime reduction will be equally distributed among all employees assigned to a specific watch schedule on a yearly basis. Employees who are sent home early during a workday on their 48-hour workweek and later take six hours or more of personal business with permission and without pay that week will be paid for the four hours they were sent home early.

- (c) In a 48-hour workweek employees will receive four hours' overtime pay and up to eight hours' overtime pay at the time-and-one-half rate as described below:
- (d) Four hours of overtime in a 48-hour week will be referred to as Code X overtime and will be paid at time-and-one-half the adjusted hourly rate. The adjusted hourly rate will be determined by multiplying the current hourly rate by a factor of .97561, which is determined by dividing 80 hours, the number of compensable hours in a current two-week cycle, by 82 hours [36 + 40 + (4 x 1.5)], the number of hours of compensation an employee will receive for 80 hours worked in the new schedule. The other four hours of overtime in a 48-hour week will be considered Code 1 overtime and paid at time-and-one-half the wage rate listed in Exhibit X. All paid time off in the 48-hour week will not reduce the Code X overtime entitlement.
- (e) All hours in excess of 36 hours in the 36-hour week and 44 hours in the 48-hour week will be considered Code 1 overtime as listed in Exhibit X.
- (f) Revised wage rates for each classification will continue to be determined as they were during the 1987 test period using the formula shown in Attachment 2.
- (g) An example of the current and revised pay practice using 1987 pay rates is shown below.
 - o Two-Week Pay Period with 8-Hour Shifts

Sr. Control Operator working 84 hours in two weeks:

Two Weeks Pay

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= (S.C.O. Weekly Rate) (2 weeks) + (S.C.O. Weekly Rate - 40 hrs) (4 hrs) (1.5 OT rate) = (770.00) (2) + (770.00 - 40) (6) = $1655.50
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o Two-Week Pay Period with 12-Hour Shifts

Sr. Control Operator working 84 hours in two weeks:

Two Weeks Pay

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= (Revised S.C.O. Weekly Rate - 40 hrs) (36 hrs) + (Revised S.C.O. Weekly Rate - 40 hrs) (46 hrs) + (Original S.C.O. Weekly Rate - 40 hrs) (6 hrs) = (751.22 - 40) (36) + (751.22 - 40) (46) + (770.00 - 40) (6) = $1655.00
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4. SHIFT PREMIUM

To facilitate easy record keeping, employees who begin their day or night shift on Sunday will receive the Sunday Shift Premium for 12 hours.

5. VACATIONS

Vacations will normally be scheduled by consecutive work days. Forty-four hours of vacation will be charged when scheduling four consecutive vacation days in a 48-hour workweek.

6. PAID TIME OFF

Paid time off in daily increments shall normally be charged on the 12-hour basis. However, on the fourth scheduled day in a 48-hour workweek employees shall be charged eight hours unless they have already been paid eight hours on another day in that workweek.

7. SCHOOLS

Employees attending 40-hour schools will receive 40 hours' pay if they were normally scheduled to work a 36-hour workweek or 44 hours' pay if they were normally scheduled to work a 48-hour workweek during the week they attended school. The hourly rate of pay for the 40-hour week will be based on the total number of hours worked in the two week pay period.

8. JURY DUTY/EMPLOYEES TESTIFYING AS COMPANY WITNESSES AS OUTLINED IN SUBSECTIONS 101.11 (a) AND (b) OF THE PHYSICAL AGREEMENT

- (a) Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury duty service.
- (b) Employees scheduled to start and continue on jury duty for two days or more during Week 1 or 2 of the 12-hour shift schedule shown on Attachment 1 will assume the jury duty schedule shown on Attachment 3. Employees shall notify their supervisor at the end of the first day of their jury duty status. If an employee is required to report on Monday of Week No. 2, the employee shall assume the jury duty schedule for Week No. 2.
- (c) Employees scheduled to start jury duty during Week 3 of the 12-hour shift schedule will assume the Week 3 jury duty schedule.
- (d) Employees scheduled to start jury duty on Week 4 of the 12-hour shift schedule will follow their normal schedule.

- (e) Employees assuming the jury duty schedule will follow that schedule to the end of the workweek after being released from jury duty.
- (f) Employees scheduled for jury duty or to testify as a Company witness on a scheduled workday will be credited with 12 hours worked, but they shall not be credited with more than 44 hours in a 48-hour workweek.
- (g) If an employee is released in either case, the employee shall return to work on the day shift if there are at least four hours remaining prior to the end of the day shift.

9. 8-HOUR SHIFT SCHEDULES (RELIEF CLASSIFICATIONS)

In the event the 8-hour shift schedule is reestablished, certain Relief Classifications will be established. The Company will determine its requirements and such positions will be filled in accordance with Title 205 of the Company/Union Physical Agreement and the Relief Shift Agreement.

This agreement will continue in force until such time either party gives the other 90 days' notice of cancellation.

If you are in accord with the foregoing and attachments 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

Managar of Industrial Polations

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

, 1988

Business Manager

TWELVE HOUR SHIFT SCHEDULE

- o Two Shifts/day (0700 1900 and 1900 0700)
- o Rotating Shifts
- o Sunday Saturday Schedule
- o 4 Week Cycle

	<u>Su</u>	Ħ	<u>Tu</u>	Ä	<u>Th</u>	<u>F</u>	Sa		
Week 1	•	0	0	0	N	N	N	36	hrs
Week 2	N	0	0	0	D	D	D	48	hrs
Week 3	0	N	N	. N	0	•	0	36	hrs
Week 4	D	D	D	D	0	0	0	48	hrs
								168	hrs

o = off

D = day shift

N = night shift

SAR:gf (1/12/87)

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[.] Hired 1/1/83 and after

^{**} H1red 12/31/82 and before

INDIVIDUAL WATCH & DAY OFF SCHEDULE 1987

SCHEDULE NO. 1987

WORK WEEK SUN SAL VORK LOOK N. FICETS STARTING As Day OFF Ds LAYS
Shift Starts On Eay Indicated 중요공 Eā STATION 5 5 ß 12 Rour Shift Schedule SUPERMBOR'S COMMENTS! OCCUPATION 3 Ø 5 * R R = **MME** 3

POWEN OEMERANDON (11979)

JURY DUTY SCHEDULE

	SUN	MON	TUE	WED	THURS	FRI	SAT	
WEEK 1	0	0	0	D	D	D	0	36 HRS
WEEK 2	Ο	D	0	D	D	D	0	44 HRS
WEEK 3	0	D	D	D	0	0	0	36 HRS
WEEK 4	0	D	D	D	D	0	0	44 HRS
TOTAL								160 HRS