

## PACIFIC GAS AND ELECTRIC COMPANY

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

November 8, 1985

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:

This letter cancels and supercedes our letter of agreement R2-85-109 dated October 30, 1985. In order to provide a consistent application to various 12-hour-day shift schedules that Company and Union may adopt for test purposes in the Department of Pipe Line Operations, and pursuant to Section 202.16 of the Physical Agreement, Company proposes to establish, for a period of one year, the following provisions to be applicable to such schedules:

Wages

An employee will be paid at the wage rate established for his classification.

Overtime

- (a) General: Overtime will be paid in accordance with the provisions of Sections 208.1 and 208.2, except that for the purposes of this agreement item (b) under Section 208.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.
- (b) Distribution of Overtime Assignments: Company shall call the employee who is on days off and who, when last assigned to work, was on the same shift as that in which the overtime is required, provided the employee can be reached.
- (c) Second Day Off: The time worked in excess of eight hours on the employee's second, fourth and sixth scheduled days off, counting from the end of the basic workweek, shall be paid at the rate of two times the employee's straight rate of pay, provided such employee has performed work on the first, third or fifth scheduled days off.
- (d) Rest Periods: An employee's entitlement to a rest period shall be determined by Section 208.11 amended to provide a rest period following eight hours' work in the 16 hours immediately preceding the beginning of the employee's regular hours on a workday.

Sick Leave, Vacation and Holidays

An employee's total entitlement, in each of the above categories, will be converted to hours. A workday will consist of 12 hours and the employee who is off work for any of the above reasons will be charged for 12 hours of use in the appropriate category and paid on the basis of the applicable wage rate for the classification. Bonus vacation days shall also be converted to hours and such time must be taken in the year granted. Any hours of entitlement less than 12 may be carried over to the next calendar year with the above exception. Sick leave, vacation, and holidays will be subject to the following conditions:

- (a) Sick Leave: Sick leave shall be charged by the hour in any increments on any single day except 11. Employees using more than ten hours' sick leave on a given day must use a full 12 hours for that day.
- (b) Vacation: An employee may be granted partial vacation days in increments of four hours, and otherwise in accordance with Section 112.12 of the Physical Agreement.
- (c) Holidays: The six fixed holidays will be determined by vote of the employees. A simple majority will be sufficient to establish those to be observed. Two floating holidays will be observed in the manner provided in Section 103.3 of the Physical Agreement. Employees transferring into a headquarters with 12-hour-workweek schedule classifications shall be granted either the number of hours of holiday time remaining unused during the year in their previous schedule or the amount of holiday hours remaining in the headquarters schedule, whichever is greater. Employees transferring out of a center with 12-hour-workweek schedule classifications shall be granted either the number of holiday hours, including in-lieu of holidays, remaining unused, or the number of holidays remaining in the schedule into which they transfer, whichever is greater. In either case above, holiday hours constituting less than one full day shall be purchased by the Company. Upon implementation of this schedule, covered employees shall be granted holidays equivalent to the number of hours of unused holiday time remaining, rounding up to the next closest 12-hour day.

Jury Duty and Funeral Leave

Time off for one of the above reasons, which occurs on a regularly scheduled workday, will result in the employee being credited with 12 hours worked, for pay purposes. Where an employee on the night shift is called for jury duty, such employee shall be rescheduled to the day shift, pursuant to Subsection 101.10(a) of the Physical Agreement. An employee called as a witness, per Subsection 101.11(a), shall be credited with 12 hours' pay for such day at the appropriate rate of pay. If the 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.

Meals and Rest Periods

Two meal periods, a minimum of 30 minutes each, at intervals of approximately four hours, will be provided as well as three 10-minute (net) rest breaks during each 12-hour work period. Shift employees shall be permitted to eat their meals during work hours and shall not be allowed additional time therefor at Company expense.

Shift Premium

No shift premium will be paid for the day shift. The night shift will receive a shift premium based on 12 hours at the third-shift premium. For the purposes of the eight hours overtime contained within the normal 48-hour work-week, the overtime multiplier shall not be applied to the shift premium.

Benefits

All benefits which are currently based on an employee's base rate of pay will continue to be so determined. Benefits which are currently based on an employee's actual earnings will continue to be so determined.

Relief Shift Employees

The Labor Agreement Clarification of Titles 202, 205, and 208 for the utilization of relief shift employees shall be amended as follows for the duration of experiments for shifts of other than eight hours:

Section C.3(c) shall provide for the following sequence for filling vacant shifts whenever a relief shift employee is not available:

- (1) Call in the shift employee who is on his "long change" (the operator who will be called is the operator who has the most days off on his non-workdays).
- (2) Call in the shift employee on his non-workdays who is scheduled to return to work on the same shift that is vacant.
- (3) Call in the shift employee on his non-workdays who previously worked the same shift that is vacant.
- (4) Assign the relief employee who worked the previous shift, thereby requiring him to work 24 consecutive hours.
- (5) Assign the employee who worked the previous shift, thereby requiring him to work 24 consecutive hours.

In the event Item 4 or 5 above is utilized, and the employee is also scheduled to work the following shift which would require him to work 36 consecutive hours, he shall be released after 24 consecutive hours and paid for the following shift not worked.

The Labor Agreement Clarification of Titles 202 and 208 for the hours of relief shift employees shall be amended as follows:

Section A shall provide that the regular scheduled workdays may be changed by agreement between Union and Company; however, when the relief shift employee's regular schedule provides for a 12-hour shift, the hours of the shift shall be the same as the hours of the regular 12-hour-day shift.

Section B, Item 1 shall provide that the first watch in a 24-hour day period will be the day shift.

Section B, Items 2 and 4 shall be amended to allow employees utilized to cover a vacant shift and who are also scheduled to work a following shift, that would require such employees to work 20 or more hours in a 24-hour period, shall be excused from working the shift, but shall, nevertheless, be paid for the shift.

Section D, Item 1 shall be amended to delete the word "consecutive" from the third sentence.

Section D, Item 2 will be neither applicable nor utilized under this agreement.

Cancellation

Either Company or Union may terminate this agreement at the expiration of 30 calendar days following receipt by either party of such notice of intent.

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 W. W. Foubright  
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

Jan 24, 1985

By Jack [Signature]  
Business Manager