

## PACIFIC GAS AND ELECTRIC COMPANY

PGE



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

April 25, 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:

Pursuant to Subsection 10.7(b) of the Clerical Agreement, Company proposes to establish, on a six-month trial basis, a 12-hour day shift schedule at the Fairfield Computer Center per the attached schedule.

Such a shift schedule change will cause many administrative problems, some of which we propose to handle as follows:

#### Wages

An employee will be paid on the basis of the attached wage schedule. The wage rates shown are for a 40-hour reference rate, the 12-hour shift wage scale and pay rates earned during a 36-hour week schedule and a 48-hour week schedule, not including any shift premiums. The eight scheduled hours exceeding 40 in a 48-hour work week will be paid at time and one-half times the straight time rate for that week. An employee who is off for a full day without pay shall be docked for 12 hours at the rate of pay he/she would normally have received on that day.

#### Overtime

a) General: Except as provided above for the fourth scheduled workday, no overtime shall be paid for less than 12 hours' work per day. Time worked in excess of 12 hours on any day will be paid at two times the hourly rate for a 40-hour week. Work on an additional day during a 36 or 48-hour scheduled work week will be paid at one and one-half times or two times the hourly 40-hour reference rate in accordance with Sections 12.1 and 12.2 of the Clerical Agreement.

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, sixth and eighth 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, fifth or seventh days scheduled days off.

d) Rest Periods: An employee's entitlement to a rest period shall be determined by Section 12.10 amended to provide a rest period following eight hours' work in the 16 hours immediately preceding the beginning of the employee's regular work hours on a workday.

#### Sick Leave, Vacation and Holidays

An employee's total entitlements, in each of the above categories, will be converted to hours. A workday will consist of 12 consecutive 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 the employee is scheduled to work. 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 accordance with Section 7.6 of the Labor Agreement.

b) Vacation: An employee may be granted partial vacation days in increments of four hours, and otherwise in accordance with Section 8.12 of the Clerical 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 14.3 of the Clerical Agreement. Employees transferring into Fairfield 12-hour work week 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 Fairfield schedule, whichever is greater. Employees transferring out of Fairfield 12-hour work week 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 6.10(a) of the Clerical Agreement. An employee called as a witness, per Subsection 6.11(b), 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 Premium

A shift premium for the day shift will be calculated by multiplying the current swing shift premium by four hours. The night shift will receive a shift premium based on four hours' swing shift and eight hours' graveyard 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 based on the employee's reference rate. Benefits which are currently based on an employee's actual earnings will continue to be so determined.

#### Initial Establishment of Shifts and Exchange of Shifts

Following a vote of the employees, conducted by the Union requiring a 75 percent affirmative vote, to elect to work 12-hour shifts, Company shall implement 12-hour shifts on June 2, 1985. Company will allow each employee to elect the shift they will work and with whom they will work on the basis of service. Company shall establish the number and make up of each shift. The existing shift preference Agreement will be utilized to fill subsequent vacancies on the two shifts. Employees may trade shifts, with the approval of their supervisors, provided such change does not result in an unbalanced shift with respect to trained employees needed to carry out the work of the shift. Such exchange will not cause Company to pay overtime to any employee.

Company and Union will meet, at Union's request, to discuss and attempt to resolve hardship issues.

The regular hours of the shifts involved are 6:30 a.m. to 6:30 p.m. for the day shift and 6:30 p.m. to 6:30 a.m. for the night shift.

Following the six-month trial period, the employees will vote on the continuance of the 12-hour shift, as provided by the rules set forth by the Industrial Welfare Commission for use with the four-day ten-hour workweek. Future votes will be taken every 12 months thereafter.

April 25, 1985

Should this trial period prove successful, this agreement will continue in force until such time as either party gives the other 30 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

By A. W. Barbour  
Manager of Industrial Relations

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

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

May 14, 1985

By Jack McHenry  
Business Manager

FAIRFIELD COMPUTER OPERATIONS

12 HOUR SHIFT WAGE SCALE

CODE	CLASSIFICATION	PROGRESSION	40 HR. REFER. RATE	12 HR. SHIFT RATE	36 HR. WEEK PAY	48 HR. WEEK PAY
2879	Senior Computer Operator	Start End 6 mos.	\$ 627.55 641.20	\$ 607.31 620.52	\$ 546.58 558.46	\$ 789.50 806.67
2779	Computer Operator I-A	(3)Start (3)End 6 Mos.	642.00 673.90	621.29 652.16	559.16 586.95	807.68 847.81
2878	Computer Operator I	Start End 6 mos. End 1 yr. End 18 mos. (1)End 2 yrs.	560.00 573.40 586.80 600.75 614.40	541.94 554.90 567.87 581.37 594.58	487.74 499.41 511.08 523.23 535.12	704.52 721.37 738.23 755.78 772.95
2778	Computer Operator I-B		627.55	607.31	546.58	789.50
2877	Computer Operator II	Start End 6 mos. End 1 yr. End 18 mos. End 2 yrs. End 30 mos.	459.85 486.20 501.00 515.75 530.55 545.55	445.02 470.52 484.84 499.11 513.44 527.95	400.51 423.46 436.35 449.20 462.09 475.16	578.52 611.67 630.29 648.85 667.47 686.34
2875	Computer Operator III	Start End 6 mos. End 1 yr. End 18 mos. End 2 yrs. End 30 mos.	* 328.95 * 353.50 * 378.95 * 393.10 * 406.95 ** 433.35 *** 459.85	318.34 342.10 366.73 380.42 393.82 419.37 445.02	286.50 307.89 330.05 342.38 354.44 377.43 400.51	413.84 444.73 476.74 494.55 511.97 545.18 578.52
			Hired 12/31/82 or before			
		Start End 6 mos. End 1 yrs. End 18 mos. End 2 yrs. End 30 mos.	* 351.10 * 365.00 * 378.95 * 393.10 * 406.95 ** 433.35 *** 459.85	339.77 353.23 366.73 380.42 393.82 419.37 445.02	305.80 317.90 330.05 342.38 354.44 377.43 400.51	441.71 459.19 476.74 494.55 511.97 545.18 578.52

\*Hiring rates based upon experience

\*\*Top rate of pay for Computer Operator III

\*\*\*Classification & Wage rate for personnel who transfer or bid into classification from wage rate greater than the 30-month step.

(1) Considered as top rate for bidding purposes.

(3) Incumbent Console Operators only at prior wage rates of \$616.10 and \$642.20 respectively.

COMPUTER OPERATIONS  
FAIRFIELD COMPUTER CENTER  
PROPOSED  
12-HOUR/DAY SCHEDULE

I. SENIOR OPERATORS (4):

See Attachment III

II. COMPUTER OPERATORS I - II - III

<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>	<u>HOURS</u>
W	W	W	O	O	O	O	36
O	O	O	O	W	W	W	36
O	O	W	W	W	W	O	48
O	W	W	W	O	O	O	36
O	O	O	O	W	W	W	36
O	W	W	W	W	O	O	48

COMPUTER OPERATIONS  
FAIRFIELD COMPUTER CENTER

PROPOSED  
12-HOUR TEAMS

DAY SCHEDULE (0630 - 1830):

D1 Tello - Doty	<u>SENIORS:</u>
D2 Nitake - Buensalido	Lewis
D3 Giger - Meagher	Jose
D4 Turk - Soldevila	
D5 Yates - Hinds	
D6 Chao - Agtual	

NIGHT SCHEDULE\*(1830 - 0630):

N1 Juarez	<u>SENIORS:</u>
N2 Hunt - Pierce	Penrose
N3 Ghiya	(Future)
N4 Eseed - (Future)	
N5 Spencer	
N6 Dialogo - (Future)	

\*Each shift crew will rotate each week to the next shift in order. (D1 through D6 and N1 through N6)

OPERATORS	21
SENIORS	<u>4</u>
TOTAL	25

COMPUTER OPERATIONSFAIRFIELD.COMPUTER CENTERPROPOSED12-HOUR/DAY SCHEDULE - SENIOR OPERATORS

<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
*	1/3	1/3	1/3	2/4	2/4	2/4
2/4	1/3	1/3	1/3	2/4	2/4	2/4
1/3	1/3	1/3	1/3	2/4	2/4	2/4
*	2/4	2/4	2/4	1/3	1/3	1/3
2/4	2/4	2/4	2/4	1/3	1/3	1/3
1/3	2/4	2/4	2/4	1/3	1/3	1/3

SENIOR OPERATORS

1. Linda Lewis
2. Adelaida Jose
3. Larry Penrose
4. Future

\* = Upgrade to Senior Operator if qualified Operator working.