



**Pacific Gas and
Electric Company**

LETTER AGREEMENT NO. 19-20-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE
SUITE 130
WALNUT CREEK, CA 94598
925.974.4461
MATTHEW LEVY
DIRECTOR

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
707.452.2700
TOM DALZELL
BUSINESS MANAGER

July 12, 2019

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

In an ongoing effort to enhance employee engagement and identify methods to reduce unscheduled absences within the Billing Operations Exceptions department located at the Stockton Regional Center (3136 Boeing Way, Stockton), the Company proposes to implement a flex scheduling pilot in accordance with Section 10.10 of the Clerical agreement.

The success of the implemented flex scheduling will be determined by 1) increased employee engagement measured by positive feedback related to flex scheduling options, and 2) attendance improvement over the course of the pilot as compared to the same operating period for 2018.

The flex scheduling pilot will be in place from August 1, 2019, through the end of the first quarter 2020. During the pilot, on a minimum of a bi-monthly basis, the parties will discuss the pilot's progress toward meeting the desired outcomes. Prior to the conclusion of the pilot, the parties will determine if the pilot met the objectives, and may consider extending flex scheduling beyond the pilot period based on operating needs. If agreement is reached to continue flex schedules beyond the pilot period, the parties will meet to discuss and make any needed changes to the program guidelines.

Hours of Operation

Billing Operations hours of operation will be 6:30 a.m. – 5:00 p.m. for purposes of this pilot only.

Flex Guidelines

- 1) Flex scheduling will apply to both full-time and part-time clerical employees.
- 2) Employees scheduled for training *will not* be allowed to flex their schedules on scheduled training days.
- 3) Employees will not use flex scheduling routinely to avoid working their regularly assigned shift.
- 4) Employees may flex their schedules *no more* than five (5) days in a calendar month.
- 5) Employees shall not use flex scheduling in conjunction with approved time off except in emergency situations (See #7(a) below).
- 6) When flexing their schedule, employees are expected to fulfill their entire shift (eight hours Full-time (FT)/seven hours Part-time (PT)).

- 7) Employees are responsible for managing the amount of flex time used to ensure compliance with the frequency guidelines as stated in #4 above.
 - a) The Company recognizes occasionally unforeseen events occur that are outside of the employees' control. Employees may use unscheduled time off in conjunction with a flex schedule change only in emergency situations, not to exceed two (2) occasions during any calendar month. Employees exceeding this limit, will be prohibited from flexing their schedules for a period of 60 calendar days.
 - b) If an employee demonstrates abuse of flex scheduling, the Company maintains the right to eliminate the employee from utilizing flex scheduling for the duration of the pilot. The Union Business Representative will be notified in such instances.
- 8) Situations outside of the intent of these guidelines will be reviewed on a case-by-case basis and addressed by the appropriate level of Company and Union representatives.
- 9) The option for employees to engage in shift swaps, with supervisor approval, as outlined in Section V of the Labor Agreement Clarification, Clerical Agreement, Title 10 Hours of Work, shall not be utilized in conjunction with the flex pilot.

Flex Scheduling

- Employees will maintain their current assigned regular shift during the pilot.
- Employees may flex their start-time forward or backward in 30-minute increments within the department's regular hours of operation as described above.
- Employees will have the option to add one (unpaid) hour to their scheduled lunch period in order to attend mid-day appointments. Employees utilizing this option will still be required to work a full eight-hour schedule (FT) or seven-hour schedule (PT). The parties recognize that on days when overtime is offered, employees who utilize flex may have reduced overtime availability for that day.
- Employees are responsible to work with their supervisor to adjust the start time of their lunch period in accordance with California law. All lunch periods shall start no later than 4-5 hours after the start of the adjusted shift.

Flex Schedule Examples

Regular Scheduled Shift	AM Break	Lunch	PM Break	Flex Options (in conjunction with Lunch)	Shift Option 1	Shift Option 2	Shift Option 3	Shift Option 4	Shift Option 5	Shift Option 6
7:00-3:30	9:30	11:30	2:30	Employees are eligible to flex 30min pre/post their lunch period	6:30-3:00	N/A	7:30-4:00	8:00-4:30	8:30-5:00	N/A
8:00-4:30	10:00	12:00	3:30	Employees are eligible to flex 30min pre/post their lunch period	6:30-3:00	7:00-3:30	7:30-4:00	N/A	8:30-5:00	N/A
9:00-3:30	11:30	1:00	3:00	Employees are eligible to flex 30min pre/post their lunch period	6:30-2:00	7:00-2:30	7:30-3:00	8:00-3:30	8:30-4:00	9:30-5:00

