



LETTER AGREEMENT LA 23-27-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
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MATTHEW LEVY
SENIOR 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
BOB DEAN
BUSINESS MANAGER

June 26, 2023

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

Dear Mr. Dean:

The Company and IBEW Local 1245 agree to modify Title 12 of the Clerical Agreement to include Title 12.12 - Three Week Limit. This provision is currently provided for in the Physical Agreement under Sections 208.23 and 308.15.

TITLE 12.12 THREE WEEK LIMIT

Except where a hazard to life or property exists, employees will not be required to work more than three consecutive weeks without having two consecutive days off. In the application of this Section, if a regularly established shift begins on one workday and ends on the next, it will count as one day toward the three week limit.

(a) The terms and provisions of this Section shall be applicable to all employees described in Section 2.2.

(b) This Section means that, except for the three exceptions noted below, there is an absolute prohibition against requiring an employee to work more than three consecutive weeks without having two consecutive days off. There is no penalty provided for a violation of the provisions of this Section since the ban is absolute.

If an employee has performed work on 21 straight days, the employee must be granted the next two days off. If the next two days off occur on regular workdays for that employee, such employee shall, nonetheless, be granted the days off at the straight-time rate of pay.

(c) Employees may work beyond the 21 consecutive day limit only under the following conditions:

(1) Any work situation involving an immediate hazard to life or property. This does not include situations limited to a loss of money or revenue only.

(2) Employees voluntarily working emergency overtime.

If an employee is called out for emergency duty and declines to respond because of having worked 21 straight days, the employee shall be excused with no penalty.

(3) Any prearranged work where it is clear that the assignment to such work is voluntary on the part of the concerned employee.

(d) "Day" as used in this Section 12.12 refers to calendar day.

For the purposes of this Section 12.12, the time of day when a work period occurs or the length of any given work period is immaterial. If any work is performed on a given day (except as noted below), such day shall be included in the accumulation of 21 straight days.

"Work" as used in this Section 12.12 is defined as time for which an employee is paid while actively working at such employee's assigned job. This definition does not include travel time, time paid for a meal after dismissal from work and prearranged overtime cancellation payments when the employee has not reported for work. Nor does it include shifts which overlap calendar days by a period of one hour or less.

(1) Any non-workday or holiday on which an employee is not regularly scheduled to work, where an employee volunteers for overtime work (see (c)(2) and (3) above) shall not be included in the determination of 21 straight days, and such days will count as days off whether or not the employee works. (Application of this Section will be made to other regular workdays where employee does not work, e.g., jury duty, etc.)

(2) (a) One day off during the first seven consecutive days worked shall constitute a break in the 21-day accumulation.

(b) One day off after seven consecutive days of work shall not constitute a break in the 21-day accumulation; however, such a day off shall not be counted as a day of work. The count towards 21 consecutive days shall continue upon the employee's return to work. For example, if an employee who has worked 13 consecutive days takes a single day off, the day such employee returned to work shall be the 14th day towards the accumulation of 21 consecutive days.

(3) Successive workweeks of six days worked and one day off are permissible with no requirement of granting two consecutive days off.

This proposal has been discussed with Senior Assistant Business Manager Bryan Carroll.

If you agree, 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: Matthew Levy
Matthew Levy
Senior Director

The Union is in agreement.

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

Jun 27, 2023 _____, 2023

By: Bob Dean
Bob Dean
Business Manager