



LETTER AGREEMENT NO. 93-97-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
201 MISSION STREET, ROOM 1513A
MAIL CODE P15A
P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-3425

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060

RONALD L. BAILEY, MANAGER OR
DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR

JACK McNALLY, BUSINESS MANAGER

November 2, 1993

Superseded by LA 24-34

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally

Gentlemen:

In order to provide a permanent and consistent approach to nine-hour, nine-day schedules, Company proposes, pursuant to Subsections 202.16(b), 302.7(e)(2), and 10.7(b) of the Physical and Clerical Agreements, that the following provisions be applicable to all such schedules implemented after the date of signature of this Agreement. This agreement supersedes Letter Agreements 92-111, 90-235, 90-9 and 91-167.

1. Initial Establishment of Shifts

(a) Shift schedules for specific locations will be established through local letters of agreement, to be signed by Union's local Business Representative and Company's local Human Resources representative. Each local agreement will include the following information:

- location and department involved
- those employees and classifications affected
- start and stop dates
- applicable work schedules for involved employees

- (b) The number of employees working at a location shall not be reduced due to the establishment of a nine-hour, nine-day schedule unless otherwise agreed to by the Union.
- (c) Any local agreement not conforming to the guidelines in 1(a) and 1(b) above will be considered invalid, with the affected employees to be returned immediately to the schedule in effect immediately previous to the implementation of the invalid agreement. Company will be liable for any pay adjustments made necessary by the invalidation of a local 9-hour schedule agreement for all hours worked outside of the valid work schedule.
- (d) When local nine-hour schedules are instituted, appropriate arrangements will be made in accordance with Letter of Agreement 88-62-PGE and the procedures established by the Joint Committee for the regular tracking and reporting of cost and productivity factors associated with these schedules.
- (e) Copies of all such productivity/expense reports as described in 1(d) above shall be forwarded to Company's Industrial Relations Department in San Francisco and Union's Walnut Creek headquarters.

2. Schedule

The "Nine-80" schedule is based on a two workweek cycle.

Week 1: Four nine-hour days, one eight-hour day: 44 hours
 Week 2: Four nine-hour days, one day off: 36 hours

Example

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Week 1	X	9	9	9	9	8	X
Week 2	X	9	9	9	9	X	X
Repeat Week 1							
Repeat Week 2							

In this example, every other Friday is a non-scheduled day. The non-scheduled day off will be the same day every other week. For some employees, every other Monday would be a non-scheduled day. Time card employees must turn in a time card on scheduled days off using an "X" in the hour column with "Regular Day Off" in the description column.

Schedules may be established using the 44/36-hour workweek cycle with other designated non-scheduled and non-workdays, provided such days are consecutive.

3. **Meals**

Lunch period will normally be four and one-half hours after start. However, consistent with Section 202.4, and 302.5 the regular lunch period may be advanced or delayed up to one-half hour by the supervisor without the payment of overtime.

4. **Overtime Meals**

Overtime meals shall be in accordance with Title 104 and 16. An employee who works more than one half hour beyond normal work hours on a nine-hour workweek will be entitled to the overtime meal provided they worked more than five hours since the last meal.

5. **Wages**

Each individual agreement shall establish adjusted wage rates that provide the same compensation during any cycle equivalent to the current compensation for 40-hour workweeks for the same number of weeks.

6. **Overtime**

(a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at appropriate rate.

(b) General: Overtime will be paid in accordance with the provisions of Sections 208.1, 208.2, 308.1, 308.2, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both 208.1, 308.1 and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.

7. **Upgrades**

In the "Schedule" example, the normal practice shall prevail Monday through Thursday. On Fridays, upgrades will be made among all personnel working the same hours.

8. Sick Leave, Vacation Holidays, Jury Duty and Funeral Leave

Sick leave, jury duty, funeral leave and vacation will be converted to hours. An employee who is off for either with be charged for eight or nine hours, (as appropriate for the individual's schedule), subject to the following conditions:

- (a) Sick Leave - Employees shall be charged in increments of one hour.
- (b) Vacation - An employee, upon returning to the regular eight-hour workday, may elect: to have Company purchase any remaining fractions of less than four hours vacation for clerical or a day's vacation for physical; or may elect to take a full day off and be paid only for that amount of fractional vacation allowance due. Employees remaining on eight/nine hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year.
- (c) Holidays - Eight or nine hours' pay will be paid for holidays. The provisions of Sections 103.6 and 14.6 shall apply to holidays on an employee's non-workday (utilizing the eight/nine hour credit as applied in Item No. 2 above).

For schedules which begin or continue into a new calendar year, eight or nine hours pay will be paid for the following holidays (depending on the employee's work schedule and date of holiday):

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
Washington's Birthday	Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Floating Holiday	

Employees are entitled to 104 hours of holiday pay, which is equivalent to 13 eight-hour holidays. In an eight-hour pay schedule the holidays are split into ten fixed and three floating, for a nine hour schedule it would be as follows:

10 Fixed Holidays X 9 hours = 90
1 Floating Holiday X 9 hours = 9

99 Hours
5 Hours Back Pay

The Company proposes as in Letter Agreement R1-92-111 to allow an employee who has secured eight or more hours of back pay the option of converting the hours to a second floating holiday. The Company will purchase any remaining hours of fractional holiday pay each year.

Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

9. **Disciplinary Layoffs**

Under Positive Discipline, the Company will provide either paid nine-hour or eight-hour Decision Making Leaves depending on the individual's schedule.

10. **Inclement Weather**

Where appropriate in Section 303.2 and 303.3, four-and-a-half hours shall be substituted for four hours, and nine hours for eight.

11. **Training Classes**

If an employee will work more or less than 80 hours inclusive of non-productive time (vacation, sick leave, jury duty, etc.) in a pay period as a result of attending a Training Class the Company may adjust the employees schedule at the beginning or end of the schedule. These schedule changes will be without the payment of overtime and will be on the non-work day in the workweek. The minimum for any adjustment will be four hours. The regular work days will be Monday through Friday and the regular work hours during a training week are provided from Titles 15.9, 201.12 and 302.5 of the Agreement

12. **Cancellation**

Either the Union or Company reserves the right to return to eight hour shift schedules by giving 30 days written notice at the local level. The nine hour shift schedule will be discontinued upon completion of the schedule's cycle.

Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and Union's Business Manager.

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 & ELECTRIC COMPANY

By: 
Director and Chief Negotiator

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

Nov 30, 1993

By: 
Business Manager