

(R/W # 2085 - 2065)

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211

July 14, 1975

Local Union No. 1245
 International Brotherhood of
 Electrical Workers, AFL-CIO
 P. O. Box 4790
 Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

This letter and its attachment cancels and supersedes our letters of March 21, 1975 and May 27, 1975 to you on the same subject.

Attached is a clarification of Sections 208.23 and 308.15 of the Physical Agreement.

This clarification is a result of Ad Hoc negotiations between the parties arising from Review Committee File No. 1372. Since the issues in this Review Committee case are resolved for the future by application of provisions of this clarification, and it is impossible to apply the clarification retroactively, Company proposes that this case be closed without adjustment.

As with other clarifications, Company considers this clarification as a consultative approach for resolving problems arising in the administration and interpretation of the Agreement. It is, therefore, understood that in the event that a grievance relating to the provisions covered by this clarification is referred to arbitration, the specific language of the Agreement of September 1, 1952 shall govern.

Company further proposes that the attached clarification be effective August 1, 1975.

If you are in accord with the foregoing and the attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *J. W. Aubright*
 Manager of Industrial Relations

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

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

By *L. L. Mitchell*
 Business Manager

September 4, 1975

CLARIFICATION
SECTIONS 208.23 AND 308.15
PHYSICAL AGREEMENT

(Cross Reference: Title 212)

Sections 208.23 and 308.15 state:

"Except where a hazard to life or property exists, employees will not be required to work more than 3 consecutive weeks without having 2 consecutive days off."

Intent

These Sections mean that, except for the exception noted below, there is an absolute prohibition against requiring an employee to work more than 3 consecutive weeks without having 2 consecutive days off. There is no penalty provided in Sections 208.23 and 308.15 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 2 days off. If the next 2 days off occur on normal work days for that employee, he shall be, nonetheless, granted the days off at the straight time rate of pay.

Exception

Employees may work beyond the 21 consecutive day limit only in 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.

Determining 21 Straight Days

For purposes of Sections 208.23 and 308.15, it is immaterial when a work period occurs or the length of any given work period. If any work is performed on a given day, such day shall be included in the accumulation of 21 straight days.

1. a. One day off during the first 7 consecutive days worked shall constitute a break in the 21-day accumulation.
- b. One day off after 8 to 19 days of consecutive 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 10 consecutive days takes a single day off, the day such employee returns to work shall be the 11th day towards the accumulation of 21 consecutive days.
2. Successive workweeks of 6 days worked and 1 day off are permissible with no requirement of granting 2 successive days off.

Conflict with Title 212 and Sections 208.16 and 308.12

If an employee has volunteered to be available for either prearranged or emergency overtime in accordance with the provisions of Title 212 or Sections 208.16 or 308.12 and an assignment under any of these Sections would cause an employee to work more than 19 consecutive days as defined above, his name shall be removed from the "on call" list for the days in question and he shall not be charged with a "call out" nor shall the Company be charged with a "mistake" and accrue any liability for such time as he did not work.

I. Under the provisions of Sections 208.23 and 308.15, as clarified by the Letter of Agreement, the normal applications with respect to mandatory days off would be one of the following:

O O R R R R R X X R R R R R X X R R R R R O O R R R
 O O R R R R R X X R R R R R X X R R R R R X O P R R
 O O R R R R R X X R R R R R X X R R R R R X X P P R

II. Under the provisions for Determining 21 Straight Days the applications set forth in 1. a. would be:

7th day off

O O R R R R R X O R R R R R X X R R R R R X X R R R R R O O R R
 O O R R R R R X O R R R R R X X R R R R R X X R R R R R X O P R
 O O R R R R R X O R R R R R X X R R R R R X X R R R R R X X P P

6th day off

O O R R R R R R O X R R R R R X X R R R R R X X R R R R R O O R R
 O O R R R R R R O X R R R R R X X R R R R R X X R R R R R X O P R
 O O R R R R R R O X R R R R R X X R R R R R X X R R R R R P X X P P

1st to 5th day off

O O R R R O * R X X R R R R R X X R R R R R X X R R R R P O
 O O O * R R R R X X R R R R R X X R R R R R O O R
 O O O * R R R R X X R R R R R X X R R R R R X X P P

* Makes no difference whether the day off is with or without pay.

III. Under the provisions for Determining 21 Straight Days the applications set forth in 1. b. would be:

O O R R R R R X X R R R O * R X X R R R R R O O R R R
 O O R R R R R X X R R R O * R X X R R R R R X O P R R
 O O R R R R R X X R R R O * R X X R R R R R X X P P R
 O O R R R R R X X R R R O * R X X R R R R R X X R P P

* While the example shown here illustrates the example set forth in the Letter of Agreement the application would be the same for any day after 8 to 19 consecutive days of work. Makes no difference whether the day off is with or without pay. Could be a paid holiday or a day of sick leave with pay or a normal day off without pay.

R = Regular Work Day - X = Overtime Work Day

O = Regular Day Off = P = Day Off With Pay

CONFLICT WITH TITLE 212 and SECTIONS 208.16 and 308.12

If an employee is required to work 7 days a week, with the 3rd week end scheduled off, the Company has the right to remove from call out list for emergency overtime (title 212) or for prearranged work (Sections 208.16 or 308.12). If Company does not remove and works an employee on the 3rd week end, employee must be given regularly scheduled work day(s) off with pay. See I.above

If an employee is scheduled to work 7 days a week for 2 or more weeks Company has the right to remove from call out list for emergency overtime (title 212) or for prearranged work (Sections 208.16 or 308.12) on the weekend prior to such schedule. If Company does not remove and works an employee on both non work days (regardless of the time involved) must provide for 2 consecutive days off after 21 days worked. If Company only works the employee one of the two non work days then the provisions of 1. a. under Determining 21 Straight Days apply. See II.above

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
(1218 Boulevard Way) Box 4790, Walnut Creek, CA 94596 • (415) 933-6060

IBEW LOCAL UNION **1245**

L. L. MITCHELL, Business Manager

HOWARD DARINGTON, President

September 4, 1975

Mr. I. W. Bonbright
Manager of Industrial Relations
Pacific Gas and Electric Company
245 Market Street, Room 444
San Francisco, California 94106

Dear Mr. Bonbright:

Enclosed is signed copy of your letter dated July 14, 1975 regarding clarification of Sections 208.23 and 308.15 of the Physical Agreement.

This Letter Agreement is signed with the understanding that the ability of the Company to remove an employee from the "On Call" list established pursuant to the provisions of Title 212 or Sections 208.16 and 308.12 is limited to those situations where the employee has been prescheduled in advance to work two or more consecutive weekends. (LU # 2111)

Very truly yours,

L. L. Mitchell

L. L. Mitchell
Business Manager

LLM/rg
encl.

PGE
2111
9-4-75