

## PACIFIC GAS AND ELECTRIC COMPANY

PGE + 215 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 972-7000 • TWX 910-372-6587

October 27, 1988

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 Section 202.16 of the Physical Agreement, and as a result of a local Company-Union meeting pursuant to Letter Agreement R1-88-99-PGE, Company proposes to make permanent, subject to the cancellation clause contained below, the 12-hour shift schedule at Newark Substation due to expire on October 29, 1988. Company further proposes to alter the present agreement as follows.

#### WAGES

Exhibit 2 describes the wage schedule for System Operators and Operators in Training at Newark Substation. The pay conversion factor for this schedule is .952381 based on a six-week pay cycle of 240 total hours.

Eight hours of overtime in a 48-hour week will be considered code "X" overtime, and will be paid at time and one-half the adjusted hourly rate. The adjusted hourly rate is determined by multiplying the conversion factor times the current hourly rate.

All hours worked exceeding 24 hours in a 24-hour week, 36 hours in a 36-hour week, and 48 hours in a 48-hour week will be considered code 1 overtime and will be paid at the appropriate overtime rate pursuant to Title 208 at the wage rate listed in Exhibit X of the Agreement.

#### SHIFT SCHEDULE

Exhibit 1 outlines the 12-hour rotating shift schedule for Newark Substation. Relief employees shall be scheduled as outlined below. For this agreement, Paragraph 12(c)(2) of the generic agreement shall be altered as follows: Section B, Item 1 shall provide that the first watch in a 24-hour day period will be the night shift.

### RELIEF OPERATOR SCHEDULE

Relief Operators shall become eight-hour shift employees and their normal work schedule shall be Monday through Friday from 6 a.m. to 2 p.m. Consistent with the Relief Agreement, their workweek may be scheduled within the Sunday through Saturday workweek. When relieving an absent shift employee or when working their normal work schedule, Relief Operators shall be paid at the straight time rate for all work performed less than 12 hours in a continuous work period or 40 hours in a workweek. Relief Operators' normal eight-hour workday may be extended without advance notice if needed to provide full 12-hour shift coverage. No overtime shall be paid for such extension, subject to the limitations above. Company shall make a good faith effort to inform such employees as far in advance as possible of such extensions. Relief employees who have worked 40 hours in a workweek may be sent home for the remainder of the week, subject to relief or operational needs. All provisions of the Relief Agreement shall apply, except as noted above and amended below.

Should an employee call in sick or with an emergency time off request before 2 p.m. for the following shift, the Relief may be sent home for the remainder of the present shift rounded to the next hour and re-scheduled for the following shift. Short change shall be paid for any time worked in the following shift which overlaps the 12-hour period since the Operator was sent home.

The attached examples are intended to illustrate the Relief Operator scheduling provisions outlined above. However, they are not intended to be exhaustive or all inclusive.

### SCHEDULING

Due to the number of employees who may be on regular days off or long changes under the 12 hour shift schedule, an employee may be called out from home for prearranged overtime if the employee is given twenty-four hours' notice before the report time of such assignment. Such assignments shall be paid at the time and one-half rate, subject to the provisions of Title 208. If an employee cannot be contacted for such assignment, the employee shall not be charged for the overtime hours worked. Employees shall be called according to their position on the prearranged overtime list, with the lowest person being the first one called. The above positions shall apply to both additional work assignments and filling of vacant watches, pursuant to any provisions of the Relief Agreements, as amended. The above shall become effective the Monday following the signing of this agreement.

MEALS

Any meal which the Company is required to pay under subsection 104.12(c) shall be paid at \$14.00 per meal. Additionally, an employee shall be entitled to a time allowance of one-half hour for any such meal, to be paid at the appropriate overtime rate of pay, similar to Section 104.10. Upon filling a 12-hour shift on an emergency basis, an employee shall be entitled to two meals plus one-half hour allowance for each meal. If such employee is required to work past the normal 12-hour shift, such employee shall be entitled to a third meal and one-half hour allowance, and additional meals and half-hour allowances every four hours thereafter. The above shall become effective the Monday following the signing of this agreement.

JURY DUTY

Regular employees shall be allowed the necessary time off with pay for jury duty which occurs on their scheduled working days during the basic workweek. Twelve-hour employees shall be reassigned to the 12-hour day shift beginning on Monday and continuing for the number of days necessary to make up the number of hours the employee is normally scheduled to work that week.

Example:

	S	M	T	W	T	F	S	
48 HOURS:	D	D	X	X	X	N	N	(Normal 48-hour workweek)
	X	D	D	D	D	X	X	(Revised workweek)
36 HOURS:	X	X	X	D	D	D	X	(Normal 36-hour workweek)
	X	D	D	D	X	X	X	(Revised workweek)
24 HOURS:	N	N	X	X	X	X	X	(Normal 24-hour workweek)
	X	D	D	X	X	X	X	(Revised workweek)

RELIEF OPERATOR PAID TIME OFF

If assigned to a 12-hour shift schedule, Relief Operators who take paid time off shall be charged with the actual hours taken, i.e., if the Operator takes a floating holiday, the Operator shall be charged with eight hours floating holiday and four hours vacation. Any vacation hours remaining at the end of the year will be carried over into the next year. Relief Operators shall retain the nine fixed and three floating holidays assigned to eight-hour shift employees. Such holiday time shall not be converted to vacation time. The above shall be effective January 1, 1989.

SYSTEM OPERATOR PAID TIME OFF

System Operators shall have eight fixed 12-hour holidays, which shall take the place of the nine fixed and three floating holidays provided for in Title 103 of the Agreement. Such holiday time shall not be added to their vacation hours, but shall be taken as holiday time. The eight fixed holidays shall be as follows:

New Years Day (January 1)  
Washington's Birthday (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Thanksgiving Day (4th Thursday in November)  
Friday after Thanksgiving (According to 103.3)  
Christmas Day (December 25)

The above shall be effective January 1, 1989.

PAID TIME OFF

Due to the scheduling difficulties associated with the 12-hour shift schedule, Company shall not be required to grant paid time off to more than two Operators (Reliefs and Operators combined) at any one time. This provision shall apply to vacation, floating holidays, and in-lieu days. Company shall make a good faith effort to accommodate employees' requests for time off as practicable.

FILLING VACANT POSITIONS

Item 12 of the Generic 12-hour shift Agreement shall be amended as follows:

- A. If Company elects to fill a vacant position and relief shift employees are not available, other than by reassignment on the watch or the utilization of adjacent watch personnel, the following sequence shall be utilized:
1. Call in the shift employee on his or her non-workday who is scheduled to return to work on the same shift that is vacant.
  2. Call in the shift employee on his or her non-workdays who previously worked the same shift that is vacant.
  3. Call in the shift employee who is on his or her "long change" (the Operator who will be called is the Operator who has the most days' off on his or her non-workdays).
  4. Assign the employee who worked the previous shift while attempting the call-out of another employee.

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Company and Union recognize that for the 12-hour shift to work, Operators must make a good faith effort to be available to work when needed to fill vacant shifts.

SCHOOLS

Employees attending 40-hour schools will receive their normally scheduled workweek pay: either 24, 36, or 48 hours. Where possible, Company shall make a good faith effort not to schedule employees for 40-hour schools on their 24-hour workweeks.

OTHER

Operators in Training (OIT) will generally remain on their current eight-hour schedule. Should training require, Company may place them on the 12-hour shift schedule. Such change shall be implemented with at least one week's notice, and no overtime shall be incurred as a result of the change. However, such placements will be for an entire six-week schedule. When OIT's become Assistant Operators, they will be placed on the 12-hour schedule as their permanent schedule.

This schedule shall remain in effect unless either party gives the other at least 30 days' notice of cancellation prior to the end of the six-week work schedule cycle. Local Company and Union representatives shall meet as needed, and at least once each year to discuss the status of the 12-hour shifts and any problems or changes which may be required.

This proposal has been discussed with Bob Gibbs, Union Business Representative.

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 and attachments to the Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By Richard B. Baezel  
Manager of Industrial Relations

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

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

Dec 28, 1988

By Jack McKinley  
Business Manager

NEWARK SUBSTATION TWELVE HOUR SHIFT SCHEDULE

1. Day shifts (0600 to 1800) and Night shifts (1800 to 0600)
2. Rotating shifts
3. Sunday through Saturday Schedule
4. Six week cycle
5. One 24, two 36, and three 48 hour work weeks

SCHEDULE

	S	M	T	W	T	F	S	HOURS
Week 1	D	D	X	X	X	N	N	48
Week 2	N	N	X	X	X	X	X	24
Week 3	X	X	D	D	D	D	X	48
Week 4	X	X	N	N	N	X	X	36
Week 5	X	X	X	D	D	D	X	36
Week 6	X	D	D	D	X	X	D	48

TOTAL HOURS: 240

NEWARK SUBSTATION TWELVE HOUR SHIFT WAGE SCHEDULE

Existing Schedule and Wages:

Week	Hrs Wkd	S/T Pay Eqv.
1	40	40
2	40	40
3	40	40
4	40	40
5	40	40
6	40	40

Twelve Hour schedule and Wages

Week	Hrs Wkd	S/T Pay Eqv.
1	48	52 (40 + 8 @ 1.5)
2	24	24
3	48	52
4	36	36
5	36	36
6	48	52

Total hrs in S/T pay: 240

Total hrs in S/T pay: 252

The adjusted hourly rate is determined by dividing 240, the number of compensable hours in a current 6 week cycle, by 252, the number of hours of hours of compensation in the new schedule, multiplied by the current hourly rate:

System Operator I weekly rate from Exhibit X: \$775.20

System Operator I hourly rate: \$775.20/40 = \$19.38

240 / 252 = .952381 (Conversion factor)

.952381 x \$19.38 = \$18.457 (12 hr shift hourly rate)

Therefore, pay is determined by multiplying all scheduled work hours, including time and one-half (overtime) for hours exceeding 40 in the 48 hour week, by the 12 hour shift hourly rate:

240 x \$19.38 = \$4651.20

252 x \$18.457 = \$4651.20

Therefore, the Newark Substation Wage Schedule is as follows:

CODE	CLASS	PROG	40 HR REFER RATE	12 HR SHIFT RATE	24 HR WEEK PAY	36 HR WEEK PAY	48 HR WEEK PAY	6 WK CYCLE PAY [24 + (2 X 36) + (3 X 48)]
1805	Sys Op I	Strt	764.35	727.95	436.78	655.16	946.35	4586.15
		6 mo	775.20	738.29	442.97	664.46	959.77	4651.20
1554	OIT <83	Strt	490.45	467.10	280.26	420.39	607.23	2942.70
		6 mo	522.70	497.81	298.69	448.03	647.15	3136.20
		1 yr	554.95	528.52	317.11	475.67	687.08	3329.70
	OIT >82	Strt	460.55	438.62	263.17	394.76	570.21	2763.30
		6 mo	506.70	482.57	289.54	434.31	627.34	3040.20
		1 yr	554.95	528.52	317.11	475.67	687.08	3329.70
1552	Asst Op	Strt	622.40	592.76	355.66	533.48	770.59	3734.40
		6 mo	669.20	637.33	382.40	573.60	828.53	4015.20

NEWARK 12-HOUR SHIFT RELIEF SYSTEM OPERATOR SCHEDULE EXAMPLES

Legend:

X = DAYS OFF  
 D = WORK DAY SHIFT (6 a.m. to 6 p.m.)  
 N = WORK NIGHT SHIFT (6 p.m. to 6 a.m.)  
 V = TIME OFF (i.e., vacation, sick leave, etc.)

1. Normal Workweek

	S	M	T	W	T	F	S
Relief:	X	8	8	8	8	8	X

2. Relieving 12-hour shift employee on 24-hour workweek, night shift.

	S	M	T	W	T	F	S
Employee	V	V	X	X	X	X	X
Relief	N (12)	N (12)	D (8)	D (8)	X	X	X

3. Relieving 12-hour shift employee on 36-hour workweek, night shift.

	S	M	T	W	T	F	S
Employee	X	X	V	V	V	X	X
Relief	X	X	N (12)	N (12)	N (12)	D (4)	X

4. Relieving 12-hour shift employee on 36-hour workweek, day shift.

	S	M	T	W	T	F	S
Employee	X	X	X	V	V	V	X
Relief	X	X	D (4)	D (12)	D (12)	D (12)	X

5. Relieving 12-hour shift employee on 48-hour workweek, day shift.

	S	M	T	W	T	F	S
Employee	X	X	V	V	V	V	X
Relief	X	X	D (12)	D (12)	D (12)	D (12)	X
							(4 hrs ST, 8 hrs OT)



6. Relieving 12-hour shift employee on 48-hour workweek, day shift.

	S	M	T	W	T	F	S
Employee	X	V	V	V	X	X	V
Relief	X	D (12)	D (12)	D (12)	X	X	D (12) (4 hrs ST, 8 hrs OT)

7. Relieving 12 hour shift employee on 48-hour workweek, day and night shift.

	S	M	T	W	T	F	S
Employee	V	V	X	X	X	V	V
Relief	D (12)	D (12)	X	X	X	N (12)	N (12) (4 hrs ST, 8 hrs OT)

8. Relieving 12-hour shift employee for less than a full workweek, day shift.

	S	M	T	W	T	F	S
Employee	V	D	X	X	X	N	N
Relief	D (12)	D (8)	D (8)	D (8)	D (4)	X	X
Employee	X	D	D	D	X	X	V
Relief	X	X	D (8)	D (8)	D (8)	D (8)	D (12) (8 hours ST, 4 hours OT)
Employee	X	X	D	V	D	D	X
Relief	X	D (8)	D (8)	D (12)	D (8)	D (4)	X
Employee	X	X	X	D	D	V	X
Relief	X	D (4)	D (8)	D (8)	D (8)	D (12)	X

9. Relieving 12-hour shift employee for less than a full workweek, night shift.

	S	M	T	W	T	F	S
Employee	D	D	X	X	X	V	N
Relief	X	D (8)	D (8)	D (8)	D (4)	N (12)	X
Employee	D	D	X	X	X	N	V
Relief	X	X	D (8)	D (8)	D (8)	D (4)	D (12)
Employee	X	X	N	V	N	X	X
Relief	X	D (8)	D (4)	D (12)	D (8)	D (8)	X

In the above three examples, the Relief Operators would be paid four hours OT for short change, having had only eight hours off between shifts.