



# LETTER AGREEMENT

No.

90-136-PGE



Pacific Gas and Electric Company  
Industrial Relations Department  
215 Market Street  
San Francisco, California 94106  
[415] 973-1125

International Brotherhood of  
Electrical Workers, AFL-CIO  
Local Union 1245, IBEW  
P.O. Box 4790  
Walnut Creek, California 94596  
[415] 933-6060

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Richard Bradford, Manager

Jack McNally, Business Manager

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June 08, 1990

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:

We are proposing the establishment of a ten-hour, four-day workweek and a four nine-hour days and one four-hour day workweek schedules for the Golden Gate Region Materials Distribution Facility, Martin Service Center. Company proposes, pursuant to Subsection 202.16(b), that the following provisions be applicable to such schedules.

### Ten-Hour Four-Day Workweek

#### Meals

Lunch period will normally be five hours after start time. However, the regular lunch period may be advanced or delayed up to one-half hour for any reason listed in Section 202.4 of the Agreement.

#### Overtime Meals

No employee shall be required to work more than five hours without a meal except as provided in Section 202.4 (i.e., assuming a schedule of 0700 to 1730, any paid overtime prior to 0600 or after 1730 qualifies for meals per Title 104).

#### Overtime

No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. Overtime at time-and-a-half rate shall be paid for time worked in excess of ten hours. The double-time rate will be applied for time worked in excess of 12 consecutive hours.

Upgrades

The normal practice shall prevail Tuesday through Thursday. On Mondays and Fridays, upgrades will be made among all personnel working the same hours including prearranged overtime.

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 will be charged for ten hours, subject to the following conditions:

1. Sick leave shall be charged in increments of one hour.
2. Vacation - an employee, upon returning to the regular eight-hour workday, elects to have Company purchase any fractions of days' vacation remaining, or may elect to take a day off and be paid for that amount of fractional vacation allowance due. Employees remaining on the ten-hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year.
3. Holidays - ten hours pay will be paid for holidays. The provisions of Section 103.6 shall apply to holidays on an employee's non-workday (utilizing the ten-hour credit as applied in Item No. 2 above).

Four Nine-Hour Days and One Four-Hour Day

In addition to establishing the "generic" ten-hour four-day agreement, a four nine-hour days and one four-hour day schedule is proposed. This schedule would operate much the same as the ten-hour four-day schedule, however, an employee would work Monday - Thursday from 7:30 a.m. - 4:30 p.m. with a one-half-hour lunch, and from 7:30 a.m. - 11:30 a.m. on Friday.

All other elements of this schedule would fall under the terms above for Meals, Overtime Meals, Overtime, and Upgrades. The terms for Sick Leave, Vacation, Holidays, Jury Duty, and Funeral Leave would be as follows:

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 will be charged either nine hours or four hours depending on which day they are off, subject to the follow conditions:

1. Sick leave and vacation shall be charged in increments of one hour.
2. Vacations - an employee, upon returning to a regular eight-hour workday, elects to have Company purchase any fraction of days' vacation remaining, or may elect to take a day off and be paid for that amount of fractional

vacation allowance due. Employees remaining on the four nine-hour days and one four-hour day schedule will automatically have any fractional vacation allowance deferred to the following year.

- 3. Holidays - employees on the four nine-hour days and one four-hour day schedule will be paid for holidays. The provision of Section 103.6 shall apply to holidays on an employee's non-workday (utilizing the four nine-hour days and one four-hour day credit as applied in item number two above.

Either the Company or Union reserves the right to return to the five-day, eight-hour shift schedule by giving 30 days' notice should, in the opinion of either Company or Union, either the four-day, ten-hour workweek, or the four nine-hour-day and one four-hour-day schedule adversely affect the operation of the Company or the employees. This includes, but is not limited to, the level of productivity, absenteeism, tardiness, safety, performance, refused overtime, overtime availability and employee attitude. Furthermore, any single employee may elect to work under the terms and conditions of either the four-day ten-hour schedule, the four nine-hour-day and one four-hour-day schedule, or work the prevailing standard schedule of five-day eight-hour.

Participation in either the ten-hour four-day or the four nine-hour-day and one four-hour-day schedules will be on a voluntary basis. In the event of more volunteers than schedules, priority will go to the most senior employee. The Company reserves the right to limit the number of ten-hour four-day, or four nine-hour-day and one four-hour-day schedules based on operational needs for coverage. These schedules will be limited to employees who work on the day shift.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By Richard B. Braegle  
Manager of Industrial Relations

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

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

July 11, 1990

By Jack McKinley  
Business Manager