

LETTER AGREEMENT

90-137-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

Richard Bradford, Manager

Jack McNally, Business Manager

June 12, 1990

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

Attention: Mr.Jack McNally, Business Manager

Gentlemen:

Pursuant to Section 202.16 of the Physical Agreement, the Company proposes to establish a 12-hour rotating shift schedule for the System Operators at the Chico Switching Center. The 12-hour shift schedule will be established for a 6-month test period. This specific agreement will be in accordance with the generic 12-hour shift agreement (R2-86-89-PGE), with the exception of the areas noted below. The pay factor for the Chico Switching Center will be .9677419 based upon a six-week cycle.

SHIFT SCHEDULE

Attached as Exhibit I is the proposed shift schedule for the Chico Switching Center Operators. Twelve-hour shifts will be 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

RELIEF OPERATOR

The two Relief Operators will work a 40-hour week consisting of the following schedule unless they are relieving an absent employee:

- 3 12-hour workdays
- 1 4-hour workday

The normal work week for the 1st Relief Operator will begin on Monday with a 12-hour shift and end on Thursday with a 4-hour shift. The normal work week for the 2nd Relief Operator will begin on Tuesday with a 4-hour shift and a 12-hour shift on Wednesday, Thursday, and Friday. Unless relieving an absent employee, the 12-hour shift will commence at 7:00 a.m. each day. The 4-hour shift starting time will normally be 7:00 a.m. but can be changed to either 11:00 a.m. or 3:00 p.m. for operational needs as long as the Relief Operator is notified by the end of the previous regularly scheduled shift.

The Relief Operator may also be required to work a schedule of 12-hour days when relieving an absent System Operator. On such occasions, the Relief will be paid for 4 hours at the Exhibit X rate of pay and 8 hours at the overtime rate of pay on the fourth day.

The Relief Operator will be paid at the Exhibit X rate of pay for any hours up to 12 hours on a 12-hour scheduled workday and 4 hours on a 4-hour workday. This will result in the Relief Operator receiving the Exhibit X rate of pay for the 40-hour work week.

The Relief Operator's holidays will be converted to vacation hours. The Relief Operator has selected the same holidays as the System Operators.

WAGES FOR SYSTEM OPERATORS

Exhibit II outlines the 1989 wage schedule and proposed 12-hour shift amendments for the System Operators. The .9677419 pay factor is based upon a six-week pay cycle.

Eight hours of overtime in a 48-hour week will be referred to as 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 current hourly rate by a factor of .9677419.

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HOLIDAYS

The eight holidays which the employees elect to observe are as follows: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and two Floating Holidays.

VACATION

Vacations will be scheduled by Company seniority within the headquarters in 12-hour increments, except as noted above for relief operators. Any vacation hours totalling less than 12 hours at the end of the year shall be carried over to the next calendar year.

To keep consistency in operating, the Relief Operator shall be limited in taking his/her 4-hour workday off to a maximum of six times a year. The requested days will be allowed if operationally possible. These 4-hour periods of vacation will not be counted towards the five periods of vacation of less than one week during the year per 111.13(b)(3). (Amended 8/11/89).

SICK LEAVE

Sick leave will be computed on an hourly basis.

OVERTIME

All overtime prior to this agreement will not be disputed. The overtime records will be updated as needed. A current and updated list will be posted weekly.

The distribution will be as follows:

- 1. All overtime worked as a Relief Operator or to replace a person on shift will be done by the Relief Agreement. This overtime will be posted, including refused overtime. The hours will be kept in two ways: by classification and by either emergency or prearranged. This overtime will be kept separate from System Operators.
- 2. Emergency and prearranged overtime outside of the station should first go to the Relief Operator with the lowest amount of overtime. If there are no Relief Operators, then it will go to the Operator with the least amount of outside overtime.

This overtime will be kept separate by classification according to the Relief Agreement. All refused overtime will be charged to proper lists.

- 3. All overtime requiring an additional operator on shift should be equally distributed among both the Relief and the System Operators. The Operator with the least amount of overtime should be called first. This shall be kept by prearranged and emergency. Unanticipated extension of the shift shall be charged as emergency overtime.
- 4. An annual sign-up list will be prepared for emergency work. In the event employees on the list cannot be reached or refuse, they will be charged on the proper list.
 - A. There will be one list for the Relief Operators as outlined in Exhibit III, Section 1.
 - B. There will be a second list for work outside the station, as outlined in Exhibit III, Section 2.
 - C. There will be a third list for all operators for overtime requiring an additional operator kept, as outlined in Exhibit III, Section 3.

The System Operators agree to a voluntary "On-Call" system, whereby an operator will be available each day of the week. This will provide a "third employee" each day if an additional operator is needed for emergency duty. The Company will provide each operator with their own pager to be used while "On-Call". There will be no compensation for the "On-Call" Operator unless the Operator actually works. Historically, Chico Switching Center Operators have always responded in emergencies and agree to make a good faith effort to be available for emergencies. IBEW, Local 1245

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Either the Union or the Company reserves the right to cancel this agreement by giving fifteen (15) days written notice.

If you are in accord with the foregoing and attachment 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 AND ELECTRIC COMPANY

B١ ations

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

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

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By Business Manager

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EXHIBIT II

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CHICO SWITCHING CENTER TWELVE-HOUR SHIFT WAGE SCHEDULE

Existing Schedule and Wages:		12 Hour Schedule Pay Cycle - 6 weeks				
Week	Hrs Wkd S/	T Pay Eqv.	Week	Hrs Wkd	S/T Pay	y Eqv.
1	40	40	2	48	104 (8	30+16@1.5)
2	40	40	4	36 .	144	
3	40	40				
4	40	40				
5	40	40				
6	40	40				
Total hr	s in S/T pay:	240	Total	hrs in S	/T pay:	248

The adjusted hourly rate is determined by dividing 240, the number of compensable hours in a current 6 week cycle, by 248, the number of hours of compensation in the new schedule, multiplied by the current hourly rate:

System Operator II weekly rate from Exhibit X: \$822.50
240/248 = .9677419 (Conversion factor)
.9677419 X \$20.5625 = \$19.899192 (12 hour 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 \$20.5625 = \$4,935.00 248 x \$19.899192 = \$4,935.00

Therefore, the Chico Switching Center Wage Schedule is as follows:

CODE CLASS	PROG	40 HR REFER RATE	12 HR SHIFT RATE	36 HR WEEK PAY	48 HR WEEK PAY	6 WK CYCLE PAY [24+(2x36) +(3x48)]
1814 Sys Opr	Start	816.90	790.55	711.49	948.65	4,901.00
II	6 mo.	822.50	795.97	716.25	955.16	4,935.00