



LETTER AGREEMENT No.

90-172-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
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Richard Bradford, Manager

Jack McNally, Business Manager

July 19, 1990

Local Union 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(b) of the Physical Agreement, the Company proposes to establish a 12-hour rotating shift schedule for the System Operators at the Bakersfield Service Center. 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 Bakersfield Service Center will be .952381 based upon a six week cycle of 240 hours. This proposal is to become effective September 2, 1990.

WAGES

Exhibit 1 describes the wage schedule for System Operators at Kern Switching Center.

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 paid at the appropriate overtime rate pursuant to Title 208 at the wage rate listed in Exhibit X of the Agreement.

SHIFT SCHEDULE

Exhibit 2 outlines the 12-hour rotating shift schedule for Kern Division Switching Center. 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. Also Paragraph 12 (c) (4) and (5) of the generic agreement shall be omitted.

RELIEF OPERATOR SCHEDULE

Relief Operators shall remain eight-hour shift employees and their normal work

schedule shall be Monday through Friday from 7:00 am to 3:00 pm or 10:00 am to 6:00 pm. Consistent with the Relief Agreement, their work week 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 8 hour work day 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 work week 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 12:00 pm 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 overtime shall be paid for any time worked in the following shift which overlaps the twelve hour period since the operator was sent home.

The attached samples (Exhibit 3) are intended to illustrate the Relief Operator scheduling provisions outlined above. However, they are not intended to be exhaustive or all inclusive.

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 8 hours floating holiday and 4 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 be converted to vacation time. The above shall be effective September 2, 1990.

SYSTEM OPERATOR PAID TIME OFF

System Operators shall have six fixed 12-hour holidays and two floating 12-hour holidays, which shall take the place of the nine fixed and three floating holidays provided for in Title 103 of the Agreement. The six fixed holidays shall be as follows:

- New Years Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving (According to 103.3)
- Christmas Day (December 25)

The above shall be effective September 2, 1990.

Shift Operators normally scheduled to work on a PG&E Company holiday above shall be paid at time and one-half of their normal hourly rate.

FILLING VACANT POSITIONS

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

- a. If the Company elects to fill 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-workdays 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.
 - 5) Barring any unforeseen circumstances, Operators shall not be permitted to work more than 24 consecutive hours.
 - 6) Company and Union recognize that for the 12-hour shift schedule to work, Operators must make a good faith effort to be available to work when needed to fill vacant shifts.

This Agreement may be cancelled by either party upon giving 60 days written notice to the other of such cancellation.

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 to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By Richard B. Draeger
Manager of Industrial Relations

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

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

Aug 8, 1990
:hbh

By Jack Walker
Business Manager

KERN DIVISION 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

Total hrs in S/T pay: 240

Twelve Hour Schedule and Wages:

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

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 compensation in the new schedule, multiplied by the current hourly rate.

For example:

System Operator 1 hourly rate: $\$847.15 = \21.18
 $240 / 252 = .952381$ (Conversion factor)
 $.952381 \times \$21.18 = \20.17143 (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 \times \$21.18 = \5083.20
 $252 \times \$20.17143 = \5083.20

1. Day shifts (0630 to 1830) and Night shifts (1830 to 0630)
2. Rotating shifts
3. Sunday through Saturday Schedule
4. Six week cycle
5. One 24, two 36 and three 48 hour work weeks

SYSTEM OPERATOR I SCHEDULE

	S	M	T	W	T	F	S	HOURS
Week 1	X	X	X	D	D	D	X	36
Week 2	X	D	D	D	X	X	D	48
Week 3	D	D	X	X	X	N	N	48
Week 4	N	N	X	X	X	X	X	24
Week 5	X	X	D	D	D	D	X	48
Week 6	X	X	N	N	N	X	X	36
							TOTAL HOURS	240

RELIEF AND OIT SCHEDULES:

X	7-3	7-3	7-3	7-3	7-3	X	40
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1. Normal Workweek

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

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

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

3. Relieving 12-hour 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	N	N	D	X
			(12)	(12)	(12)	(4)	

4. Relieving 12-hour 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	D	D	D	X
			(4)	(12)	(12)	(12)	

5. Relieving 12-hour 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	D	D	D	X
			(12)	(12)	(12)	(12)	
						(4 hrs ST, 8 hrs OT)	

6. Relieving 12-hour 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	D	D	X	X	D
		(12)	(12)	(12)			(12)
							(4 hrs ST, 8 hrs OT)

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

	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 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 hrs ST, 4 hrs 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
Employee	D	D	X	X	X	V	V
Relief	X	D (8)	D (8)	X	X	N (12)	N (12)

9. Relieving 12-hour 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.

Legend:

- X = DAYS OFF
- D = WORK DAY SHIFT (0630 TO 1830)
- N = WORK NIGHT SHIFT (1830 TO 0630)
- V = TIME OFF (i.e., vacation, sick leave, etc.)