



LETTER AGREEMENT No.



90-221-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

October 30, 1990

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

Attn: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to Subsection 10.7 (b) of the Clerical Agreement and Letter Agreement 87-212-PGE, company proposes to establish a pilot voluntary ten hour, four-day workweek schedule and an eight hour, five-day flex work schedule for clerical employees assigned to San Luis Obispo Customer Services Department.

OVERTIME MEALS

No employee shall be required to work more than five hours without a meal. (i.e., assuming a schedule of 7:00 a.m. through 6:00 p.m., any paid overtime prior to 6:00 a.m. or after 6 p.m. qualifies for a meal.)

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.

WORKWEEK

The employees will have the option of selecting one of three work hour schedules. Employees who volunteer to participate by selecting option A or B will be locked into their selected work schedule for six months, unless this letter of agreement is canceled by either party or employee elects to return to Option C for the remainder of the six months. The three options will be identified as follows:

- Option A - four-ten hour days
- Option B - Flex time (five-eight hour days)
- Option C - 8:00-5:00 Monday through Friday

1. The work week will be established per the ground rules (attached).
2. Core hours will be designated as 9 a.m. to 4 p.m. for Options A&B.
3. Half hour lunch options are available and, once selected, must be consistent for the six month period, unless this agreement is canceled by either party.
4. Vacation selection will be based on a five day work week; however, for payroll purposes one day constitutes ten hours on Option A.
5. Temporary additional and summer hires are not eligible for Options A or B.

SICK LEAVE, VACATION, HOLIDAYS, JURY DUTY, FUNERAL LEAVE FOR OPTION A

Sick leave, jury duty, funeral leave, and vacation will be converted to hours. An employee who is off for any of the above will be charged for ten hours, subject to the following conditions:

1. Sick leave shall be charged in increments of one quarter hour.
2. Vacation - an employee upon returning to the regular eight-hour workday can elect to have company purchase any fractions of day's 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 14.6 shall apply to holidays on an employee's non-workday (utilizing the ten-hour credit as applied in Item No. 2 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, the four-day, ten-hour workweek schedule or the flex work 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, employee attitude and quality of service.

This proposed Letter of Agreement has been discussed with Mike Haentjens.

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. Bradford
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

Nov 7, 1990

By Jack Weber
Business Manager

GROUND RULES

RULES THAT APPLY TO OPTIONS A AND B

1. First schedule will be from November 12, 1990, to May 1, 1991. Second schedule will be from May 1, 1991, to December 31, 1991. The six month schedules will be from January 1 to July 1 and July 1 to December 31 thereafter.
2. Employees must choose an option and stay with it for the scheduled time period referenced above or go back to Option C. If the employee wishes to return to Option C, it must be in writing to the supervisor by the first day of the month and will then take effect the first day of the next pay period.
3. Mandatory core hours are 9 a.m. to 4 p.m.
4. Selected starting times must be on the hour or half-hour (7:00, 7:30, 8:00 etc).
5. Lunch period will be either 1/2 hour or one hour (decision non-changeable for the period referenced above).
6. TA's and Summer Hires are not eligible to participate. If an employee's classification changes, their schedule will remain the same.
7. Vacation selection will be based on a 5-day work week.
8. The earliest start time is 7:00 a.m. The latest end time is 7:00 p.m. Phone coverage will be from 7 a.m. to 7 p.m. and backfilling for a person who works until 7 p.m. may cause an employee's shift to change temporarily (by volunteers first and seniority second).
9. There will be a weekly posting of the schedule (who is working when).

OPTION A - 4/10's

1. Days off will be rotated and will be Monday through Friday.
2. Beginning day off will be determined by seniority within a classification.
3. Days off can be traded with the following stipulations:
 - a. Need supervisory approval
 - b. Only within same classification
 - c. Rotation for days off will stay the same
4. Employees must commit to a starting time and stay with that time for the period referenced above.
5. Final approval on the trading of shifts rests with supervision.
6. There may be times when people will be called in on their day off for a meeting; in these situations overtime will be paid.

OPTION B - FLEX TIME

1. Lunch hours and breaks stay the same no matter what the starting time is.
2. The supervisor has the option of having all employees report to work at a designated time (example: for a meeting at 8:00).

OPTION C - REGULAR TIME

1. If you choose Option A or B and change your mind within the scheduled time of six months, you will return to Option C.
2. Option C is the employee's present work schedule with a one hour lunch.