



**LETTER AGREEMENT
NO. 93-96-PGE**



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
201 MISSION STREET, ROOM 1513A
MAIL CODE P15A
P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-3425

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060

RONALD L. BAILEY, MANAGER OR
DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

November 2, 1993

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally

Gentlemen:

In order to provide a permanent and consistent approach to ten-hour, four-day workweek schedules, Company proposes, pursuant to Subsections 202.16(b), 302.7(e), and 10.7(b), of the Physical and Clerical Agreements, that the following provisions be applicable to all such schedules implemented. This Agreement supersedes Letter Agreement 90-152 and 86-119.

1. INITIAL ESTABLISHMENT OF SHIFTS

- (a) Shift schedules for specific locations will be established through individual local letters of agreement, to be signed by Union's local Business Representative and Company's local Human Resources representative. Each local agreement will include the following information: location and department involved, those employees and classifications affected, start and stop dates, and applicable work schedules for involved employees.
- (b) The number of employees working at a location shall not be reduced due to establishment of a ten-hour, four-day shift schedule unless otherwise agreed to by the Union.

- (c) All other aspects of such local agreements must conform to the provisions outlined in this agreement.
- (d) Any local agreement not conforming to the guidelines in 1(a), (b), or (c) above, will be considered invalid, with the affected employees to be returned immediately to the schedule in effect immediately previous to the implementation of the invalid agreement. Company will be liable for any pay adjustments made necessary by the invalidation of a local 10-hour schedule agreement for all hours worked outside of the valid work schedule.
- (e) When local 10-hour schedules are instituted, appropriate arrangements will be made in accordance with Letter Agreement 88-62-PGE and the procedures established by the Joint Committee for the regular tracking and reporting of cost and productivity factors associated with these schedules.
- (f) Copies of all such productivity/expense reports as described in 1(e) above shall be forwarded to Company's Industrial Relations Department in San Francisco and Union's Walnut Creek headquarters.

2. **MEALS**

Lunch will be five hours after start time, in accordance with current Industrial Welfare Commission Order No. 4-89.

3. **OVERTIME MEALS**

No employee shall be required to work more than five hours without a meal. (i.e., assuming a schedule of 0700 to 1730, any paid overtime prior to 0600 or after 1730 qualifies for meals per Titles 104 and 16.) In all other situations, provisions of Titles 104 and 16 will apply.

4. **OVERTIME**

- (a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate.
- (b) **General:** Overtime will be paid in accordance with the provisions of Sections 208.1, 208.2, 308.1, 308.2, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both Section 208.1, 308.1 and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.

5. **UPGRADES**

Upgrades will be made among all personnel present at the worksite working the same hours, including prearranged overtime, at the time of the upgrade. Title 300 employee's normal practice shall prevail in accordance with Section 305.4 of the Agreement who are working on same schedule.

6. **SICK LEAVE**

Sick leave will be converted to hours, and shall be charged in increments of one hour.

7. **VACATION**

Vacation will be converted to hours, and an employee off on vacation will be charged for ten hours subject to the following:

- (a) Employees, upon returning to the regular eight-hour workday, may elect 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.
- (b) Employees who remain on the ten-hour schedule at the end of a year will automatically have any fractional vacation allowance deferred to the following year.

8. **HOLIDAYS**

Ten hours pay will be paid for holidays. The provisions of Section 103.6 and 14.6 shall apply to holidays on an employee's non-workday (utilizing the ten-hour credit as applied in Item 7.a above).

9. **JURY DUTY**

Jury duty will be converted to hours, and an employee off on same will be charged for ten hours.

10. **FUNERAL LEAVE**

Funeral leave will be converted to hours, and an employee off on same will be charged for ten hours.

11. **DISCIPLINARY LAYOFFS**

Under Positive Discipline, the Company will provide paid 10-hour Decision Making Leaves.

12. **INCLEMENT WEATHER**

Where appropriate in Sections 303.2 and 303.3, five hours shall be substituted for four; two-and-a-half hours for two; and ten hours for eight.

13. **TRAINING CLASSES**

If an employee will work more or less than 80 hours inclusive of non-productive time (vacation, sick leave, jury duty, etc.) in a pay period as a result of attending a Training Class the Company may adjust the employees schedule at the beginning or end of the schedule. These schedule changes will be without the payment of overtime and will be on the non-work day in the workweek. The minimum for any adjustment will be four hours. The regular work days will be Monday through Friday and the regular work hours during a trianing week are provided from Titles 15.9, 201.12 and 302.5 of the Agreement.

14. **CANCELLATION**

Either the Union or Company reserves the right to return to the five-day, eight-hour shift schedule by giving 30 days' written notice at the local level.

If you are in accord with the foregoing and agreement 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 & ELECTRIC COMPANY

By: 
Director and Chief Negotiator

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

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

Nov 22, 1993

By: 
Business Manager