



LETTER AGREEMENT NO. 98-75-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(510) 974-4282

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

MEL BRADLEY, MANAGER OR
DAVID J. BERGMAN, CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

September 1, 1998

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

Attention: Mr. Jack McNally, Business Manager

Dear Mr. McNally:

Attached is a proposed overtime agreement for equitable distribution of overtime within the Gas Service Department in the combined Cinnabar and Edenvale Headquarters.

This proposal has been reviewed with Kathy Maas, IBEW Business Representative.

Either the Company or the Union reserves the right to cancel this agreement by giving thirty days written notice.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: 
Chief Negotiator

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

Sept 22, 1998

By: 
Business Manager

**GAS SERVICE
SAN JOSE AREA
OVERTIME AGREEMENT**

1. This procedure will be used in the Gas Service Department at the Cinnabar and Edenvale Headquarters. It will be applicable to IBEW Physical employees in the Gas Service Representative, Reserve Gas Service Representative, Gas Service Mechanic, and Relief Service Operator classifications (when assigned to the field).
2. The procedure will be applied in such a manner as to equitably distribute overtime opportunity at the above Gas Service headquarters.
3. Details of Operation:
 - A) Each week on Wednesday, one separate overtime list will be prepared and posted for the combined Cinnabar and Edenvale Headquarters. This list will be titled "Pre-Arranged Overtime". The Pre-Arranged Overtime list shall consist of all Service Department employees in the Cinnabar and Edenvale headquarters.
 - B) Overtime between the hours of 0000 hours and the beginning of the day shift, Friday through Thursday, will be assigned first to the Gas Service Representative on call, without regard to the 212 overtime list.

This on-call status will rotate on a weekly basis between all Gas Service Representatives, Gas Service Mechanics, Reserve Gas Service Representatives and Relief Service Operators (when assigned to the field).. It is the employee's responsibility to locate another qualified Gas Service Representative to fill in for them if the employee is not able to fulfill his or her obligation to the on-call status.

On call assignments can be traded or offered, if so desired. If offered, all Gas Service Representatives interested will sign a list and the on-call assignment will be awarded to the employee with the least amount of hours on the emergency 212 list. The original call-out rotation assignments will be determined by combined seniority of employees at Cinnabar and Edenvale, junior (top of the list) to senior (bottom of the list).

The Gas Service Representative on-call will be authorized to take their vehicle home to reduce the response time to immediate response requests.

If the Gas Service Representative on-call is sick during their assignment, he/she will notify Dispatch and the emergency 212 list will be utilized.

When a Gas Service Representative bids into the Cinnabar or Edenvale Headquarters or an unqualified Gas Service Representative becomes qualified, they will be placed into the rotation according to their seniority within the combined headquarter list when the list has expired and/or is revised. After the original list is established, vacated slots will be offered with the sign-up method. If there are no sign-ups, the employee with the lowest amount of hours on the emergency 212 list will be assigned on-call.

- C. The 212 callout procedure will be utilized for any additional immediate response and/or customer requests generated between 0000 hours to the beginning of the day schedule, which cannot be fielded by the on-call Gas Service Representative. There will be a single call out list to encompass the Cinnabar and Edenvale headquarters. This list will be prepared titled "Emergency Overtime" and generated each Wednesday, with the "Pre-Arranged Overtime" list.

This Emergency Overtime list shall consist of all employees in the Cinnabar and Edenvale Headquarters who volunteer for emergency overtime. All Gas Service employees' total charged emergency overtime hours at the time of implementation of this agreement will determine their initial placement on the Emergency Overtime list.

- D. The Cinnabar and Edenvale Headquarters have an agreement allowing 40% of the Gas Service Representatives to reside outside the 30 minute residency requirement established in Section 3.5. So that the Company can provide safe and reliable service, in the event call-outs are required in addition to the on-call responsibility, anyone living outside the 30 minute requirement will be bypassed from callout to respond to an immediate response call (gas leak, fire, or other call that needs immediate response) in accordance with Subsection 212.2(a). The exception to this rule will be if no Gas Service Representative inside the 30 minute residency can be contacted or if all Gas Service Representatives are needed for major outages, restorations or other events that require additional manpower.
- E. Weekly, on Wednesday, Gas Service Supervisors will list overtime worked, overtime credited as worked, and total overtime hours for each employee on the list and resequence the list for posting. Overtime so posted as worked or credited shall be actual work time, and shall not include travel time.
- F. In the event employees are called for emergency or pre-arranged overtime and refuse or cannot be reached, they will nevertheless be credited on the appropriate list with the overtime received by those who actually worked. An employee off sick during his regular work hours will not be called for or credited with any overtime until he/she returns to work on a regular work day. An employee who is called for overtime but unable to work due to illness will nevertheless be credited with the overtime received by those who actually worked, but will not be called again for or credited with any further overtime until he/she returns to work on a regular workday.

An employee on vacation, already on overtime, or scheduled to work pre-arranged overtime who would have been called for an overtime assignment, will not be credited with any overtime not worked. For purposes of this agreement, a vacation begins when an employee finishes his/her shift on the last scheduled workday and ends when he/she reports back to work.

NOTE: Answering machines - if encountered on an overtime callout, leave a brief message of the reason for calling, wait a brief period of time in case the employee is home but using the machine to screen calls. If no answer, treat as a refusal with no further obligation.

- G. A new hire, a return from leave of absence of more than 30 days, or an employee not previously volunteering for emergency duty will initially be credited with one hour more than the maximum on the list. (Go to the bottom of the list.)

- H. An employee bidding into or demoted into the department, or coming back from extended illness of 60 consecutive days or more, or Management upgrade of 60 consecutive days or more, will be credited with the mean accumulated hours on the list. (Go to the middle of the list.)
- I. For purposes of this agreement, any overtime resulting from an unanticipated extension of the workday will be recorded as emergency overtime.
- J. In the event of a situation where more than 50% of the employees at the headquarters are called out, an employee refusing or who cannot be reached will nevertheless be credited with the mean overtime hours of those actually working.
- K. To promote fairness in overtime assignments, equalizing "fair" and "foul" weather work, employees volunteering for emergency work will stay on the list. They may remove themselves only on 12/31 annually, and if not available for a period of time prior to removing themselves, will be treated as a refusal.
- L. Pre-arranged overtime will be allocated using the pre-arranged overtime list, or, as is often the case, offered to all qualified employees in the department. Employees will sign up by 9:00 a.m. of the day prior to the scheduled overtime to allow scheduling and routing of the work. Employees can add or delete themselves from this voluntary list by contacting a Gas Service Supervisor prior to 1:00 p.m., the day prior to the scheduled overtime. After 1:00 p.m., no change will be made except for emergencies or sickness.
- Non-workday, pre-arranged overtime will be in at least eight (8) hour increments, unless shorter times are authorized by a supervisor due to special circumstances.
- Pre/post shift, pre-arranged overtime will be in at least four (4) hour increments, unless shorter times are authorized by a supervisor due to special circumstances.
- Equalization of pre-arranged overtime will be accomplished by the current method of zeroing all hours the first Wednesday of the year, and starting the new list in the sequence it ended.
- M. In the event there are insufficient volunteers for emergency overtime on a given day, appointments will be utilized. Appointments will be based on the additional overtime needed after exhausting all volunteers.
- An appointment list will be utilized which will include all employees in the Cinnabar and Edenvale Headquarters. Initially, the list will be by combined Cinnabar/Edenvale Headquarters seniority with the most junior employee first. The list will be rotated upon the completion of each overtime assignment.
- N. For clarification, due to their dual status, Reserve Gas Servicemen are not on the emergency overtime or appointment lists. They may sign up daily for emergency and/or prearranged overtime, and will be used if insufficient Servicemen have volunteered and they are qualified for the work scheduled.
- O. There may, for periods of time, be mandatory extended days and/or mandatory non-workday overtime for all service employees. This will be kept to a minimum consistent with providing customers with requested services.