

PACIFIC GAS AND ELECTRIC COMPANY

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March 26, 1982

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

Attention: Mr. Jack K. McNally, Business Manager

Gentlemen:

This letter cancels and supersedes all previous letters submitted to you on the same subject.

Attached is a clarification of Sections 208.23 and 308.15 of the Physical Agreement. This revised clarification is a result of Ad Hoc Negotiations between the parties arising from Review Committee File Nos. 1484 and 1508. The issues involved in these Review Committee cases are resolved for the future by application of the provisions of this clarification. In an effort to resolve these current cases, however, and due to the parties' current, conflicting interpretation of the present clarification, the Ad Hoc Committee has agreed to resolve these grievances on an equity basis. The grievants will be reimbursed as a compromise settlement for one half of the overtime liability determined in the various grievances. The cases will be returned to the Divisions for the Local Committees to sort out and make the necessary adjustments and close the cases.

As with other clarifications, Company considers this clarification as a consultative approach for resolving problems arising in the administration and interpretation of the Agreement. It is, therefore, understood that in the event that a grievance relating to the provisions covered by this clarification is referred to Arbitration, the specific language of the Agreement of September 1, 1952, as last amended, shall govern.

Company proposes that the attached clarification be effective on the date of signing.

If you are in accord with the foregoing and the attachment 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 
 Manager of Industrial Relations

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

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

April 21, 1982

By 
 Business Manager

CLARIFICATION
SECTIONS 208.23 and 308.15
PHYSICAL AGREEMENT

(Cross References: Titles 202, 212, 302)

Sections 208.23 and 308.15 state:

"Except where a hazard to life or property exists, employees will not be required to work more than 3 consecutive weeks without having 2 consecutive days off."

Applicability

The terms and provisions of the Sections cited above and this clarification, shall be applicable to all employees described in Sections 200.1 and 300.1 except those employees headquartered in Division Steam Generation Departments and Nuclear Plant Operations who are in classifications covered by different restrictions and limits some of which are imposed by the Nuclear Regulatory Commission (refer to Labor Agreement Clarification, Titles 202, 205, and 208 - Utilization of Relief Shift Employees at Diablo Canyon Power Plant).

Intent

These Sections mean that, except for the 3 exceptions noted below, there is an absolute prohibition against requiring an employee to work more than 3 consecutive weeks without having 2 consecutive days off. There is no penalty provided in Sections 208.23 and 308.15 for a violation of the provisions of this Section since the ban is absolute.

If an employee has performed work on 21 straight days, the employee must be granted the next 2 days off. If the next 2 days off occur on regular workdays for that employee, such employee shall, nonetheless, be granted the days off at the straight-time rate of pay.

Exceptions

Employees may work beyond the 21 consecutive day limit only under the following conditions:

1. Any work situation involving an immediate hazard to life or property. This does not include situations limited to a loss of money or revenue only.
2. Employees voluntarily working emergency overtime.

If an employee is called out for emergency duty and declines to respond because of having worked 21 straight days, the employee shall be excused with no penalty. Similarly, an employee called for relief under the sequence provided in the various Relief clarifications, after having worked 21 straight days, will be excused, if the employee declines such assignment.

3. Any prearranged work where it is clear that the assignment to such work is voluntary on the part of the concerned employee.

Determining 21 Straight Days

"Day" as used in this clarification refers to calendar day.

For the purposes of Sections 208.23 and 308.15, the time of day when a work period occurs or the length of any given work period is immaterial. If any work is performed on a given day (except as noted below), such day shall be included in the accumulation of 21 straight days.

The phrases "performed work" and "work is performed" in this clarification are defined as time for which an employee is paid while actively working at such employee's assigned job. This definition does not include travel time, travel time allowance (such as provided in Subsection 201.2(b)), time paid for a meal after dismissal from work and prearranged overtime cancellation payments when the employee has not reported for work. Nor does it include shifts which overlap calendar days by a period of one hour or less, e.g., 11:00 PM - 7:00 AM (standard operating shifts), or 4:00 PM - 12:30 AM and 4:30 PM - 1:00 AM (standard shifts under the Clarification of Section 202.17 or Section 302.7).

1. Any non-workday or holiday on which an employee is not regularly scheduled to work, where an employee volunteers for overtime work (see Exceptions 2 and 3) shall not be included in the determination of 21 straight days, and such days will count as days off for this clarification whether or not the employee works. (Application of this Section will be made to other regular work days where employee does not work, e.g., jury duty, etc.)

2a. One day off during the first 7 consecutive days worked (8 consecutive days for shift employees) shall constitute a break in the 21-day accumulation.

b. One day off after 7 consecutive days of work (8 consecutive days for shift employees) shall not constitute a break in the 21-day accumulation; however, such a day off shall not be counted as a day of work. The count towards 21 consecutive days shall continue upon the employee's return to work. For example, if an employee who has worked 13 consecutive days takes a single day off, the day such employee returned to work shall be the 14th day towards the accumulation of 21 consecutive days.

3. Successive workweeks of 6 days worked and 1 day off are permissible with no requirement of granting 2 consecutive days off.

I. Under the provisions of Sections 208.23 and 308.15, the normal applications with respect to mandatory days off would be one of the following:

0 0 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 0 0 8 8 8

0 0 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X 0 P 8 8

0 0 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X X P P 8

0 0 8 8 8 8 8 X X 8 8 8 8 8 0 X 8 8 8 8 8 0 0 8 8 8

II. Under the provisions for Determining 21 Straight Days, the applications set forth in 2a would be (for 7 consecutive days; principle the same for 8).

7th day off

0 0 8 8 8 8 8 X 0 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 0 0 8 8
0 0 8 8 8 8 8 X 0 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X O P 8
0 0 8 8 8 8 8 X 0 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X X P P

6th day off

0 0 8 8 8 8 8 0 X 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 0 0 8 8
0 0 8 8 8 8 8 0 X 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X O P 8
0 0 8 8 8 8 8 0 X 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 P X X P P

1st to 5th day off

0 0 8 8 8 0* 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 P O
0 0 0* 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 0 0 8
0 0 0* 8 8 8 8 X X 8 8 8 8 8 X X 8 8 8 8 8 X X P P

*Makes no difference whether the day off is with or without pay.

III. Under the provisions for Determining 21 Straight Days, the applications set forth in 2b would be:

0 0 8 8 8 8 8 X X 8 8 8 8 8 X 0* 8 8 8 8 8 0 0 8 8 8
0 0 8 8 8 8 8 X X 8 8 8 8 8 X 0* 8 8 8 8 8 X O P 8 8
0 0 8 8 8 8 8 X X 8 8 8 8 8 X 0* 8 8 8 8 8 X X P P 8
0 0 8 8 8 8 8 X X 8 8 8 8 8 X 0* 8 8 8 8 8 X X 8 P P

*While the example shown here illustrates the example set forth in the letter of agreement, the application would be the same for any day after 7 (8 shift) consecutive days of work. Makes no difference whether the day off is with or without pay. Could be a paid holiday or a day of sick leave with pay or normal day off without pay.

8 = Regular Workday X = Required Overtime Workday

0 = Regular Day Off P = Day Off With Pay