



LETTER AGREEMENT

No. R1-90-153-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

August 14, 1990

Pacific Gas & Electric Co.
215 Market St., Room 916
San Francisco, CA 94106

Attention: Mr. Richard B. Bradford
Manager of Industrial Relations

Gentlemen:

In order to provide a permanent and consistent approach to 12-hour day workweek schedules, Union proposes, pursuant to Subsections 202.16(b) and 10.7(b) of the Physical and Clerical Agreements, that the following provisions be applicable to all such schedules implemented after the date of signature of this Agreement:

1. **INITIAL ESTABLISHMENT OF SHIFTS**

- (a) The shift schedules for specific locations shall 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, employees and classifications affected, start and stop dates, applicable work schedules for involved employees, and methods of filling vacancies at the location. Such schedules may or may not provide for relief shift employees.
- (b) The number of employees working at a location shall not be reduced due to the establishment of a 12-hour shift agreement 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 12-hour schedule agreement for all hours worked outside of the valid work schedule.
- (e) When local 12-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**

Shift employees shall be permitted to eat their meals during work hours and shall not be allowed additional time therefor at Company expense. Meals will be scheduled at intervals of no more than five hours, in accordance with Industrial Welfare Commission Order No. 4-89.

3. **OVERTIME MEALS**

Overtime meals will be handled in accordance with Titles 104 and 16.

4. **WAGES**

Each individual agreement shall establish adjusted wage rates that provide the same compensation during any cycle equivalent to the current compensation for 40-hour workweeks for the same number of weeks.

5. **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, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both Section 208.1 and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.

- (c) **Rest Periods:** An employee's entitlement to a rest period shall be determined by Sections 208.11 and 12.10, amended to provide a rest period following eight hours' work in the 16 hours immediately preceding the beginning of the employee's regular hours on a workday. If an employee's rest period overlaps into his/her scheduled shift, he/she will report to his/her shift at the end of the period, but not until the end of the fourth or eighth hour of shift, whichever follows the rest period first.

In the unlikely event employees work 24 consecutive hours preceding their normal scheduled shift, they will be entitled to a 12-hour rest period at the straight time rate of pay.

6. **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.

7. **SICK LEAVE**

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

8. **VACATION**

- (a) An employee's total entitlement will be converted to hours. A workday will consist of 12 hours, and employees taking vacation will be charged for 12 hours of use. Payment will be on the basis of the applicable wage rate for the classification.

- (b) Vacations will be scheduled by seniority within each shift. Vacation hours constituting less than one full day shall be carried over to the next year.

9. **HOLIDAYS**

- (a) Six fixed holidays will be determined by a vote of the employees. A simple majority will be sufficient to establish those holidays observed. Employees who begin their day or night shift on an observed holiday will receive overtime pay for their 12-hour shift.

- (b) Two 12-hour floating vacation days shall be scheduled in accordance with Sections 103.3 and 14.3 of the Agreements. These days can be scheduled by the employee upon 24 hours' notice; however, a floating holiday may not be used on one of the six observed holidays (Item 6(a) above).

- (c) Employees transferring into a headquarters with 12-hour shift schedule classifications shall be granted the number of hours of holiday time remaining unused during the year in their previous schedule or the amount of holiday hours remaining in the headquarters schedule, whichever is greater.
- (d) Employees transferring out of a headquarters with 12-hour shift schedule classifications shall be granted the number of holidays remaining in the schedule into which they transfer, provided holiday hours taken in advance of the holiday are converted to vacation hours if available.

10. **JURY DUTY**

- (a) Time off for jury duty which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.
- (b) An employee called as a witness, per Subsection 101.11 of the Physical Agreement and Subsection 6.11 of the Clerical Agreement, shall be credited with 12 hours' pay for such day at the appropriate rate of pay.
- (c) In either 7(a) or 7(b) above, if the employee is released, such employee will return to work on the day shift if there are at least four hours remaining prior to the end of the day shift.
- (d) Employees called for jury duty who are working the evening portion of a 12-hour schedule will be placed, for payroll purposes, on the day shift for each scheduled day such employee is required to report for jury duty, and will not be required to work the evening 12-hour shift before or after being required to report for jury duty. However, such employee shall return to work on the day shift upon being released from such duty if there are at least four hours remaining prior to the end of the day shift.

11. **FUNERAL LEAVE**

Time off for funeral leave which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.

12. **HOURS**

Section 202.17, Change of Hours - First Four Days, and the Clarification of Title 10 - Hours of Work, Items III.C.2 and III.D.1, will be modified to provide overtime compensation for all work performed outside of regular work hours for the first three workdays of any situation.

13. **SHIFT PREMIUM**

No shift premium will be paid for the day shift. The night shift will receive a shift premium based on 12 hours at the third-shift premium. For the purposes of the eight hours' overtime contained within the normal 48-hour workweek, the overtime multiplier shall not be applied to the shift premium. The Sunday premium will continue to be paid unless specifically addressed in the local agreement.

14. **ELECTION DAYS**

On election days, affected day-shift employees will be permitted sufficient time to vote and normal commute time with pay prior to reporting to work. This delay in reporting time will be handled by extending the night-shift employees' workday where necessary.

15. **BENEFITS**

All benefits which are currently based on an employee's base rate of pay will continue to be based on the employee's current 40-hour workweek rate. Benefits which are currently based on an employee's actual earnings will be so determined.

16. **DISCIPLINARY LAYOFFS**

Under Positive Discipline, the Company will provide paid 12-hour Decision Making Leaves.

17. **FILLING VACANT POSITIONS**

- (a) If the Company elects to fill a vacant position at any location that does not have relief shift employees or 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 who is on his/her "long change" and has signed the voluntary sign-up list, if applicable, (the operator who will be called is the operator who has the most days off on his non-workdays).
 - (2) Call in the shift employee who is on his/her "long change" (the operator who will be called is the operator who has the most days off on his non-workdays).
 - (3) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and is scheduled to return to work on the same shift that is vacant.

- (4) Call in the shift employee on his/her non-workdays who is scheduled to return to work on the same shift that is vacant.
 - (5) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and previously worked the same shift that is vacant.
 - (6) Call in the shift employee on his/her non-workdays who previously worked the same shift that is vacant.
 - (7) Assign the employee who worked the previous shift while attempting the call-out of another employee.
- (b) Every effort will be made to minimize the occurrence of an employee working in excess of 16 hours and in no instance will an employee be required to work in excess of 24 hours.
- (c) If Relief Shift Employees are utilized, the Labor Agreement Clarification of Titles 202 and 208 for the Hours of Relief Shift Employees shall be amended as follows:
- (1) Section A shall provide that the regular scheduled workdays may be changed by agreement between Union and Company; however, when the relief shift employee's regular schedule provides for a 12-hour shift, the hours of the shift shall be the same as the regular 12-hour-day shift.
 - (2) Section B, Item 1 shall provide that the first watch in a 24-hour day period will be the day shift.
 - (3) Section B, Items 2 and 4 shall be amended to allow employees utilized to cover a vacant shift and who are also scheduled to work a following shift, that would require such employees to work 20 or more hours in a 24-hour period, shall be excused from working the shift, but shall, nevertheless, be paid for the shift.
 - (4) Section D, Item 1 shall be amended to delete the word "consecutive" from the third sentence.
 - (5) Section D, Item 2 will be neither applicable nor utilized under this agreement.

18. **CANCELLATION**

Either the Union or the Company reserves the right to return to the eight-hour shift schedule by giving 30 days' written notice at the local level. The twelve hour shift schedule will be discontinued upon completion of the schedule's cycle.

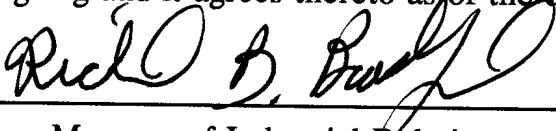
If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Union.

Very truly yours,

LOCAL UNION 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By 
Business Manager

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

August 2 1990 By 
Manager of Industrial Relations