



# LETTER AGREEMENT

## No. R1-92-111-PGE



Pacific Gas and Electric Company  
 Industrial Relations Department  
 201 Mission Street, 1513A  
 San Francisco, California 94105  
 [415] 973-3420

International Brotherhood of  
 Electrical Workers, AFL-CIO  
 Local Union 1245, IBEW  
 P.O. Box 4790  
 Walnut Creek, California 94596  
 [415] 933-6060

Ronald L. Bailey, Manager or  
 David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

September 15, 1992

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

Attention: Jack McNally, Business Manager

Gentlemen:

The purpose of this letter is to further clarify holiday pay of employees under the "nine-80" schedule as described in Letter Agreement R2-90-235. The Company proposes, in certain situations, employees be allowed to forfeit only one floating holiday instead of the two floating holidays currently specified in Letter Agreement R2-90-235.

Currently, all employees are entitled to ninety-six hours of holiday pay, which is the equivalent to twelve eight-hour holidays. In an eight-hour pay schedule, floating holidays are split up into three holidays and the nine fixed holidays listed below:

|                           |                               |
|---------------------------|-------------------------------|
| New Year's Day            | (January 1)                   |
| Washington's Birthday     | (Third Monday in February)    |
| Memorial Day              | (Last Monday in May)          |
| Independence Day          | (July 4)                      |
| Labor Day                 | (First Monday in September)   |
| Veteran's Day             | (November 1)                  |
| Thanksgiving Day          | (Fourth Thursday in November) |
| Friday after Thanksgiving |                               |
| Christmas Day             | (December 25)                 |

Broken up into hours the holiday pay amounts to 96 hours:

|                                     |   |                            |
|-------------------------------------|---|----------------------------|
| 9 Fixed Holidays x 8 hours a day    | = | 72 Hours                   |
| 3 Floating Holidays x 8 hours a day | = | <u>24 Hours</u>            |
|                                     |   | 96 Hours Total Holiday Pay |

The above holiday schedule does not accommodate workers under the "nine-80" work week because, under this schedule, most days are nine hours instead of the above example of eight hours. The "nine-80" work week has both nine and eight-hour work days, as a result, the Company and Union have decided, in Letter Agreement R2-90-235, that the employee under the "nine-80" work week must forfeit two of the three floating holidays and be paid for the remaining hours at the end of the year. An example of an all nine-hour holiday schedule is listed below:

|                                    |   |                  |
|------------------------------------|---|------------------|
| 9 Fixed Holidays x 9 hours a day   | = | 81 Hours         |
| 1 Floating Holiday x 9 hours a day | = | <u>9 Hours</u>   |
|                                    |   | 90 Hours         |
|                                    |   | 6 Hours Back Pay |

Under this agreement the employee is entitled to only one floating holiday even if they have more than one full day of back pay.

The Company proposes, as soon as an employee has secured eight or more hours of back pay, they may opt to convert this holiday pay into an additional second floating holiday.

The accumulation of additional holiday pay will occur only when the employees fixed or floating holidays fall on eight-hour days. The following is an example of an employee who works eight hours every other Monday, while alternate Mondays are non-work days. In this example four fixed holidays land on eight-hour Mondays:

| <u>Holiday</u>            | <u>Date / Day</u>  | <u>Holiday Pay</u> |
|---------------------------|--|--------------------|
| New Year's Day            | (January 1)  | 9 hours            |
| Washington's Birthday     | (Third Monday in February)                                   | 8 hours            |
| Memorial Day              | (Last Monday in May)   | 8 hours            |
| Independence Day          | (July 4, Saturday, becomes floating holiday taken on Monday) | 8 hours            |
| Labor Day                 | (First Monday in September)                                  | 8 hours            |
| Veterans Day              | (November 11)  | 9 hours            |
| Thanksgiving Day          | (Fourth Thursday in November)                                | 9 hours            |
| Friday after Thanksgiving |  | 9 hours            |
| Christmas Day             | (December 25)  | 9 hours            |
| Floating Holiday          |  | 9 hours            |

In this example the employee receives a total of eighty-six holiday hours. Therefore, the employee will receive ten hours of back pay. This broken down further below:

|                                    |   |                            |
|------------------------------------|---|----------------------------|
| 5 Fixed Holidays x 9 hours a day   | = | 45 Hours                   |
| 1 Floating Holiday x 9 hours a day | = | 9 Hours                    |
| 4 Fixed Holidays x 8 hours a day   | = | <u>32 Hours</u>            |
|                                    |   | 86 Hours Total Holiday Pay |
|                                    |   | 10 Hours Back Pay          |

In this example the employee has the option to either receive ten hours of back pay or take an additional floating holiday of either eight or nine hours and receive the remaining time (one or two hours) as back pay.

The employee may exercise this option as soon as it is apparent they will have the sufficient hours to enable them to take the additional floating holiday.

Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and the Union's Business Manager.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By   
Manager of Industrial Relations

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 12, 1992

By   
Business Manager