



LETTER AGREEMENT LA R2-24-27-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
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OAKLAND, CA 94612
650.832.8674

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
707.452.2700

MATTHEW LEVY
SENIOR DIRECTOR

BOB DEAN
BUSINESS MANAGER

November 13, 2024

Mr. Bob Dean, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dean:

The parties have met to discuss updates to the alternative 12-Hour work schedule agreement pursuant to Subsections 202.16(b) and 10.7(b) of the Physical and Clerical Agreements, This Letter Agreement cancels and supersedes Letter Agreement 93-98.

1. ESTABLISHMENT OF SCHEDULES BY LOCAL AGREEMENT

- (a) The 12-hour work schedules for specific locations shall be established through individual local letters of agreement, to be signed by Union's assigned Business Representative and Company's assigned Labor Relations Representative. Each local agreement will include the following information:
- Location and department involved.
 - Covered classifications.
 - Work schedules which include begin and end times of shifts.
 - Shift Premium pay application in accordance with Section 13 of this agreement.
 - Shift meal period(s) of at least one-half hour per meal period and define whether the meal period(s) is paid or unpaid in accordance with Title 104 of the Physical Agreement and Title 16 of the Clerical Agreement
 - Methods of filling vacant shifts at the location.
 - Applicable static seven-day workweek definition for covered employees, including start and stop times of workweek. The defined seven-day workweek cannot be altered without negotiating an amendment to the local letter agreement.
 - Work schedules must be adhered to as defined in the agreement and not changed during the scheduled work rotation (4 week, 5 week, 6 week, etc.), except as outlined below:

- Exchanges of shifts under Section 202.24 of the Physical Agreement are only allowed if the exchange does not change the number of regularly scheduled work hours within the defined workweek for either employee and does not incur additional overtime.
 - Whenever possible, changes to a regular work schedule should occur at the start of a new shift rotation. However, changes to a regular work schedule may occur at any time during the scheduled shift rotation for purposes such as: hours change due to temporary upgrades, bidding into a covered classification, etc. In such instances, the employee's work schedule may be altered, and the Company will make its best efforts to schedule enough work hours to equal the employee's regular schedule for applicable pension credit.
- Shall include a minimum of thirty-day (30) cancellation clause.
- (b) The number of employees working at a location shall not be reduced due to the establishment of a 12-hour work schedule 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 to a five-day, 8-hour schedule and a Sunday at 12:00 a.m. to Saturday at 11:59 p.m. defined workweek.
 - (e) Company will abide by the parties' collective bargaining agreement for all hours worked outside of the regular work schedule.

2. MEALS

Shift employees shall be permitted to eat their meals during work hours and shall not be allowed additional time at Company expense. All meals during regularly scheduled hours will be scheduled at intervals of no more than five hours.

3. OVERTIME MEALS

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

4. SCHEDULES

Each local agreement shall establish a 12-hour a day work schedule based on the defined seven-day workweek. Each schedule within the workweek must be clearly defined to ensure proper allocation of hours worked to the appropriate workweek.

- (a) The schedule may alternate the number of regularly scheduled hours worked each week. The regularly scheduled work hours will average 40 hours per week over the course of the scheduled shift rotation. Employees will be paid for actual hours worked, or other paid time off taken (e.g. vacation, sick time, etc.) as applicable, within each pay period.
- (b) To ensure proper pension credit of 40 hours for each week of a multiple week regular schedule rotation, the payroll code for "in-lieu overtime" must be used to account for regularly scheduled hours over 40 within the defined workweek when the regularly scheduled workweeks do not average more than 40 hours per week over the course of the schedule rotation. This is to offset scheduled workweeks with less than 40 regularly scheduled straight-time hours within the regular schedule rotation.

- (c) Straight-time hours and regularly scheduled hours paid at the overtime in-lieu of straight-time rate shall be pension eligible. All pension eligible hours will be "credited" as straight-time hours [Hourly wage as defined in Exhibit X of the Physical Agreement or Exhibit F of the Clerical Agreement] for pension credit purposes, regardless of the rate of pay. In no circumstance will employees be credited with pension eligible hours more than the average of 40 hours per week over the schedule rotation. Except for overtime in-lieu of straight-time pay as outlined above, and consistent with current pension provisions, overtime hours are not pension eligible.
- (d) In some cases, due to constraints on available staffing and/or coverage for anticipated workload, regular schedule rotations may be agreed to that average out to more than 40 hours per week over the course of the rotation. In such cases, the number of hours regularly scheduled into the rotation that exceed the average of 40 hours per week will be paid as regular overtime in accordance with Titles 208 and 12 and will not be coded as in-lieu overtime. These regular overtime hours will be documented as prearranged overtime on the employees' timecards and will not be pension eligible.

5. OVERTIME

- (a) No daily overtime will be paid for regularly scheduled hours worked during the workday of an employee's regular twelve-hour schedule unless the regularly scheduled work exceeds 40 hours of scheduled time within the defined workweek. In that case, the employee will be paid for hours in the regularly scheduled workweek that exceed 40 hours per week at the time and a half in lieu of straight-time pay rate as outlined in Section 4(b) above or regular overtime as outlined in Section 4(d) above. Hours worked in addition to the employee's regular schedule will be paid at the appropriate overtime rate under the collective bargaining agreement.
- (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 from "(b) time worked in excess of eight hours on a workday" to "(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 the employee's scheduled shift, the employee will report to their 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 event the employee's rest period overlaps beyond the eighth hour of their regularly scheduled shift, the employee will be excused from reporting for the duration of their regularly scheduled shift. Based on operational need, an employee may be required to return upon the conclusion of their 8-hour rest period when directed by their leader.
- (d) 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. DAILY 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 can be used in increments of one hour in accordance with Section 112.6 of the Physical Agreement and 7.6 of the Clerical Agreement. Sick leave will be paid at the straight rate of pay, regardless of the number of hours scheduled for the workweek during which it is taken. Sick leave will not be charged for regular overtime that may be included in regular schedules as described in 4(d) above.

8. VACATION

Employees will be charged vacation hours equal to the regularly scheduled work hours for each workday vacation is taken, which may include regularly scheduled workdays of less than 12 hours. Vacation will be paid at the straight rate of pay, regardless of the number of hours scheduled for the workweek during which it is taken. Vacation will not be charged for regular overtime that may be included in regular schedules as described in 4(d) above.

9. HOLIDAYS

- (a) The same holidays will be observed as listed in Section 103.1 of the Physical Agreement and Section 14.1 of the Clerical Agreement and each holiday shall provide for 8 hours of holiday pay.

- (b) **Employee works their regular scheduled shift on a Company holiday and does not have a Holiday Form on file:**

Employees who begin their regularly scheduled shift on the holiday will receive 8 hours holiday pay, overtime for 8 hours of their regularly scheduled shift as provided in Title 208 of the Physical Agreement and Section 14.7 of the Clerical Agreement, and overtime in-lieu of straight-time pay for the remainder of regularly scheduled hours, if applicable, above the 8 hours of overtime.

- (c) **Employee works their regular scheduled shift on a Company holiday and has a Holiday Form on file:**

Employees who begin their regularly scheduled shift on the holiday will bank their 8 hours of holiday pay and will be paid overtime in-lieu of straight-time for their regularly scheduled hours worked on a holiday.

- (d) **Employee's regular scheduled shift falls on a holiday and the employee does not work:**

To account for a 12-hour shift not worked on a holiday, in addition to the 8-hour holiday pay, employees must use 4 hours of available in-lieu holiday hours. If no in-lieu holiday hours are available, employees have the option to use 4 hours of vacation, 4 hours of floating holiday, or 4 hours of Time Off With Permission Without Pay to make up the remaining regularly scheduled work hours.

1. If any schedule includes shifts with less than 12 hours, but more than 8 hours, the employee will be required to supplement the additional time off beyond 8 hours in accordance with (d) above.

10. JURY DUTY

- (a) Time off for jury duty which occurs on a regularly scheduled workday will result in the employee being credited with their regularly scheduled hours of pay up to 12 hours.
- (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 their regularly scheduled hours up to 12 hours' pay for such day at the appropriate rate of pay.
- (c) In either 10(a) or 10(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 their regularly scheduled hours of pay up to 12 hours.

12. **HOURS**

Section 202.17, Change of Hours - First Four Days, Subsection (b), and the Clarification of Title 10 – Hours of Work, Items III.C.s 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**

Local Letter of Agreements shall include shift premium pay application consistent with Title 110 of the Physical Agreement and Title 11 of the Clerical Agreement as applicable. No shift premium will be paid for the day shift. The night shift 12-hour work schedules will receive a shift premium based on 12 hours at the third-shift premium.

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. **DISCIPLINARY LAYOFFS**

Under Positive Discipline, the Company will provide paid Decision Making Leaves for regularly scheduled work hours (up to 12 hours) for pay purposes.

16. **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 unless other procedures are developed locally:

- (1) Call in the shift employee who is on their "long change" and has signed the voluntary sign-up list, if applicable, (the employee who will be called is the employee who has the most days off on their non-workdays).
- (2) Call in the shift employee who is on their "long change" who has not signed the voluntary sign-up list, if applicable, (the employee who will be called is the employee who has the most days off on their non-workdays).
- (3) Call in the shift employee on their 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 their non-workdays who has not signed the voluntary sign-up list, if applicable, and who is scheduled to return to work on the same shift that is vacant.
- (5) Call in the shift employee on their non-workdays who has signed the voluntary sign-up list.
- (6) Call in the shift employee on their non-workdays who has not signed the voluntary sign-up list.

- (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 18 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 Regular Schedules:** Shall provide that the regular scheduled workdays may be changed by local 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 (e.g. 6:00 a.m. to 6:00 p.m.).
 - (2) **Section B Relief Assignments:** Item 1 shall provide that the first watch in a 24-hour day period will be the day shift.
 - (3) **Section B Relief Assignments:** 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 following shift but shall be paid for that shift at the straight-time rate.
 - (4) **Section D Redesignation of Non-Workdays:** Item 1 shall be amended to delete the word "consecutive" from the third sentence.
 - (5) **Section D Redesignation of Non-Workdays:** Item 2 will be neither applicable nor utilized under this agreement.

17. TRAINING CLASSES

In the week prior to or following workweek(s) when an employee attends training, the Company may increase or decrease the number of hours the employee is scheduled to work. In no instance, shall an employee attending training be scheduled to work less than the number of regularly scheduled work hours for the week(s) involved. Time spent traveling to and from training at a temporary headquarters may be included as part of the total regular hours worked for that week.

To minimize disruption of the total regularly scheduled hours in any given week when attending training, and to ensure the employee maintains the proper number of regular work hours for the week in question, whenever possible training provided should be during a week where 40 or less hours are scheduled.

To ensure adequate rest, when scheduling training for employees assigned to the night shift, whenever possible, the Company shall reassign the employee to a day shift for the duration of the training, including the day prior to and the day after the training.

Application of regularly scheduled hours worked in excess of 40 hours in a defined workweek and applicable pension credits shall be the same as outlined in Section 4 of 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 and shall begin at the start of a new pay period.

19. IMPLEMENTATION

Due to the payroll software updates required to properly implement new 12-hour work schedules necessitated by the terms of this agreement, the parties have discussed an appropriate timeline for implementation and have agreed to the following:

- The provisions of Section 9 "Holidays" will be effective October 1, 2024.
- All remaining portions of this Agreement, including changes in any current established work schedules, that differ from the existing provisions established in LA 93-98 will be effective no later than January 1, 2025.

20. OVERSIGHT COMMITTEE

The Company and Union shall each appoint three members to be part of an Oversight Committee. The Oversight Committee will attempt to resolve any issues that may arise regarding this Letter of Agreement within forty-five (45) days. Issues that the Oversight Committee cannot resolve will be subject to the party's grievance procedure Subsection 102.3(a)(2) timelines will be waived for the forty-five (45) day period.

If you agree, 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: 
Matthew Levy
Senior Director

The Union is in agreement.

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

Nov 15, 2024
_____, 2024

By: 
Bob Dean
Business Manager