



June 1, 1993

Engineers and Scientists of
California, MEBA
340 Fremont Street
San Francisco, CA 94105

Attention: Mr. Ben Hudnall, Business Manager

Gentlemen:

This letter cancels and supersedes Letter Agreement R1-90-34.

Pursuant to Subsection 26.1(a) of the Agreement, Company proposes to allow the establishment of nine-hour per day work schedules by the execution of local letters of agreement. Such agreements which are in accordance with the following, may be executed by the Division Human Resources Manager and the ESC Business Representative responsible for the area establishing such schedules.

Schedule

The "nine-hour" schedule is based on a two workweek cycle and is voluntary by employee. Employees electing not to work this schedule will remain on an eight hour per day/five days per week schedule which is within the time/band day established by the nine-hour schedule.

- 1. Week 1: Four nine-hour days, one eight-hour day: 44 hours
- Week 2: Four nine-hour days, one day off: 36 hours

Example

	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Week 1	X	9	9	9	9	8	X
Week 2	X	9	9	9	9	X	X
Repeat Week 1							
Repeat Week 2							

2. In this example, every other Friday is a non-scheduled day. The non-scheduled day off will be the same day every other week. Time card employees must turn in a time card on scheduled days off using an "X" in the hour column with "Regular Day Off" in the description column.
3. Work hours may be scheduled within the 7:00 a.m. - 7:00 p.m. band with a half-hour lunch.
4. Schedules may be established using the 44/36-hour workweek cycle with other designated non-scheduled and non-workdays, provided such days are consecutive.

Meals

Lunch period will normally be five hours after start. However, consistent with Section 7.3, the regular lunch period may be advanced or delayed up to one-half hour by the supervisor without the payment of overtime.

Overtime Meals

No employee shall be required to work more than five hours without a meal except as provided above.

Overtime

No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. Overtime at the time and a half rate shall be paid for time worked in excess of nine hours on a nine-hour workday or eight hours on an eight-hour workday. Double time will be paid for time worked in excess of 12 consecutive hours on a workday or for callouts. Provisions of Subsections 17.2(c) and (d) will apply for time worked on a non-workday or holiday.

Upgrades

In the "Schedule" example, the normal practice shall prevail Monday through Thursday. On Fridays, upgrades will be made among all personnel working the same hours including those working prearranged overtime, if applicable.

Sick Leave, Vacation Holidays, Jury Duty and Funeral Leave

Sick leave, jury duty, funeral leave and vacation will be converted to hours. An employee who is off for either will be charged for eight or nine hours (as appropriate for the individual's schedule), subject to the following conditions:

- 1) Sick Leave - Employees shall be charged in increments of one hour.
- 2) Vacation - An employee, upon returning to the regular eight-hour workday, may elect to have Company purchase any fractions of less than four hours vacation remaining; or may elect to take a full day off and be paid only for that amount of fractional vacation allowance due. Employees remaining on eight/nine hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year, subject to the provisions of Subsection 9.10(a).
- 3)a. Holidays - Eight or nine hours' pay will be paid for holidays. The provisions of Section 8.4 shall apply to holidays on an employee's non-workday (utilizing the eight/nine hour credit as applied in Item No. 2 above).
- b. For schedules which begin or continue into a new calendar year, eight or nine hours pay will be paid for the following holidays (depending on the employee's work schedule and date of holiday):

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Floating Holiday	

In order to maintain the same total number of hours of pay for holidays, two of the three Floating Holidays have been eliminated, and the Company will purchase the remaining hours of fractional holiday pay each year.

- c. Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

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Either the Company or Union reserves the right to return to the five-day, eight-hour shift schedule by giving a 30-day written notice.

Copies of all locally executed agreements shall be forwarded to Company's Manager of Industrial Relations and Union's Business Manager in order to be valid. Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and 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.

ENGINEERS AND SCIENTISTS OF CALIFORNIA,
MEBA

8-11, 1993

By 
Business Manager