



Agreement in Principle on AWS and Start Times, implementation delayed
ESC Local 20 PG&E SP&D and GDPM&E Update: June 8, 2018
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Service Planning and Design and GPM&E AWS Bulletin

Due to the need for information this bulletin is being distributed before negotiations are final. There may be changes to the final outcome but since management has communicated that the start of Alternative Work Schedules is June 11, the Union has decided to issue this message.

Alternative Work Schedules

Because a Letter of Agreement with the Union is not finished, the implementation of alternative work schedules will be delayed until at least June 25th (the earliest pay period start date by which an LOA can be finished).

As many of you know from the Union's last communication management intended to limit start times (initially to 7am only!). Knowing how important start times are to work-life balance, the Union immediately began the fight to protect the range of start time that we negotiated for in LOA 18-02; from 6am to 8am. The Union cited its arbitration wins that required management to prove an operational reason that a group of employees could not change their start times and the long standing practice of allowing individual start times of 7, 7:30 and 8am. In addition, the Union pointed out the availability of 6 am and 6:30 am start times in many HQ's - especially in HQ's that offered these times as mitigations to lengthened commutes as the result of previous consolidations.

In response, management cited the complexity of managing five separate start times with 9-80s, noting that potentially there would only be a two and half hour window where all employees in a work group could be required to be in the office and that any meeting lasting longer than 3 hours could require the paying of travel time, overtime, and/or missed meal payments. In addition, management claimed that the inclusion of 6am to 8am start times in the LOA meant it could dictate start times between those times. In response to the concerns of the Union, management offered to settle by offering two start times, 7am and *either* 6am or 8am as chosen by the majority of employees not choosing 7am. Management also communicated a strong willingness to arbitrate this matter.

The Union knew that the limitation to two start times would be a devastating blow to work-life balance and was not in keeping with the intent of our agreement. The Union negotiated start times between 6am and 8am precisely to address hardships brought on by consolidation. Still, grievances can take years to resolve and in the meantime members would be limited to two start times. Also grievances that go to arbitration are ultimately decided by a third party and could result in negative consequences, no matter how strong the Union's argument.

That is why the Union asked members to contact management directly to communicate how much they valued the flexibility in start times, Thank you to all the members who stepped up. You truly made a difference! Especially moving were those members who communicated on the behalf of their co-workers in true Union fashion, even though the changes would not affect them.

Because of your efforts, the Union was able to reach an agreement in principle to preserve a range of start times. The usual nature of a settlement is a compromise but because of member action, a settlement was achieved that the Union's PG&E Executive Board could approve!

Outline of the settlement agreement:

- Employees may elect 8 hour days with half hour or hour lunch, or 9-80s and either a half hour or hour lunch.
- Base start time of 7am with potential alternative start times limited to 6am or 8am only (see below).
- An alternative start time of either 6am or 8am as chosen by the majority of employees not starting a 7am, per supervisor group.
- Employees who can demonstrate a hardship (child care, kin care, school start times, commute, etc) may start at the alternative start time not chosen by the majority of employees not starting at 7am.
- Employees may change their start times with supervisor approval to accommodate changes (such as end of school year for children, parents being placed in assisted living, etc.). A demonstrable hardship will be required to start at the alternative start time not chosen by the majority of employees not starting at 7am.
- In order to accommodate training needs once per quarter, with 2 weeks notice management may require all employees to start at 7am for 1 day. Doing so will not result in the payment of travel time overtime or missed meals.

The Union is still working to improve the agreement. Once again the Union thanks all the members who spoke up for themselves and others to preserve start time options which are so vital to work-life balance. The Union believes that in the end, flexibility like this results in a more productive workforce and will benefit members and their families.

In solidarity,
John Mader, President
Joel Foster, Secretary-Treasurer
Joshua Sperry, Senior Union Representative