



**Pacific Gas and
Electric Company.**

LETTER AGREEMENT NO. R1-14-27-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE
SUITE 130
WALNUT CREEK, CA 94598
925.974.4401

STEPHEN RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

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

TOM DALZELL
BUSINESS MANAGER

October 20, 2014

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

Dear Mr. Dalzell:

As a result of recommendations from the joint job bidding committee, the parties agree to update Title 18 of the Clerical Agreement and Titles 205 and 305 of the Physical Agreement as discussed below and reflected in the attachments to this agreement. The language changes will be effective as of the date this agreement is signed and the revised language will be incorporated into the Agreements after the next general negotiations.

A summary of the changes agreed to are as follows:

Title 18:

1. Language changes consistent with changes made in Title 205 during 2011/2012 negotiations shall be implemented as soon as possible after the execution of this agreement.
 - a. Subsections 18.4(g)(3) and 18.5(g)(3) – all bids cancelled if employee moves into a different position, consistent with Physical CBA.
 - b. Subsection 18.14 – limit the requirement to provide union notification of bypass given that job awards are posted, consistent with Physical CBA.
 - c. Subsection 18.9(b)(3) – eliminate application date for seniority tie-breaker.
2. Clarify and simplify seniority tie breaker provisions; see attached Subsection 18.9
 - a. Subsection 18.9(b) – simplify tie breaker provisions for new hires after 1/1/15.
 - b. Subsection 18.9(b)(2) – clarify that the successful completion of the pre-employment test applicable to the vacancy is used as the secondary factor to determine a tie breaker for employees hired before 1/1/15.
 - c. Subsection 18.9(c) – for employees hired after 1/1/15, simplify tie breaker provisions by only random number assignment to determine seniority tie-breaker.
3. Clarify local authority to agree upon Exchange of Headquarters in accordance with L/A R2-88-21; see attached Subsection 18.16.
4. Simplify new job at headquarters and job awards posting process by eliminating need to email outdated distribution lists. Instead, make new job at headquarters and job awards available on the HR intranet for Clerical staff to access and post locally and provide to designated IBEW representatives; see attached Subsections 18.4(h) and 18.18.

Title 205:

1. Clarify and simplify seniority tie breaker provisions; see attached Subsection 205.9
 - a. Subsection 205.9(b) – simplify tie breaker provisions for new hires after 1/1/15.
 - b. Subsection 205.9(b)(2) – clarify that the successful completion of the pre-employment test applicable to the vacancy is used as the secondary factor to determine a tie breaker for employees hired before 1/1/15.
 - c. Subsection 205.9(c) – for employees hired after 1/1/15, simplify tie breaker provisions by only using random number assignment to determine seniority tie breaker.
2. Correct typo in Section 205.15.
3. Incorporate Letter Agreement 81-95 in Subsection 205.17(b).
4. Clarify local authority to agree upon Exchange of Headquarters in accordance with L/A R2-88-21; see attached Subsection 205.18.
5. Simplify new job at headquarters and job awards posting process by eliminating need to email outdated distribution lists. Instead, make new job at headquarters and job awards available on the HR intranet for Clerical staff to access and post locally and provide to designated IBEW representatives; see attached Subsections 205.4(h) and 205.20.

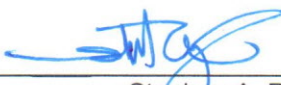
Title 305:

1. Simplify new job at headquarters and job awards posting process by eliminating need to email outdated distribution lists. Instead, make new job at headquarters and job awards available on the HR intranet for Clerical staff to access and post locally and provide to designated IBEW representatives; see attached Subsections 305.7(i) and 305.9.
2. Clarify and simplify seniority tie breaker provisions; see attached Section 305.10
 - a. Subsection 305.10(b) – simplify tie breaker provisions effective 1/1/15.
 - b. Subsection 305.10(b)(2) – clarify that the successful completion of the pre-employment test applicable to the vacancy is used as the secondary factor to determine a tie breaker for employees hired before 1/1/15.
 - c. Subsection 305.10(c) – for employees hired after 1/1/15, simplify tie breaker provisions by only using random number assignment to determine seniority tie breaker.

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 & ELECTRIC COMPANY

By: 

 Stephen A. Rayburn
 Director and Chief Negotiator

The Union is in agreement.

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


 _____, 2014

By: 

 Tom Dalzell
 Business Manager

ATTACHMENT 1

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

18.4 PREBID PROCEDURE

Any regular employee of Company may submit a prebid on any existing job classification and headquarters for which the employee desires consideration in accordance with the following procedure provided the employee does not exceed a combined maximum number of 200 prebids and transfers. This maximum will not apply to employees subject to the provisions of Title 19. (Amended 6-1-03)

(a) **Eligibility:** To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Section 18.8. A list of existing classifications by headquarters with appropriate prebid numbers is available *online from the Company's Human Resources web site*. (Amended 1-1-09)

(b) **Forms:** Prebids must be submitted *electronically through PG&E@Work For Me (from the Company's intranet or the Internet)*. (Amended 1-1-09)

(c) *(Deleted 1-1-09)*

(d) **Timeliness:** Company shall not consider any prebid which was received by Company *on or after the control date which is the date the fully authorized job vacancy report was received by the Centralized Job Bidding Team (CJBT)* to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid *prior to the control date* on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. *After two lists have been exhausted, Company may fill the job at its discretion under the provisions of Section 18.12.* (Amended 1-1-09)

(e) **Date of Receipt:** The date of receipt will be the date *received by the CJBT*. (Amended 1-1-09)

(f) **Acknowledgement:** Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee via e-mail of any known reason which might preclude the employee's filling the classification on which the employee has submitted a prebid, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available *electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet)*. (Amended 1-1-09)

(g) **Cancellation of Prebids:** Prebids are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters (and shift, if appropriate) on which the prebid was made. Company will notify an employee of the cancellation of employee's prebids as indicated below. Cancellation shall be effective as follows:

(1) at the expiration of one year from the date of the prebid and after 15 calendar days' advance notice from Company,

(2) *immediately upon the employee's declining an appointment to the classification and headquarters on which the prebid was submitted*, (Amended 1-1-09)

(3) *immediately after any employee's change of headquarters or, classification, or position*
(Amended 1-1-09)

(4) *(Deleted 1-1-09)*

(5) immediately upon receipt of authorization from an employee to cancel a prebid, or

(6) upon receipt of authorization from the CJBT to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 19.9, with notification to the employee by the CJBT of such cancellation. In the latter cases, the employee's prebid will be given the appropriate 18.8 consideration for 15 calendar days from the time the CJBT notifies employee of such cancellation. (Amended 1-1-09)

(h) **New Jobs at a Headquarters:** The Company shall post, on all ~~bulletin boards throughout the System~~ the HR intranet and send to IBEW representatives as designated by the Business Manager, a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, on the first or fifteenth of any month, as soon as such jobs are authorized to be filled. Such notice shall remain posted until the next Directory listing the new classification is posted on the bulletin board, but not less than 15 days. If no prebids are received 18 days after the date shown on the notice, or *after two lists have been exhausted*, Company may fill the vacancy *at its discretion* under the provisions of Section 18.12. (Amended 1-1-09 and 1-1-11)

(i) An employee who is the senior, qualified bidder to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. (Added 1-1-88)

(j) **Prebid Directory:** The Company shall identify all prebidable classifications covered under the Physical and Clerical Agreements. Such identification shall include the location, function and prebid number. (Added 1-1-91)

(k) **Accepting Job Offer:** An employee will be expected to provide a response by the next business day if s/he is offered a position that will not result in the employee needing to relocate his/her residence.

An employee will be expected to reply within 48 hours of receiving a job offer request when accepting the offered position will result in the employee needing to relocate his/her residence. Under certain circumstances of hardship or operational needs, the supervisor offering the position may grant up to 72 hours for the employee to respond. Further, based on operational needs, an employee may be granted the use of a floating holiday or vacation day to assist in determining whether or not to accept a job offer. Failure to respond in the aforementioned time frame will cause the employee's bid to forfeit.

An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with his/her supervisor at which s/he can be reached if a job offer is extended. As an alternative, an employee may voluntarily leave his/her supervisor a prioritized list of vacancies s/he will accept if offered a position. This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation. (Added 6-1-03)

18.5 FILLING BEGINNER'S CLASSIFICATION

Whenever Company intends to fill a beginner's classification, Company shall fill it in the following sequence:

(a) Transfers made by regular employees who are entitled to preferential consideration under Section 19.9.

If a vacancy in a beginner's classification is not filled in accordance with the provisions of (a) above, it will be filled in the following manner:

(b) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters. (Amended 1-1-91)

(c) In making appointments to fill the remaining one-half of the vacancies in beginner's classifications in each Line of Progression or one-half of the vacancies in regularly scheduled part-time jobs in a given headquarters, Company shall give preferential consideration to regular physical and clerical employees with at least one year of service unless transferring to a part-time classification with a higher wage rate or from a part-time position to a full-time, who have previously requested in writing a transfer to fill such vacancies. An employee who is the senior, qualified transferee to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. Preference for appointment shall be given to the employee in each classification who has the greatest Service in the following sequence: (Amended 6-1-03)

(1) To such physical and clerical employee in the Bidding Unit where the vacancy exists. (Priority 2 status transfer) (Amended 1-1-91)

(2) To any other such physical or clerical employees. (Priority 3 status transfer)

The provisions of this Subsection shall be applicable to a beginner's classification in a Line of Progression at a headquarters where a transfer application for such vacancy is on file and the number of unrestricted appointments under provisions of Subsection 18.5(b) exceeds transfers.

All transfer requests must be submitted *electronically through PG&E@Work For Me (from the Company's intranet or the Internet)*. In no event shall the Company consider any transfer application which was received by the *Centralized Job Bidding Team (CJBT) on or after* the established control date. The control date is first established on the date the fully authorized personnel requisition is received by the *CJBT* to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment - no transfers on file. (Amended 1-1-09)

(d) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify *the employee* via e-mail of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available *electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet)*. (Amended 1-1-09)

(e) Within ten calendar days after the first of each month, Company shall, within each Bidding Unit or Department, provide Union information on beginning job vacancies that have been filled the previous month as follows: (Amended 1-1-91)

- (1) Name of individual, *personal identification* number, employment date and classification.
(Amended 1-1-09)
- (2) Classification of vacancy filled.
- (3) Department and Headquarters of vacancy filled.
- (4) Date vacancy filled.
- (5) Show whether vacancy is regular or part-time.
- (6) Show whether vacancy is filled by transfer, new hire or new hire-no transfers on file.
- (7) Show whether vacancy resulted from the downgrading of a higher classification or is a newly established position at the headquarters.

(f) The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title: (Amended 1-1-11)

Utility Clerk
Clerk D
Machine Operator B
Data Entry Operator
Computer Operator III
Gas Chart Calculator
Utility Telephone PBX Operator
Utility Typist
Utility Stenographer
Reprographics Operator B
Utility Machine Operator
Word Processing Operator
Meter Reader and Utility Clerk
Service Representative I

(g) By written agreement between Company and Union, this list of beginner's classifications may be changed.

(h) Cancellation of Transfers: Applications for Transfer are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters on which the transfer application was made. Company will notify an employee of the cancellation of employee's applications for transfer as indicated below. Cancellations shall be effective as follows:

(1) at the expiration of one year from the date of the transfer and after 15 calendar days advance notice from Company,

(2) *immediately* upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted, (Amended 1-1-09)

(3) *immediately* after any employee's change of headquarters—~~or~~ classification, or position (Amended ~~1-1-09~~)

(4) (~~Deleted 1-1-09~~)

(5) immediately upon receipt of authorization from an employee to cancel a transfer, or

(6) upon receipt of authorization from the *CJBT* to cancel transfer because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 18.9 with notification to the employee by the *CJBT* of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Amended 1-1-09)

(i) Accepting Job Offer: An employee will be expected to provide a response by the next business day if s/he is offered a position that will not result in the employee needing to relocate his/her residence.

An employee will be expected to reply within 48 hours of receiving a job offer request when accepting the offered position will result in the employee needing to relocate his/her residence. Under certain circumstances of hardship or operational needs, the supervisor offering the position may grant up to 72 hours for the employee to respond. Further, based on operational needs, an employee may be granted the use of a floating holiday or vacation day to assist in determining whether or not to accept a job offer. Failure to respond in the aforementioned time frame will cause the employee's bid to forfeit.

An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with his/her supervisor at which s/he can be reached if a job offer is extended. As an alternative, an employee may

voluntarily leave his/her supervisor a prioritized list of vacancies s/he will accept if offered a position. This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation. (Added 6-1-03)

18.9 PREFERENCE BY LENGTH OF SERVICE

(a) When employees in the same preferential sequence as provided in Section 18.8 are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment. (Amended 1-1-88)

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker between employees hired before January 1, 2015:

(1) any prior *regular* service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority; (Amended 1-1-11)

(2) the employee who first successfully completed the Physical Test Battery, Clerical Test Battery, or POSS (DCPP), whichever equivalent test version is applicable to the vacancy, all preemployment tests shall be deemed to have the greater seniority;

(3) the employee whose application was first filed with the Company will be deemed to have the greater seniority; or

(4) the parties will determine which employee is deemed to have the greater seniority by a mutually agreed upon method of chance, such as a coin flip. (Added 1-1-88)

(c) For employees hired on or after January 1, 2015, whose hire date is the same, a random number will be assigned to determine the seniority tie-breaker. The employee with the lower number is deemed to have the greater seniority.

(d) In the implementation of Title 19, the parties may agree to a process different than the above. (Added 6-1-03)

18.14 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 18.8, Company shall notify Union of the decision prior to such appointment. Notifications will be limited to bypasses for reasons other than 1) lack of minimum qualifications and 2) outside of the Line of Progression. (Amended 1-1-88)

18.16 EXCHANGE OF HEADQUARTERS

Company, by written local agreement with Union (L/A R2-88-21), may consent to an exchange of headquarters between employees in the same classification or classifications having identical, scheduled wage rates and Line of Progression without reference to the foregoing provisions of this Title.

18.18 POSTING OF JOB AWARDS

(a) (Deleted 1-1-88)

(b) Company shall post biweekly on the bulletin boards in each headquarters within the system HR intranet a list of all job awards made through prebids and through transfers since the last list was posted and shall provide such list to IBEW representatives as designated by the Business Manager. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. Such lists will be posted biweekly at each headquarters by the assigned Clerical staff. (Amended 1-1-88)

ATTACHMENT 2

TITLE 205. JOB BIDDING, PROMOTION AND TRANSFER

205.4 __PREBID PROCEDURE

(h) **New Jobs at a Headquarters:** The Company shall post, on the HR intranet and send to IBEW representatives as designated by the Business Manager all bulletin boards throughout the System, a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, on the first or fifteenth of any month, as soon as such jobs are authorized to be filled. Such notice shall remain posted until the next Directory listing the new classification is posted on the bulletin board, but not less than 15 days. If no prebids are received 18 days after the date shown on the notice, or after two lists have been exhausted, Company may fill the vacancy at its discretion under the provisions of Section 205.13.

205.9 PREFERENCE BY LENGTH OF SERVICE

(a) When employees in the same preferential sequence as provided in Section 205.7 are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment. (Amended 1-1-88)

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker between employees hired before January 1, 2015:

(1) any regular prior service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority; (Amended 7-25-12)

(2) the employee who first successfully completed all the preemployment tests - Physical Test Battery, Clerical Test Battery, or POSS (DCPP), whichever equivalent test version is applicable to the vacancy, shall be deemed to have the greater seniority;

(3) (Deleted 7-25-12)

(4) the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance, such as a coin flip. (Added 1-1-88)

(c) For employees hired on or after January 1, 2015, whose hire date is the same, a random number will be assigned to determine the seniority tie-breaker. The employee with the lower number is deemed to have the greater seniority.

(d) In the implementation of Title 206, the parties may agree to a process different than the above. (Added 10-1-03)

205.15 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 205.7, Company shall notify Union of the decision prior to such appointment. Notifications will be limited to bypasses for reasons other than 1) lack of minimum qualifications and 2) wrong outside of the Line of Progression. (Amended 7-25-12)

205.17 APPOINTMENT DUE TO URGENT NECESSITY

(a) Notwithstanding anything contained in the foregoing provisions of this Title, Company by agreement with Union, may appoint, to fill a job vacancy, any employee who requests such appointment for reasons of urgent necessity, such as impairment of the employee's health or that of a member of the employee's family, or the lack of adequate educational facilities for the employee's children in the locality in which the employee has been employed, provided, however, that an appointment shall not be made hereunder to a classification which has a wage rate higher than the classification of the employee who requests the transfer. For consideration under this Section, an employee shall submit to the Company, by United States mail, a letter outlining reasons for such request in accordance with Letter Agreement 91-99 (See Exhibit XIII - Procedures to be Utilized in Connection with Hardship Transfers.) When a vacancy occurs at a location that could alleviate the employee's problem, Company and Union may agree in writing to the appointment of the employee to such vacancy. (Amended 1-1-94)

(b) Where the conditions of 205.17(a) have been fully met in the case of an apprentice or trainee and both the Company and Union agree to a relocation, the provisions of 205.17(a) shall govern over the Master Apprenticeship Agreement and other similar training agreements (L/A 81-95).

205.18 EXCHANGE OF HEADQUARTERS

Company, by written local agreement with Union (L/A R2-88-21), may consent to an exchange of headquarters between employees in the same classification and Line of Progression without reference to the foregoing provisions of this Title. *(Amended)*

205.20 POSTING OF JOB AWARDS

(a) (Deleted 1-1-88)

Company shall post biweekly on the ~~bulletin boards in each headquarters within the system~~ HR intranet a list of all job awards made through prebids and through transfers since the last list was posted **and shall provide such list to IBEW representatives as designated by the Business Manager**. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. Such lists will be posted at each headquarters biweekly by the assigned Clerical staff. *(Amended 1-1-88)*

ATTACHMENT 3

TITLE 305. JOB BIDDING AND PROMOTION

305.7 GENERAL CONSTRUCTION PREBID PROCEDURE

(i) **New Jobs in a Promotion-Demotion Geographic Area:** The Company shall post, on the HR intranet and send to IBEW representatives as designated by the Business Manager ~~all bulletin boards throughout the System,~~ a notice describing all new classifications in any promotion-demotion geographic area on the first or fifteenth of any month, as soon as such jobs are authorized to be filled. Such notice shall remain posted until the next Directory listing the new classification is posted on the bulletin board, but not less than 15 days. If no prebids are received 18 days after the date shown on the notice, or after two lists have been exhausted, Company will have 60 days to fill the vacancy in a manner as described in the provisions of Section 205.13.

305.9 POSTING OF JOB AWARDS (Added 10-1-03 Amended)

Company shall post biweekly on the bulletin boards in each headquarters within the system ~~HR intranet~~ a list of all job awards made through prebids and through transfers since the last list was posted and shall provide such list to IBEW representatives as designated by the Business Manager. Such list will include the job vacancy number (where appropriate) and the Promotion/Demotion Geographic Area, the appointed employee's name and Service, and the Section of this Agreement relied upon for the award. Such lists will be posted biweekly at each headquarters by the assigned Clerical staff.

305.10 PREFERENCE BY LENGTH OF SERVICE (Added 10-1-03)

(a) When employees in the same preferential sequence as provided in Section 305.7 are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment.

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker between employees hired before January 1, 2015:

(1) any regular prior service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority; (Amended 7-25-12)

(2) the employee who first successfully completed the Physical Test Battery, Clerical Test Battery or POSS for Nuclear Operator (DCPP), whichever equivalent test version is applicable to the vacancy, all preemployment tests shall be deemed to have the greater seniority;

(3) (Deleted 7-25-12)

(4) the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance, such as a coin flip.

(c) For employees hired on or after January 1, 2015, whose hire date is the same, a random number will be assigned to determine the seniority tie-breaker. The employee with the lower number is deemed to have the greater seniority.

(d) In the implementation of Title 306, the parties may agree to a process different than the above.