



**Pacific Gas and
Electric Company.**

LETTER AGREEMENT NO. 17-28-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
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ROBERT JOGA
SENIOR 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 2, 2017

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:

With the goal of improving the Title 212 emergency response process for Title 200 Physical employees, the Company and Union agreed to pilot an automated call-out system using the vendor ARCOS, beginning in August 2012. In Letter of Agreement 14-46 the parties agreed to implement the ARCOS system on a regular basis with employees within Electric Operations. Now the Company is proposing to implement ARCOS with Title 200 Physical employees in Gas Field Services.

In recognition of the evolving utilization of ARCOS, and its ability to conform to interpretation of the existing contractual language, the parties agree to discuss updated language for a potential system wide Letter of Agreement.

Classifications Included in Implementation

Implementation of the automated call-out process will include Title 200 Physical employees in Gas Field Services and will begin as soon as administratively possible following the execution of this agreement. Other departments and classifications may be added in the future by agreement between Labor Relations and the IBEW leadership.

Local Agreements on Call-Out Procedures

All documented local agreements on call-out procedures which were identified by the parties prior to the execution of this agreement will be honored and Company will attempt to configure ARCOS to comply with these local agreements. If any of these local agreements previously identified by the parties cannot be automated in ARCOS, they shall nevertheless remain in effect.

Following the implementation of this agreement, the parties may still negotiate changes to on-call schedules or agree to new on-call schedules in lieu of using the Title 212 procedure, in accordance with Section 212.12 of the Agreement.

In headquarters where local documented agreements exist regarding Section 212.8 Unanticipated Extension of the Workday, for example, an agreement to assign employees from the 212 sign-up list for work that comes in 30 minutes prior to the end of the regular work day, the local parties must continue to manually administer these processes since they cannot be automated in ARCOS.

Modification of Call-Out Procedures

In accordance with Section 212.12, Company proposes the following modifications and clarifications in order to apply the Title 212 procedures to the automated call-out process.

1. Employees are responsible for using the ARCOS system when removing themselves from the call-out roster in accordance with Subsection 212.2(c). When removing themselves from the call-out roster, employees will be required to indicate the reason in accordance with Subsections 212.2(c) (1), (2) or (3). The automated system will notify the supervisor when an employee removes him/herself from the call-out roster, and the employee shall provide sufficient advance notice as is currently required in the Agreement.
2. The provisions of Section 212.3 Call Outs and Response, including its clarifications and related precedent-setting grievance settlements, will be modified or clarified for the application of the automated call-out system, as follows:
 - a) The following language in Section 212.3 regarding call-outs to employees will be modified. "Company is only required to make an attempt to contact by telephone an employee during an emergency period and such employee will be charged only one refusal. An "attempt" includes redialing a telephone number once when a busy signal or no answer results from the first attempt." An "attempt" in the automated system is defined as follows:
 - The ARCOS system shall call each employee based upon the phone number(s) provided by the employee.
 - The employee may provide up to three phone numbers and determine the order in which they should be called.
 - The phone numbers provided by the employee may be any combination of the same phone numbers or different phone numbers.
 - The total time elapsed for each call from the first ring to the completion of the message left will be a minimum of 45 seconds.
 - b) The information included in the call received by employees and/or message left for employees when they don't answer a call, will include the nature of the emergency, the location of the emergency and the name of the on-call supervisor. In the event an employee misses a call, he/she will have the opportunity to call back into the system and, if there is still a need, the employee has the opportunity to accept the assignment.
 - c) An "emergency period" for purposes of this agreement will be 24 hours, 0700 to 0700, and there will be seven emergency periods per week. Only one attempt will be made during the emergency period. If an employee makes him/herself unavailable (refuses or cannot be reached) and a second emergency arises during the same emergency period, the Company has no obligation to call the employee.
 - d) There is no change to the current provisions in Section 212.3 regarding sick leave, doctor and dental appointments, and vacation.
 - e) Calls may be made to successive employees on the same list simultaneously if more than one employee in the same classification, with the same qualifications, is required.

- f) If an outage occurs in the ARCOS system, the system is otherwise unavailable, or management uses a manual call-out process in lieu of using ARCOS, the same call-out procedure will be manually implemented, using the data that was input into the ARCOS system effective the previous Friday.
- g) This agreement is not intended to modify existing letters of agreement or precedent grievance settlements regarding the availability of employees for call-out. Employees are responsible for entering accurate information into the ARCOS system regarding their availability for call out.
- An employee must indicate in the automated system when they are not available for call-out because they are scheduled for prearranged overtime or are already working on overtime (such as extension of the work day).
 - Upon completion of an overtime assignment, each employee is responsible for indicating in ARCOS that they are available for call-out. Failure to do so will result in the employee not being called again until s/he makes him/herself available or after the system is reset for the start of their next regularly scheduled workday.
 - Existing contract language and precedent grievance settlements continue to apply to an employee's availability for call-out including, but not limited to when they:
 - Attended a doctor/dental appointment during regular work hours;
 - Are on a Floating Holiday during regular work hours, or;
 - Are on a rest period.

Once the 212 sign-up list has been exhausted in a headquarters, ARCOS shall automatically call employees from the Annual 212 sign-up list in the headquarters. At the Company's discretion, ARCOS may be configured to automatically make call-outs from the Annual 212 list by seniority, hours, or other methods, and to automatically make call-outs beyond the headquarters, such as to neighboring headquarters, or other qualified classifications as needed.

Oversight Committee

A joint Company-Union Oversight Committee will be created including up to four members selected by the Union and four members selected by the Company. The Committee will meet as needed to address issues related to the automated call-out system. All enhancements to ARCOS functionality or processes will be discussed and approved by the Oversight Committee. For any disputes arising out the administration of the call-out process, including at the First Step of the grievance procedure, the supervisor and shop steward should review ARCOS call-out data in an attempt to settle the dispute. If the supervisor and shop steward are unable to settle such a dispute, it may be referred to the Oversight Committee for review, in which case the Committee may waive the grievance filing timeline in Subsection 102.3(a)(2) if the matter takes longer than 30 days to settle.

Unanticipated Changes

In the event of policy, procedural or negotiated changes that impact the automated call-out process, Title 212 and/or this agreement specifically, the parties will meet to discuss the impacts and make modifications if necessary. For example, a cell phone policy that prohibits answering a call while driving may disadvantage employees who are unable to respond to an automated call out.

This proposal has been discussed with Assistant Business Manager Anthony Brown.

Either party may cancel this agreement by providing the other party with 60 days' written notice of cancellation.

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: *Robert Joga*
Robert Joga
Senior Director and Chief Negotiator

The Union is in agreement.

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

October 16th, 2017

By: *Tom Dalzell*
Tom Dalzell
Business Manager