



LETTER AGREEMENT R1 LA 20-23-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE
SUITE 130
WALNUT CREEK, CA 94598
925.974.4461
MATTHEW LEVY
SENIOR DIRECTOR

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

April 4, 2020

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:

The Federal Government, the State of California, and several counties within the State have declared a State of Emergency in response to the COVID-19 virus. In addition to the implementation of State and local orders to remain at home or to shelter in place, the Company has taken several steps to help support the social distancing protocols to reduce risk., including having employees self-quarantine in accordance with Centers for Disease Control and Prevention (CDC) Guidelines, practice social distancing, where feasible, to work remotely, and time-off protocols to accommodate COVID-19 impacted employees.

The Company is committed to the health and safety of our employees and providing safe and reliable electric and gas service to our customers.

In recognition of the dedication and response of our employees and in conjunction with Company-Union discussions on this issue, the Company and Union have agreed to take additional steps to ensure that emergency and critical work continues while balancing social distancing considerations during this crisis through the creation of temporary alternative work schedules for work crews within Division Electric Distribution Field Operations. The temporary alternative work schedules will:

- Provide enhanced seven (7) days per week coverage that would ensure our crews are available to perform work on the electric distribution system;
- Enhance emergency response by having crews regularly scheduled to work on weekends;
- Support social distancing by staggering start times
- Reduce the number of crews working in our service territory on a given day; and,
- Provide our crews with three (3) consecutive days off per week to increase social distancing.

Covered Classifications

Unless otherwise provided for under the terms of this agreement, pursuant to the provisions of LA-93-96, Division Electric Distribution crews, from the following classifications, shall be assigned to a four (4) day per week, ten (10) hours per day, alternative work schedule, as set forth in this agreement:

SAP Code	IBEW T200 Classification
50449466	Apprentice Lineman
50010191	Electric Crew Foreman
51784961	Electric Crew Foreman, Service
50010242	Electric T&D Assistant
50010323	T&D Equipment Operator

50010246	Unassigned Lineman
50010188	UG Const. Crew Foreman (Elec)
50010202	Working Foreman
50010375	Cable Splicer
50010244	Lineman
51784667	Lineman, Service
51863059	Electric Line Assistant
50010234	Underground Constr Journeyman - Elec
50010376	Appr Cable Splicer
50010199	Cable Crew Foreman
50010380	Unassigned Cable Splicer
50010082	Hiring Hall Lineman - Division - Exper
50010216	Utility Worker - Electric Maintenance
50071055	Hiring Hall Utility Worker
50010184	Night Cable Crew Foreman
50010378	Night Cable Splicer
50010243	Night Electric Transm & Dsbn Assistant
50010325	Night T&D Equipment Operator

Alternative Work Schedule

The alternative work schedule shall be as follows:

<u>Schedule 1: (4 Days – 10 Hours)</u>	<u>Schedule 2: (4 Days – 10 Hours)</u>
Sunday – Wednesday	Wednesday – Saturday
<ul style="list-style-type: none"> • Company shall determine scheduled crew start time between the hours of 6AM and 9AM. Once a shift start time is established, the start times cannot be changed more than once per pay period. • Company may stagger start time of crews • The forty (40) hours worked under these alternative work schedules shall be at straight time, except as otherwise provided below. 	

Saturday and Sunday regularly scheduled workdays:

On an employee’s regularly scheduled Saturday or Sunday workday, the company will pay employees for the duration of their regularly scheduled work hours to remain at home, fit for duty, ready to work, and shelter in place; unless, at the Company’s discretion there is work for crew(s) to perform. Should the Company determine there is work to perform, employees who report to the field to perform work will have those hours transitioned from the regular straight time rate of pay to pay at two times their regular rate of pay. At no time will an employee be paid at a rate greater than two time the rate of pay.

Should an employee be sick on a regularly scheduled Saturday or Sunday, consistent with expectations for any other scheduled workday, the employee must contact their Supervisor before the start of their shift to report their unavailability for work. If sick and unavailable, employees shall have their time recorded accordingly and will not be eligible for the standby pay provided in the preceding paragraph.

Sunday premium will apply under this section to employees who are regularly scheduled Sunday (Schedule 1) and are assigned to perform work that requires the employee to report to work or a job site, from the hours of 6AM to 7PM on a Sunday. Employees who are on standby are not eligible for Sunday premium.

Schedule 1 & 2 Selection Process:

The Company shall retain discretion to determine the number of employees on a crew; however, generally crew size will be comprised of three (3) or greater. Once the Company determines the number and crew

size at a yard and the selection process begins, Foremen and Journeymen actively at work on the date selections begin, shall have the opportunity to designate their preference, starting from the Foremen/Journeymen with the most company seniority, to either Schedule 1 or 2. The Company will endeavor to accommodate those requests, however, should the company determine a need to balance distribution of a Schedule on 1 or 2 not satisfied by the preference designation, the Company may assign Foremen/Journeymen starting from the Foremen/Journeymen with the least company seniority. All other classifications will be assigned to a crew by the company. Employees not actively at work when the selection process begins shall be assigned at the Company's discretion.

Once crews are established the intent will be to maintain the crew compliments for the duration of this agreement unless business needs justify otherwise.

Night classifications in San Francisco shall be assigned to Schedule 1 workdays and remain on night work hours beginning at 8:30PM. Sunday premium will apply to Night classification employees who are regularly scheduled (Schedule 1) and are assigned to perform work that requires the employee to report to work or a job site on a Sunday. Employees who are on standby are not eligible for Sunday premium.

Yards with Multiple Crews

So long as this agreement is in effect, there will be a running rotation whereby if it is determined by the Company there is work to perform on a Saturday and/or Sunday a crew(s) regularly scheduled for such day, will be assigned to perform such work starting from the Foremen at that yard with the most company seniority and his/her crew. Once a crew(s) has been assigned work on a Saturday or Sunday the process will repeat on a rotating basis moving the crew who previously reported to the bottom and then starting again with the next crew led by the most senior crew foremen.

Service Crews

Consistent with the shift start times contained in this agreement, Service Crews hours will be adjusted by the Company and Service Crew employees may be assigned to work with other crew members. Service Crew employees will also be expected to shelter in place on their regularly scheduled Saturday or Sunday workday, the company will pay employees for the duration of their regularly scheduled work hours to remain at home, fit for duty, ready to work, and shelter in place; unless, at the Company's discretion there is work for crew(s) to perform. Should the Company determine there is work to perform, employees who report to the field to perform work will have those hours transitioned from the regular straight time rate of pay to pay at two times their regular rate of pay. At no time will an employee be paid at a rate greater than two times the rate of pay.

Should an employee be sick on a regularly scheduled Saturday or Sunday, consistent with expectations for any other scheduled workday, the employee must contact their Supervisor before the start of their shift to report their unavailability for work. If sick and unavailable, employees shall have their time recorded accordingly and will not be eligible for the standby pay provided in the preceding paragraph.

Term of Agreement

This Agreement will begin at 12:01am Sunday, April 12, 2020 and remain in effect until Saturday, May 2, 2020 at 11:59pm. This agreement shall terminate on May 2, 2020 unless the parties agree in writing to extend.

Expeditious Oversight Committee

The parties agree to expeditiously resolve any disputes that may arise under this agreement. 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 and will meet within five (5) business days, prior to grievances being filed.

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



By: _____

Tom Dalzell
Business Manager

_____ April 4th, 2020