

LA 20-41-PGE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS 375 N. WIGET LANE SUITE 130 WALNUT CREEK, CA 94598 925.974.4461 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 95696 707.452.2700

MATTHEW LEVY SENIOR DIRECTOR TOM DALZELL BUSINESS MANAGER

June 30, 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 State of California has 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.

To that end, the Company is taking additional steps to ensure that emergency and critical work continues during this crisis at the Bishop Ranch Gas Control Center. The Company and Union have agreed to extend a temporary work schedule for all System Operators and temporary assignment of some System Operators to an alternate temporary headquarters (Vacaville) as detailed below:

- 1. System Operators assigned to the Bishop Ranch Control Center will work Day Shifts from 0600-1800.
- System Operators assigned to the Vacaville Alternate Headquarters will work Night Shifts from 1800-0600.
 The Vacaville Alternate Headquarters may change during this agreement. Alternate headquarters identified are the Brentwood Compressor Station (Brentwood Terminal) and the San Ramon Valley Conference Center. The night shifts from 1800-0600 will remain constant regardless which alternate headquarters is utilized.
- 3. Previously agreed to Headquarter and Shift assignments for System Operators will be altered. New assignments will be seniority based. The seniority based assignments will be valid throughout the duration of this agreement, regardless if work location changes occur. To eliminate operational and employee risk, the seniority based assignments will be phased in over several weeks. This movement will be determined based on the following factors: 1) Employee safety; 2) Operational consideration; 3) Availability of three alternate locations (Brentwood Compressor Station, Bishop Ranch, Building Y, Interim Gas Control Center and Bishop Ranch, Building Z, Simulation Room), to ensure the appropriate isolation process is followed; and 4) Current sequestration schedule. Current assignments will continue at the start of this agreement and be in effect until the seniority based assignments are completed. New assignments will be considered as part of the agreed to schedule. Therefore, no schedule change will result in the payment of overtime.
- 4. In accordance with Title 201, Lodging will be provided by request from the employee to the supervisor. Lodging will be required if round-trip commute is in excess of 2 hours 45 minutes.
- 5. System Operators and Company Management are responsible to meet hours of service guidelines in accordance with LA 13-69 and 49 CFR 192.631.

- 6. In accordance with Title 202.22, Travel time to and from employees' abode or lodging will be paid as outlined. This is applicable only to the Vacaville location, and will apply to any future alternate headquarters, such as the Brentwood Compressor Station (Brentwood Terminal) or the San Ramon Valley Conference Center.
- 7. Two separate voluntary Prearranged and Emergency overtime sign up lists will be maintained by the company. One for the existing Bishop Ranch Center and one for the Temporary Vacaville Center. All overtime hours will be credited and charged accordingly. Once all employees return to reporting to their regular headquarters, all overtime hours credited and charged will be recorded on the master overtime list at the Bishop Ranch Center. It is understood by signing the list the employee is volunteering to overtime at the corresponding headquarters. Employees will not be allowed to volunteer at the opposing headquarters, for the duration of the agreement.
- 8. During this temporary work schedule, and in an effort to avoid over/underpayments, the factored rate normally applied to 12-hour work schedules will be waived. The System Operators will be compensated at their normal unfactored rate and will be paid accordingly for hours worked. The Company reserves the right, at any time during this agreement, to return the employees to a factored straight-time rate of pay, on their temporary schedule, with 30 days written notice to the Union.
 - a. For example, when System Operators work 48 hours in a week, they will be paid 40 hours at the straight-time rate of pay, 4 hours of overtime in lieu of straight-time (1.5x rate of pay), and 4 hours of "true" overtime (paid at the appropriate overtime rate of pay).
- 9. At the end of the temporary work schedule agreement, employees will be returned to their current schedule at their current, factored straight-time rate of pay.
- 10. Employees will be eligible for Shift and Sunday Premium pay in accordance with Section 110 of the Physical Agreement and LA 13-79.
- 11. Parties agree to temporarily change the schedules for:
 - a. Journey System Operators (Transmission & Distribution) that are currently on a rotating 6 week schedule (LA SR-18-77).
 - b. Sr. Distribution System Operators that are currently on a Monday Friday 7:00 a.m. 3:30 p.m. schedule (Subsections 202.8 & 202.9).
 - c. Apprentice Transmission Gas System Operators and Apprentice Distribution Gas System Operators that are currently on a Monday Thursday 7:00 a.m. 5:30 p.m.

This agreement cancels and supersedes Letter Agreement 20-27 and will be in effect, Sunday, June 14, 2020 to Thursday, October 1, 2020. This agreement may be cancelled by the Company if operational needs change. This agreement is only applicable as a result of the COVID-19 pandemic and for the System Operators working for Gas Control Center Operations.

This agreement has been reviewed by Mike Adayan, Assistant Business Manager.

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

Business Manager

Jul 1, 2020 , 2020

By: _____ Tom Dalzell