



LETTER AGREEMENT LA 20-43-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
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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

August 11, 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 parties met to discuss Division, Electric Field Operations, utilization of contractor "Combined Construction Management" (a.k.a. "CCM" and "Dock Crews") *, to support business needs. The parties mutually agreed for the purposes of this agreement only, the Company may use signatory contractors and/or PG&E employees to inspect and coordinate contractor performed work and that when the Company uses CCM contractors to perform work, that is agreed to be work normally performed by bargaining unit employees, the following will apply:

1. At each headquarters, area or work jurisdiction where the CCM contractors are performing work normally performed by bargaining unit employees, the Company will make available the opportunity for T200 crews (listed in bullet 3) to work extended work hours, which may include Prearranged Overtime (POT), that affords an equivalent work schedule to what is being offered to CCM contract crews (e.g. five (5) days per week, ten (10) hours per day, etc.).
 - Title 104 – Meals will apply to those employees working the aforementioned extended work schedules for the time worked during the duration of hours that are comprised of the CCM contract crews' equivalent work schedule. However, for the two (2) hour timeframe beyond their regular eight (8) hour work schedule, employees will receive an in-lieu meal payment or will be able to take a restaurant meal upon dismissal (Title 104.10) and ½ hour overtime. After ten (10) hours of work, normal contractual meal provisions will apply and the next meal will be earned approximately four (4) hours after the last meal was earned.
2. To support balancing of work plans and the opportunity to work a voluntary work schedule, those T200 employees as provided for in number 1. above, will be given an opportunity to sign-up and commit to periods of four (4) weeks at the onset, and thereafter to rolling four (4) week intervals, for the offered equivalent contractor work schedule, provided the Company continues to maintain contracting of CCM crews and there are sufficient volunteers to staff a minimum of a two (2) man crew (i.e. two (2) linemen or above per crew minimum). Employees may elect individual work day(s) or weeks, but after election of the voluntary work schedule, the employee must adhere to that work schedule for each four (4) week duration the employee chooses. Such voluntary work schedule election shall close following regular work hours, Thursday, four (4) weeks prior to the next four (4) week rotation. Schedules pursuant to this agreement will not count towards POT total hours pursuant to Section 208.16.

*CCM/Dock Crews are third-party contract crews limited to those that currently directly support Division work execution responsibilities, which are under the current direction of the Division or Regional management team. CCM/Dock Crews are not contract crews performing work in the areas under a different current Company leadership team (e.g. Major Projects and Programs, T300 work).

- 3. Only employees, assigned to Division, Electric Field Operations crews within the following classifications, at locations where there are CCM contractor crews working, will be eligible to sign-up for a voluntary schedule equivalent, as described in numbers 1. and 2. above:

50010191	Electric Crew Foreman
50010244	Lineman
50010246	Unassigned Lineman
50449466	Apprentice Lineman (Must have successfully completed Advanced Overhead training)

Other classifications not mentioned above shall not be eligible.

- 4. The Company may continue to use crews on shift, first, to respond to emergencies (at employee(s) current rate of pay on shift). Should the Company determine additional resources are needed for emergencies, the Company will exhaust the applicable 212 list, the annual list, and then call Title 300 resources consistent with the provisions of LA-09-41. For this agreement only, and for the Title 200 classifications covered under this agreement (see number 3. above), failure to call the annual list may result in a bypass. The Company will continue to offer the appropriate Title 200 and 300 bargaining unit employees prearranged overtime, consistent with the provisions of LA-09-41.

OVERSIGHT COMMITTEE

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 within forty-five (45) days. Issues that the Oversight Committee cannot resolve will be subject to the party's grievance procedure Subsection 102.3(a)(2) timelines will be waived for the forty-five (45) day period.

This agreement is made without prejudice to either party's position on any and all issues related to contracting.

The parties affirm the validity of letter agreements 09-41 and 19-02 which includes a commitment to hire the greatest number of apprentices permitted by ratio.

Upon 45 days written notice, either party may cancel this agreement.

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

Aug 12, 2020, 2020

