



LETTER AGREEMENT NO. 22-28-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
BOB DEAN
BUSINESS MANAGER

October 11, 2022

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

Dear Mr. Dean,

With the goal of improving the emergency response process for Environmental Field Specialist, and pursuant to LA-09-11, the Company and Union met to discuss implementing ARCOS with Title 200 Physical employees in Environmental Management in the Shared Services Organization. ARCOS will replace the existing 800 service the Company has been utilizing for environmental emergency response.

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 for Shared Services will include Title 200 Physical employees in Environmental Management. The current Line of Progression includes Environmental Field Specialist, Senior Environmental Field Specialist and Senior Consulting Environmental Field Specialist.

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.

Call-Out Procedures

In accordance with Letter Agreement 09-11, Company will follow the existing practice of on-call procedures and scheduling, which are as follows:

1. Environmental Field Specialist, Senior Environmental Field Specialist and Senior Consulting Environmental Field Specialist are required to participate in an on-call rotation system. For scheduling purposes only, the classifications are considered the same for company seniority purposes.
2. The required on-call roles are defined as Primary and Secondary. Primary is the first person to be contacted. Secondary is the second person to be contacted.
3. Employees will be required to be on call a minimum of two weeks per year (one week as Primary and one week as Secondary). If there are less than 52 employees in the identified classifications, additional on-call weeks may be required. Annually, if there are more than 52 employees within the identified classifications, only 52 employees will be required to maintain a Primary and Secondary on-call role. The 52 employees required to be on-call will be determined by reverse seniority. However, as long as the total headcount remains above 52 employees, no employee shall be exempted from being on-call annually more than one time until all employees have had an annual on-call exemption.

4. If headcount is below 52, employees may volunteer for additional weeks of on-call duty prior to the Company assigning the on-call duty to the employee(s) with the least seniority.
5. On-call duty duration is one week at a time, from 0700 Monday to the following Monday at 0700.
6. Scheduling period occurs no later than October 1st, to be completed no later than December 1st.
7. Employees will indicate their preference for their on-call duty in order of Company seniority
8. Upon completion of on-call schedule, employees are allowed to swap schedules or find coverage for on-call duties with Supervisor approval.
9. Overtime compensation will be in accordance with Letter Agreement 09-11 and consistent with the Company's policy about pay for additional time worked for management employees.

Call Outs and Response, for the application of the automated call-out system, are as follows:

- a) Company will make an attempt to contact by telephone an employee during an emergency period. 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:
 - i. The ARCOS system shall call each employee based upon the phone number(s) provided by the employee.
 - ii. The employee may provide up to three phone numbers and determine the order in which they should be called.
 - iii. The phone numbers provided by the employee may be any combination of the same phone numbers or different phone numbers.
- b) ARCOS Callout Sequence
 - i. The ARCOS system shall call the Primary employee to respond to the callout. 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.
 - ii. After three attempts to the Primary employee have been completed, the ARCOS system will be programmed for a 5-minute delay before chaining to the Secondary employee.
 - iii. The ARCOS system shall then call the Secondary employee to respond to the callout. 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.
 - iv. After three attempts to the Secondary employee have been completed, the ARCOS system will be programmed for a 5-minute delay before chaining to the On-Call Supervisor.
 - v. The ARCOS system shall call the On-Call Supervisor to respond to the callout. 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.
 - vi. After three attempts to the On-Call Supervisor have been completed, the ARCOS system will be programmed for a 5-minute delay before chaining to repeat the process.
- c) 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.
- d) 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.

Oversight Committee

Any issues arising from the Agreement will be discussed by the Joint Company-Union Oversight Committee already established. 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 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, 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 Managers Mike Adayan and Jody Castro.

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 AND ELECTRIC COMPANY

By: 
Matthew Levy
Senior Director

The Union is in agreement.

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

_____ Oct 12, 2022 ____, 2022


By: _____
Bob Dean
Business Manager