

## NO. 19-10-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

> TOM DALZELL BUSINESS MANAGER

April 24, 2019

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:

MATTHEW LEVY

DIRECTOR

This letter captures the agreement reached by the Company and IBEW with respect to the Distribution and Transmission Control Center ad hoc discussions. The following details the agreement of the parties:

Upon ratification, the Company will provide a ten-percent (10%) wage increase for all System Operator classifications in the Transmission and Distribution Control Centers (classifications included: Assistant System Operator, Apprentice System Operator, System Operator, Lead System Operator, and Relief System Operator).

The parties agree to modify Letter of Agreement R1-05-21 and other applicable agreements, as necessary, to reflect the following:

- 1. A. System Operator classifications within Distribution and Transmission Control Centers: Following the effective date of this Agreement, new hires and bidders into Assistant System Operators, Apprentice System Operators, System Operators, Relief System Operators, and Lead System Operators (LSO's), shall remain in their Control Center for five years before being allowed to bid or transfer to another position outside of his/her current headquarters. Such employees may still bid or transfer for promotions/demotions that are within the line of progression (LOP) and headquarters. Employees who bid or transfer into a new classification within their line of progression will not be required to begin a new five-year retention period.
  - B. System Operator classifications within Transmission Control Centers:

    Upon ratification, Grid Control Center (GCC) incumbents will have a 30-day period to exercise the option of maintaining their current wages and bidding rights, or voluntarily relinquishing their bidding rights as follows in exchange for the wage increase (including the elimination of the 30-month wage progression of the journey System Operator). Incumbent employees who accept the new proposed wage rates, will remain in the Grid Control Center for 36 months before being allowed to bid or transfer to any other position outside of the GCC. Such employees may still bid or transfer for promotions/demotions that are within the line of progression and headquarters. Incumbents who opt into the wage increase and bid and transfer restrictions following the initial 30 days opt-in period, but not to exceed the maximum opt-in period of six months, shall have their bids restricted in accordance with 1.A. above (i.e., five-year retention period).
  - C. System Operator classifications within Distribution Control Centers: System Operators, Relief System Operators, and LSO's may only bid to other Distribution Control Centers within their line of progression,

during the restriction stated in 1.A. above (five-year retention period for new hires or new bidders). Employees who bid into a new DCC or a new classification within their line of progression will not be required to begin a new five-year retention period.

- 2. The 30-month wage progression for System Operator, SAP 50010339 and 50010342, shall be collapsed to a single wage rate. The single 2019 wage rate, upon ratification, is \$67.99; such rate is inclusive of the 10% and already reflects the 10% increase set forth in this Agreement.
- 3. Transmission and Distribution Control Center employees within the System Operator LOP shall maintain a minimum standard for work attire, consistent with maintaining a safe and professional environment. Such attire will require long pants, skirts/dresses, closed-toed hard-soled shoes, and shirts or blouses/dresses that cover shoulders and midriff (IBEW clothing consistent with the criteria above and fire-resistant (FR) clothing acceptable).
- 4. A. Transmission and Distribution Control Centers, Lead System Operators: The Company may assign all System Operator activities to a Lead System Operator, regardless of duration. This includes the option of utilizing an LSO who is already at work to fill an entire vacant shift, whether the LSO is on straight time or overtime. If the Company elects to fill a vacant shift that requires a call out, the current shift-filling protocol (Relief Agreement or Local Agreement) will continue to be followed.
  - B. Distribution Control Centers: Company and Union will establish a committee to jointly develop a selection process for qualified bidders to Lead System Operator (LSO). The selection process is to be modeled after the Electric Grid Control Center process (Letter of Agreement 14-52).
- 5. The parties will develop an agreement within the Distribution Control Centers to provide for observance of the ten Company Holidays for employees working alternative work schedules, 12-hour shifts, that is similar to the Grid Control Center (GCC) model. All holidays shall be paid eight hours (no more than 80 hours holiday/year).
- 6. The Company may assign work performed at all Distribution Control Centers to any qualified Distribution System Operator, at all levels (Assistant System Operator, Apprentice System Operator, System Operator, Lead System Operator, and Relief System Operator), regardless of the employee's rate of pay (e.g., straight time, 1.5x overtime, and double time), facilities the work is supporting, if the work resulted from a vacant shift, or the geographic location of the work. This includes the transfer of workload, as assigned by the Company, real-time operations or planned work, between DCC's. The parties recognize that this proposal is not intended to change the job scope of any classification.

<u>Emergency Overtime</u> - Employees will sign the Emergency Overtime List by headquarters. The Company may determine at which headquarters that emergency overtime work is needed. Once determined, the Company will use the list at such headquarters, in accordance with Title 212, of the collective bargaining agreement.

<u>Prearranged Overtime Equalization</u> - For purposes of equal distribution in accordance with Section 208.16, employees working within Distribution, within the same classification, regardless of location, shall have prearranged overtime work distributed as equally as is practicable. If the Company has a need to require prearranged overtime and there are no volunteers, employee(s) will be assigned based upon lowest prearranged hours worked at the headquarters where the Company has determined the prearranged overtime is needed.

<u>Vacant Shifts</u> – If the Company determines there is a need to fill a vacant shift, the filling of vacant shifts will continue to be at the headquarters where the vacant shift exists.

7. Transmission Grid Control Centers, System Operators and Lead System Operators may be assigned to work at either the Vacaville Grid Control Center or Rocklin Grid Control Center. The Company will endeavor to accommodate employee preferences at each of these work locations. Employees assigned to work in Rocklin will be paid travel time and mileage in excess of their normal commute to Vacaville GCC. The Company may determine the number/classifications of employees required to work in either Rocklin or

Vacaville. Company will offer opportunities to work in Rocklin first to volunteers. If there are more volunteers than needed, Company will make selections by seniority. Company may bypass senior volunteers if their commute costs exceed those of another volunteer. If there are insufficient volunteers to work in Rocklin, employees will be assigned by reverse seniority.

8. For a two-year period following ratification, a joint Company-Union Oversight Committee will be established

which will consist of two members selected by the Company and two members selected by the Union. This Committee will address issues associated with the implementation of this Agreement including the LSO selection process for Distribution described above. Any issues that cannot be resolved by the Oversight Committee will be referred to director-level leadership at the Company and the IBEW Assistant Business Manager responsible for Electric Operations negotiations. By mutual written agreement the parties may agree to extend the Oversight Committee beyond the two-year period.

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

Director.

The Union is in agreement.

May 13th

LOCAL UNION NO. 1245, INTERNATIONAL

BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

2019

Tom Dalzell Business/Manager