

LETTER AGREEMENT

NO. 20-06-PGE



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

January 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 Company and Union met to discuss the Snap Ring failures on 500kv circuit breakers at PG&E substations. In order to resolve these equipment failures as quickly and efficiently as practicable, the Company desires to have the repair work performed by current IBEW represented classifications. The Company anticipates this work to span over a two-year project period and will require specialized training to be provided by vendor ABB Inc. in Pennsylvania. The parties agree to the following:

OVERSIGHT COMMITTEE:

The Company and Union shall each appoint two 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 sixty (60) 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 sixty (60) day period.

STAFFING:

The Company will establish two (2) crews (a total of 12 employees systemwide), Northern and Southern Regions, to perform repair work associated with the circuit breaker snap ring replacement. Each crew will consist of 6 employees who will be utilized for the two-year project. A minimum of 4 employees will be used on each assigned job. The Company will determine which of the 4 members out of the 6 will be assigned to each job. These crews will perform work across service territories as assigned. While it is the intent for the crews to complete work within their assigned Northern or Southern areas, based on employee availability and operating need, the Company may assign qualified employees from either geographical region to work on either of the Northern or Southern crews.

IBEW CLASSIFICATIONS:

Classifications to be utilized for the project include T200 Electrician – Electric & Hydro (50010149), Un Electrician – Elec & Hydro (50010156), Electrician – Switching (50070742), and Electric Maintenance Crew Leader (50010194).

CREW SELECTION:

The Company will request volunteers in the above identified classifications who are interested in participating on a crew for this project period. Assignments will be determined as follows:

- 1) The Company will assign 8 volunteers at it's discretion.
- 2) The Oversight Committee will cooperatively work together to identify the remaining 4 volunteers.

- 3) It is the intent of both parties to identify employees from the volunteers who:
 - a) Are willing to commit to participate on the two-year project, and
 - b) Are willing to travel to temporary headquarters across the system as required, and
 - c) Are willing to attend the required training at ABB Inc. in Pennsylvania for a one-week period, and
 - d) Who have the aptitude and willingness to develop their current skillsets to become qualified to perform this work.

TRAINING WEEK:

Employees will be required to attend a one week 550 PM General O&M training course at ABB Inc., located in the greater Pittsburg, Pennsylvania area. Employees will be required to pass a final course test with a score of 70% or better and will receive a certificate of completion upon successful completion of the course. The course material will consist of the identified training plan as outlined in Attachment I of this agreement, however the training material may be adjusted to better meet PG&E training needs as determined between ABB Inc. and the Company. Training will commence on Monday, February 24th and will conclude on Friday February 28, 2020.

1) Travel and Expenses for Training:

In accordance with Section 201.13, the parties agree to the following provisions for travel and expenses for the required training period:

- i) Employees will be required to travel via airline common carrier to Pennsylvania on Sunday, February 23, 2020 and return Saturday, February 29, 2020. The Company will make travel arrangements and cover the cost of travel expenses in accordance with Sections 201.8 through 201.9, and 201.11, including flights, hotels, meals, and land transportation.
- The Company and Vendor may choose to provide an onsite catered lunch meal during training days. The parties agree that this meal will be considered as a comparable substitute and no further lunch meal reimbursement will be required.
- iii) Employees will be paid overtime, as applicable, at the appropriate overtime rate of pay for time spent traveling to and from Pennsylvania under the provisions of 201.8(b). Such hours shall be posted as Charged/Assigned at the employee's regular headquarters for overtime tracking purposes.

2) Work Hours During Training:

Employee work schedules for training will be Monday-Friday, 7:00 am to 4:00 pm, with a 1-hour unpaid lunch period. By mutual agreement, the employees and ABB Inc. training instructor may agree to reduce the lunch period to ½ hour in accordance with Section 201.12.

a) Employees who are regularly assigned an alternative work schedule will, for the two week payroll period overlapping the training week, will have their schedules modified to an 8 hour/5 day, Monday-Friday schedule. Employees will return to their normal work schedules the first payroll period following the training week.

3) Extension of Workday During Training:

Employees will be paid at the applicable overtime rate, in accordance with Section 208.2, if extension of the workday is required in order to complete the day's scheduled training. Any overtime worked during the training days will be posted in accordance with Section 212.8 at the employees' headquarters.

PROJECT SCHEDULES, EXPENSES, OVERTIME, AND UPGRADES:

Over the course of the 2-year circuit breaker project, when not assigned to a circuit breaker project job, employees will continue to work within their normally assigned work schedules at their regular headquarters, performing regularly assigned duties. The Company will provide as much notice as practicable to employees when a project assignment will be made. When assigned to a project crew, the following will apply:

1) Job Duration - Hours:

Project jobs are anticipated to last between 10 to 14 consecutive days. Employees will be scheduled for 12 hour shifts each day for the duration of the assigned job. Sections 208.2 and 104 will apply.

2) Overtime:

Employees shall be eligible for overtime at their regularly assigned headquarters, in accordance with Titles 208 and 212 when not assigned to a circuit breaker project job, as described in number one of this section.

- a) Following notification of an upcoming project job, employees assigned to the project crew will not be eligible for overtime that is unrelated to the project assignment beginning 24 hours prior to the start of the assignment, including prior to any required travel periods to a temporary headquarters for the project assignment.
- b) At the conclusion of the project job and upon return to their normally assigned headquarters, employees will again be eligible for overtime for regular work assignments at their headquarters.
- c) Posting of overtime worked during the project job, including travel time considered as "hours worked" when traveling to a temporary headquarters, as applicable, will be posted under the Hours Assigned/Charged column at the employee's headquarters for overtime tracking.
- d) When a project crew is working at a headquarters for a circuit breaker project job, an equal number of employees at the headquarters where the work is being performed by the project crew who are in the same classification(s) as the project crew, shall be offered maximum overtime opportunities during the time period the project crew is working at the headquarters. The parties agree that maximum overtime opportunities may not equal all overtime hours worked by the out of area employees on the project crew. Such overtime may be in support of the project job or other overtime assignments as needed.
- 3) Temporary Headquarters:

The provisions of Sections 201.1, 201.3, 202.22, 202.23, and Title 104 shall apply to employees working on project jobs outside of their normally assigned headquarters as applicable.

4) <u>Crews</u>:

Each job will consist of a minimum of 4 persons and will include no less than 1 crew leader. Only those employees who received a score of 80% or higher on the training final assessment test will be eligible to lead a project crew. Assuming the above requirement is met, if a regular Electric Maintenance Crew Leader is part of the crew, then s/he will be assigned as the crew lead. If more than one Electric Maintenance Crew Leader is assigned to the job, the Company will determine which crew lead will be in charge of the crew for the duration of the job.

In situations where no Electric Maintenance Crew Leader is assigned to the job, the most senior qualified employee in the next lower classification, who met the testing requirement as described above, will be upgraded to the Electric Maintenance Crew Leader (50010194) classification for the duration of the assigned job. At it's discretion, the Company may choose to upgrade a more junior member of the crew as the crew leader, however the most qualified senior employee who was bypassed will be eligible for upgrade bypass pay to the Electric Maintenance Crew Leader classification for the duration of the project job.

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

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By:

Matthew Levy Director

The Union is in agreement.

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

February 4

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By:

Tom Dalzell Buchess Manager