

LETTER AGREEMENT LA 20-21-PGE



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

April 3, 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 Vacaville and Rocklin Grid Control Centers. The Company and Union have agreed to a temporary work schedule for all System Operators and temporary assignment of some System Operators to an alternate temporary headquarters (Rocklin Grid Control Center) as detailed below:

- 1. The temporary work schedule will consist of seven (7) static, 12-hour work days in a two-week period.
- 2. System Operators assigned to the Vacaville Grid Control Center (GCC) will work Day Shifts from 0600-1800.
- 3. System Operators assigned to the Rocklin GCC will work Night Shifts from 1800-0600.
- 4. Headquarter and Shift assignments for System Operators have already been made, giving consideration to employee preferences; however, the Company is agreeable to modify these assignments/shifts in accordance with Company seniority and/or the language of LA 19-10 if concerns are raised by the System Operators. Any modification will be made as soon as practicable following Union notification to Company but may be delayed up to 14 days based on the isolation process being implemented for employees reporting to Rocklin.
- 5. In accordance with LA 19-10, System Operators assigned to work at the Rocklin GCC will be paid travel time and mileage in excess of their normal commute to the Vacaville GCC. This is applicable only to the Rocklin location.
- 6. As a result of the temporary schedule change, System Operators will be paid overtime compensation (1.5x rate of pay) for work performed outside of current regular work hours for the first four workdays of the new work schedule only.
- 7. Employees will be allowed up to 30 minutes (2.0x rate of pay) at the conclusion of each of their 12-hour shifts to complete shift turnover responsibilities (e.g. faxing necessary documents, sanitizing their work station, etc.).

- 8. During the duration of 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.
  - 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. The filling of vacant shifts at the Vacaville GCC and Rocklin GCC will be as follows:
  - a. The Company shall not be obligated to fill a vacant shift. If the Company determines there is a need to fill a vacant shift, the filling of vacant shifts will be at the headquarters where the vacant shift exists. For example, if there is a need to fill a vacant shift at the Rocklin GCC, the Company will first solicit System Operators assigned to the Rocklin GCC who are on their regular day off (RDO) by the lowest POT or EOT hours, as applicable. If no Rocklin GCC System Operators are available, the Company would then solicit System Operators assigned to the Vacaville GCC by the lowest POT or EOT hours, as applicable. The inverse would apply to filling vacant shifts at the Vacaville GCC.
- 12. The parties agree to the statements of intent in 208.16 and 212.1 of the Physical Agreement, and with that in mind, agree to discuss any adjustments needed to the Prearranged and Emergency Overtime lists necessary to resolve any inequities that may arise as a result of this agreement.

This agreement will be in effect, Saturday, April 4, 2020 to Saturday, May 16, 2020. This agreement may be extended by mutual written agreement of the parties. This agreement is only applicable as a result of the COVID-19 pandemic and for the System Operators working for Transmission Grid Control Center Operations.

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 Senior Director

The Union is in agreement.

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

By: Fom Dalzell Business Ma

Business Manager

April 3rd 2020