

## LA 21-29-PGE



**BUSINESS MANAGER** 

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 BOB DEAN

June 3, 2021

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:

MATTHEW LEVY

SENIOR DIRECTOR

The Company anticipates a significant increase in Distribution Control Center workload for "work management" tasks (writing/checking switching) as a result of increased efforts toward system hardening, Public Safety Power shut off, maintenance, and other application for work requests. As a result of this increased workload, the parties recognize a need within Electric Operations, Distribution Control Centers to initiate utilization of temporary contractor employees to supplement the Company's existing Distribution Control Center workforce. Traditionally, temporary staffing needs in Electric Control Centers have been filled utilizing Hiring Hall employees. However, changes to laws regarding medical benefits as well as the specialized nature of the skills required to perform work in modern Control Centers have made it increasingly difficult to attract qualified employees through the Hiring Hall. The parties have engaged in numerous discussions on how best to attract the necessary temporary employees, while continuing to meet the interests of both parties. Some of the factors include: (1) to have qualified personnel perform work that is temporary in nature; (2) to have interim work performed in classifications that will be modified or eliminated as a result of technological advances; (3) to avoid the implementation of the demotion and layoff procedures as a result of adding employees to the regular workforce for work that will not continue in the near future; (4) to provide employment security for the regular workforce; and (5) to work together cooperatively to meet the objectives of both parties.

The parties agree the Company may use contractors within Electric Distribution Operations pursuant to the following:

- It is not the intent of the parties to have temporary contractors replace regular employees. Notwithstanding
  any other understanding between the parties, the Company shall not involuntarily lay off any regular
  employee for lack of work in a department system-wide where temporary contract employees are being
  utilized.
- "Real time operations", (including outage response, shift-filling and directing switching) will continue to be performed solely by PG&E employees, not contractors.
- The Company shall first fill all temporary vacancies at a headquarters per Sections 205.3 of the Physical Agreement before supplementing with contractors to perform the work of a System Operator.
- The Company will exhaust the applicable 212 list before calling contractors for emergency duty.
- Currently, PG&E Distribution System Operators are being offered voluntary prearranged overtime in accordance with a "blanket" offer wherein Operators have prior authorization to work POT within set parameters. So long as "blanket prearranged overtime" is being offered to PG&E Distribution System Operators, any contract System Operators may be offered prearranged overtime equivalent to the blanket

offer. In the event the "blanket" POT offer ends, PG&E System Operators will be offered prearranged overtime before any contractors are utilized for prearranged overtime.

- The number of Contractor System Operators shall not exceed the number of Apprentice System Operators within the Department in any calendar year.
- All contractors must be signatory to IBEW 1245, and all contractor employees utilized must meet the minimum qualifications established by the parties for the classification of System Operator, and pass a drug screening and background check. Additionally, these temporary Contract System Operator positions require experience at PG&E consolidated Distribution Control Centers (DCC). Personnel will be expected to proficiently utilize electronic mapping (distribution mapping system or DMS) and associated electronic software systems currently in use at DCC headquarters.
- Such contracting will not exceed twelve (12) months unless the Union agrees in writing to an extension beyond twelve (12) months.
- Prior PG&E employees who are ineligible to work at PG&E and other individuals deemed by Company ineligible to work at PG&E shall be precluded from performing work for Company.

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

| r you agree, please so indicat<br>Company. | e in the space provided | below and retu                   | in one executed copy of this letter to                       |
|--|-------------------------|----------------------------------|--|
|  |                         | Very truly yours,                |  |
|  |                         | PACIFIC GAS AND ELECTRIC COMPANY |  |
|  |                         | Ву:                              | Matthew Levy<br>Senior Director                              |
| The Union is in agreement.                 |                         |                                  | NO. 1245, INTERNATIONAL<br>DO OF ELECTRICAL WORKERS, AFL-CIO |
| Jun 11, 2021                               | _, 2021                 | By: _                            | Bob Dean Business Manager                                    |
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