



LETTER AGREEMENT NO. 16-43-PGE



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

November 1, 2016

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 Division Gas T&D Joint Oversight Committee continues to meet to explore new opportunities in the interest of being the safest and most reliable Gas Operations organization and infrastructure in the United States. The joint committee has been discussing emergency rapid response to uncontrolled blowing gas leaks caused by dig-ins, natural disasters or any other accidents or incidents. The parties reviewed recent history of such events during regular work hours and work days and those that occurred outside of regular work hours and on non-work days, and recommends the establishment of Gas First Responder Crew (GFRC) positions.

This Agreement cancels and supersedes Letter of Agreement 16-08.

Except as provided for in section 2 below with respect to weekend start time, the provisions of this Agreement, including the workweek and work hours established by Section 202.16(b), shall not be modified or canceled without prior written agreement between the Business Manager and the Senior Director of Labor Relations.

Oversight Committee:

The Division Gas T&D Oversight Committee will maintain jurisdiction over all matters relating to this Agreement and will be charged with resolving any issues that may arise.

The establishment of these positions will provide the Company the means to respond to gas emergencies and is not the intent of either party to circumvent the normal practices and procedures of Title 212.

The Gas First Responder Crew classifications are established pursuant to Subsection 204.4 (b) and will be incorporated into Letter of Agreement 14-35 and/or any future revisions. These classifications are not considered Service Classifications as provided for in Exhibit IV of the Physical Agreement or the Hours Clarification. Compensation, work schedules, headquarter assignments, bidding procedures, overtime procedures, primary work assignments, commercial driver's license requirements and training/Personal Protective Equipment (PPE) requirements are as follows:

1. Gas First Responder Crew Compensation

- a. Pay rates for classifications identified herein shall be established at 10% above the respective Title 200 classification. **(See Attachment I)**
- b. Employees must have accumulated at least eighteen (18) months (3,120 straight time hours) in any Gas First Responder Crew classification for the 10% increase to be included in "Basic Weekly Pay" for the purpose of calculating benefits under Part II (the Final Pay Pension) of the Retirement Plan.
- c. Title 110 – Premium pay shall apply to these positions.
- d. The provisions of section 204.2 (b) shall be applicable for time accrued in the base classifications and the classifications identified in Attachment I of this Agreement.

2. Special Overtime Provisions:

The Company and Union agree to modify Title 208, Section 208.2 and Title 308, Section 308.2 for employees in Division Gas Transmission and Distribution and General Construction Gas Departments with payment at the rate of two times the employee's straight rate of pay under the following conditions:

- a. An employee who is scheduled to work prearranged overtime outside of his/her regular work hours on a workday or on a non-workday in preparation for a weather-related event that is anticipated to cause an impact to electric reliability and/or customer outages. This section shall apply for the duration of the assignment.
- b. An employee who is scheduled to work prearranged overtime outside of his/her regular work hours on a workday, or non-workday, in support of a major electric event (e.g. earthquake or wildfire storm) requiring Emergency Operations Center (EOC) activation. Examples of major electric events that would not be included within the scope of this Agreement include, but are not limited to, routine emergencies and planned public events. This section shall apply for the duration of the assignment. The Company's Director of Emergency Operations shall notify IBEW 1245 Business Manager (or designee) of the Company's intention to open the EOC as soon as is possible.

These overtime provisions will take effect on 1/1/2017.

3. Gas First Responder Crew Hours

The basic workweek will be four days from Wednesday – Saturday or Sunday – Wednesday. The basic work hours will be ten consecutive hours and will consist of one of the following schedules:

12:00 pm – 10:00 pm
1:00 pm – 11:00 pm
2:00 pm to midnight

Weekend shift start times may differ from weekday start times if mutually agreed to by the Local Union Representative and the Area Labor Specialist.

Employees shall be permitted to eat their meals during work hours and shall not be allowed additional time at Company expense (See Section 104.13). The provisions of Letter of Agreement 93-96 shall apply to Gas First Responder Crews except for items 1 and 14.

Standup/All Hands meetings will be held with Gas First Responder Crews consistent with day crews.

4. Additional Headquarter Assignments

- a. The Committee has reviewed Section 3.1 of the Agreement which states the following: Company is engaged in rendering public utility services to the public, and Company and Union recognize that there is an obligation on each party for the continuous rendition and availability of such services.

- b. Consistent with the provisions of Section 3.1 which pertains to the continuity of service to the public, the Company may add additional locations for the Gas First Responder Crews if it is deemed necessary by operational needs. In such event, the Company will notify the Union's Business Manager in writing providing details of operational needs and additional location(s).
- c. Operational needs, for example, may include a request from public authorities, a significant increase in local gas emergencies and/or insufficient volunteers for emergency duty. The parties agreed that staffing deficiencies shall not constitute an operational need.

5. Staffing the Gas First Responder Crew and Headquarter Assignments

The complement of the Gas First Responder Crew will be three persons in the following sequence:

- 1) Gas Crew Leader – Arc, GFRC or Gas Crew Leader, GFRC
- 2) Two crew members selected by the Company in the following classifications:
Fitter – Arc, GFRC; Senior Gas T&D Equipment Operator, GFRC; Gas T&D Equipment Operator, GFRC; or Fieldperson, GFRC.

6. Headquarters

The Company may establish two (2) Gas First Responder three-person crews at each headquarters identified below.

- 1) Sacramento
- 2) Fresno
- 3) San Rafael
- 4) San Jose
- 5) Concord
- 6) Modesto
- 7) Stockton
- 8) San Francisco
- 9) Salinas

Initial Staffing:

For the purposes of the Agreement, the Company will begin by staffing Gas First Responder Crew classifications in San Francisco, Concord, San Jose and Sacramento Divisions. Specific headquarters, workweek and work hours will be posted pursuant to Subsection 205.4 (h).

7. Bidding Procedures

- a. Classifications shall be filled under the normal provisions of Title 205. Gas First Responder Crew classifications shall be filled utilizing the existing Lines of Progression for purposes of Title 205 as described in Letter of Agreement 14-35.
- b. Except for c) below, no employee shall be forced into these classifications, including forced temporary assignment or temporary upgrade. If the vacancy is not filled by the provisions of Title 205, the Company may utilize new hires or the hiring hall. No current employee as of the effective date of this Agreement shall ever be forced on a Gas First Responder Crew.
- c. Employees hired after the effective date of this Agreement may be temporarily assigned by order of inverse seniority to a Gas First Responder Crew within their headquarters until the vacancy is filled on a regular basis. Involuntary temporary assignments lasting beyond six months will be reviewed by the Oversight Committee.

- d. External hires hired into a Gas First Responder Crew position are not eligible to bid for positions outside of a Gas First Responder Crew position for two years unless the Company and Union mutually agree to waive this requirement.
8. Use of Gas First Responder Crews will not directly result in displacements, demotions or layoffs for lack of work as defined in Title 206, Title 306 and Title 19 of the IBEW Agreements, nor can they create a basis for the contracting out of work.
9. Employees currently assigned to Tuesday - Saturday and late crews pursuant to Sections 202.2 and 202.5 of the Physical Agreement will be reassigned to Monday - Friday 7:00AM-3:30PM schedules in their current headquarters no later than 60 days following the signing of this Agreement and all grievances associated with the Tuesday - Saturday schedule will be considered closed.

10. Response Rules

The Company may dispatch Gas First Responder Crews to perform any work within the scope of their respective job classifications that they are qualified to perform. It is not intended that the Gas First Responder Crews perform work within the jurisdiction of other Gas Department employees and other departments.

a. Emergency Response:

The Company may dispatch Gas First Responder Crew employees to emergencies provided that the Company call out the proper number of crew members, by classification, to perform the emergency work assignment utilizing the local 212 list where the emergency work is being performed.

- b. The Gas First Responder Crew will not replace a crew already on a jobsite, except to avoid forced overtime resulting from an extension of the workday. Conversely, a Gas First Responder Crew already on a job site shall not be replaced by another crew, except to avoid forced overtime resulting from an extension of the workday.

11. Commercial Driver's License (Class A) Requirements:

- a. The Gas First Responder Crew classifications listed below are required to obtain and maintain a Class A License:

- 1) Fitter - Arc
- 2) Gas T&D Equipment Operator
- 3) Senior Gas T&D Equipment Operator
- 4) Fieldperson

- b. The Gas Crew Leader - Arc or Gas Crew Leader classification requires a Class C License.
- c. Gas Crew Leader - Arc or Gas Crew Leader may choose to obtain or continue to maintain a Class A License and will be eligible for Class A pay as provided for in Letter of Agreement 12-32.
- d. Except as noted in this Section, all other provisions of Letter of Agreement 12-32 shall apply.

12. Training & PPE Requirements:

Gas First Responder Crew employees may be required to train with internal PG&E emergency response teams and external first responders such as fire, police and other applicable federal, state and local authorities. The parties recognize the unique and critical responsibility of the Gas First Responder Crew positions which in addition to specialized training, requires the proper use of all PPE and Flame-Resistant (FR) clothing. The Company may, at its discretion, require Gas First Responder Crew members to be respirator-qualified depending on operational needs.

Except as noted herein, all other provisions of the Physical Agreement and supplements thereto shall apply.

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 & ELECTRIC COMPANY

By: _____

Robert Joga
Senior Director

The Union is in agreement.

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

_____, 2016

By: _____

Tom Dalzell
Business Manager

DIVISION GAS T&D GAS FIRST RESPONDER CREW 2015 WAGE RATES

51786010	3313	Fieldperson - GFRC		
			Start	\$40.24
			End 6 Mo	\$40.67
			End 1 Yr	\$41.87
			End 18 Mo	\$43.14
			End 2 Yr	\$43.74
51786012	3574	Fitter – Arc - GFRC		\$52.80
51786014	3576	Unassigned Fitter – Arc - GFRC		
51786006	3578	Gas Crew Leader - Arc - GFRC		\$56.62
51786008	3340	Gas Crew Leader - GFRC		\$55.37
51785475	3580	Gas T&D Equipment Operator - GFRC		\$47.61
51786002	3582	Senior Gas T&D Equipment Operator - GFRC		\$50.00