



# LETTER AGREEMENT NO. 16-44-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 parties have agreed to establish Service Crews in Electric Distribution, utilizing the classifications of Electric Crew Foreman, Service and Lineman, Service. However, these classifications are not considered Service Classifications as provided in Exhibit IV of the Physical agreement or the Hours Clarification.

Except as provided for in Section 4 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.

#### Service Crews

1. This Letter of Agreement (Agreement) cancels and supersedes all previous agreements on Service Crews including Letter of Agreement R1-06-39 and the language included in the October 31, 2008 Table Settlement. The Service Crew Foreman, Service Lineman and Apprentice Lineman – Service classifications will become obsolete upon the effective date of this Agreement.
2. Service Crews, created as a result of this Agreement, will consist of two persons, including one Electric Crew Foreman, Service and one Journeyman Lineman, Service.
3. The Company may establish Service Crews in the Electric T&D Line of Progression to perform distribution work at any headquarters not to exceed four Service Crews per Division or two Service Crews per yard. For the purposes of this Agreement only, the 17 divisions are defined in Attachment A; Sacramento/Sierra and San Jose/DeAnza each count as one division.
4. The basic work week 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

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

Employees shall be permitted to eat their meals during work hours and shall not be allowed additional time at Company expense. Letter of Agreement 93-96 shall apply to Service Crews, except for items 1 and 14.

Standup meetings will be held with Service Crews consistent with day crews.

5. The Company, at its discretion, may require Journeyman Linemen to possess a Class A License as part of the Service Crew bidding qualifications. Electric Crew Foremen may voluntarily acquire or maintain a Class A driver's license, but will not be required to possess a Class A except as required by Section 8 of Letter of Agreement 12-32. Eligible employees in Service Crew positions will receive the Class A pay in accordance with Section 14 of Letter of Agreement 12-32.
6. Response Rules
  - a. Emergency work dispatched during the last 30 minutes of a regular work day (3:00-3:30 pm), will require use of the weekly 212 list.
  - b. The Company may dispatch Service Crew employees to perform any work they are qualified to perform, including emergencies, provided that for emergencies the necessary personnel required for the work assignment are also called out from the Local 212 weekly and annual lists.
  - c. The Service Crew will not replace a crew already on a jobsite, except to avoid forced overtime resulting from an extension of the workday. Conversely, a Service Crew already on a jobsite shall not be replaced by another crew, except to avoid forced overtime resulting from an extension of the workday.
7. The Company will fill Service Crew vacancies through the provisions of Title 205. 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 onto a Service Crew. Employees hired after the effective date of this Agreement may be temporarily assigned by order of inverse seniority to a Service 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.
8. External applicants hired into a Service Crew position are not eligible to bid for positions outside of Service Crew positions for two years unless the Company and Union mutually agree to waive this requirement.
9. Employees' two-year bidding restrictions as required by Letters of Agreement R1-05-17 and 16-17 will be waived for the purpose of bidding Service Crew vacancies.
10. Temporary vacancies on a Service Crew (e.g., due to illness or vacation) may be filled by using voluntary pre-arranged overtime or voluntary upgrades. Employees hired after the effective date of this Agreement may be assigned by order of inverse seniority to a Service Crew within their headquarters to fill a temporary vacancy. Involuntary temporary assignments lasting beyond six months will be reviewed by the Oversight Committee.
11. Service Crew Compensation
  - a. Service Crew pay rates for 2015 will be established at 10% above the respective Title 200 Lineman and Title 200 Electric Crew Foreman wage rate.
  - b. Employees must have accumulated at least eighteen (18) months (3,120 straight time hours) in any Service 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. The time worked by an employee in the Electric Crew Foreman classification shall count towards the time in step for progression to the 12-month step of the Electric Crew Foreman, Service classification.
  - d. Title 110 – Premium Pay shall apply to these positions.
  - e. For as long as Letter of Agreement 14-38 is in effect, San Francisco Service Crews shall be paid 10% above the San Francisco Line Worker wages described in Letter of Agreement 14-38.

12. Special Overtime Provisions:

The Company and Union agree to modify Title 208, Section 208.2 and Title 308, Section 308.2 for employees in the GC Line Department and the Division Electric Transmission and Distribution Department 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) 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 EOC as soon as is possible.

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

- 13. All other sections of the Physical and supplements shall apply to this Agreement.
- 14. Use of Service Crews will not directly result in displacements, demotions or layoffs for lack of work as defined in Title 206 of the Physical Agreement nor can they create a basis for the contracting out of work.
- 15. 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 from the signing of this Agreement and all grievances associated with the Tuesday - Saturday schedule will be considered closed.
- 16. The Company and Union shall each appoint three 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. Issues that the Oversight Committee cannot resolve will be escalated to the Company's and Union's respective designees to attempt resolution prior to a grievance being filed and Subsection 102.3(a)(2) timelines will be waived.

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

<b>Divisions</b>
Sacramento / Sierra
Fresno
Yosemite
Central Coast
North Valley
Humboldt
De Anza / San Jose
Stockton
Sonoma
Kern
Los Padres
North Bay
Diablo
Peninsula
Mission
East Bay
San Francisco