Pacific Gas and Electric Company

LETTER AGREEMENT NO. 16-07-PGE

IBEW

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

January 26, 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 the Electric Distribution M&C Department, 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.

This Agreement shall not be modified or canceled without written agreement between the IBEW 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 Letters of Agreement 15-30, 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 three Service Crews per Division and not to exceed two per yard. Service Crews will be filled in phases with no more than 17 two-person crews being filled before December 31, 2016. Thereafter, 33 additional two-person crews may be staffed through December 31, 2017. For 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 consist of 4 consecutive days but shall not include Sundays. The basic work hours will be ten consecutive hours from 12:00PM – 10:00PM except Saturdays which shall be from 8:00AM – 6:00PM. Saturday shift start times may differ if mutually agreed to in writing by the Local Union Representative and Labor Relations.

   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 L/A 12-32. Eligible employees in Service Crew positions will receive the Class A pay in accordance with Section 14 of L/A 12-32.

6. Response Rules

   a. Service Crews may perform work within their assigned Headquarters as well as across division boundaries subject to the conditions established in this section.

   b. The Service Crew will not replace a crew already on a jobsite, except to avoid forced overtime. Conversely, a Service Crew already on a jobsite shall not be replaced by another crew, except to avoid forced overtime.

   c. Emergency Response:
      1) Emergency work dispatched before the last thirty (30) minutes of the regular work hours of the day crews will not require a 212 callout.
      2) During and after the last thirty (30) minutes of the day crew's regular work hours on Monday - Friday, Service Crew(s) may each respond to one emergency per regular work period without a corresponding 212 call out. The local 212 weekly and annual list will be used for subsequent emergencies in the same work period.
      3) After the start of the regular work hours of the Service Crew on Saturday, the Service Crew(s) may each respond to one emergency per regular work period without a corresponding 212 call out. The local 212 weekly and annual list will be used for subsequent emergencies in the same work period.

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.

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 area restriction as required by Letter Agreement R1-05-17 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 prearranged 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.

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 L/A 14-38-PGE is in effect, San Francisco Service Crews shall be paid 10% above the San Francisco Line Worker wages described in L/A 14-38.

12. Special Overtime Provisions:

Once the provisions of Paragraph 14 are satisfied, the Company and Union agree to modify Title 208, Section 208.2, Title 308, Section 308.2 and Title 12, Section 12.2 for employees in Electric Operations 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. This does not preclude Hydro from applying the provisions of Section 202.17 of the Physical Agreement.

b. An employee who is scheduled to work prearranged overtime outside of his/her regular work hours on a workday, or non-workday, due to an unanticipated event (e.g. earthquake, wildfire, weather, or mutual aid). This section shall apply for the duration of the assignment.

c. All prearranged overtime hours worked on Saturday or Sunday of a three- or four-day holiday weekend including the holiday(s).
   1) Electric T&D employees who are covered under Section 202.5(a) and Service Crew classifications who are prearranged to work on a holiday covered under this section, shall be paid at the rate of two times the employee's straight rate of pay.
   2) Electric Operations Clerical employees covered under this agreement and all other Electric Operations employees covered under section 103.7(b) of the Physical agreement, who are prearranged to perform work on a holiday covered by this section shall be paid at the rate of two times the employee's straight rate of pay.

13. All other sections of the Physical and Clerical Agreements and supplements shall apply to this Agreement.

14. The Special Overtime Provisions of Paragraph 12 will take effect as of the first day of the month following the successful staffing of the initial 17 Service Crews. However, if the Company has not made reasonable efforts to begin filling Service Crews by June 30, 2016, the modifications in Paragraph 12 above will go into effect July 31, 2016. "Reasonable efforts" shall be defined, in part, by the Company initiating Title 205 procedures for the initial 17 crews and complying with the provisions of Paragraph 17 below. Notwithstanding the foregoing, if the Company has not initiated the overtime provisions contained in Paragraph 12 by December 31, 2016, regardless of staffing levels, the Union may cancel this Agreement and the Company shall dissolve all existing Service Crews.

15. 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.

16. 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 July 31, 2016.

17. The Company and Union agree to establish an expedited reporting process that will require employees who have accepted the Service Crew position to be assigned the position within three (3) calendar days. Once assigned, the employee will start receiving the new pay rate and may not decline the position regardless of the physical report date.

18. 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.

This Letter Agreement 16-07-PGE is contingent upon the successful Union ratification.

This agreement will not be implemented until successful ratification of the IBEW Physical, IBEW Clerical and Benefits Agreements with the term of January 1, 2016 through December 31, 2019.

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 and Chief Negotiator

The Union is in agreement.

January 27th, 2016

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

By: _____
Tom Dalzell
Business Manager

Divisions
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