



# LETTER AGREEMENT NO. 21-57-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
375 N. WIGET LANE  
SUITE 375  
WALNUTCREEK, CA 94598  
(925) 974-4461  
MATT 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  
BOB DEAN  
BUSINESS MANAGER

December 13, 2021

Mr. Robert Dean, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dean:

The following agreement was piloted under the DCPD Project 2025 (P25) workforce flexibility effort and will supersede the previous pilot agreements at DCPD. This agreement will allow some departments and classifications at DCPD to be supplemented with temporary P25 Hiring Hall (HH) personnel if regular status employee positions are permanently vacated. The eligible DCPD Departments and classifications will be listed in Attachment 1. This will allow DCPD to maintain a qualified IBEW workforce to operate the plant safely and successfully until the end of operating license and minimize the number of permanent employees to be redeployed after the plant closure. HH employees employed under this agreement will be referred to as P25 HH employees as covered in Attachment 2. Traditional HH employees may still be used pursuant to R1-04-12 and will not apply to the rules governed in this agreement.

It is not the intent of the parties to have P25 HH employees replace regular employees. All work normally performed by IBEW1245 employees will continue to be performed by IBEW1245 employees. Notwithstanding any other understanding between the parties, the Company shall not involuntarily lay off any regular employee for lack of work at DCPD while P25 HH employees are being utilized.

The Physical Agreement shall apply to P25 HH employees unless otherwise specifically agreed to by the Company and Union in writing.

Attached are the following: (1) DCPD Departments, Classifications, and Headcounts included in (part of) this agreement (2) P25 Hiring Hall Process and Procedures, (3) P25 HH Special Project Agreement form.

Either the Company or the Union reserves the right to cancel this agreement by giving the other 30 days written notice.

Mr. Bob Dean

December 13, 2021  
LA 21-57-PGE

If you are in accord with the foregoing and agree thereto, 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: \_\_\_\_\_  
Matthew Levy  
Senior Director Labor Relations

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

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



Dec 13, 2021, 2021

By: \_\_\_\_\_  
Bob Dean  
Business Manager

**ATTACHMENT 1**

DCCP Departments, Headcounts, and Classifications included in (part of) this agreement:

Administrative (ADMIN) – Headcount 44, DCCP Admin Nuclear Specialist, Admin Associate

Instrumentation and Controls (I&C)– Headcount 62, Control Tech

Electrical Maintenance (EM) – Headcount 39, DCCP Electrician

Decontamination (DECON) – Headcount 12, Decontamination Specialist

Insulation and Coatings (PAINT) – Headcount 8, Painter A, Painter B

Computer Field Analysts (CFA) – Headcount 7, Computer Field Analyst

Telecommunications (TCOM) – Headcount 9, Telecommunications Technician, Installer

The Company will create new classification codes for the above listed classifications. These new codes will include the designation of P25 to designate the Hiring Hall employees subject to the terms and conditions of this agreement.

## ATTACHMENT 2

### P25 HIRING HALL PROCESS AND PROCEDURES

Prior to employing a P25 HH employee, award a bid / upgrade any lower classification in the LOP to the vacancy and classification to be filled per sections 205.3 and 305.4.

Identify the P25 HH person(s) per the attached P25 HH SPA. Eligible P25 HH employees will be qualified in the classification and on the IBEW1245 HH list for the applicable department. (Meets the prerequisites to be added to the IBEW HH lists, previously worked at DCP, PG&E retiree, outage TA, etc.

All candidates must meet PG&E's pre-employment testing requirements and pass drug and background checks prior to dispatch.

---

#### SECTION I

##### A. REQUEST FOR DCP P25 HH employee(s).

1. The headcount in the specific Department/Classification in which a P25 HH employee is required must be below the applicable headcount listed in Attachment (1).
2. If the headcount is less than the Attachment 1 level, due to any permanent vacancy, the following options may be used to address such vacancies:
  - a. Use overtime.
  - b. Use P25 HH employees to return the Departments applicable headcount as listed in Attachment 1. Regular employees in the line of progression and in lower classifications to the vacancy will be awarded by bid/upgraded to those positions first prior to filling with P25 HH. Utilization of P25 HH employees pursuant to this agreement, will not incur changes in pay or overtime to the regular status employees in the comparable classification.
  - c. Hire regular status employees.
3. Report date, name and telephone number of receiving supervisor.
  - If the Company delays the reporting date by seven (7) calendar days or more, the individual may decline the referral and maintain his/her registration date with the Union.
4. Hours of work in the reporting department.
5. Duration of the work:
  - Any monthly period is allowed (Ex. 1 month, 3, 6, 12, 24 months, etc.)
  - The duration may be affected by the expiration of this agreement or plant conditions which require regular employee positions to be reduced. .
6. The P25 Special Project Agreement (Attachment 3) will be used to process the P25 HH request. The Company may source, interview and select Hiring Hall candidates that are on the HH list for the specific classification needed and notify the Union. The Union will approve by means of DCP Business Rep signature on the P25 HH SPA form prior to the request being processed. All applicable sections of this process and procedures apply.

**B. CLASSIFICATIONS AND PAY RATES**

1. The classifications to be dispatched through the union's Hiring Hall are noted on Section V (This has since been abridged, all classifications that exist at DCPD and exist in the current HH . The classifications required and P25 HH base pay rates shall be in the classification they are filling as they would if they were being hired permanently per Exhibit X. Examples: (1) An employee is hired as a P25 HH employee, was an outage TA for 5 years, and had never previously worked as a P25 HH employee, they would come in at beginning rate. (2) An employee is hired as a P25 HH employee and is a PGE retiree who retired at top of rate, they would start at the top of rate. (3) An employee is hired as a P25 HH employee who has previous P25 HH experience, their previous time would be cumulatively counted toward the appropriate rate of pay. If they had 1 year of P25 HH experience, left and got hired back, they would be at the 1 year rate of pay.
2. P25 Hiring Hall employees dispatched under this agreement will follow the same wage progression as the corresponding regular status employee/classification.
3. No Per Diem shall be paid to employees hired under this agreement.

**C. INELIGIBLE FOR HIRING HALL EMPLOYMENT**

Prior PG&E employees who are ineligible to work at PG&E and other individuals deemed ineligible to work at PG&E shall be precluded from dispatch by the Union.

**Job Cancellation Fee:**

1. A \$100 fee will be paid if: a) the individual has successfully completed all pre-employment requirements, b) accepts the assignment, c) the job is cancelled prior to reporting to work, and d) the individual is not removed from the dispatch list.

**Candidate Rejection/Referral Fee:**

1. A fee of eight (8) hours pay will be paid if the individual has: a) successfully completed all pre-employment requirements, b) accepts the assignment, and c) is rejected prior to reporting to work.
2. A fee of eight (8) hours pay will be paid if the individual has: a) reported to work, and b) was released prior to the completion of an eight-hour work period, provided the individual reported for work on time with the appropriate tools and equipment and was fit for duty.
3. No fee will be paid if the individual reported to work on the first day without the appropriate tools/equipment, required documentation, (e.g., license certification, employment eligibility verification/identification) or was unfit for duty.

**Referrals:**

1. Employees released by the Company as unsuitable (Y-payroll code) shall be precluded from future referrals.
2. Applicants who fail to report to work on the first day may be precluded from further referrals.
3. Employees who are laid off (L-payroll code) because the work assignment has ended or resign (R-payroll code) are eligible to immediately sign up at the Hiring Hall.
4. As of the signing of this letter of agreement, Hiring Hall employees who are released under the Y-payroll code are permanently precluded from future referrals.

5. When Hiring Hall employees are released, a payroll change tag shall be provided to the employee describing the reason for the end of the assignment (i.e., unsuitable - Y code, laid off - L code, resigned - R code or discharged - K code).
6. Supervisors will immediately send an e-mail notification to the exchange list mailbox entitled "HR Centralized Hiring Hall Admin" with the name and social security number of the employee released as unsuitable –Y code or discharged – K code.

**D. INELIGIBLE TO WORK AT PG&E AND JOINT HIRING HALL COMMITTEE:**

Individuals who fail to meet the pre-employment requirements shall not be eligible for a referral. Additionally, the Union may request the determination of such failure be referred to the committee to ascertain the appropriateness of such determination.

Further, when the committee agrees an individual has committed gross mis-conduct as defined in Company policies (e.g., including, but not limited to 735.6-1, insubordination, sale/possess/furnish/usage of drugs on the job, curbing of meter reads, falsification of company records, harassment, etc.) the individual will not be eligible for any other referral. Lastly, individuals who have been released under the Y or K payroll codes are ineligible for employment at PG&E.

**E. P25 HIRING HALL EMPLOYMENT CONDITIONS**

P25 Hiring Hall employees:

1. Are subject to being released from work. The Company has the sole discretion to remove any number of P25 HH employees based on needs in the Department/Classification. The P25 HH employee(s) in the Department/ Classification to be removed will be by volunteer first and then by reverse seniority (last in first out).
2. Shall not attain regular status or any regular status entitlements unless otherwise agreed to by the parties.
3. Shall not be eligible for supplemental benefits.
4. Shall be paid a benefit equivalent of 25% based on the straight time hourly rate of their base classification for all hours worked.
5. P25 HH employee sick time per LA 15-19.
6. P25 HH employee Insurance per LA 15-20.
7. If new regular status positions are filled, P25 HH employees will be considered per LA R1-12-24. Their allotted time in P25 HH does count toward their regular status service time should they gain regular status. (This is per current practice.),
8. Must notify Pacific Gas and Electric Company directly to be considered for regular employment by applying at PGE.com.
9. May not be downgraded in pay from the classification referred to. However, they may be upgraded in pay and classification in accordance with the Agreements for a period not to exceed 40 hours during any period of continuous employment excluding overtime hours.
10. May be granted up to a maximum of 80 hours off without pay during each 12-month period of continuous employment; (or annually should they be a P25 HH employee for longer than 12 months, 24 months, 36 months) exclusive of other time off provided in the Agreements (e.g., holidays, inclement weather, etc.). Such time off must be approved by the Company and in compliance with all applicable laws (e.g., workers' compensation, pregnancy, Family Medical Leave Act, etc.).

**F. FAILURE TO COMPLY**

In the event it is determined the Company has failed to comply with any provision of this agreement resulting in an individual losing any benefit or compensation, the Company will make such individual whole for the loss of benefits or compensation.

**G. N/A**

**H. P25 Oversight committee**

1. Establish an P25 HH Oversight Committee to meet as needed, with the intent of addressing issues in a timely manner. Maintain a spreadsheet of all P25 HH employees past and present. The P25 Oversight Committee will be comprised of six members (3 Company and 3 Union) and will review the process and implementation of this agreement specific to DCPD and the P25 effort. Solutions to problems will be memorialized in MOU's which will amend this agreement moving forward. The intent of the oversight committee is to address issues, agree on solutions, and avoid the grievance process. Issues may be handled per the grievance process when the issues are: (1) not attended to (Union to communicate to Company via email), or (2) cannot be resolved by the Oversight Committee. The timeline for the grievance process will begin when either conditions (1- Date of email communication) or (2- Date of P25 Oversight Committee arriving at an impasse), and the Union will have 30 days to file from said date.

**ATTACHMENT 3**

**P25 HH SPECIAL PROJECT AGREEMENT**

**These agreements shall not be used to avoid filling regular positions and may exceed 12 months.**

**• P25 HH Special Project:**

- P25 HH eligibility will be per this agreement
- Company may source, interview and select the P25 Hiring Hall candidate(s) from the most current Hiring Hall list.
- Company will provide the name(s) of the candidate(s) to the Union
- Company will refer the candidate(s) to the Union's Hiring Hall for processing and dispatch



**P25 HIRING HALL SPECIAL PROJECT  
AGREEMENT FORM**

**INFORMATION REQUIRED**

		<i>Physical T200 / T300</i>			
DATE:			DEPARTMENT:		
SUPERVISOR NAME:			HR ADVISOR NAME:		
BUSINESS REPRESENTATIVE APPROVAL SIGNATURE:					

P25 HH LA:

START DATE:		END DATE:	
Starting Pay rate per Attachment 1- Section B.1			

<b>CLASSIFICATION</b>	<b>NAMES OF CANDIDATE</b>	<b>HEADQUARTERS</b>

**SOURCING AND SELECTION OPTIONS ( per the appropriate P25 HH LA:**

<input type="checkbox"/> a) P25 HH	
<input type="checkbox"/> a) P25 HH	

Requester's Name:	Requester's Signature:	Date:
Approver's Name: Deborah Harper (Company Co-Chair)	Approver's Signature:	Date:
Approver's Name: Pat Duffy (Union Co-Chair)	Approver's Signature:	Date:
<i>For IR Use Only</i> Date of Committee Meeting:	Labor Relations 375 NORTH WIGET LANE Walnut Creek, CA 94598-2405	E-Mail <a href="mailto:LaborRelations@pge.com">LaborRelations@pge.com</a>
Approved:	Declined	

**SECTION IV**

**PAYROLL DEDUCTION AUTHORIZATION FORM FOR HIRING HALL UNION DUES AGREEMENT**

The parties agree that the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 1245 will:

1. Require every Hiring Hall employee of the Pacific Gas and Electric Company ("Company") to execute a Payroll Deduction Authorization form to authorize the deduction of union dues from that employee's wages paid by the Company,
2. Furnish the Company with the names of all Hiring Hall employees who have executed their Payroll Deduction Authorization forms upon request,
3. Retain the originals of the fully-executed Payroll Deduction Authorization forms of all Company Hiring Hall employees, and
4. Provide Company the original of any Hiring Hall's Payroll Deduction Authorization form within two business days upon Company's written request.

**SECTION V  
PG&E DISPATCH CLASSIFICATIONS**

AGREED TO CLASSIFICATONS		SPECIAL PROJECTS/ CONDITION AGREEMENTS
ACCTG CLERK	CARPENTER	
ASST FRMN CLK	COMM TECH	<b>PROJECT EXAMPLES:</b>
CABLE SPLICER	CORROSION MECH	DCPP REFUELING
ELEC T&D ASSISTANT	EQUIPMENT MECHANIC	MLX
ELECTRICIAN	FLD GAR MECH A	CorDaptix™
FIELDPERSON	GAS M&C MECHANIC	HYDRO
FIRST FIELD CLERK	INSPECTOR	P25
GARAGEMAN	MACHINIST	
GAS FITTER	MECHANIC RIGGER	
GAS SERV REP	METERING SYSTEM TECH	
LINEMAN	REPRO OPR B	
MATERIALS HANDLER	ROVING OPER	
METER READER	STATION MECH	
MISC EQUIP OPR	SYSTEM OPR	
OPER CLERK	TELECOM TECH	
OPER CLERK-TYPIST	ALL DCPP CLASSIFICATIONS EXISTING IN THE HIRING HALL	
ROUTINE FIELD CLERK		
ROUTINE PLANT CLERK		
ROUTINE SHOP CLERK		
SERV REP/EXP		
TELECOM EQUIP INSTALLER(DIV)		
TELECOM INSTALLER(GC)		
TOWERMAN		
UTIL WKR-ELE METER		
UTILITY CLERK		
UTILITY CLERK-TYPIST		
UTILITY WORKER		