



# LETTER AGREEMENT NO. R2-22-22-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
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925.974.4461

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MATTHEW 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

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BOB DEAN  
BUSINESS MANAGER

September 16, 2022

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:

The Company and the Union have been in discussions regarding the future of how we work at PG&E to leverage what we've learned, design for the future we want to create, facilitate regular opportunities for face-to-face time to build collaboration and shape our culture. It's essential that we provide efficient, more economical service to customers and to reduce the Company's carbon footprint.

Due to the COVID-19 pandemic, many employees have been working remotely. The Company anticipates returning employees to offices in phases throughout 2022 and 2023.

The Company will determine which work type designation, either Onsite or Hybrid, employees will be offered. The definition of the two work type designations are as follows:

- Onsite - Regularly working at a PG&E facility or job site with or without an assigned workspace.
- Hybrid - Working both remotely and in a PG&E office. Employees would generally report to an office up to three (3) or up to four (4) days per week, on average depending on classification.

A list of hybrid designated classifications that may be required to report to a PG&E office, at the Company's discretion, up to four (4) days per week are included in Attachment A.

When employees are designated as Hybrid they will work remotely or at a PG&E headquarters, as assigned. Accordingly, the parties agree to the following provisions and/or modifications to the Clerical and Physical Labor Agreements.

### **Hybrid Work Type Designations**

The Company has the discretion to offer, approve and cancel employee Hybrid work type designations based on operational need.

Employees must have an appropriate remote work area and an adequate internet connection in order to be approved to work remotely.

No employee will be forced into a Hybrid designation and may choose to report to their assigned Company headquarters on a regular basis.

In the event there are more Hybrid designated volunteers than needed, higher seniority will be the determining factor within a classification and headquarters.

### **Office Equipment and Ergonomics**

The Company will provide Hybrid employees working remotely with the appropriate office equipment, as approved by a Company designated ergonomist, and reasonable and necessary supplies, as approved by their supervisor, to perform their job duties.

All Hybrid employees working remotely will be required to undergo an ergonomic evaluation as soon as possible after being designated as Hybrid. This may require employees to take pictures and/or videos of their remote workstation so that a Company designated ergonomist can review the arrangement of the workstation and determine whether it is ergonomically safe and appropriate. Any professional equipment provided as a result of the ergonomic evaluation must be utilized by the employee. Company will pay for equipment a Company designated ergonomist deems required to enable an employee's safe work performance. Employees may request or may be required to undergo follow-up virtual ergonomic evaluations as needed to promote continued safe working conditions and/or to address any ergonomic safety concerns raised by the employee.

Hybrid employees will be provided appropriate work equipment to perform their job duties safely when reporting to an office. Office workstations may be shared but will be ergonomically safe for the employees who use them. In the event employees are not assigned a workstation, the Company will provide employees with a secure location for storing personal belongings and/or items issued to them by the Company, if possible. If a secure location is not available, the Oversight Committee will meet in order to find a resolution.

### **Reporting Location**

Hybrid employees will continue to be assigned to a physical Company headquarters and will be required to perform their job duties within the State of California.

The Company retains the right to have employees return to their regular work location, either for short or long term needs, as follows:

### Return to Headquarters for Short Term Needs

If an employee is required to temporarily return to their work location for operational reasons such as trainings, staff meetings, or other business needs as deemed necessary by the Company, advance notice will be given prior to the conclusion of the employee's preceding regularly scheduled shift, or 24 hours, whichever is less.

If an employee needs to return to their work location due to temporary changes at their remote work location, advance notice must be given to their supervisor as soon as possible to confirm there is a workstation available for the employee's utilization.

If an employee encounters any unforeseen circumstances (e.g., Power/Internet Outages, Technology Issues, etc.) that affects, or is anticipated to affect, their ability to perform work duties remotely **during an assigned regular work period**, the employee will contact their supervisor as soon as possible to discuss alternative options, which may include direction to report to the employee's assigned Company headquarters or other temporary headquarters.

In this situation, the time taken to report to an assigned Company headquarters, or other temporary headquarters, will be paid up to 120 minutes. However, any time taken beyond the employee's expected normal commute, determined to be unreasonable, may result in the Company's decision to change the employee's Hybrid designation. Employees are encouraged to have discussions with their supervisor regarding alternative locations where remote work could potentially be performed, prior to an unforeseen circumstance occurring.

In no instance will a Hybrid employee be paid overtime to travel to their regular headquarters during the employee's regular work hours.

If an employee encounters any unforeseen circumstances (e.g., Power/Internet Outages, Technology Issues, etc.) that affects, or is anticipated to affect, their ability to perform work duties remotely **during an overtime assignment**, the employee will contact their supervisor as soon as possible to discuss alternative options, which may include direction to end the overtime assignment, report to the employee's assigned Company headquarters or other temporary headquarters.

### Return to Headquarters for Long Term Needs

If an employee is required to regularly return to their assigned Company headquarters, a minimum of thirty (30) days advance notice will be given. However, the timeframe associated with an employee's return to their assigned Company headquarters may be extended at Company's discretion. The decision to return an employee to their assigned Company headquarters shall not be arbitrary or capricious.

Hybrid employees who desire to discontinue their Hybrid designation and return to their assigned Company headquarters on a regular basis must notify their supervisor in writing to ensure there is a workstation available within the assigned Company headquarters. The employee will be returned to their regularly assigned Company headquarters on a regular basis as soon as practicable, but no later than thirty (30) calendar days.

### **Emergency Overtime**

Consistent with existing contractual language, if an emergency callout is required, the Company may assign emergency overtime assignments to Hybrid employees covered by the Clerical Agreement who are working remotely, prior to contacting employees who are assigned to work in an Office. The Company will continue to equalize overtime as equally as practicable in accordance with Title 12.3 of the Clerical Agreement.

### **Overtime Meals**

Hybrid employees working overtime at a physical Company location, or in the field, will follow the normal meal provisions of Title 104 of the Physical Agreement or Title 16 of the Clerical Agreement.

When Hybrid employees work overtime remotely, the overtime meal provisions will be in accordance with the following:

1. Meals breaks will be earned in accordance with the time intervals outlined in Title 104 of the Physical Agreement and Title 16 of the Clerical Agreement.
2. When an overtime meal break has been earned, the employee may continue working or take a meal break. Consistent with Section 514 of the California Labor Code, if the employee chooses to continue to work through an earned overtime meal, the Company will pay an allowance equal to thirty (30) minutes at the straight time rate of pay for the missed meal. If the employee elects to take a meal break, the time taken for the meal break will be unpaid.
3. Under no circumstances, will an employee be entitled to reimbursement for the cost of overtime meals consumed when working remotely.
4. The unpaid meal breaks described in Number 2 above shall not constitute a break in time with regard to establishing the appropriate rate of pay for overtime assignments in accordance with Sections 208.2 and 308.2 of the Physical Agreement and Section 12.2 of the Clerical Agreement. Consistent with current calculation of intervals, unpaid meal breaks will not be included in the calculation of time intervals for future meal breaks.

### **Reimbursement for Business Expenses**

The Company will provide Hybrid employees reimbursement for reasonable and necessary business expenses as approved by the Company, including up to \$35 per month for internet costs.

In the event there is an update to the Company's internet reimbursement policy which results in an increase to the amount reimbursed to Hybrid employees for internet service, the Company agrees to pay the increased reimbursement amount.

### **Travel**

No travel time will be paid to Hybrid employees when they report to their regular assigned Company headquarters for their regular working hours on a workday.

If a Title 200 Hybrid employee reports to a temporary headquarters, the employee shall be paid for the amount of travel time involved which is in excess of the employee's normal commute to their regularly assigned Company headquarters.

For Title 300 Hybrid employees, the language of Title 301 will apply when reporting to a point of assembly location. When on special assignment, the time spent by Title 300 employees working remotely from their home for less than one (1) week will not count as disrupting the 30-day period as identified in Section 301.9.

For Clerical Hybrid employees, the existing language in Title 10.8 will continue to apply.

### **Title 300 Expense Allowances**

Title 300 Hybrid employees will not qualify for Section 301.4 Expense Allowances while working remotely from their home.

### **Performance Management/Company Policy Adherence/Regular Hours and Meal Periods**

Whether working at a Company facility or remotely, all Hybrid employees are expected to follow all Company policies and procedures.

The Company will monitor Hybrid employee's attendance, performance, and conduct to ensure adherence to Company policies and procedures.

Hybrid employees shall only perform work on behalf of the Company during their regularly scheduled work hours and approved overtime periods.

The Company maintains the right to direct work as needed. Hybrid employees will also be responsible for following their department's absence and vacation notification policy, and for promptly notifying their supervisor if their contact information or remote work location changes.

While working remotely, Hybrid employees will observe the same regular work hours, workdays, and meal periods as they do when reporting to their regular assigned Company headquarters.

### **Employee Engagement**

The parties recognize the need to utilize technology to ensure continued success in a remote work environment. To support operations, employee engagement and safety, the Company may require Onsite and Hybrid employees to utilize their web camera whether they are working remotely or in an office.

In general, advanced notification of at least 24 hours will be provided to employees when utilization of an employee's web camera will be required. However, the parties agree that employees will be given at least ten (10) minutes notice before being asked to utilize their web camera when advance notification has not been provided.

The Company will not require camera use solely to monitor an employee's work.

### **Oversight Committee**

The Company and Union shall each appoint up to three (3) members to be part of an Oversight Committee. The Oversight Committee will attempt to resolve any issues that may arise regarding this Agreement.

The parties agree that the provisions included above cannot be changed on a local basis. However, consistent with the Clerical and Physical Labor Agreements, the parties may locally clarify Hybrid employee work hours, work schedules, overtime procedures or vacation scheduling by written agreement between the local Labor Relations Representative and the local IBEW Business Representative.

The provisions of this agreement are separate from the "Remote Reporting" provisions of Section 202.21 of the Physical Agreement, and do not apply to employees reporting remotely under Section 202.21. Neither do the provisions of Section 202.21 apply to Hybrid employees covered under this agreement.

This agreement is not intended to replace or supersede Vehicle Take Home Letter Agreements but may supplement those agreements should an employee be designated as Hybrid and work remotely.

For any classification or headquarters within a department where Hybrid employees are working remotely, the parties agree that technology should be utilized, in addition to physical postings to meet legal and contractual posting and notification requirements. The method for meeting contractually required posting and notifications should be developed at each location by local agreement between Company and Union. By local agreement, Company and Union may agree to solely use technology for satisfying contractual posting and notification requirements.

The parties also agree that this agreement (LA R2-22-22-PGE) will cancel and supersede Letter Agreement 21-01-PGE upon execution of this agreement.

Upon sixty (60) days written notice, either party may cancel this agreement.

This proposal has been discussed with Senior Assistant Business Manager Bryan Carroll and Assistant Business Managers Mike Adayan and Dave Sankey.

Mr. Bob Dean

September 16, 2022  
LA R2-22-22-PGE

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 AND ELECTRIC COMPANY

By:   
Matthew Levy  
Senior Director

The Union is in agreement.

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

          Sep 19, 2022          , 2022

By:   
Bob Dean  
Business Manager

## Attachment A

The below classifications may be designated as hybrid, at the Company's discretion, and may be required to report to a PG&E office **up to four (4) days per week on average**.

Any omissions of classifications in the attachment are unintentional and if any classifications are later identified by both parties, this list may be amended by written agreement.

### Operating Clerical

- Clerk D – Operating
- E & P Operating Clerk (PIO)
- Operating Clerk
- Operating Clerk – Typist
- Operating Clerk – Steno (PIO)
- Senior Operating Clerk I
- Senior Operating Clerk II
- Senior Operating Clerk I-II
- Senior Operating Clerk – Typist I
- Senior Operating Clerk – Typist II
- Senior Operating Clerk Typist I-II
- Utility Clerk – Operating
- Utility Clerk – Typist – Operating

### Physical CBA Clerical support positions

- Assistant Foreman's Clerk
- Field Clerk – Electric T&D (PIO)
- First Field Clerk
- Foreman's Clerk
- Foreman's Clerk (with more than 2 assistants)
- Routine Field Clerk
- Senior Field Clerk

Any classification not listed above may be designated as hybrid, at the Company's discretion, and may be required to report to a PG&E office up to three (3) days per week on average.