



**Pacific Gas and
Electric Company**

Matthew Levy
Senior Manager
Labor Relations

375 N. Wiget Lane, Suite 130
Walnut Creek, CA 94598
925.974.4404

16-23-ESC

October 28, 2016

Joshua Sperry, Senior Union Representative
Engineers and Scientists of California, Local 20
IFPTE (AFL-CIO & CLC)
810 Clay Street
Oakland, CA 94607

Dear Mr. Sperry:

As discussed thoroughly in mediation on September 27, 2016, the parties have agreed to settle numerous grievances and implement certain substitute provisions in Title 21, as related to Estimators. The following provisions were agreed upon:

1. Grievance Settlements

- a. The parties agreed to settle Grievances 22758 and 22759, both filed September 9, 2014, by providing 23 hours of pay at the double-time rate to the two Estimators in Napa who were not called out, Laurel Farris and Daniel Lemieux. The following grievants in this case will be paid two hours of pay at the double-time rate each: Benigno Sabio, Lenny Lee, Kevin Bryan and Catherine McKissack.
- b. The parties agree to settle each of the grievances listed below by paying each grievant two hours of pay at the double-time rate:

Grievance Number	PRC #	RC #	Date Filed	Work Location	Grievant(s)
22698	699		8/8/2014	Antioch	Paul Brown
22460	685		12/18/2013	Grass Valley	Keith Kincheloe, Aaron Finato, Stuart Johnson
22353			12/20/2013	Oakland	Chuck Nunes
22344	683		12/18/2013	Grass Valley	Aaron Finato, Keith Kincheloe, Stuart Johnson
22343	682		12/18/2013	Grass Valley	Aaron Finato, Keith Kincheloe, Stuart Johnson
22294	668			Fresno	Fernando Zepeda
22169	681		7/10/2013	Grass Valley	Aaron Finato, Keith Kincheloe, Sharon Wallace, Lee Wells
22049	644	921	3/30/2013	Chico	Brad Featherston
22020	643	920	3/16/2013	Chico	Todd Cash, Jerry Hostler, Bob Beach, Carl Harland
21991	642	919	2/22/2013	Chico	Todd Cash, Jerry Hostler, Bob Beach, Carl Harland
21925	641	918	1/18/2013	Chico	Barbara Lilly, Todd Cash, Ken Bedsaul, Jerry Hostler, Todd Thacker, Ryan Moretti, Bob Beach
21909	640	917	1/11/2013	Chico	Brad Featherston

- c. The rate will be the rate that was in effect at the time the bypass occurred.

2. **Estimator Bypass.** The Company agrees to establish the following provisions regarding bypass of Estimating personnel for Emergency Overtime (EOT). The parties note that the criteria for when Estimators are to be called out are established in the 2014 EOT Report and in SO205. This includes only the local headquarters' Estimators for the areas called. For example, if a callout occurs in Napa and local Estimators are not called, the number of employees bypassed is only the number of employees on the Napa Overtime list. The only exception to this would be if there is a local letter of agreement that details a different callout procedure. It is further agreed that a bypass is limited to only the number of employees utilized in the callout. If only one Estimator is needed in Napa and the Napa list is not utilized, only one Estimator on the Napa List is considered bypassed.
 - a. If an Estimator, Senior Estimator, or Associate Distribution Engineer (ADE) who is signed up on the EOT list and ought to be called out for an incident is not called for any reason, the Company will pay the aggrieved employee a two-hour minimum at the double-time rate.
 - b. Employees who receive overtime payment for time not worked as a result of this agreement will nevertheless be charged on the appropriate list the amount paid as if they had actually worked.

3. **Restricted bids and transfers for new-hired Estimators.** As part of the continued effort to ensure safety, provide a more stable workforce, and to provide quality training of new employees, the Company is proposing the following substitute provisions per Section 21.9 to any job bidding or transfers for Estimating positions.
 - a. As of the effective date of this agreement, employees hired into the classifications listed below from outside the ESC bargaining unit, will not have their bids or transfers considered under the provisions of Title 21 for a period of 24 months following their employment date.
 - b. The above is not intended to change the Temporary Upgrade provisions of the Labor Agreement.
 - c. Classifications covered by this agreement include:
 - i. Engineering Estimator – Electric
 - ii. Engineering Estimator – Gas
 - iii. Engineering Estimator Local – Electric
 - iv. Engineering Estimator Local – Gas
 - d. The parties agree that the above language can be waived for substantial reasons by local agreement between the parties.

4. **Initiation and Cancellation**
 - a. The effective date of this agreement is upon date of signature by both parties. Either party may cancel Sections 2 and 3 of this agreement by providing 60 days' written notification; these sections may only be canceled together, one cannot be canceled without the other.

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: 

Matthew Lewy
Senior Manager

The Union is in agreement.

ENGINEERS AND SCIENTISTS OF CALIFORNIA
LOCAL 20, IFPTE, AFL-CIO and CLC

By: 

Joshua Sperry
Senior Union Representative

 _____, 2016