



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
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MATTHEW LEVY  
SENIOR DIRECTOR



ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE, AFL-CIO AND CLC  
810 CLAY STREET  
OAKLAND, CA 94607  
510.238.8320  
JOSHUA SPERRY  
SENIOR UNION REPRESENTATIVE

**20-08-ESC**

April 28, 2020

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:

The State of California has declared a State of Emergency in response to the COVID-19 virus. In addition to the implementation of State and local orders to remain at home or to shelter in place, the Company has taken several steps to help support the social distancing protocols to reduce risk, including having employees self-quarantine in accordance with Centers for Disease Control and Prevention (CDC) Guidelines, practice social distancing, where feasible, to work remotely and time-off protocols to accommodate COVID-19 impacted employees.

The Company is committed to the health and safety of our employees and providing safe and reliable electric and gas service to our customers.

To that end, the Company is taking additional steps to ensure that emergency and critical work continues during this COVID-19 health crisis. The Company and Union have agreed to seek employee volunteers in Nuclear Generation operations to remain sequestered at an onsite work location. The purpose of the sequestration is to promote worker health and safety while maintaining critical infrastructure operations during the COVID-19 health crisis.

**1. Overview of Sequestration**

In an effort to maintain service and ensure the safe and reliable operation of the Company's Nuclear Generation resources, the Company has decided to prepare for possible sequestration for specified employees working at specific operational locations as needed for periods of 28 to 32 days at a time.

- a. The sequestration process will begin after completed negotiations (the date of the signed agreement) as follows:
  - (i) An approved list of eligible classifications is created (Section 2)
  - (ii) Solicitation of volunteers (Section 3),

- (iii) Agreement of selected volunteers (Section 3),
- (iv) Agreement of sequential volunteer substitutes (Section 3),
- (v) Notification to the employees to be sequestered (Section 3).

## 2. **Eligible Classifications**

The Company will determine the appropriate number of positions required to sequester. Appendix A lists all the positions anticipated to be required for Nuclear Generation classifications.

## 3. **Volunteer Selection Process**

- a. The Company will solicit volunteers from the current workforce. The Company will contact all employees eligible to volunteer in the required positions identified in Appendix A. Volunteers must be able to report, prepared for 28-32 days of sequestration, within 5 days from the date of notification (being asked to volunteer) to the sequestration location. Company shall contact all employees either at work, sick, or on vacation. Employees who are off with Permission with Pay pursuant to COVID 19 on or after the date of execution of this agreement will not be considered for these voluntary positions. Selections will be based on company seniority from the classification and corresponding qualifications, as applicable. The final list will be reviewed and approved by the Oversight Committee. Once approved, this list of volunteers will be effective for the duration of this agreement (section 9.d). It shall be used to create the list of sequestered employees (section 3) for any and all additional sequestrations (section 5.f) or substitutions that occur during this period (section 9.d). If this agreement is extended per section 9.d, then the volunteer selection process will be started over again per this section.
- b. If there are insufficient volunteers for sequestration, the Oversight Committee will meet to discuss options to identify the critical employees needed to fill vacancies. Employees cannot be forced to be sequestered.
- c. The final list of employees to be sequestered will be posted and communicated to employees.
- d. Immediately prior to sequestration, volunteers must be free of any COVID-19 infection or symptoms, as identified by the U.S. Centers for Disease Control and Prevention ("CDC").

## 4. **Non-Sequestered Employees**

- a. Non-sequestered employees who are normally assigned to a sequestered HQ's or location may:
  - be assigned to the nearest non-sequestered commutable work HQ's or location,
  - perform work within their classification from home, or
  - remain at home with Time Off with Permission with Pay
  - If there is no non-sequestered HQ or location within a commutable distance, an alternative arrangement may be agreed to by the Oversight Committee.
- b. As a result of sequestration, the Oversight Committee will discuss and ensure appropriate staffing levels for non-sequestered positions to ensure safe and reliable Company operations.

## 5. **Sequestration Conditions (Hours, Work Schedules and Compensation)**

Volunteers will be required to remain on-site while being sequestered for periods of 28 to 32 days at a time. The Company and Union will agree to work schedules that meet Company needs (e.g. fatigue, safety, etc.). Prior to the sequestration commencement these schedules will be offered to volunteers by Company seniority. Changes to these schedules will be addressed by the Oversight Committee. However, the Company reserves the right to work employees less than their set schedule.

- a. Due to the emergency circumstances, employees who volunteer for sequestration are also volunteering to work up to seven days each week with work hours generally being 12-hours per day but not to exceed 16-hours per day. All employees will be given a minimum of 8 consecutive hours of rest per day immediately following their regularly scheduled work period.
- b. Hours paid to sequestered employees in excess of 40 hours per week will be included as credited hours on prearranged overtime tracking lists. These hours will be credited to the individual sequestered employees, but the hours will not be included in calculating overtime hours worked within the headquarters for the purpose of overtime equalization under Section 17.5 of the Collective Bargaining Agreement (CBA).
- c. Upon their return to their normal headquarters and/or work schedule, sequestered employees will be credited with one hour more than the maximum accrued emergency overtime in his/her classification. In other words, the employee would "go to the bottom of the list".
- d. During sequestration, volunteers agree, and provide consent, to being subjected to appropriate and ongoing health monitoring, daily body temperature checks, daily symptom recognition interviews for the purpose of identifying potential cases of COVID-19, and periodic COVID-19 testing as it becomes available. If an employee is found to have COVID-19 or symptoms associated with COVID-19, as identified by the U.S. Centers for Disease Control and Prevention ("CDC"), the Company will replace the sequestered employee.
- e. Should public health and safety conditions require the Company to maintain sequestration operations for a duration longer than 28 to 32 days, the Company will utilize volunteers identified pursuant to the Volunteer Selection Process (section 3) described in this agreement. Such volunteers would replace existing sequestered employees. The replacement of sequestered employees with volunteers shall be repeated each 28 to 32 days for the duration of sequestered operations as necessary. The employees who just completed a sequestration assignment may be reconsidered, but they will only be considered after the volunteers, who were pre-identified pursuant to the Volunteer Selection Process (section 3), have been given the option. Employees who do not complete an entire sequestration period (i.e. exit prior to conclusion) will be placed at the bottom of the Volunteer Selection list (including those who just completed) if they are still interested in future sequestration periods.
- f. Should test procedures become available that can positively identify COVID-19, any new replacement volunteer will first be required to test negative. In addition, those employees who are already sequestered will be tested as deemed necessary by the Company.
- g. At the completion of a sequestration assignment, employees will not return to work for four (4) days. For these four days, employees will be paid at the straight-time rate of pay for their regularly scheduled hours (8, 9, 10 or 12) regardless of the days being regular workdays or RDO's. These hours will not be counted as time worked for defining overtime in accordance with Title 17 of the CBA. Additionally, these employees will not be called into work during this 4-day period.
- h. If an employee needs to exit a sequestration, they will be returned to their normal work duties. Employees are encouraged to give the Company 72 hours' notice prior to their exit from sequestration.
- i. If the Company needs to remove an employee from sequestration the Oversight Committee must meet to discuss prior to removal.

- j. All hours spent in sequestration will be paid at the double-time rate of pay, which is twice the normal base hourly wage rate. For the purposes of Phase One, all premiums will apply, except for the Sunday premium (Section 24.7) and the 10% wage premium outlined in Letter of Agreement 20-07-ESC.
- k. This agreement will not change an employee's basic weekly pay rate for the purposes of any change in benefits under Part II (the Final Pay Pension) of the Retirement Plan, Part III (the Cash Balance Pension) of the Retirement Plan, and 401k contributions.
- l. For each Company holiday that occurs during the sequestration period, employees will be awarded a Holiday in lieu.
- m. Volunteers understand and agree that any vacation scheduled during the sequestration period will be cancelled.

**6. Miscellaneous Sequestration Issues**

- a. The Company reserves the right to remove/replace an employee for fitness for duty reasons. The Oversight Committee will agree to and resolve any and all replacements of sequestered volunteers and all necessary changes to the sequestered population.
- b. Due to the nature of sequestration, employees will not be permitted to leave Company designated premises. Employees are also precluded from receiving visitors for the duration of the voluntary assignment.
- c. Employees will be compensated for all hours during sequestration; therefore, volunteers are required to remain fit-for-duty and shall not be permitted to consume, possess, display, transport or sell alcohol, recreational or medical marijuana, or illegal drugs for the full duration of the sequestration period.
- d. Nothing herein shall prohibit the Company from ending sequestration assignments at any location or within a line of progression/classification at any time.

**7. Employee Care for Immediate Family (spouse and/or dependent children)**

- a. Meal Support for Family  
Eligible sequestered employees are eligible to receive a \$100.00 per day stipend for the purchase and/or delivery of food to the employee's household. In order to be eligible for this stipend, a volunteer must have a spouse, registered domestic partner, and/or dependent children living in their personal residence.
- b. Internet Connection – Connectivity Stipend  
Volunteers who are sequestered will receive a \$75.00 per month (or prorated portion thereof) stipend to cover connectivity charges associated with maintaining contact outside of sequestration during the duration of the sequestration assignment.
- c. Employee Assistance Program ("EAP")  
Access to EAP well-being services will be provided for employees and their dependents.

**8. On-Site Sequestration Accommodations**

Sequestered employees shall be provided the following minimum accommodations:

- a. Appropriate temporary single-occupancy sleeping quarters. The Company may choose to provide recreational vehicles, trailers, or other appropriate accommodations. The Company may also choose to allow employees to supply their own recreational vehicles.

- b. If a volunteer utilizes a personal recreational vehicle or trailer on-site during sequestration, the employee assumes all responsibility associated with their use of their recreational vehicle or trailer. For employees who are lodging in their personal recreational vehicle or trailer the Company will pay the employee \$525.00 per week (or \$75.00 per day).
- c. Showers and restrooms
- d. Daily cleaning – For remote locations, employees utilizing a recreational vehicle or trailer will be provided cleaning supplies and will be responsible for cleaning their living quarters.
- e. Onsite laundry or laundry services
- f. Daily snacks, meals or groceries – The Company will provide meals, snacks, beverages and/or groceries to sequestered employees. The meals, snacks, beverages and/or groceries should, but may not quite be, the same as those the employees would have at their homes. So long as employees work “around the clock” at sequestered locations, Company will provide “around the clock” meals, snacks and beverages in keeping with sequestered employees’ established hours of work to adequately provide for employees’ customary and non-customary meals as required
- g. Access to Internet, TV’s, video games, gym equipment, physical mail as already available in specific locations.

**9. Supersession and Duration**

- a. This agreement was negotiated as a response to an unforeseeable set of events resulting from the COVID-19 pandemic.
- b. To the extent the compensation provisions of this agreement conflict with the CBA, this Agreement shall prevail.
- c. The parties expressly agree that to the extent that any provisions of this agreement are contrary to the California Labor Code, or the California Wage Orders, including but not limited to compensation, overtime and scheduling, this Agreement shall prevail.
- d. This Agreement will be in effect for 60 days from the date of signing and may be extended by mutual written agreement of the parties.

**10. Expeditious Oversight Committee**

The parties agree to meet at a minimum weekly (and more frequently as needed) to administer the agreed upon processes and resolve any disputes that may arise under this agreement. 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 prior to grievances being filed.

Mr. Joshua Sperry

LA 20-08-ESC  
April 28, 2020

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.

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

4/28 \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Joshua Sperry  
Senior Union Representative

## **APPENDIX “A”**

**(Employee Numbers are Approximations)**

### **Diablo Canyon Power Plant (DCPP)**

1. Will utilize existing work hours, schedules and shifts contained within the existing CBA and/or Letter Agreements.
2. To the extent possible, abide by existing NRC work hour rules.

<b>DCPP Engineering and Planning</b>	<b># ESC Employees</b>	<b>Position</b>
	5*	Nuclear Planner – ESC or Senior Nuclear Planner – ESC
	10^	(Nuc) Engineer – Associate or (Nuc) Engineer or (Nuc) Engineer, Senior or (Nuc) Engineer, Senior Advising or (Nuc) Engineer, Senior Consulting or (Nuc) Engineer, Principal

### **Total Employees for Sequester = 15**

\*Two (2) Mechanical Planners, one (1) Electrical Planner, one (1) Civil Planner and one (1) Instrument and Control Planner are required.

^Engineers are required from the following disciplines:

- Four (4) EFIN Engineers – One (1) Mechanical, one (1) Electrical, one (1) Civil and one (1) Instrument and Control Planner
- Two (2) Reactor Engineers
- Two (2) Digital Engineers
- Two (2) Fire Protection Engineers