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ENGINEERS AND SCIENTISTS OF CALIFORNIA
LOCAL 20, IFPTE, AFL-CIO AND CLC
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FRANCISCO PRECIADO
EXECUTIVE DIRECTOR

22-17-ESC

July 5, 2022

Francisco Preciado, Executive Director
Engineers and Scientists of California, Local 20
IFPTE (AFL-CIO & CLC)
810 Clay Street
Oakland, CA 94607

Dear Mr. Preciado:

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 beginning in August of 2022. The return will be done in phases throughout 2022 and 2023. However, there may be a business need to return some employees sooner than August of 2022.

The Company will determine which work type designation, either Onsite or Hybrid, employees covered under the ESC Labor Agreement will be assigned.

The definition of these work type assignments 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) days per week, on average, and in many instances would not have an assigned workspace.

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 ESC Labor Agreement.

Establishing Hybrid Work Type Assignments

The Company has the discretion to offer, approve and cancel employee Hybrid work type assignments 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 required to work a Hybrid assignment and may choose to work at their assigned Company headquarters on a regular basis.

Hybrid work type assignments will be offered as equitably as possible by classification and headquarters. Exceptions to Hybrid work type assignment equitable offers include, but are not limited to, the following:

- Need for in-person trainers and trainees
- Performance of work that requires an employee to work from their assigned Company headquarters
- Other Onsite assignments unable to be performed remotely due to operational need.
- If a limited number of Hybrid work type assignments are available within a specific work group, Hybrid work type assignments will be offered by seniority (within classification and headquarters), barring operational needs that would prevent offering by seniority.

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, unless contractually specified

otherwise or as assigned. Due to operational needs, Hybrid employees are expected to be able to report to their assigned physical Company headquarters during the regular basic workweek.

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 employees 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 one hundred and twenty (120) minutes. However, any excess 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

To improve efficiency and immediate customer response, the Company may assign emergency overtime to regular weekly paid employees who are able to respond remotely prior to contacting employees who are unable to work remotely.

All weekly paid employees that work in departments that are assigned emergency overtime, including those working regular hours at the office, will be permitted the option and provided the necessary equipment to participate in remote emergency overtime response.

In order for an employee to be eligible to work overtime remotely, they must be able to respond immediately (e.g., less than 15 minutes) and have the necessary equipment (e.g., laptop) with them in order to be considered for the emergency overtime assignment.

If an employee opts not to be provided the necessary equipment to participate in remote emergency overtime response, the Company will not be required to equalize overtime per Section 17.5 for that employee.

This section does not apply to those employees covered under Section 17.11 (Overtime for Monthly Employees) of the ESC Labor Agreement.

Overtime Meals

Hourly paid Hybrid employees working overtime at a physical Company location, or in the field, will follow the normal meal provisions of Section 16 of the ESC Labor Agreement.

When hourly paid 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 Section 16 of the ESC Labor 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 Section 17.3 of the ESC Labor Agreement. Consistent with current

calculation of intervals, unpaid meal breaks will not be included in the calculation of time intervals for future meal breaks.

This section does not apply to those coworkers covered under Section 16.7 (Meals for Monthly Employees) of the ESC labor Agreement.

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 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.

When a 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 General Construction employees, the language of Title 10 will apply when reporting to a point of assembly location. When on special assignment, the time spent by General Construction 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 10.14.

General Construction Expense Allowances

General Construction Hybrid employees will not qualify for Section 10.9 (Per Diem) 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 advance 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.

Temporary Change of Remote Reporting Location

At the request of an individual employee and with their supervisor's permission, a Hybrid employee may be excused from the expectation to report to their regular assigned Company headquarters due to a temporary alternative remote work location. In no case may such temporary alternative remote work location exceed two (2) weeks. In addition, this provision may only be utilized once in a given calendar year.

Employees are required to use a remote working location that has adequate internet connection and are expected to make every effort to maintain optimal ergonomic working conditions while working at a location other than their usual remote working location.

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 ESC Labor Agreement, 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 ESC Business Representative.

The provisions of this agreement are separate from the "Telecommuting and Remote Access for Monthly Employees" provisions of Section 7.9 of the ESC Labor Agreement, and do not apply to employees who covered by such language, telecommute or remotely access the Company's computer systems for job related purposes.

For any classification or headquarters within a department where Hybrid employees are working remotely, the parties agree that technology (e.g., SharePoint) may be utilized to satisfy legal and contractual posting and notification requirements.

The parties also agree that this agreement (LA 22-17-ESC) will cancel and supersede Letter Agreement 20-21-ESC upon execution of this agreement.

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

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
Matthew Levy
Senior Director

The Union is in agreement.

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

July 8, 2022

By: Francisco Preciado
Francisco Preciado
Executive Director