



LETTER AGREEMENT NO. 00-42-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
925-933-6060

STEPHEN A. RAYBURN, MANAGER
AND CHIEF NEGOTIATOR

JACK McNALLY, BUSINESS MANAGER

August 7, 2000

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Dear Mr. McNally:

Letter Agreement 00-20 established a 94-53 Committee to develop recommendations for outage schedules and working conditions for the tenth refueling outage of Unit 1 (1R10) at the Diablo Canyon Power Plant. The joint Committee met on May 23, June 8 & 9, and July 10, 11 and 25 and reached agreement as provided below. The parties agreed that this agreement is application to the 1R10 outage only and supersedes and replaces letter agreements 91-20, 92-56, 93-16 and 97-37.

A. Intent

The parties agreed that the intent of this agreement is to:

- Have as safe, short, and least costly outage as possible
- Develop one agreement for improved understanding and administration
- Address the economic concerns of the both Diablo Canyon Power Plant management and IBEW 1245 bargaining unit
- Emphasize the utilization of IBEW 1245 bargaining unit personnel
- Develop a mechanism to review and enforce the provisions of this agreement while making any individual "whole" who lost any wage, other compensation, or benefit due to a violation of this agreement

B. Definitions

- **Start of the outage** is the opening of the breaker
- **Conclusion of the outage** is the closing of the output breaker
- **Departments are:** Operations, Clerical, Technical Maintenance, Mechanical Maintenance, Chemical and Radiation Protection, Telecommunications, Materials, General Services, Firefighting.
- **Temporary employee** is any individual assigned to perform bargaining unit work that is not a regular member of the bargaining unit
- **Comparable classification** are defined in the Section J. herein
- **Bargaining unit work** is defined as any work that is covered by the certification of the basic Agreement
- **Extended scheduled work hours** is a minimum of 60 but less than 72 scheduled hours per week
- **Maximum scheduled work hours** is a minimum of 72 scheduled hours per week

C. Temporary Assignments

When additional employees are needed to perform bargaining unit work in a department and classification, the following sequence shall apply:

1. Regular employees in a classification and department will be assigned maximum scheduled work hours on a voluntary basis in accordance with Section D. Overtime as provided herein.
2. Regular bargaining unit employees not assigned to an extended schedule in their department shall be temporarily assigned to the classification on a voluntary basis in order of seniority and preference. Placement opportunities will be offered in the following classifications: tool clerk, utility worker, and painter "B" or other above entry level classifications where the employee possesses the necessary skill and ability to perform the job. These employees will be assigned to the maximum schedule. While the employees must possess the necessary skill and ability for the assignment, the company will also provide routine training needed for the assignment. Employees shall be paid their regular wage rate or the rate of the classification assigned to, whichever is higher.
3. At Company's discretion, bargaining unit employees from outside Diablo Canyon may be utilized.
4. Employees with rehire rights pursuant to Sections 206.13 and 306.14. An employee so hired will be laid off at the conclusion of his or her 1R10 work assignment without reference to Title 206.
5. Use of temporary and/or agency employees hired in any combination or sequence:
 - Temporary employees hired pursuant to Section 106.12 of the agreement; however, the union security provisions of letter 95-145 shall apply.
 - Temporary employees pursuant to letter agreement 95-145. Temporary classifications established by agreement for this outage will be allowed to register with the hiring hall by fax, union shall notify Company of all such applicants for the temporary classifications, and Company may elect not to hire such individuals and shall notify the Union of the same, in writing, in the event Company does so elect.
 - Non-unit employees placed into bargaining unit classifications pursuant to Section 106.12. Such employees will continue to receive medical, dental, and vision under their regular base position while the union security provisions of letter 95-145 shall apply.
 - Individual experienced journeymen hired by contract through Fluor (hereafter referred to as contract employees), limited to Pipefitters, Millwrights, Carpenters, Boilermakers, Electricians, Ironworkers, Sheetmetal Workers, Cement Masons, Sprinkler Workers, Painters and Asbestos Workers.

Work schedules & assignments:

- The basic workweek of any temporary employee may begin or end on any day of the week.
- Regular employees (on a 202.17 schedule) and temporary and contract employees may be assigned to work on either Unit provided that all regular employees in Utility Workers and Decon Specialists classifications in the department are upgraded to journeyman.
- Contract employees may perform outage related work only and be limited to begin work no more than 28 calendar days prior to the start of the outage.
- Temporary employees may perform outage related work only and be limited to begin work no more than 10 calendar days prior to the start of the outage.

D. Overtime

- Prior to start of outage:
 - ⇒ Temporary and contract employees will be the last to be offered overtime in their comparable classification and department
 - ⇒ The first weekend overtime prior to the start of the outage will be distributed by crew.

- During the outage:
 - ⇒ Regular employees will be assigned to maximum scheduled work hours while a temporary employee or contract employee is being used in a comparable classification.
 - ⇒ Additional overtime (7th day) shall be offered to regular employees first in accordance with established overtime procedures for the department
- After the outage:
 - ⇒ The same application as during the outage will apply.

E. Temporary Classifications, Wage Rates and Expenses

- Temporary employees may be paid at an experienced wage rate at company discretion.
- Expenses
 - ⇒ A temporary employee hired in a journeyman classification will be paid \$99.00 per day upon meeting the IRS per diem requirement
 - ⇒ A temporary employee hired in a journeyman classification will be paid two way travel reimbursement to DCPD from the employee's point of origin as follows:

<u>Distance Traveled to DCPD</u>	<u>Reimbursement</u>
<75 miles	\$ 0
75 to 200 miles	60
201 to 500 miles	125
501 to 750 miles	250
751 to 1000 miles	350
>1000 miles	500

F. Operations Department

1. The schedule shown will be implemented on Monday, 10/9/00 and will continue through night shift on Sunday 11/5/00, unless an alternative date is agreed upon by local Company and Union Representatives. It applies to all 12-hour shift employees including Control Room Assistants and those employees on Special Projects.
2. Work Schedule
 - a. Assignment of personnel to this schedule will be by seniority in a classification, except for those employees on Special Projects. Company reserves the right to balance crew experience, if necessary, in consultation with the department Shop Stewards. Personnel will chose the crew by shift (Days or Nights) and normal days off desired. Employees will return to their original crews unless agreed upon by both Company and employee.
 - b. The Outage workweek will consist of 4 consecutive regularly scheduled shifts, one mandatory overtime shift (5th day), and 2 consecutive days off (6th and 7th days). Approximately 1/2 of the Operators in each classification will be on day-shift and 1/2 on night-shift.
 - c. Work days / days off will be staggered, with approximately 1/7 of the day-shift and 1/7 on the night-shift Operators on each of the schedules listed below. "W" represents a regularly scheduled work shift (first four days), "M" represents the mandatory OT shift (5th day), "O" represents the first shift off (6th day), and ""X" represents the second shift off (7th day).

<u>Crew/Days</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
1	W	W	W	W	M	O	X
2	X	W	W	W	W	M	O
3	O	X	W	W	W	W	M
4	M	O	X	W	W	W	W
5	W	M	O	X	W	W	W
6	W	W	M	O	X	W	W
7	W	W	W	M	O	X	W

- d. The normal Monday through Sunday workweek will be maintained for the duration of this schedule for payroll purposes. An individual's first day of work schedule will be considered to be the first day following the normally scheduled days off, the second following that, etc. This means that scheduled workdays may bridge from one payroll period to the next.

3. Outage Hours

- a. The scheduled work hours for shift personnel will be 0700-1900 on day-shift and 1900-0700 on night shift. Special Projects employees scheduled work hours shall be:
- b. The Day-shift and Relief Radwaste Operator will maintain their normal Monday through Friday hours of 0700-1500 hours with an extension of shift on these days from 1500 to 1900 hours. Saturday day shift from 0700-1900 hours may be filled on a voluntary basis by the Day-shift Radwaste Operator. Sunday day shift from 0700-1900 hours may be filled on a voluntary basis by the Relief Radwaste Operator.
- c. The Night-shift Radwaste Operator will change his work hours to Monday through Friday from 1900-0300 hours with an extension of shift on these days from 0300 to 0700 hours. Sunday night shift from 1900-0700 hours may be filled on a voluntary basis by the Night-shift Radwaste Operator. The Night-shift Radwaste Operator will receive the third shift premium for all hours worked on this schedule.
- d. The Saturday night Radwaste shift from 1900-0700 hours and any of the above Saturday or Sunday shifts not filled on a voluntary basis by the Radwaste Operator rotational assignment personnel will be filled through overtime from the outage support operators. Any operator scheduled to fill either of the Sunday Radwaste Operator positions shall receive Sunday Premium per Title 110.7.
- e. The NSSS Operator will work Monday through Friday day shift from 0700-1500 hours with an extension of shift from 1500-1900 hours to provide work support for the NSSS Work Week Manager. He may, on a voluntary basis, work either Saturday or Sunday as needed, to provide additional support where necessary.
- f. The ATUR Operator will work Monday through Friday day shift from 0700-1500 hours with an extension of shift from 1500-1900 hours to provide work support for the ATUR Work Week Manager. He may, on a voluntary basis, work either Saturday or Sunday as needed, to provide additional support where necessary.
- g. The Intake Operator and the OST Operators will continue to work the assigned hours of the team. The employees may volunteer to work in support of the outage as necessary per Title 208.

4. Outage Pay

- a. The weekly wage rate will be in accordance with the 2000 pay rates in Exhibit X of the Company and Physical Agreement.
- b. The first three regularly scheduled 12 hour shifts will be paid at the straight time rate. On the fourth regularly scheduled shift in the workweek, the first 4 hours will be paid at the straight time rate and the next 8 hours will be paid at the time and one half overtime rate. All additional time in excess of 12 hours shall be paid at the double time overtime rate.

5. Turnover Time

- a. All personnel assigned to the outage unit as a watch stander will come in one hour early (0600/1800) for a shift brief. This will be recorded as turnover time. Personnel assigned to the non-outage unit, manpower pool and the CRA's may come in one hour early, at the employee's option.

6. Schedule change

- a. Employees who fall under this agreement are to be paid compensation for the first three regular work days (36 hours) of the new schedule at the time and one-half rate in lieu of straight time.

7. Premiums

- a. Employees assigned to the outage day-shift crew will not receive a shift premium. Employees assigned to the outage night-shift crew will receive third shift premium for the length of the time this agreement is in effect. Sunday premium will be paid in accordance with Section I of this agreement.

8. Meals
 - a. Employees are entitled to a \$15 meal and the time (1/2 hour) to consume that meal after working in excess of 9 hours on their 4th, 5th, and 6th working days.
9. Overtime
 - a. Overtime assignments on the first day off (6th day of the workweek) shall be scheduled at the option of the company in the following order:
 - Voluntary PAOT
 - Voluntary EOT
 - Mandatory OT only for conditions meeting the definition of emergency below.
 - Unless an emergency exists, no Operator shall be assigned to work overtime on the second consecutive day off (7th day of the schedule). Examples of "emergency" conditions include, but are not limited to, a trip of the running Unit or a condition where the legally required manning for watch stations cannot be met with the personnel schedule.
 - An employee who desires to take off the mandatory overtime day (5th day), shall make a request to the Day Shift supervisor at least two days in advance. After reviewing the schedule, manpower requirements, workload and consulting with the Work Window Managers, the Day Shift Supervisor may grant the employee the time off.
10. Vacation
 - a. Vacation is scheduled by shift week. A shift week selected on the normal rotating 12 hour schedule will translate to a shift week on super crew schedule. Due to the schedule change, all vacation requested during this period will be reviewed with the individual and the Day Shift supervisor to ensure vacation needs during this period are met to the maximum extent possible.
11. Workstation Assignments
 - a. The number of licenses assigned to the Control Room may be reduced or reassigned during certain periods of the outage based on operational needs (i.e. during the RHR window), consistent with minimum staffing requirements.
 - b. All personnel on-shift who are not assigned to a watch station will be assigned to the Manpower Pool. These personnel will be under the direct supervision of the Work Window Managers or their designees.
12. Exchange of Shifts
 - a. At any time during the duration of this agreement two individuals of equal qualification may trade shifts provided:
 - b. Administrative guidelines for hours for both employees are not exceeded
 - c. The Day shift Supervisor approves
 - d. For voluntary exchanges, there will be no entitlement to schedule change pay for either employee

G. Chemistry and Radiation Protection Departments

- Pursuant to Subsection 202.17(a)(1) of the Physical Agreement, the following schedule will be the required work hours during 1R10 for all Chemical and Radiation Protection personnel (to include Technicians, Decon Specialists, Utility Workers and Clerks assigned to the Radiation Protection or Chemistry departments) at Diablo Canyon.
- Standard Work Week and Work Hours
 - Work Week
 - ⇒ Chemical and Radiation Protection personnel on shift will normally be scheduled to work four or five-day workweeks. These workweeks correspond to workweeks 4/4A (for current shift positions working workweeks 9/9A & 10/10A) and 3/3A (for current shift positions working workweeks 1/1A AND 2/2A) in LA 98-73.
 - ⇒ Chemical and Radiation Protection personnel off shift will normally be scheduled to work four or five day workweeks corresponding to workweeks 5/5A and 0 in LA 98-73. Selection will be by seniority in the work group.

- ⇒ All C&RP personnel will work one of two basic 12 hour shifts.
 - First-shift: 0630 - 1830. (1900 for Travelers)
 - Second-shift: 1830 - 0630.
- ⇒ Core hours will be 0630 - 1630 (1700 for Travelers) and 0800 - 1600 (relief technicians) for the first shift and 2000 - 0400 for the second shift.
- ⇒ Priority for shifting RP Technicians, Decon Specialist and Utility Workers from first shift to second shift:
 - First shift RP personnel who are assigned to general containment or auxiliary building assignments may volunteer to switch to second shift with priority given to seniority. The maximum number of volunteers that will be accepted will be that number which causes the number of second shift general containment and auxiliary building workers in each classification to be at least one and one-half times the number of first-shift general containment and auxiliary building workers
 - Shift RP Technicians will have priority over Traveler RP Technicians in volunteering for second shift positions.
- ⇒ The workweek change will occur on the first day of a new pay period at least one week, but no more than three weeks preceding the start of the outage. The workweek change of this agreement will occur no later than the first day of the new pay period immediately following power ascension, unless agreed to otherwise locally by the Union and the Company.

H. Mechanical and Technical Department

- The following schedule will apply to regular day employees in the Mechanical/Technical Maintenance and Tool Management Group, as well as Shift Control Technicians and Apprentice Shift Control Technicians on a voluntary basis:
 - ⇒ First Shift: 0630 to 1700 (shift employees end at 16:30)
 - ⇒ Second Shift: 1830 to 0430.

I. Premiums

- Shift Premium
 - ⇒ All employees whose core work hours are scheduled to begin at 12:00 p.m. or later shall be paid the 3rd shift premium.
- Sunday Premium
 - ⇒ All employees who perform work on a Sunday shall receive the Sunday premium.

J. Comparable Classifications

<u>Regular Classifications</u>	<u>Comparable Classifications</u>
Machinist and Mechanic Rigger	Millwright, Pipefitter, Carpenters, Boilermakers, Sheet metal and Sprinkler Workers
Electricians Title 300	Electricians Cement Masons, Painters and Asbestos Workers

K. Outage Bonus Program

- The parties will negotiate an outage bonus program

L. Miscellaneous

- In the event an employee is off work for any reason the employee shall remain eligible for overtime on the next scheduled day whether it is a normal workday or an overtime day.
- Unless agreed to otherwise, core hour change may occur within one week preceding the start of the outage and continue until the end of the outage, depending on scope of work.
- Personnel who are required to provide station relief may be required to report to work ½ hour early to receive a turnover briefing. Personnel who are required to be relieved on-station may be required to hold over ½ hour to provide a turnover briefing.

M. Outage Review Committee

- The 94-53 Outage Committee shall meet to review the performance of the outage including the application of this agreement and to submit a written evaluation of what worked well, what did not work well, and what could be improved upon for future outages.
- Additionally, a subcommittee of six individuals, three appointed by each party, shall review all alleged contractual violations and submit written agreed to recommendations for settlement of the issues. This shall be completed within sixty (60) days from the conclusion of the outage. Where joint recommendation is not reached, the issue will be forwarded to Fact Finding Committee under the provisions and manner in Title 102.

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: Stephen A. Rayburn
Stephen A. Rayburn
Manager and Chief Negotiator

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

Aug 29, 2000

By: Jack McNally
Jack McNally
Business Manager