



LETTER AGREEMENT NO. 01-14-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

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, DIRECTOR
AND CHIEF NEGOTIATOR

JACK McNALLY, BUSINESS MANAGER

March 23, 2001

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 2 (2R10) at the Diablo Canyon Power Plant. The joint Committee reached agreement as provided below. The parties agreed that this agreement is applicable to the 2R10 outage only.

A. Intent

1. The parties agreed that the intent of this agreement is to:
 - a. Have as safe, short, and least costly outage as possible
 - b. Develop one agreement for improved understanding and administration
 - c. Address the economic concerns of the both Diablo Canyon Power Plant management and IBEW 1245 bargaining unit
 - d. Emphasize the utilization of IBEW 1245 bargaining unit personnel
 - e. 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

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

C. Temporary Assignments

1. When additional employees are needed to perform bargaining unit work in a department and classification, the following sequence shall apply:
 - a. Regular employees in a classification and department will be assigned maximum scheduled work hours in accordance with Section D. Overtime as provided herein.
 - b. 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.
 - c. At Company's discretion, bargaining unit employees from outside Diablo Canyon may be utilized.
 - d. 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 2R10 work assignment without reference to Title 206.
 - e. Use of temporary and/or agency employees hired in any combination or sequence:
 - 1) Temporary employees hired pursuant to Section 106.12 of the agreement; however, the union security provisions of Letter Agreement 95-145 shall apply.
 - 2) 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.
 - 3) 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 Agreement 95-145 shall apply. Employees so placed may also continue to perform non-unit work on a part time basis.
 - 4) 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.
 - f. Work schedules & assignments:
 - 1) The initial established workweek of any temporary employee may begin or end on any day of the week and will remain in effect for the entire outage.
 - 2) 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.
 - 3) 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. During this work period when contract employees are assigned to perform scaffold work, one crew of regular employees selected from the current PAOT list in the appropriate classifications will be used on Saturdays and Mondays to also perform scaffold work.
 - 4) 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.
 - 5) Regular Clerical employees who volunteer for, and are assigned to, extended schedules, may work additional OT hours at their regular desk job, if their temporary outage assignment does not provide 60 hours per week.

D. Overtime

1. Prior to start of outage:
 - a. Temporary and contract employees will be the last to be offered overtime in their comparable classification and department
 - b. The first weekend overtime prior to the start of the outage will be distributed by crew.
2. During the outage:
 - a. Regular employees will be assigned to maximum scheduled work hours while a temporary employee or contract employee is being used in a comparable classification.
 - b. Additional overtime (7th day) shall be offered to regular employees first in accordance with established overtime procedures for the department.
 - c. For the continuation of the workday, overtime will be distributed by crew, with preference given to regular employees first.
3. After the outage:
 - a. The same application as during the outage will apply.

E. Temporary Classifications, Wage Rates and Expenses

1. Temporary employees may be paid at an experienced wage rate at company discretion.
2. Expenses
 - a. A temporary employee hired in a journeyman classification will be paid \$99.00 per day upon meeting the IRS per diem requirement
 - b. A temporary employee hired in a journeyman classification will be paid each way 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. Chemistry and Radiation Protection Departments

1. Pursuant to Subsection 202.17(a)(1) of the Physical Agreement, the following schedule will be the work hours during 2R10 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.
2. Standard Work Week and Work Hours
 - a. Work Week
 - 1) 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.
 - 2) 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.
 - 3) Radiation Protection personnel may work any 4 & 3 (for day-shift) or 5 & 2 (for night-shift and Reliefs) schedule by seniority up to 25% of personnel off on any one-day by classification at the employees discretion.

- 4) All C&RP personnel will work one of two basic 12 hour shifts.
- 5) First-shift: 0630 - 1830. (1900 for Travelers)
- 6) Second-shift: 1830 - 0630.
- 7) 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.
- 8) Priority for shifting C&RP Technicians, Decon Specialist and Utility Workers from first shift to second shift:
 - a) First shift C&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
 - b) Shift C&RP Technicians will have priority over Traveler C&RP Technicians in volunteering for second shift positions.
- 9) 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.

G. Mechanical, Technical and Operations Departments

1. 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:
 - a. First Shift: 0630 to 1700 (shift employees end at 16:30)
 - b. Second Shift: 1830 to 0430.
 - c. Shift Control Technicians on shift will be assigned their normal shift core hours i.e. days, swings, mids.
2. The Operations Department schedule will be that of the 12 hour agreement with shifts as follows
 - a. First shift 0700 to 1900
 - b. Second shift 1900 to 0700

H. Premiums

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

I. Comparable Classifications

Regular Classifications	Comparable Classifications
Machinist and Mechanic Rigger	Millwright, Pipefitter, Carpenters, Boilermakers, Sheet metal and Sprinkler Workers
Electricians	Electricians
Painters	Painters, Carpenters, and Asbestos Workers

J. Miscellaneous

1. 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.
2. Unless agreed to otherwise, core hour change for regular employees shall occur at least one week preceding the start of the outage and continue until the end of the outage, depending on scope of work.
3. 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.
4. Company will make a good faith effort to accommodate the needs of employees who request to be scheduled to less hours than the work schedules contained in this agreement. Preference will be given to those employees who make such a request at least 45 days prior to the start of the outage.

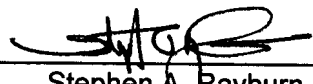
K. Outage Review Committee

1. 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.
2. 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 the Fact Finding Committee under the provisions and manner described 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
 Director 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

April 25, 2001

By: 
 Jack McNally
 Business Manager