



# LETTER AGREEMENT NO. 02-31-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

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STEPHEN A. RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN  
BUSINESS MANAGER

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July 26, 2002

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

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

On July 23, 2002 the Company and Union met to discuss outage staffing and scheduling issues at the Diablo Canyon Power Plant. Present at this discussion were the following individuals: Gary Anderson, Cher Anthony, Ken Ball, Warren Brown, Joe DeMartini, Kim Fredrickson, Jim Grady, Mike Haentjens Jim Hayes, Jeff Hays, Dan Lockwood, Matt Huszarik, Manny Mederos, Lynn Moon, Bob Oldenkamp, and Ken Pazdan.

As a result of those discussions, the following proposal is submitted for consideration. This proposal is intended to apply to the 2R11, 1R12 and 2R12 refueling outages at the Diablo Canyon Power Plant.

**I. Intent:**

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

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

6. Company will attempt to schedule as many employees who volunteer to work a 6-12 shift as practical as covered by this agreement.

## II. Definitions:

1. **Start of the outage** is the opening of the breaker.
2. **Conclusion of the outage** is the completion of power ascension.
3. **Departments are:** Clerical, Technical Maintenance, Mechanical Maintenance, Telecommunications, Materials, General Services, Firefighting, Paint, and Fleet.
4. **Primary outage support** is Maintenance and Operation Services.
5. **Temporary additional employee** is any employee, hired under the provisions of Section 106.12, assigned to perform bargaining unit work.
6. **Comparable classifications** are defined in the Section VIII herein.
7. **Bargaining unit work** is defined as any work that is covered by the certification of the basic agreement.
8. **Extended scheduled work hours** is a minimum of 60 hours per week.

## III. Temporary Assignments:

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

1. During the outage period, regular employees shall be provided the opportunity to work a minimum of 60 hours per week whenever temporary additional or agency employees are used in a comparable classification. Temporary additional or agency employees shall not be scheduled to work overtime prior to the weekend preceding the start of the outage, with the exception of overtime necessary to complete training or qualifications.
2. Regular, entry-level bargaining unit employees not assigned to primary outage support may volunteer and not less than 40 of the volunteers shall be transferred to appropriate positions, in lieu of workers hired under the provisions of Section III.6.a, b, and c of this letter agreement, and used for primary outage support. Placement opportunities will be offered in the following classifications by seniority and preference: 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. Employees will be notified of this opportunity no less than 3 months prior to the start of the outage and will be given a one-week period to submit their interest in writing to the Company.

While an employee 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. Above entry-level employees in non-outage positions shall be assigned on a voluntary basis to primary outage support classifications provided that the work within their base department can still be accomplished by assigning the remaining employees to an extended work schedule.
4. At Company's discretion, bargaining unit employees from outside Diablo Canyon may be utilized.
5. An employee with rehire rights pursuant to Sections 206.13 and 306.14 who is hired will be laid off at the conclusion of his or her outage work assignment without reference to Title 206.
6. Use of temporary and/or agency employees hired in any combination or sequence:
  - a) Temporary employees hired pursuant to Section 106.12 of the agreement; however, the Union security provisions of Letter Agreement 95-145 shall apply.
  - b) 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.
  - c) Individual experienced journeymen hired through a contract employer to work directly for a PG&E Supervisor (hereafter referred to as agency employees), are limited to Pipefitters, Millwrights, Carpenters, Boilermakers, Electricians, Ironworkers, Sheetmetal Workers, Cement Masons, Sprinkler Workers, Painters and Asbestos Workers.
7. Work schedules and assignments:
  - a) 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.
  - b) Regular employees (on a 202.17 schedule) and temporary and agency employees may be assigned to work on either Unit provided that all regular employees in the Utility Worker classification in the department are upgraded to journeyman.
  - c) Prior to the start of the outage, agency 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.
  - d) Prior to the start of the outage, temporary additional employees may perform outage related work only and be limited to begin work no more than 10 calendar days prior to such start.
  - e) 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.

**IV. Overtime:**

1. A regular employee will be provided the opportunity to work at least as much overtime as a temporary additional or agency employee in a comparable classification over the period beginning at the start of the outage to 30 days following the conclusion of the outage. Should this not occur, the Company shall provide an employee with the opportunity to work the hours missed and such assignments will not impact the overtime opportunities for other employees on the PAOT list.
2. Overtime will be distributed with preference given to regular employees on a specific crew before it is offered to temporary additional and agency employees on that crew.
3. Outage overtime will be distributed as equally as practical within a job classification and department during an outage. In the maintenance services department, the "Maintenance Services Prearranged Overtime Administrative Policy" will be suspended during the period described in Section IV.1. In its place, maintenance employees shall indicate their desire to be considered for outage overtime opportunities on other crews (equal distribution) in writing prior to the start of the outage. An employee who indicates such a desire, but during the outage refuses an overtime opportunity available on the day following notification, will forfeit any consideration under paragraphs 1 and 4 of this section.

For departments other than maintenance services, the regular PAOT procedure shall apply.

4. If an imbalance in outage overtime exists in maintenance services (defined as greater than 10%) after 30 days following the conclusion of the outage, the Company shall provide an employee with the opportunity to work the hours missed and such assignments will not impact the overtime opportunities for other employees on the PAOT list.

**V. Temporary Classifications, Wage Rates and Expenses:**

1. Temporary employees may be paid at an experienced wage rate at Company discretion.
2. Company may provide a pre-hire bonus to certain classifications to attract qualified workers and such amount shall not be subject to collective bargaining.
3. 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:

Distance Traveled to DCPP	Reimbursement
< 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

**VI. Maintenance Services:**

The following schedule will apply to regular day employees in the Maintenance Services Department as well as Shift Control Technicians and Apprentice Shift Control Technicians on a voluntary basis:

1. First Shift: 0630 to 1700 (shift employees end at 16:30)
2. Second Shift: 1830 to 0430.
3. Shift Control Technicians on shift will be assigned their normal shift core hours i.e. days, swings, mids.

**VII. Premiums:**

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

**VIII. Comparable Classifications:**

Regular Classifications	Comparable Classifications
Machinist and Mechanic Rigger	Millwright, Pipefitter, Carpenter, Boilermaker, Sheet Metal and Sprinkler Worker
Electrician, ECT, SCT, and CT	Electrician
Painter	Painter, Carpenter, and Asbestos Worker
Welder	Pipefitter-Welder, Boilermaker and Ironworker when assigned welding activities

**IX. 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. 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.


**X. Outage Review Committee:**

- 1. The IBEW Local 1245 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. The Company shall provide the following outage information to the Union: Average and individual employee overtime worked by temporary additional employees, agency employees and regular employees
- 3. 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 a 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:   
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 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

 \_\_\_\_\_, 2002

By:   
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 Perry Zimmerman  
 Business Manager