



**Pacific Gas and Electric Company**

# LETTER AGREEMENT NO. 09-21-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
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STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

TOM DALZELL,  
BUSINESS MANAGER

May 13, 2009

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Independent Spent Fuel Storage Installation (ISFSI) process at the Diablo Canyon Power Plant will require temporary additional Radiation Protection manpower that may be unavailable through the regular Hiring Hall.

Therefore, the Company proposes the following agreement to address the temporary staffing need and work schedule for consideration. This proposal shall apply to all ISFSI campaigns at Diablo Canyon Power Plant.

This agreement is intended to be ongoing, however, either party may cancel this agreement by providing the other party with no less than 12 months written notification.

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

May 22, 2009

By:   
Tom Dalzell  
Business Manager

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## 1. SCOPE:

This agreement applies to the following Sections:

- Chemistry and Environmental Operations
- Radiation Protection

Included are all Technicians, Decontamination Specialists, and Utility Workers.

## 2. DEFINITIONS:

- **Start of the Campaign** is the commencement of dry runs or two weeks prior to the commencement of the Campaign which ever is earlier.
- **Conclusion of the Campaign** is 10 days after the last Hi-storm of the Campaign is secured to the pad.
- **Regular employee** is any regular or probationary PG&E employee hired pursuant to Section 106.5 of the Physical Agreement.
- **Temporary employee** is any Temporary Additional as defined in Section 106.12 of the Agreement.

### 3. TEMPORARY EMPLOYEES

#### 1) Special Conditions

- a) A temporary employee is hired under the provisions of Section 106.12 except that such employee will not accrue service or gain regular status while working on the ISFSI Campaign.

#### 2) Wage Rates

- a) Temporary employees may be paid at an experienced wage rate (Exhibit X) in their classification at Company discretion.

#### 3) Expenses

- a) Per Diem: Temporary Additional employees hired as a Decontamination Specialist or in a journeyman classification who meet the IRS per diem eligibility requirement shall be paid per diem in accordance with the IRS per diem rates for San Luis Obispo.
- b) Travel expenses: Temporary Additional employees hired as a Decontamination Specialist or in a journeyman classification, and who qualify for per diem shall be paid each way from the employee's point of origin as follows:
  - The IRS standard mileage rate for the distance from the employees' home address on record to San Luis Obispo or from their previous worksite should they be traveling from another place of employment. The distance will be determined by using Map Quest or an equivalent program if Map Quest becomes no longer available.
  - Employees are eligible for travel expenses at the end of their assignment if the employee leaves their assignment early upon mutual consent.
  - Employees are not eligible for the travel expenses at the end of their assignment if they 1) fail to meet the conditions of their job offer, 2) leave prior to the end of their assignment, 3) are discharged.

#### 4) Filling Shift Vacancies

- a) Temporary employees may backfill for regular employees assigned to the ISFSI Project. These temporary employees will assume the regular employees' shift/workweek.
- b) If employees in lower classifications are upgraded to the next higher classification in their line of progression, all current employees in that higher classification will be paid wages at top step for their classification.

#### **4. OVERTIME**

- 1) From the start of the Campaign to end of the Campaign, regular employees shall be provided the opportunity to work a minimum of 10 hours of PAOT per week whenever temporary employees are used in the same classification.
- 2) Regular employees shall be provided the first opportunity to work overtime prior to offering overtime to any temporary employees.
- 3) 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. If the employee does not work an overtime day, it will be recorded as turndown time. Regular employees on the approved Annual Vacation Sign-up shall not be assessed turndown for the duration of their approved vacation.
- 4) Regular employees will be offered the opportunity to participate in the ISFSI project. If sufficient regular employees have not volunteered or are not available, Temporary Additional employees will be offered the opportunity to participate in the project. If insufficient Temporary Additional employees volunteer, Temporary Additionals will be forced. At no time will regular employees be forced to participate in the ISFSI project.
- 5) A list of volunteers (Nights/Days) shall be provided to the Shop Stewards prior to the commencement of the Campaign. Management and Shop Stewards will facilitate a scheduled rotation of employees to ensure equal opportunity is provided to all volunteers to participate in the Campaign.

#### **5. WORK SCHEDULE**

- 1) The following schedule shall apply to all employees involved in the Campaign:
  - a) Day shift core hours will be either 0630-1630/1700 or 0730-1730/1800
  - b) Night shift core hours will be either 1830-0430 or 1930-0530
- 2) Core Hour Change
  - a) Employees may be placed on the above work hours up to seven days prior to the start of the Campaign, unless agreed to otherwise by local Company and Union representatives. The Company will make a reasonable attempt to do the work hour shift in conjunction with an employee's day or days off.
  - b) Employees may stay on the above work hours up to seven days after the last Hi-Storm of the Campaign is secured to the pad, unless agreed to otherwise by local Company and Union representatives. The Company will make a reasonable attempt to do the work hour shift in conjunction with an employee's day or days off.
  - c) All of the other requirements of Section 202.17 shall be followed.

#### **7. PREMIUMS**

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