



# LETTER AGREEMENT NO. 99-01-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
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(510) 974-4282

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060

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MEL BRADLEY, MANAGER OR  
DAVID J. BERGMAN, CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

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January 5, 1999

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:

The following proposal was developed by a joint subcommittee of the NPG 94-53 Committee. It addresses the work schedule of the Operations Department for the 1R9 refueling outage at the Diablo Canyon Power Plant scheduled to begin in February 1999.

The proposal is as follows:

This agreement will be effective only for the 1R9 refueling outage for Operation Department employees at Diablo Canyon Power Plant. It applies to all 12-hour shift employees including the Control Room Assistants, with the exception of those on Special Projects who are assigned to Asset Teams.

The schedule shown will be implemented the Monday prior to the start of the 1R9 outage and will continue until the Sunday night following the day in which Unit 1 attains Mode 4, unless an alternative date is agreed upon by local Company and Union Representatives. Employees will return to their original crews unless agreed upon by both Company and the employee.

## WORK SCHEDULE

The Outage workweek will consist of 4 consecutive regularly scheduled shifts, one mandatory overtime shift (5<sup>th</sup> day), and 2 consecutive days off (6<sup>th</sup> and 7<sup>th</sup> days).

Approximately ½ of the Operators in each classification will be on day-shift and ½ on night-shift.

Work days / days off will be staggered, with approximately 1/7 of the day-shift and 1/7 of 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 (5<sup>th</sup> day), "O" represents the first shift off (6<sup>th</sup> day), and "X" represents the second shift off (7<sup>th</sup> day).

CREW	<u>Day</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

Assignment of personnel to this schedule will be by seniority in a classification, except that Company reserves the right to balance crew experience if necessary, in consultation with Operations Department Shop Stewards. Personnel will chose the crew, by shift (Days or Nights) and normal days off desired.

The normal Monday through Sunday work week will be maintained for the duration of this schedule for payroll purposes. An individuals first day of the 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.

### OUTAGE HOURS

The scheduled work hours for a day-shift will be 0700-1900 and for night-shift will be 1900-0700.

### OUTAGE PAY

The weekly wage rate will be in accordance with the 1999 pay rates in Exhibit X of the Company and Union Physical Agreement.

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.

### TURNOVER TIME

All personnel assigned to the outage unit as a watch stander, to the manpower pool, and the Control Room Assistants will come in one hour early (0600/1800 hours) for a shift brief. This will be recorded as turnover time. Personnel assigned to the non-outage unit as watch standers will, at the employees option, also come in early for turnover time.

## **SCHEDULE CHANGE**

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.

## **PREMIUMS**

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 time this agreement is in effect.

Sunday premium will be paid in accordance with Title 110.7 of the Physical Agreement.

## **MEALS**

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 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> working days.

## **OVERTIME**

Overtime assignments on the first day off (6<sup>th</sup> day of the workweek) shall be scheduled at the option of the company in the following order:

1. Voluntary PAOT
2. Voluntary EOT
3. 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 (7<sup>th</sup> 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 (5<sup>th</sup> 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.

Vacation and sick relief will be made by using personnel assigned to the Manpower Pool for the shift affected. Vacation and sick relief for CRA's will be made by use of the support CRA, if available, or by the normal CRA relief.

**Vacation**

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.

**WORKSTATION ASSIGNMENTS**

Each crew shall establish the following required daily positions:

<u>Unit 1</u>	<u>Unit 2</u>	<u>Common</u>
Unit SCO	Unit SCO	Intake NO
Unit CO	Unit CO	CRA (desk)
Unit BOPCO	Unit BOPCO	CRA (CC)
Unit Turbine NO	Unit Turbine NO	
Unit Aux Bldg NO	Unit Aux Bldg NO	
Unit Polisher NO	Unit Polisher NO	
Extra SCO		
Extra BOPCO		

The number of NO's may be reduced or reassigned if watchstations are secured during the outage. A watchstation rotation will be established utilizing the above positions and a Manpower Pool. Where possible, Bargaining Unit personnel will rotate weekly between the outage unit, non-outage unit and Manpower Pool.

All personnel on-shift who are not assigned to a watchstation will be assigned to the Manpower Pool. These personnel will be under the direct supervision of the Work Window Managers or their designees.

**EXCHANGE OF SHIFTS**

At any time during the duration of this agreement two individuals of equal qualification may trade shifts provided:

1. Administrative guidelines for hours for both employees are not exceeded, and
2. The Day Shift Supervisor approves.
3. For voluntary exchanges, there will be no entitlement to schedule change pay for either employee.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By:   
Chief Negotiator

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

4-23, 1999

By:   
Business Manager