



LETTER AGREEMENT NO. R1-03-23-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
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WALNUT CREEK, CALIFORNIA 94598
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,
BUSINESS MANAGER

August 18, 2003

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

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Over several years, the Company and Union have met numerous times to discuss the issue of labor sharing among nuclear power plants as a way to supplement the regular workforce during refueling outages. The benefit to the Company from such an arrangement is that the borrowing plant is able to utilize a more experienced workforce than is available from commercial sources. The benefit to employees is that they have the potential of increasing their yearly income through participation in more outages. In addition, sharing employees creates a situation where employee experience level and job skills are enhanced through exposure to different work environments and procedures.

The Company proposes the following labor sharing agreement currently in place for nuclear power plants affiliated with the Utility Services Alliance (USA). This USA labor sharing agreement has been modified slightly to meet the needs of Diablo Canyon Power Plant.

The current provisions of the collective bargaining agreement between the Company and the Union will be administered while DCPD bargaining unit employees are on temporary assignment working at USA nuclear stations unless superseded by this agreement. While employees are working at USA nuclear stations, they will work under that station's procedures, work practices and safety rules.

A. General Information. The following information will be provided to the local Business Representative prior to soliciting volunteers if DCPD determines it will share employees with another USA partner.

- (1) Anticipated report date, per diem (at time of volunteering to travel to another USA plant), duration and location of assignment, allowable exposure for duration of assignment.
- (2) Brief scope of work to be performed.
- (3) Number of volunteers needed by classification.
- (4) A site contact person to facilitate information exchange.
- (5) Work schedules, including planned overtime and schedule of trips home.

B. Training/Documentation Certificate

- (1) Personnel will be re-certified, as necessary, at DCPD prior to departure to ensure their certification(s) will not lapse when on assignment away from home.
- (2) Personnel should receive site-specific GET training and, if possible, site specific testing for the assigned location before departure.
- (3) Individuals will be instructed prior to departure about administrative issues such as: state tax withholding and reporting, tax issues regarding per diem, time sheet coding and worker's compensation benefits if working in another state.

C. Selection of Employees

- (1) Only employees who volunteer and meet the requirements for the requested task assignments will be considered for the assignment. Journeymen will have priority over employees in apprentice/helper/trainee classifications.
- (2) Selections will be made as follows:
 - a) A sign up list containing the information described in Section A, General Information, above will be posted for each temporary assignment.
 - b) Employees will be given a reasonable period of time to consider the information and may volunteer by signing the list.
 - c) Initial assignments will be on the basis of Company Service. Subsequent assignments will provide first preference to those employees who have not been on a temporary assignment under this agreement.
- (3) The Company retains the right to retain a qualified employee at DCPD who volunteered for a USA assignment and would otherwise have been selected. However, employees who are required by the Company to forego the opportunity to support USA will be placed at the top of the list after 120 days and will not be denied the next opportunity without mutual agreement between Company and Union (unless there is a forced outage at DCPD, in which event the employee shall be at the top of the list for the next selection after said outage).
- (4) Selected volunteers may refuse temporary assignment prior to departure.

D. Equalization of Overtime.

Section 208.16 of the Physical Agreement regarding overtime equalization shall not apply to employees on temporary assignment. Upon the employee's return to DCP, the employee will be credited with the average number of pre-arranged overtime hours accrued in his/her base classification during the period of absence from DCP.

E. Travel Pay and Per Diem

- (1) Travel time and transportation costs will be paid in accordance with the current bargaining agreement. The most efficient and usual mode of transportation shall be used to determine the travel time and costs that will be paid.
- (2) Per Diem for lodging, meals and incidental expenses will be in accordance with the GSA guidelines at the maximum rate for the city nearest to the temporary work location, plus \$3 per day. In lieu of the per diem rate for lodging, an employee may elect to have lodging provided by PG&E. Additionally, since meal reimbursement is covered under the per diem rate, employees who qualify for a meal under the provisions of Title 104 of the Physical Agreement will be eligible only for the time taken to consume a meal (1/2 hour).
- (3) During assignments of less than 28 calendar days, no return home will be paid by DCP. For assignments of 28 calendar days or more, one return home visit can be scheduled with any additional trips being available on approximately an "every three weeks" basis." The travel costs will be paid by DCP. Schedule of trips home will be by mutual agreement. An employee who qualified for a return home trip will be allowed, at his or her option, to take two calendar days off, without pay, in addition to the time spent traveling. Travel time will be paid in accordance with the agreement.
- (4) By mutual agreement and in lieu of the employee's home visit(s), the employee will be reimbursed for reasonable travel costs (airline/mileage) for his spouse or significant other to and from the USA nuclear station.
- (5) Mileage (maximum IRS rate) will be paid when traveling between the new temporary work site and the hotel, or other living accommodation, when employees provide their own transportation. Use of personal vehicles will be by mutual agreement.
- (6) A compact/mid-size rental car (will attempt to utilize American made) will be provided to employees on temporary assignment if air transportation is utilized. Employees will be encouraged to share rental cars when possible. Employees will be reimbursed for the cost of gasoline for rental cars upon submitting documentation.
- (7) Travel to the USA assignment may include an "adjustment day" with applicable per diem to allow the employee to make necessary living arrangements and become acclimated before start of work. The employee is off duty and not compensated for this day.

Example:

For those loaned employees reporting to work on Monday and using the additional "adjustment day", Saturday would be considered the travel day (travel time, airfare/mileage, and per diem will be paid), Sunday would be considered the "adjustment day" (only the per diem will be paid). If a loaned employee is required to report to work during the week, the additional day of wages will also be paid. For example, for those loaned employees reporting to work on Wednesday and using the additional travel day, Monday would be considered the travel day (wages, airfare/mileage, and per diem will be paid), Tuesday would be considered the "adjustment day" (wages and per diem will be paid).

F. Return Home Criteria

- (1) Employees on temporary assignment may elect to return to their home facility at any time, for any or no reason.
- (2) USA partner facilities have committed to retaining the services of traveling employees for the number of days specified in the request for volunteers. An employee shall not be sent back to DCPD before the specified end of the assignment without just cause relating to the acts or omissions of the employee.
- (3) Employees may be used beyond the planned end of the assignment with mutual consent of the employee and PG&E.

G. Grievances and Disciplinary Matters

- (1) In the event of a grievance, the Union will not be required to travel to USA partner nuclear stations. If the grievance cannot be postponed until the completion of the temporary assignment, the grievance hearing will be conducted via teleconference. The cost of such teleconference will be paid by DCPD.
- (2) In the event that disciplinary action is required, DCPD management will administer this action in accordance with DCPD policy.

H. Medical and Dental Benefits

DCPD will ensure each bargaining unit employee of DCPD temporarily assigned to a USA partner nuclear station will incur no greater Medical and Dental expenses than they would while working at their home facility.

I. Job Openings

Employees will not be bypassed for job awards because of temporary job assignments.

J. Post Utilization Critique

The Post Utilization Critique reports as described in USA's General Cooperation Guidelines for Personnel Sharing Between Alliance Members will be sent to the Union no later than two weeks after its completion.

K. Strikes and Lockouts

USA partner employers will not share/assign employees to facilities with strikes or lockouts in progress or scheduled, or with significant labor disputes, without prior discussion with the Union. USA partner employers will not require workers to cross lawful picket lines established by hosting utility's union.

L. Amendment/Cancellation

The Company or Union may cancel this Agreement by providing 30 days written notice. Changes or necessary clarifications will be handled by mutual agreement.

M. Plant Access Information

Nothing in this agreement shall change the plant access information practices presently in place between DCPD and the Union.

N. Work Schedule

Employees will be assigned to the schedule of hours, work days and non-work days in progress at the nuclear station to which they are assigned.


O. Employees on loan to DCPD

Company may utilize union-represented employees from other USA plants to perform IBEW, Local 1245 represented work at DCPD during outages. Such employees will be compensated for such work in accordance with their current labor agreement and shall not be liable for dues or agency fees to IBEW, Local 1245. Use of employees from non union-represented work groups to perform IBEW, Local 1245 represented work will not be permitted under this Letter Agreement.

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

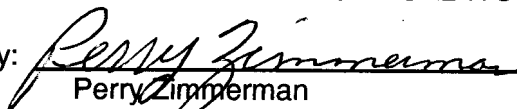
By: 

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

Aug 25, _____, 2003

By: 

Perry Zimmerman
Business Manager