



**Pacific Gas and Electric Company.**

# LETTER AGREEMENT NO. R1-07-54-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS 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  
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TOM DALZELL,  
BUSINESS MANAGER

December 4, 2007

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:

Following the last refueling outage at the Diablo Canyon Power Plant, the Outage Review Committee met and proposed revisions to Letter Agreement 06-56. These revisions have been reviewed by the local Business Representative.

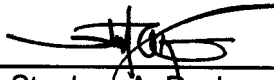
This proposal will cancel and supersede Letter Agreement 06-56.

This proposal shall apply to refueling outages at Diablo Canyon Power Plant. This agreement is intended to be permanent; however, either party may cancel this agreement by providing the other party written notification no less than 12 months prior to the start of the next refueling outage.

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

December 7, 2007

By:   
\_\_\_\_\_  
Tom Dalzell  
Business Manager

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1. **SCOPE:**

This agreement pertains to the outage period.

This agreement applies to the following departments:

- Clerical
- Firefighting
- Fleet
- Paint
- General Services
- Materials
- Telecommunications
- Instrument and Controls
- Mechanical Maintenance
- Electrical Maintenance

2. **DEFINITIONS:**

- **Bargaining unit work** is any work covered by the certification of the basic agreement.
- **Start of the outage** is the opening of the breaker.
- **Conclusion of the outage** when the refueled unit reaches 50% power.
- **Outage Period** is 28 days prior to the start of the outage through 30 days following the conclusion of the outage.
- **Extended work schedule** is a minimum of 60 hours per week.
- **Primary outage support** is Title 200 and 300 Maintenance and Operation Services.
- **Regular employee** is any regular or probationary PG&E employee hired pursuant to Section 106.5 and 106.7 of the Physical Agreement.
- **Temporary employee** is any Outage Temporary Additional, Casual, Part-time, or intermittent employee, as defined in Section 106 of the Agreement. Bargaining unit personnel and non-bargaining unit personnel brought in for primary outage support roles will also be referred to as temporary employees for the purposes of this agreement.
- **Agency employee** is an experienced journeyman hired through a contract employer to work directly for a PG&E Supervisor.
- **Contract personnel** are employees of another company who is performing work for PG&E.
- **Crew** is a group of employees (Regular, Temporary, and Agency) that work under a PG&E supervisor (i.e. Containment crew, Intake crew, any I&C or electrical crew, etc.).

**3. FILLING AND VACATING TEMPORARY POSITIONS**

- 1) The following sequence shall apply when additional employees are needed to perform bargaining unit work in a department and classification:
  - a) Use Regular employees in other classifications headquartered at DCPD who are not normally assigned to primary outage support in accordance with Section 4.
  - b) The Company shall ask for volunteers of the Title 300 employees who have resident headquarters in the San Luis Obispo and Santa Barbara Counties areas. The Company shall consider filling temporary positions with these volunteers.
  - c) Consider other Title 200 and 300 employees.
  - d) Use Agency or Outage Temporary employees.
- 2) The provisions of Section 4.1 of the Physical Agreement shall become applicable 8 days after the scheduled union outage signup. The Company will supply a query of employees that have not signed up within 3 days of the outage signup. Upon written request from the Union, the company shall, within 5 calendar days, terminate the employment of any such employee who does not meet the provisions of Section 4.1 of the Physical Agreement as amended by this agreement.
- 3) Employees hired under the sequence specified in paragraph 1 of this section shall be released from their outage position in reverse order of the sequence. Deviation from this order is allowable with Union concurrence. Volunteers to leave early may be released in any order.
- 4) When Temporary or Agency employees are performing IBEW 1245 work, all Regular journeymen employees within a comparable classification shall be upgraded to top step wage for their classification per Exhibit X of the Contract.

#### 4. **REGULAR EMPLOYEE ASSIGNMENTS**

- 1) Regular entry-level bargaining unit employees not assigned to primary outage support may volunteer for an outage assignment.
  - a) Employees shall be notified of this opportunity no less than 3 months prior to the start of the outage and shall be given a two-week period to submit their interest in writing to the Company.
  - b) Placement opportunities shall 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.
  - c) Not less than 40 of the volunteers shall be transferred to appropriate positions, in lieu of workers hired under the provisions of Section 5 and 6 of this letter agreement, and used for primary outage support.
  - d) While an employee must possess the necessary skill and ability for the assignment, the Company shall 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.
- 2) Above entry-level Regular 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. If a clerical employee is not released, the employee shall be provided the opportunity to work a minimum of 60 hours per week.
- 3) Regular clerical employees who volunteer for, and are assigned to, extended schedules, may work additional overtime hours at their regular desk job.
- 4) PG&E bargaining unit employees from outside Diablo Canyon may be utilized.
- 5) Whenever there is a need to change employee crew assignments, Regular employees shall be asked to volunteer first. In the event there are no volunteers, all Temporary and Agency employees shall be forced to change crew before any Regular employee is forced.

**5. AGENCY EMPLOYEES**

- 1) Agency employees are limited to Pipefitters, Millwrights, Carpenters, Boilermakers, Electricians, MOV Technicians, Relay Technicians, Instrument and Controls Valve Technicians, Ironworkers, Sheetmetal Workers, Cement Masons, Sprinkler Workers, Painters and Asbestos Workers.
  - a) Agency employees may be brought in for training prior to the outage. Except as provided in Section, 9.7, 9.8 and 9.9, they shall begin work no sooner than 28 days prior to the start of the outage and shall be limited to outage related work. A list of all agency employees, their classifications, and work start dates will be supplied to the Union.
  - b) Agency employees shall not be scheduled to work overtime prior to the weekend before the start of the outage except to complete training.
  - c) During the outage period, agency employees shall not be assigned to work on the non-refueling unit.
  - d) Anytime the classifications listed in section 5.1 of this agreement perform work normally performed by a Regular Classification, such classification shall be considered comparable to the Regular Classification that performs that work. For example, if a Cement Mason does ECT work, the regular ECT Classification will be considered comparable to Cement Mason.
  - e) Examples of comparable classifications include but are not limited to:

Regular Classifications	Comparable Classifications
Machinist and Mechanic Rigger	Millwright, Pipefitter, Carpenter, Boilermaker, Sheet Metal and Sprinkler Worker
Electrician, ECT,	Electrician, MOV Technicians, Relay Technicians
SCT, CT, and IR	Instrument & Controls Valve Technicians,
Painter	Painter, Carpenter, and Asbestos Worker
Welder	Pipefitter-Welder, Boilermaker and Ironworker when assigned welding activities
Utility Worker	Laborer

## 6. OUTAGE TEMPORARY EMPLOYEES

### 1) Special Conditions

- a) An Outage temporary employee is hired under the provisions of 106.12 except that such employee will not accrue service or gain regular status unless their employment continues uninterrupted for more than 30 days following the conclusion of the outage. In such case, the time spent working during the outage shall accrue.
- b) An employee with rehire rights pursuant to Sections 206.13 and 306.14 who is hired shall be laid off at the conclusion of his or her outage work assignment without reference to Title 206 or 306.

### 2) Wage Rates

- a) Outage Temporary employees may be paid at an experienced wage rate (Exhibit X) in their classification at Company discretion.
- b) Company may provide a bonus to certain classifications to attract qualified employees. Eligibility for the bonus is contingent on the employee successfully completing his/her outage assignment. In the event the company's needs change and the assignment is shortened, said assignment shall be considered successfully completed. In the event an employee upon mutual consent leaves their assignment early, said assignment shall be considered successfully completed.

### 3) Expenses

- a) Per Diem: Outage Temporary Additional employees hired 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: Outage Temporary Additional employees hired in a journeyman classification, and who qualify for per diem will shall be paid each way from the employee's point of origin as follows:
  - Within the continental U.S. including Alaska:
    - 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.
  - Outside of the continental U.S.:
    - Reimbursement of coach airfare from the employee's home address on record to San Luis Obispo or from their previous worksite should they be traveling from another place of employment not to exceed \$1,500.
  - 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) Assignments

- a) Outage Temporary Additional employees may be brought in for training prior to the outage. Except as provided in Section, 9.7, 9.8, and 9.9 they shall begin work no sooner than 10 days prior to the start of the outage and shall be limited to outage related work during this period.
- b) Retired PG&E employees shall begin work no sooner than 45 days prior to the start of the outage and shall be limited to outage related work during this period.
- c) Outage Temporary Additional employees shall not be scheduled to work any overtime prior to the weekend before the start of the outage, except to complete training.
- d) Notwithstanding the above, the Company may utilize temporary additional employees during the outage period in non-outage classifications pursuant to 106.5 and 106.12 for badge and access purposes.
- e) During the outage period, temporary employees shall not be assigned to work on the non-refueling unit.

**7. NON-BARGAINING UNIT EMPLOYEES**

- 1) Non-unit employees may be assigned to perform bargaining work.
- 2) Such employees will continue to receive medical, dental, and vision under their regular base position
- 3) The Union security provisions of Paragraph 3.2 shall apply.
- 4) Employees so placed may also continue to perform non-bargaining unit work on a part time basis. The provisions of Paragraph 8 shall apply.
- 5) Non-bargaining unit employees may not be assigned to work any EOT assignment. If any such assignment is worked then all regular employees in the comparable classification who signed the EOT list for that period shall be compensated at the double time rate for all hours worked.



## 8. OVERTIME

- 1) During the outage period, regular employees shall be provided the opportunity to work a minimum of 60 hours per week whenever temporary or agency employees are used in a comparable classification. For overtime during the 28 days prior to the outage, see Sections 9.7, 9.8, and 9.9.
- 2) Overtime shall be distributed to Regular employees on a specific crew before it is offered to Temporary or Agency employees on said crew.
- 3) Regular employees shall be provided the opportunity to work at least as much overtime as the Temporary employee in the same classification with the most overtime or Agency employee in a comparable classification with the most overtime, whichever is greater.
- 4) The "Maintenance Services Prearranged Overtime Administrative Policy" shall be suspended from the start of the outage until 30 days following the conclusion of the outage.
  - a) Maintenance employees shall indicate their desire to be considered for outage overtime opportunities of greater than 60 hours, by signing up on a list posted at least 30 days prior to the start of the outage.
  - b) Employees who indicate the desire to be considered for outage overtime assignments and refuse an outage overtime assignment on any day following the day of notification, or is sick, or on vacation, shall accrue refuse time for hours worked on the assignment by the employee who worked the most hours on the refused assignment.
  - c) An employee cannot be notified of a pre-arranged overtime assignment while off work outside of normal working hours.
  - d) Refused time shall be added to overtime hours worked for the purpose of equalization of overtime at the end of the outage period.
  - e) Overtime for employees who work in a job different from their regular classification within the bargaining unit will be counted towards their regular classification.
- 5) At the conclusion of the outage period, equalization of overtime hours shall be addressed in the following manner:
  - a) During the period the "Maintenance Services Prearranged Overtime Administrative Policy" is suspended, employees who indicate the desire to be considered for overtime assignments shall be awarded equalization hours. The amount of this award shall be the greater of:
    - i. At least as much overtime as the Temporary employee with the most overtime in the same classification

- ii. At least as much overtime as the Agency employee with the most overtime in a comparable classification
  - iii. 90% of the of the overtime hours of the regular employee in the same classification with the most overtime hours.
- b) The Company shall provide employees with the opportunity to work equalization hours. These opportunities cannot conflict with vacation time, scheduled work, or regular PAOT assignments. Such opportunities shall not impact the overtime opportunities for employees on the regular PAOT list.
  - c) Employees shall have until the end of the calendar year in which the equalization hours were awarded to work them off.
  - d) If the Company does not provide the employee with the opportunity to work the equalized hours, the employee shall be compensated at the overtime rate of pay for their classification for equalization hours not worked by December 31<sup>st</sup>.
  - e) In the event an outage period extends beyond the end of the calendar year, equalization hours accrued prior to December 31<sup>st</sup> shall be compensated at the overtime rate.

NOTE: For other departments, the regular PAOT procedure shall apply.

- 6) 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.
- 7) To aid supervisors in managing this process, a bargaining unit employee, designated by the Union, shall be provided a reasonable period of time each day to maintain and distribute a weekly overtime record. This employee will be given a list of all regular, agency, and temporary employees to track during the outage. This employee will be assisted by clerical and payroll to distribute and compile the following information:
  - a) Classification and work team of each regular, temporary and agency employee assigned to the maintenance department.
  - b) Scheduled work hours of each regular, temporary and agency employee assigned to the maintenance department,
  - c) Accumulated outage overtime hours of each regular, temporary and agency employee assigned to the maintenance department.

**9. MAINTENANCE SERVICES WORK SCHEDULE**

- 1) The following schedule shall apply to day Regular employees (working 4-10's) in the Maintenance Services Department. Shift Control Technicians (on day pool working 4-10's) and Apprentices may volunteer for the schedule.
  - Day Shift: 0630 to 1700 (shift employees end at 16:30).
  - Night Shift: 1830 to 0430.
  - Pursuant to Section 202.18, if the conclusion of the outage happens on days (0630-1830) then the night shift will work that night and then rotate back to days following a rest period. If the conclusion of the outage occurs on nights (1830-0630) then the night shift will complete the shift, and then rotate back to days following a rest period.
  - Shift Control Technicians on shift shall be assigned their normal shift core hours and be scheduled to work prearranged overtime 1 ½ hours before and ½ hour after their normal core hours.
  - Any Shift Control Technicians or Apprentice who volunteer for the schedule shall be subject to all Section 202.17 considerations in this agreement and in the Physical Agreement.
- 2) Unless agreed to otherwise, core hour change for Regular employees shall occur at least one week preceding the start of the outage.
- 3) Regular Employees on a 202.17 schedule who work on the non-refueling unit shall be compensated in accordance with Section 202.17 of the Physical Agreement.
- 4) Instead of using the Emergency Overtime Callout list for manway removal and installation the following process shall be used:
  - a) One month prior to the beginning of the outage, the Company shall request Mechanical Maintenance employees for this assignment.
  - b) Employees shall be selected by seniority.
  - c) If there are an insufficient number of volunteers, the Company shall assign employees.
  - d) If a more senior employee who volunteered is not selected, they are entitled to bypass pay for hours worked outside their normal shift at the appropriate rate of pay.
  - e) Employees requested to be on call during their scheduled 60 hour week shall be paid at the rate of pay due them if they were at work. If on call during straight time they're paid straight time, if on call during a normal overtime day they're paid at the 1 and ½ time rate of pay. If assigned work outside of the 60 hour workweek all work would be considered EOT paid at the double-time rate.
- 5) The initial established workweek of any Temporary employee may begin or end on any day of the week and shall remain in effect for the entire outage period.
- 6) Temporary employees assigned to the Foreign Materials Exclusion (FME) crew may be assigned to start at any time of the day. The initial days off and starting stopping times will remain unchanged for the duration of the outage.

- 7) During the 28 days prior to the outage when agency or contract personnel are being used to erect scaffolds for Maintenance Services, all journeymen Mechanical Maintenance personnel and painters shall be provided an opportunity to work a minimum of 60 hours per week on a voluntary basis. Additionally, when this is occurring, Mechanical Maintenance temporary and agency employees and may also be utilized to walk down jobs and perform outage preparation work.
- 8) During the 28 days prior to the outage when agency or contract personnel are being used to support Temporary Power activities for Maintenance Services, all journeymen Electrical Maintenance personnel shall be provided an opportunity to work a minimum of 60 hours per week on a voluntary basis. Additionally, when this is occurring, Electrical Maintenance temporary and agency employees and may also be utilized to walk down jobs and perform outage preparation work.
- 9) During the 28 days prior to the outage when agency or temporary additional employees are being utilized to walk down jobs and perform outage preparation work in the Instrument and Controls Section, regular employees in comparable classifications shall be provided an opportunity to work a minimum of 60 hours per week on a voluntary basis.

#### **10. PREMIUMS**

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

#### **11. 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 Regular, Temporary, and Agency employees and a copy of the original overtime equalization volunteer list.
- 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 shall be forwarded to the Fact Finding Committee under the provisions and manner described in Title 102.

## **12. SPECIAL CONDITIONS APPLICABLE TO THE TWO STEAM GENERATOR REPLACEMENT OUTAGES, 2R14 and 1R15.**

During each Steam Generator Replacement outage, there will be an interval of time between the completions of normal refueling activities and start up of the unit, during which it may be necessary to retain temporary additional and agency employees.

During this interval the following will apply in Maintenance Services:

- 1) Regular employees shall be provided the opportunity to work a minimum of 60 hours per week whenever temporary or agency employees are used in a comparable classification. A sign-up list for the time period will be posted at least a week ahead of time.
- 2) Temporary Additional, Agency, and regular employees may work on either Unit.
- 3) Employees will have the option to rotate to day shift for the remainder of the outage. In such cases, the employee should notify their supervisor approximately 3 weeks into the outage of their interest in rotating to days. Note: If employees rotate back to day shift for the remainder of the outage other employees may be rotated to night shift per 202.17.
- 4) Employees have the option to stay on their outage shift or return to day shift for the interval. Employees who elect to return to day shift will not be eligible for the first four days of overtime when they return to their outage shift.
- 5) Maintenance employees who wish to take vacation during this interval may submit a request through their supervision.