



Pacific Gas and Electric Company

LETTER AGREEMENT NO. R1-09-23-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT
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STEPHEN 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 21, 2009

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95687

Dear Mr. Dalzell:

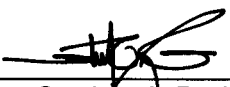
This proposal cancels and supersedes Letter Agreement 07-08 on the same subject, refueling outage staffing and scheduling issues for the Chemical and Radiation Protection Department at the Diablo Canyon Power Plant.

This agreement is intended to be ongoing; 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

_____, May 29, 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 outage** is the opening of the breaker.
- **Conclusion of the outage** when the refueled unit reaches 50% power.
- **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 of the Physical Agreement.
- **Temporary employee** is any Outage Temporary Additional as defined in Section 106 of the Agreement. Bargaining unit personnel and non-bargaining unit personnel brought in to support the outage will also be referred to as temporary employees for the purposes of this agreement.

3. FILLING AND VACATING TEMPORARY POSITIONS:

1. The following sequence shall apply when additional employees are needed to perform bargaining unit work in Chemistry and Environmental Operations or Radiation Protection Sections:
 - a) Use Regular employees in other classifications headquartered at DCPD who are not normally assigned to primary outage support.
 - b) Consider other Title 200 and 300 employees
 - c) Use 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.

4. OUTAGE TEMPORARY EMPLOYEES:

1) Special Conditions

- a) An Outage temporary employee is hired under the provisions of Section 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 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: Outage 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) Assignments

- a) Outage Temporary Additional employees may be brought in prior to the outage for training or to replace a regular employee who is attending or conducting training.

- b) Outage Temporary Additional employees shall not be scheduled to work any overtime prior to the start of the outage except to complete outage related training.
- c) Outage Temporary Additionals may work on either Unit.

5. 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.

6. OVERTIME:

- 1) From the start of the outage to when the output breaker is closed regular employees shall be provided the opportunity to work a minimum of 132 hours per pay period whenever temporary employees are used in the same classification.
- 2) Regular employees will be provided the first opportunity to work overtime that occurs on their seventh day.
- 3) Except in situations described in Paragraph 4.4.a, if Temporary employees perform work in the plant prior to the start of the outage, the Company will provide regular employees with the opportunity to work a minimum of 54 hours per week.
- 4) 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.
- 5) The Company will fill mandatory PAOT assignments in accordance with the Agreement and all its clarifications. The Company will make a good faith effort to accommodate the needs of employees who request to be scheduled fewer hours than the work schedules contained in this Agreement. Preference will be given to those employees who make such a request at least 75 days prior to the start of the outage.

7. WORK SCHEDULE:

- 1) The following schedule shall apply to all Regular day and shift employees off shift:
 - a) Regular day employees and shift employees in the day shift pool who have a basic workday of 10 hours may be scheduled to a Section 202.17 work schedule as follows:
 - Day shift core hours will be either 0630-1630 or 1700 or 0730-1730 or 1800.
 - Night shift core hours will either 1830-0430 or 1930-0530 with a basic workday of 10 hours.

- b) Regular day employees and day shift pool employees may volunteer to work another workweek. This workweek may begin or end on any day of the week and will remain in effect for the entire outage.
- 2) The following shall apply to all Temporary employees:
 - a) Temporary employees will have a basic workday of 10 hours and may be scheduled to a Section 202.17 work schedule as follows:
 - Day shift core hours will either be 0630-1630 or 0730-1730.
 - Night shift core hours will either be 1830-0430 or 1930-0530.
 - b) Temporary employees may be scheduled to work any workweek of four consecutive days on and three days off. The workweek may begin or end on any day of the week and will remain in effect for the entire outage.
- 3) The following shall apply to shift employees on shift.
 - a) The Company may require four employees on swing shift and three employees on mid shift, to shift workweeks and hours per Section 202.17.
 - b) The selection will be by inverse seniority.
 - c) Shift employees assigned to shift may volunteer to work the following Section 202.17 work schedule.
 - Day shift core hours will begin either at 0630-1630 or 0730-1730 with a basic workday of 10 hours.
 - Night shift core hours 2000-0400 with a basic workday of 8 hours.
- 4) Workweek change.
 - a) Employees on shift who volunteer or are required to change workweeks will do so at the start of the pay period at least one but no more than three weeks before the start of the outage, unless agreed to otherwise by local Company and Union representatives.
 - b) Employees on shift who must change back to their base workweeks will do so at the pay period up to three weeks after the end of the outage, unless agreed to otherwise by local Company and Union representatives.
- 5) Core hour change.
 - a) Employees may be placed on Section 202.17 work hours up to fourteen days prior to the start of the outage, 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 Section 202.17 work hours up to fourteen days after the end of the outage, 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.

6) All of the other requirements of Section 202.17 shall be followed.

7) The Company will make all reasonable attempts to maintain a consistent ratio of regular employees to temporary additional employees on the day shift and night shift crews where specific DCPD knowledge is not required.

8) All employees assigned to the Section 202.17 work schedule may perform routine work in either Unit.

8. PREMIUMS:

1) All employees whose core work hours to begin at 12:00 p.m. or later shall be paid the 3rd shift premium during the outage period.

2) All employees who perform work on a Sunday shall receive the Sunday premium during the outage period.