



**Pacific Gas and  
Electric Company.**

# LETTER AGREEMENT NO. R1-16-20-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4461

ROBERT JOGA  
SR. 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

June 22, 2016

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:

This Letter of Agreement cancels and supersedes L/A R2-85-137-PGE. The Company proposes the following terms and conditions to establish a second (2<sup>nd</sup>) shift in the Maintenance Department of Diablo Canyon Power Plant for the Mechanical Maintenance (MM) and Electrical Maintenance (EM) disciplines.

- 1) **Staffing size** - A maximum of eight (8) employees may be assigned to the MM 2<sup>nd</sup> shift and a maximum of eight (8) employees may be assigned to the EM 2<sup>nd</sup> shift. The Company may choose to have less than eight in either discipline. Volunteers, in addition to the assigned personnel in either discipline, may be added by local agreement between the Company and the Union. All employees assigned to the 2<sup>nd</sup> shift will be considered "day employees" (not Shift or Service employees) working under this agreement.
- 2) **Schedule and classifications:** The work week for 2<sup>nd</sup> shift personnel shall be a straight four-ten schedule Monday through Thursday, with one half-hour paid lunch period. The hours will be 1400-2400 for EM and 1600-0200 for MM.
  - a) The Company will determine the classification make up of each roster from the following journeymen classifications:
    - MM – Sub-foreman, Machinist, Mechanic-Rigger, Welder
    - EM – Sub-foreman, Electrical Technician, Electrician
- 3) **Establishing and maintaining 2<sup>nd</sup> shift:** The staffing of the 2<sup>nd</sup> shift shall be established and maintained per the following steps for each respective Department (MM and EM). Incumbent journeymen in both MM and EM who were hired prior to January 1, 2015, shall remain on their current shift and not be forced to any shift. Department employees hired between January 1, 2015, and the signing of this agreement, including apprentices, may be assigned to the 2<sup>nd</sup> shift. All employees assigned to the 2<sup>nd</sup> shift may change their shifts per the following guidelines:
  - a) **New Journeyman:** The Company may require a newly added journeyman to work on day shift up to 12 months for training and to obtain required qualifications. A "newly added journeyman" is one who is acquired by: demotion (206), bidding (205), including becoming a journeyman after completion of an apprenticeship, or newly hired off the street. After this training period, these journeymen shall be assigned as follows:

- i. If there are eight journeymen on 2<sup>nd</sup> shift in the respective Department: First, the incumbent journeymen in the same classification will be asked, in order of company seniority, if they would like to return to day shift. If an incumbent chooses to return to days in either of the above scenarios, the newly added journeyman will be placed on the 2<sup>nd</sup> shift. If no incumbents choose to return to days the newly added journeyman will be assigned to days.
    - ii. If there are less than eight journeymen on 2<sup>nd</sup> shift in the respective Department: The Company may choose to assign the new journeyman to the 2<sup>nd</sup> shift or replace an incumbent per (i) above if the population is to remain less than eight.
  - b) **Permanent vacancy on 2<sup>nd</sup> shift:** If a permanent vacancy occurs on 2<sup>nd</sup> shift and the Company chooses to fill it, it shall be offered to day employees by company seniority in the same classification first. If there are no volunteers, then the 2<sup>nd</sup> shift vacancy shall be filled in accordance with Section 205 (Bid Process).
  - c) **Permanent vacancy on days:** If a permanent journeyman vacancy (retirement, bid-out, terminate, resign, etc.) of any classification occurs on days, the 2<sup>nd</sup> shift employees in the same classification shall be offered the vacant position in order of company seniority first. Any employee accepting this offer shall report to days prior to the beginning of any hiring process either internal or external. If there are no volunteers, then the day shift vacancy shall be filled in accordance with Section 205 (Bid Process).
  - d) **Temporary vacancy on 2<sup>nd</sup> shift:** If a temporary vacancy occurs on the 2<sup>nd</sup> shift and the Company chooses to fill it, it shall be filled through Section 208.16 (PAOT) or Section 212 (EOT) of the contract.
  - e) **Trades:** 2<sup>nd</sup> shift employees and day employees may be allowed to trade shifts as follows:
    - i. With greater than thirty days' notice, and at no cost to the Company, a temporary trade between like classifications for a specific requested period, or a permanent trade, may be authorized.
    - ii. With less than thirty days' notice, trades may be approved at the Company's discretion.
- 4) **Shift Premium:** All employees assigned permanently to the 2<sup>nd</sup> shift shall receive the 2<sup>nd</sup> shift premium.
  - 5) **Overtime:** Sections 208.16 and 212 of the contract apply to day and 2<sup>nd</sup> shifts equally.
  - 6) **Vacation:** Section 111 of the contract applies to day and 2<sup>nd</sup> shifts equally.
  - 7) **Training:** No apprentices shall be assigned to the 2<sup>nd</sup> shift except for training that cannot be received on the first (1<sup>st</sup>) shift per Section 202. 2<sup>nd</sup> shift employees shall attend training outside their normal work hours as follows:
    - a) Employees who have been notified two (2) weeks in advance of a training start date:
      - i. If the training duration is one workday or less: the employee may opt to be assigned to a day schedule for the entire week or attend the training on overtime.
      - ii. If the training duration is greater than one workday: the employee may opt to be assigned to a day schedule for the entire workweek.
    - b) Employees who have not been notified two (2) weeks in advance of a training start date, shall not be required to change their work schedule to attend such training on straight time.
  - 8) **Outage:** 2<sup>nd</sup> shift employees whose schedule changes for the outage shall receive shift change pay per Letter of Agreement 07-54 and Section 202.17.

9) **Maintenance Outage Windows (MOW):** 2<sup>nd</sup> shift employees who volunteer, are eligible (low hours PAOT), and are selected for an MOW, shall be assigned to one of the normal MOW crew schedules (Ex: Days 0630-1900 or Nights 1830-0630) and paid overtime outside their core hours. 2<sup>nd</sup> shift employees not assigned to one of the normal MOW crew schedules will not be forced to extend their regularly scheduled shift to work overtime to supplement a nightshift MOW crew.


10) **Cancellation:** This agreement may be cancelled by either party by giving sixty (60) days' notice.

This proposal has been discussed with Business Representative Patrick Duffy.

If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

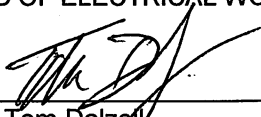
PACIFIC GAS & ELECTRIC COMPANY

By:   
Robert Joga  
Senior Director and Chief Negotiator

The Union is in agreement.

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

June 28<sup>th</sup>, 2016

By:   
Tom Dalzell  
Business Manager