



**Pacific Gas and
Electric Company**

LETTER AGREEMENT NO. 16-27-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
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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

July 18, 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:

The Independent Spent Fuel Storage Installation (ISFSI) process at the Diablo Canyon Power Plant requires temporary additional Radiation Protection manpower that may be unavailable through the regular Hiring Hall.

Therefore, the Company proposes the following agreement to address the temporary staffing need and work schedule for consideration. This proposal shall apply to all ISFSI Campaigns at Diablo Canyon Power Plant.

This agreement is intended to be ongoing, however, either party may cancel this agreement by providing the other party with no less than 12 months written notification.

This Letter of Agreement replaces Letter of Agreement 09-21, which was cancelled in 2011.

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

By: 
Tom Dalzell
Business Manager

19 July, 2016

Diablo Canyon Power Plant ISFSI Campaign Agreement

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1. Scope

This agreement applies to the following work groups at DCP: Chemistry and Radiation Protection Technicians, Decontamination Specialists, C&RP Utility Workers, and Temporary Employees in C&RP classifications used in support of the ISFSI Campaign.

2. Definitions

- A. Start of the Campaign - the commencement of dry runs or two weeks prior to the commencement of the Campaign whichever is earlier.
- B. Conclusion of the Campaign – the Sunday after the last Hi-storm of the Campaign is secured to the pad.
- C. Regular Employee - any regular or probationary PG&E employee hired pursuant to Section 106.5 of the Physical Agreement.
- D. Temporary Employee - any Temporary Additional (TA) employee as defined in Section 106.12 of the Agreement, or Hiring Hall (HH) employee as defined in LA 04-12.
- E. Comparable Classification – any temporary employee performing work regardless of their titled classification will be considered comparable to the regular PG&E classification that normally performs that work.
- F. Paid Rest Period – Time off with permission, with pay. Also known as QR Time. Generally granted at Company’s discretion to make an employee available for overtime without exceeding work hour restrictions. Also may apply under 208.11 of the Agreement which is not at Company’s discretion.

3. Temporary Employees

A. Special Conditions

- 1) A Temporary Additional (TA) Employee is hired under the provisions of Section 106.12 except that such employee will not accrue service or gain regular status while working on the ISFSI Campaign.
- 2) A Hiring Hall (HH) Employee is hired under the Special Condition section of LA R1-04-12-PGE. Special Project Agreement requests in support of ISFSI will be favorably approved by the Union.

B. Wage Rates

- 1) Temporary Additional Employees will be paid at a wage rate determined at the Company's discretion.
- 2) Hiring Hall Employees will be paid per LA R1-04-12 Section 1,C.
- 3) All Temporary Employees who have previously worked in a specific classification as a regular status employee will be paid at the top rate of that classification.

C. Expenses for Temporary Employees

- 1) Per Diem (TAs only): TAs 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 IRS (GSA) per diem rates for San Luis Obispo.
- 2) Travel expenses (TAs and HH): All Temporary Employees hired as a Decontamination Specialist or in a journeyman classification, shall be paid each way from the employee's point of origin as follows: (1 – travelling to DCP) 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 Google Maps or an equivalent program. (2 – travelling home) Employees are eligible for travel expenses home if the employee leaves at the end of the agreed upon end date of assignment or 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 fail to meet the conditions of their job offer, leave of their own accord prior to the end of their assignment, or are unfavorably discharged.

D. Assignment

- 1) Temporary employees may at Company discretion assume the shift/workweek of the regular employees who are assigned to the ISFSI Campaign.
- 2) Temporary employees may also be assigned to the ISFSI project if there are insufficient regular volunteers.

4. Scheduling and Staffing for C&RP Techs

- A. Approximately two months before the Start of the Campaign, a list will be posted/mailed for regular employees to volunteer for an interval assignment not less than two weeks in duration, and their preference for a day or night shift.
- B. Approximately one month before the Start of the Campaign, Management and Shop Stewards will facilitate a scheduled rotation of employees to ensure overtime is equally divided amongst ISFSI volunteers and an equal opportunity is provided to all volunteers to participate in the Campaign in a manner as practicable as possible. Note: Employees working a 6/6A, 7/7A, 9, 10, or other schedule which does not allow additional overtime due to fatigue management rules, may not be eligible to volunteer.
 - 1) Requested shifts (days or nights) will be granted by seniority.
 - 2) For each change of shift from an employee's regularly scheduled shift (days to nights or from nights to days), the employee's core hours (i.e. 1830-0430 or 0630-1630) will be paid at time and one half in lieu of straight time for the first four days and straight time for the duration of the assignment. When the employee returns to their regularly scheduled shift (normal core hours) they will not receive any additional pay but will assume their core shift hours at the straight time rate of pay.
 - 3) Scheduling of volunteers for ISFSI assignment:
 - 4) If there is an insufficient amount of volunteers to fill all two-week assignments throughout the Campaign, employees who already volunteered and have been assigned to work a two-week interval, and are eligible to work additional assignments, may volunteer for additional assignments. "Eligible to work" means an employee can work an entire ISFSI

week without violating Fatigue Management Rules. The Company will utilize eligible employees who volunteer for a third week before assigning HH or TAs to work. The Company may provide paid rest period to assist in scheduling volunteers for additional Campaign support, but this option is at the sole discretion of the Company.

- a) If there is still an insufficient amount of volunteers to fill all Campaign assignments (after steps 4.B.1-3), temporary employees will be assigned to support the ISFSI Campaign.
 - b) If there are still an insufficient number of volunteers after assigning qualified temporary employees, regular employees may be assigned by reverse seniority to support the Campaign.
 - c) If there is an excess of volunteers for the ISFSI assignment, volunteers will be asked and scheduled by Company seniority.
- 5) At management's discretion, paid rest periods may be assigned to relief C&RP technicians to ensure a margin exists to fill emergent shift vacancies.

5. Scheduling and Staffing for Decontamination Specialists

- A. Approximately two months before the Start of the Campaign, a list will be posted/mailed for regular employees to volunteer to work the Campaign, and employees may select their desired preference for a day or night shift.
- B. Approximately one month before the Start of the Campaign, Management and Shop Stewards will facilitate a scheduled rotation of employees to ensure overtime is equally divided amongst ISFSI volunteers and an equal opportunity is provided to all volunteers to participate in the Campaign.
 - 1) Requested shifts (days or nights) will be granted by seniority.
 - 2) If there is an insufficient amount of volunteers to fill all Campaign assignments, temporary employees will be assigned to support the ISFSI Campaign.
 - 3) If there is still an insufficient amount of volunteers (all Temp employees assigned or no Temp employees) for a particular shift, employees will be assigned by reverse seniority.
 - 4) The nightshift may begin one week prior to the start of the Campaign.
 - 5) At the Company's option, employees may stay on the above work hours up to seven days after the last Hi-Storm of the Campaign is secured to the pad.

6. Hours and Premiums

- A. Campaign shifts hours shall be 0630-1830 (days) and 1830-0630 (nights). Campaigns usually consist of six consecutive 12-hour days.
- B. Core hours for personnel assigned and working the Campaign are as follows:
 - o 0630-1630 (M-Th) for CRP Day-Shift, and Decontamination Specialists
 - o 1830-0430 (M-Th) for CRP and Decontamination Specialists
 - o 2000-0400 for CRP Swings, Mids, and Relief Technicians
 - o 0800-1600 Relief Technicians
- C. All Travelling CRP Techs shall be paid through lunch (straight 10's) for both days and nights. The Company may place travelers on a "straight 10" work schedule prior to the start of the Campaign.
- D. All employees whose core work hours begin at 12:00PM or later shall be paid the 3rd shift premium during the Campaign period.
- E. During the duration of the Campaign (start of the Campaign to conclusion of the Campaign), all employees who work on Sunday shall get Sunday premium.
- F. The Company may assign QR time during normal work hours and assign Pre-Arranged Overtime (PAOT) outside of normal work hours.
- G. Work weeks (days on, days off) will not be changed for regular employees during the Campaign except by joint Company and Union agreement.
- H. Shift Technicians supporting the Campaign may be required to fill a shift vacancy in-lieu of using a Relief Technician.
- I. When temporary personnel are working within a comparable classification (i.e. Radiation Protection Technician, or Decontamination Specialist) all current employees in that classification will be paid wages at top step for their classification.

7. Overtime

- A. Weekly overtime - From the start of the Campaign to end of the Campaign, the Company will offer a total of ten hours of PAOT per week for each temporary employee brought in to support the Campaign provided they are used in the same classification. All overtime hours accepted or refused will be deducted from the total hours offered and will not be carried over to the next week.
- B. Examples:
- 1) Seven HH C&RP technicians are working to support the ISFSI Campaign. A combined overtime offering of 70 hours shall be made each week to department personnel in the comparable classification not assigned to work on the ISFSI Campaign in accordance with the department PAOT policy.
 - 2) Three HH Decontamination Specialists are working to support the ISFSI Campaign. An overtime offering of 30 hours shall be made each week to department personnel in the comparable classification not assigned to work on the ISFSI Campaign in accordance with the department PAOT policy.
- C. Temporary Employee Overtime – TA and HH personnel working the Campaign will be assigned one hour of PAOT and Emergency Overtime (EOT) more than the highest amount of overtime worked for any regular employee. Temporary Employees will be eligible to work overtime per the PAOT agreement.
- D. 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.
- E. If the employee does not work an overtime day, it will be recorded as turndown time.
- F. Regular employees on the approved Annual Vacation Sign-up shall not be offered overtime or assessed turndown time for the duration of their approved vacation. Employees may be allowed to cancel scheduled vacation to work an ISFSI assignment at Company's discretion.
- G. Decontamination Specialist (only) overtime equalization for overtime worked during the Campaign will be managed in accordance with the following:
- 1) Overtime will be monitored on a weekly basis by Decontamination Foreman and Union Shop Steward. Adjustments will be made for imbalance as soon as possible.
 - 2) This could mean offering overtime hours to employees on the opposite shift to which they are assigned.
 - 3) Rotating employees to the two shifts will also be considered to keep overtime hours equal.
 - 4) Employees who volunteered and are scheduled to work the ISFSI overtime, and do not work, or are sick, or on vacation, shall accrue refuse time for hours not worked. These missed opportunities for ISFSI overtime hours will not be equalized.
 - 5) Overtime will be equalized to 90% of the overtime hours of the regular employee in the Decontamination Specialist classification who participated in the Campaign and had the most overtime hours.
 - 6) The Company will have up to 30 days following the end of the Campaign to equalize overtime. Only the overtime worked between the start of the Campaign and the conclusion of the Campaign, and only amongst the volunteers participating in the Campaign, will be equalized. This will be separate and not part of the regular PAOT signup list process and equalization. The Company may end the equalization period anytime within the 30 days, and will notify the Union in writing if the period is ended early.
 - 7) If there are still overtime discrepancies following the 30-day equalization period, the Company and Union will convene a Review Committee to determine if any equalization hours are due.
- H. C&RP Technician (only) overtime equalization:
- If shift weeks are cancelled or postponed due to uncontrollable circumstances and scheduled employees are released from their assignment, these employees shall be scheduled to work additional hours later in the Campaign. For the two weeks immediately following the Campaign, a Supervisor and a Shop Steward may jointly agree to bypass the PAOT list to offer additional overtime opportunities to any employees who had their scheduled week canceled. If additional overtime opportunities are not provided, the Review Committee shall review hours worked and offered and consider assigning additional overtime opportunities.

8. Special Conditions

If the ISFSI Campaign is suspended for more than seven days, and the Company believes the Campaign will be suspended for an extended period of time, the Company may suspend the provisions of the agreement for the duration of the delay, or end the Campaign immediately. The Company agrees to meet with the Union before implementing the provisions of this section.

9. ISFSI Review Committee

At the request of either party, a subcommittee of six individuals, three appointed by each party, shall review all alleged contractual violations and overtime equalization. The parties will submit written agreed to recommendations for settlement of the issues. This shall be completed within sixty (60) days of the conclusion of the ISFSI Campaign. 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.