



**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 04-04-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707-452-2700

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STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

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January 20, 2004

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:

On January 13, 2004, the parties met to discuss outage work schedules and conditions in the C&RP Department for the 1R12 and 2R12 outage scheduled to begin in 2004. The following proposal was developed and applies to all Chemical and Radiation Protection personnel (including Technicians, Decon Specialists, Utility Workers and Clerks assigned to the Radiation Protection or Chemistry departments) at Diablo Canyon.

- I. Section. 202.17 will be used to change employee's works hours to cover the refueling outage manning requirements.
  - A. Application of Section 202.17.
    1. Duration of Section 202.17 application for normal Refueling Outages.
      - a. The start of the outage will be the opening of the output breaker.
      - b. The end of the outage will be the return to mode 1.
    2. 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.
    3. 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.

4. All other requirements of Section 202.17 will be followed.

B. Work Hours.

1. Day Employees and Shift Employees off shift.

a. Regular day employees and shift employees in the day shift pool may be scheduled to a Section 202.17 work schedule.

1). The core hours will begin either at 0630-1630 or 1700 and 1830-0430 with a basic workday of 10 hours.

2. Shift Employees on shift. The Company may require four employees on swing shift and three employees on mid shift, to shift workweeks and hours per Section 202.17. The selection will be by inverse seniority. This does not concede the issue raised in Grievance No. 13495.

a. Shift employees assigned to shift may volunteer to work the Section 202.17 work schedule.

1). The core hours will begin either at 0630-1630 or 2000-0400 with a basic workday of 10 hours on day shift and 8 hours on night shift.

C. Employees assigned to the Section 202.17 work schedule may perform routine or emergency work on the running unit without an overtime penalty to the Company.

II. Use of Temporary Employees.

A. When temporary employees are needed to perform bargaining unit work for the outage, the following sequence shall apply:

1. Regular employees shall be provided the opportunity to work a minimum of 60 hours per week whenever temporary employees are used in a comparable or lower classification.

2. At Company's discretion, bargaining unit employees from outside Diablo Canyon may be utilized.

3. Rehire employees with rehire rights pursuant to Sections 206.13 and 306.14.

a. An employee who is rehired will be laid off at the conclusion of his or her outage work assignment without reference to Title 206.

4. At Company's discretion, retired employees may be utilized through the Hiring Hall.

5. The following employees, brought in from outside the bargaining unit may be used in either order for the duration of the outage.

a. Temporary Additional.

1). Temporary Additional employees may be paid at an experienced wage rate at company discretion.

2). Expenses.

a). Temporary Additional employees hired in a journeyman classification will be paid \$99.00 per day upon meeting the IRS per-diem requirement.

b). Temporary Additional employees hired in a journeyman classification will be paid two-way travel reimbursement to DCPD from the employee's point of origin as follows.

Distance Traveled to DCPD	Reimbursement
<75 miles	\$0
75 to 200 miles	60
201 to 500 miles	125
501 to 750 miles	250
751 to 1000 miles	350
>1000 miles	500

- b. Non-unit employees placed into bargaining unit classifications pursuant to Section 106.12. Such employees will continue to receive medical, dental, and vision under their regular base position while the Union security provisions of Letter Agreement 95-145 shall apply. Employees so placed may also continue to perform non-unit work on a part time basis.

6. The hours worked for the duration of these outages are exempt from the requirements of section 106.12.b

- B. When Temporary Additional employees or Non-unit employees are used, the following will apply.

1. A regular employee will be provided the opportunity to work at least as much overtime as the temporary employees in a comparable or lower classification over the period beginning at the start of the outage to 30 days following the conclusion of the outage. Should this not occur, the Company shall provide an employee with the opportunity to work the hours missed and such assignments will not impact the overtime opportunities for other employees on the PAOT list.

- C. The Company may use Temporary Employees under this Letter Agreement outside the specific outage period if the Company first offers the extra work anticipated to be performed by the use of Temporary Employees to employees in the same classification or higher and uses those employees who volunteer at least 60 hours per week.

### III. Premiums

- A. Employees assigned to the 6:30 p.m. shift will receive 3<sup>rd</sup> shift premium.
- B. All employees who perform work on a Sunday shall receive the Sunday premium.

### IV. Miscellaneous

- A. 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.
- B. The Company will fill mandatory PAOT assignments in accordance with the Contract and all its clarifications. The Company will make a good faith effort to accommodate the needs of employees who request to be scheduled to less hours than the work schedules contained in this agreement. Preference will be given to those employees who make such a request at least 45 days prior to the start of the outage.
- C. 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.

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:   
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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

1-28, 2004

By:   
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Perry Zimmerman  
Business Manager