



LETTER AGREEMENT NO. 05-12-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
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(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

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,
BUSINESS MANAGER

April 11, 2005

Mr. Perry Zimmerman, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Zimmerman:

On March 16, 2005, a Committee consisting of Mike Jacobson, Gary Peterson, Warren Brown, Bob Choate and Dan Lockwood representing the Union, and Gary Anderson, Jeff Knisley, Derek Schmidt and Joe DeMartini representing the Company, met to discuss the 12-hour shift agreement at Diablo Canyon Power Plant.

The Committee reached agreement on the following proposal that is being submitted for your consideration. This proposal, if agreed to, will modify, and add to, certain provisions of LA 89-209 as indicated, but it is not intended to cancel or supersede that agreement.

1. Outage Shift Schedule

- a. **Outage Schedule:** Operators may be assigned to a static schedule of 12-hour shifts beginning at either 0700 or 1900 hours (day shift and night shift) as follows:

Crew	M	T	W	Th	F	S	S
1	W	W	W	W	X	X	X
2	X	W	W	W	W	X	X
3	X	X	W	W	W	W	X
4	X	X	X	W	W	W	W
5	W	X	X	X	W	W	W
6	W	W	X	X	X	W	W
7	W	W	W	X	X	X	W

W = regular workday; X= non-workday

- b. **Assignments:** Operators may select crew by shift and normal days off desired. Assignments will be made by classification by Company seniority, except that Company reserves the right to assign employees to shift and crew to balance crew experience, after first meeting and conferring with department Shop Stewards. Employees will be equally distributed between day and night shift assignments.

At any time during the duration of this assignment, two employees of equal qualification may voluntarily agree to exchange shifts provided that 1) administrative guidelines for hours worked for both employees are not exceeded and 2) the Assistant Operations Manager provides approval. Such exchanges will not require the payment of Schedule Change Pay as described below.

- c. **Duration:** The outage shift schedule will begin the Monday that is at least 7 days prior to the opening of the breaker and may continue to the Sunday following the return of the Unit to 50% power. The outage shift schedule may be canceled and operators returned to their normal shift rotation at any time during this period. Additionally, the outage shift schedule may be resumed at a later time during this period.
- d. **Schedule Change Pay:** Operators will receive pay at the 1.5X rate for all regular hours worked on the first three days of the initial outage shift schedule, and any subsequent re-assignment to the outage shift schedule during the outage period.
- e. **PAOT:** PAOT on the outage shift schedule will be offered to the employee on his/her first "X" day following the four "W" days; next offered to the employee on his/her third "X" day following the four "W" days; and next offered to the employee on his/her second "X" day. Mandatory PAOT will be assigned in the same order; however, an employee shall not be required to work overtime on the second of two scheduled days off without having been scheduled for overtime on either the first or third scheduled day off.
- f. **Sunday Premium:** While assigned to the outage schedule, an employee who performs work on a Sunday will receive the Sunday Premium for all hours worked on that Sunday.

2. Wages

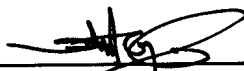
- a. The factored pay rates provided in LA 89-209 will be eliminated and employees will be paid at the Exhibit X rate of pay.
- b. Employees will receive overtime based on Section 208.2 of the Agreement at the Exhibit X rate of pay for all hours worked beyond regular work hours.
- c. A four-hour period in the last day of the regular, non-outage, 48-hour work week will be considered as regular work hours for all purposes, but will be paid at the overtime rate. The other four-hour period on that day shall be considered as overtime hours, but are not considered as part of regular work hours.
- d. Consistent with the decision of Arbitration Case No.185 and Section 104.1, an employee shall not be entitled to reimbursement for a meal or the time to take it for working the eight hour overtime period that is part of their scheduled 48-hour work week, whether it is part of the outage schedule or the regular non-outage schedule.
- e. The Company will continue to interpret and apply Subsection 208.2(d) in a manner that provides pay at the 2X rate for hours worked beyond 8 hours on the second of any two days off, provided that work is performed on the preceding day. Additionally, if an employee is scheduled for three days off, the employee will receive pay at the 2X rate for hours worked beyond 8 hours provided that work was performed on either the first or second scheduled day off.

If agreed to, this agreement may be cancelled by either party after providing at least 90 days written notice in advance of a scheduled outage.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided 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

5-13, 2005

By: 
Perry Zimmerman
Business Manager