

NO. 07-23-PGE



PACIFIC GAS AND ELECTRIC COMPANY LABOR 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

STEPHEN A. RAYBURN, DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL, BUSINESS MANAGER

April 18, 2007

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:

On April 10, 2007, a Committee consisting of Mike Jacobson, Gary Peterson, Warren Brown and Dan Lockwood representing the Union and Ken Langdon, Gary Anderson and Joe DeMartini representing the Company met to discuss the 12-hour shift agreement for Operations Department at Diablo Canyon Power Plant for **1R14**.

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
11	W	W	W	W	X	X	X
2	X	W	W	W	W	X	X
3	Х	Х	W	W	W	W	X
4	X	Х	Х	W	W	W	W
5	W	Х	X	Х	W	W	W
6	W	W	Х	Х	Х	W	W
7	W	W	W	Х	Х	Х	W

W = regular workday; X= non-workday

b. Assignments: Due to short duration before start of 1R14, Operators will be assigned to crew per the attached schedule. 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 on Monday, April 30, 2007 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 with agreement between the local Business Rep and the Company.
- 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.
- 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 for the shift that starts on that Sunday.

2. WAGES

- a. Employees will be paid at the Exhibit X rate of pay for the duration of this agreement.
- **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. The last eight hours on an employee's fourth scheduled work day in this schedule shall be considered as mandatory prearranged overtime and paid in accordance with Section 208.1.
- d. Under Section 104.1, an employee shall be entitled to reimbursement for a meal and the time to take it for working the eight hour overtime period that is part of their scheduled 48-hour work week.
- 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 OT on the third day 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.

3. MEALS

In accordance with paragraph 4, Overtime Meals, LA 89-209, employees are entitled to a meal per Title 104.10 after working in excess of 9 hours on their normal scheduled days off (5th, 6th, or 7th workdays).

4. WATCH STATION MANNING

Watch stations shall be rotated among individuals to the maximum extent possible. The intent is such that no operator spends the entire outage in the manpower pool (unless he/she volunteers to do so).

5. SHIFT PREMIUM

In accordance with paragraph 9, Shift Premium, LA 89-209, employees assigned to the outage night-shift crew will continue to receive third shift premium for all hours worked on night shift as in the 12-hour agreement.

6. VACATIONS

- a. Because this agreement is being implemented after annual vacation signup for 2007, vacation scheduled during 1R14 will be handled as follows.
 - 1) Vacation is scheduled by shift week. A shift week selected on the normal rotating 12-hour schedule will translate to a shift week on the outage schedule.
 - 2) Due to the schedule change, all vacation requested during this period will be reviewed with the individual and the Assistant OPS Manager to ensure vacation needs during this period are met to the maximum extent possible.

7. SCHEDULE RETURN

At the end of the outage schedule employees will return to their original crews unless agreed upon by both company and employee.

If agreed to, this agreement will apply to the 1R14 outage only. The parties agree to meet on June 19 and 20 to begin Ad Hoc negotiation to address Operations issues including, but not limited to, license retention, vacation scheduling, fire brigade training, Operations LOP updates, overtime scheduling, the 12-hour agreement and SAP/Holiday conversion under LA 89-209. Further, the Company agrees to propose in a separate letter agreement that the provisions of Letter Agreement 04-10 apply to Operations Department personnel at Diablo Canyon Power Plant.

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

Bv.

Stephen A. Kayburn

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

Business Marager

Spul 26, 2007

1R14 CREW MAKEUP

DAYS

REV: 7

WORK ON	MON-THU CREW 1	TUE-FRI CREW 2	WED-SAT CREW 3	THU-SUN CREW 4	FRI-MON CREW 5	SAT-TUE CREW 6	SUN-WED CREW 7
sco	ARELLANO	WRIGHT	WATHEN	JANES	TRYGG	WEAVER	LAMP
SCO							CLARDY
СО	MOYER	MARTIN **	MCKENNA	DURACHER	HACKLEMAN, J	RACETTE	WHITING
СО	PETERSEN		HUDSON			POWELL	
NO	SILVA **	ANDERSON, D	DRUMMOND	ANTHONY **	KONDO	LARSON	WINANS
NO	GURNEY	REYES	KISER	LEE, M	BAMBAS	BOCKHAHN	TUURI
NO	ANDERSON, K	REGAN	MATTESON	LYMAN	FRITZ	BROWN, A	SPARKS **
NO	HART	SAVARD		_	RUPPRECHT	FRENCH	
NO 2-4		THOMAS, O	GALVAN	HALL, T	CORTES	LEWIS, H	
ATUR	NEEL						
AUX-D	BUZZELLI			 			
AUX-D		LEIGHTON					

MIDS

WORK ON	MON-THU CREW 1	TUE-FRI CREW 2	WED-SAT CREW 3	THU-SUN CREW 4	FRI-MON CREW 5	SAT-TUE CREW 6	SUN-WED
							3
sco	KATZ **	JACOBSON	THOMAS, B	HICKS	QUITTER	BROWN, W	KLINE **
SCO		STURGEON					
СО	LORENZ	HANEY	POLEWCZAK	O'HAGAN	MAY	MCMULLEN	LEADER
СО	HAUPTLI		MURACH		WINN		
NO	ELLIS	ROTHSTEIN	ALLARD	DARINGTON	MEADE	BERENS	KNIGHT
NO	ANNONI	ALLEN	CLIPPERTON	LEE, F	REDDING	ROBY	LOWE
NO	BROWN, M **	TARANGO	PERRY	ANDERSON, M	COX **	KASTEN	LUKES **
NO							
NO 2-4		BIGELOW	BRANCHEAU	WILLIAMS, S	SAWYER	WEIR	
ATUD	HURLBURT						
ATUR	HUNLBUNI		-				
AUX-M			GRAY				

^{**} AFTER THE NAME INDICATES REQUESTED WORK DAYS

UPGRADES: CHERINGTON (LRN SERV), OHM (CLR), EWART (OUTAGE), BLACKSHEAR (OUTAGE)

QUESTIONS:

SAVARD AND WHITING MAY STILL BE OUT SICK OR LIGHT DUTY

LIC CLASS RO CANIDATES, WHEN PASS NRC EXAMS WHEN WILL THEY BE ABLE TO STAND WATCH (NRC NOTIFICATION RECEIVED)?