



**Pacific Gas and
Electric Company.**

LETTER AGREEMENT NO. 09-22-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT
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STEPHEN RAYBURN
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

May 21, 2009

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95687

Dear Mr. Dalzell:

A Company and Union Committee consisting of Mike Haentjens, Mark Taylor, Eric Carter, Greg Porte, Chris Paris, Ken Johnston and Joe DeMartini met on numerous occasions to discuss fire personnel issues at Diablo Canyon Power Plant. The Committee developed this proposal which is being submitted for consideration.

This proposal cancels and supersedes Letter Agreement 97-139 and Letter Agreement 00-23 and all local letter agreements that have been agreed to by the parties regarding fire personnel at Diablo Canyon Power Plant.

1. Job Definitions and Lines of Progression

0540 Fire Captain

An employee who directs the activities of all fire and emergency responders under the direction of the plant Fire Chief. Assigns all daily non-emergency duties to the crew including work packages, Safety and pre-job briefs, SAP administrative functions and other administrative duties as assigned by the Fire Chief. Interfaces with offsite and Plant emergency response agencies and organizations. During emergencies, demonstrates leadership by directing the activities of all emergency response personnel. Will, initially be the Incident Commander (IC) and once a CALFIRE officers is on scene the DCPD Fire Captain and the CALFIRE Officer may form a Unified Command. Will develop and conduct job related training, including the development of related lesson plans to present to other emergency responders and the general plant population.

The Fire Captain will direct the activities of emergency and fire responders and bring performance issues to the Fire Chief's attention, but does not have authority to conduct formal discipline.

Next Lower Classifications

0545 Firefighter

Same or Higher Classifications

0540 Fire Captain

Notes: (1) Job requirements

Prior to being considered a valid prebidder

- Must meet all DCPD Firefighter requirements (listed below)
- Written/Oral Test (as agreed to by the parties)*
- Completed the following courses – proof will be in the form of the course certification*:

- State Certified Command 1A
 - State Certified Command 1B
 - State Certified Management 1A
 - State Certified ICS 200
 - State Certified ICS 300
 - CSTI Hazmat IC
- Successful completion of the following Drills*
 - Structure Fire
 - Wildland Fire
 - Hazardous Materials scenario
 - Medical scenario
 - Two years experience as 0545 Firefighter

Within 1 year of job award

- Must pass C.S.T.I. Hazmat Specialist*

Within 2 years of job award

- Successfully complete the State Certified Company Officers series courses which the Company is obligated to provide*.

*performed on paid time and at Company expense

Filling Fire Captain Vacancies

Candidates from the list of qualified bidders will be interviewed by a panel consisting of the Fire Chief and two Fire Captains. The panel will consider such factors as the employee's length of service, job performance and leadership and technical abilities. The Fire Chief will solicit and consider the input of the two Fire Captains before the final selection is made by the Fire Chief. The final selection of the successful candidate may be subject to the grievance procedure only to determine whether or not the Fire Chief considered all of the factors listed above prior to making the decision.

0545 Firefighter

An employee who responds to all fire, medical, rescue and hazardous materials emergencies. Routine duties include assisting in performing STP's (Surveillance Test Procedures), routine maintenance and operation of all emergency response equipment, fire prevention, safety inspections and testing. Will conduct job related training with other emergency responders and the general plant populations. At the direction of the Fire Captain, may direct other emergency responders as requested.

Note: Requirements prior to being considered a valid transfer applicant

- Physical/Functional Test Task Performance Test
- PG&E Pre-employment Screening
- Firefighter 1 Certification
- EMT 1/Defib Certification
- Class B License

Within one year:

- Confined space rescue*
- Pump Operator Certification*
- Hazmat Industrial Tech 40 hr.*
- Firefighter II certification*

Within 2 years:

- Hazmat Tech 160 hr. (C.S.T.I.)*

*performed on paid time and at Company expense

2. Premiums

Certified Fuel Handlers Premium: Employees assigned to shift and static work schedules will be provided with an hourly premium equal to the Certified Fuel Handlers Premium to offset the reduction in core hours from the 24 hours schedule.

Advanced Skills Premium: Employees shall receive the Advanced Skills Premium upon satisfactory completion of all of the following classes and certifications. Training and qualification will be at Company expense.

1. Hazardous Materials Specialist
2. Incident Command 200
3. Basic Wildland Firefighter
4. Rescue Systems I
5. Flammable liquids (fire control IV)
6. Structural Firefighting (fire control III)
7. Radio Communications Training
8. State Certified Firefighter II
9. State Certified Fire Officer
10. Incident Command 300
11. High Angle Cliff Rescue

The Advanced Skills Premium shall be 4% of the average top pay step of the Fire Captain and the top step of the Firefighter classification. Such premium will be treated as wages for all purposes.

Notes:

1. Establishing the Advanced Skills Premium requires programming of the payroll system that is not expected to be complete until the end of 2009.
2. Recognizing the progress that has been made by incumbent Firefighters and Fire Captains toward achieving the Advanced Skills requirement, such incumbents shall receive a lump sum amount equal to 4% of their gross pay for the period of time between the signing date of this agreement, and the establishment of the Advanced Skills Premium in the payroll system. The lump sum shall be paid as soon as possible following the establishment of the Premium in the System and shall be included on a regular paycheck. Thereafter, such incumbents shall receive the Advanced Skills Premium, but are expected to continue to make progress as scheduled by the Company toward the attainment of all the requirements.
3. Employees who enter the Firefighter classification after the signing date of this agreement, shall be expected to meet all of the Advanced Skills requirements as scheduled by the Company and within a reasonable period of time. Such employees shall begin receiving the Advanced Skills Premium upon meeting all the requirements. If the employee has not met the requirements within 2 years of entering the classification, and this is due to the Company's inability to schedule the opportunity to do so, such employee shall begin receiving the Advanced Skill Premium. In that case, the employee will still be expected to continue to make progress as scheduled by the Company toward the attainment of all of the requirements.

3. **Work Schedule**

Shift Assignments

- A. Employees will be assigned a standard firefighter work schedule that consists of a 24 hour shift period with 16 hours of on-duty paid time and 8 hours of off-duty unpaid time. Any hours worked outside of this schedule will be paid in accordance with Title 208 or 212, whichever is applicable.
- B. The 24 hour shift period will be from 7:00 a.m. to 7:00 a.m.; the 16 hour on-duty paid time period will be from 7:00 a.m. to 10 p.m. and the off-duty time shall be from 10 p.m. to 6:00 a.m. with one more hour, 6:00 a.m. to 7:00 a.m., to complete the 24 hour shift.
- C. Employees will respond to work on an "as needed basis" during their off-duty time. The Shift Captain will take all pages during the off-duty time and may assign, (if necessary), on a rotating basis, one employee (based on overtime hours) to assist with the request during the off-duty time period.
- D. The workdays will be based on a three platoon schedule.
- E. Employees will receive overtime at the double time rate for any work performed during their off-duty time period.
- F. Company will endeavor to schedule routine work during the hours of 7:00 to 17:00 and whenever possible avoid the scheduling of routine work during the remaining shift hours except for special requests and plant support.

Static Assignments

- A. Employees may be assigned to a static four ten work schedule with either a Monday through Thursday or Tuesday through Friday basic workweek. The work hours shall be from 7:00 a.m. to 5 p.m.
- B. Employee may be assigned to temporarily relieve an absent employee on shift without payment of overtime. Overtime at the time and one-half rate will be paid only for hours worked in excess of 40 hours in any 7 calendar day period.
- C. Static assignments will be filled by the volunteer with the greatest Company seniority. If there are insufficient volunteers, assignments will be made in reverse order of seniority.

Miscellaneous

- A. Maintaining physical fitness is critical to carrying out fire fighting duties and the expectation is that employees will remain physically fit. Therefore, employees will be allowed one hour each workday to devote to physical training, including dressing, showering, etc. The schedule will be determined by the Fire Captain and may be occasionally superseded by mandated fire training, plant support or emergencies.
- B. Employees who are called out from home on EOT to fill a vacant shift, and who are expected to remain on site for the eight hour off-duty time, shall receive a minimum of 10 hours at the double time rate of pay. For example, if they work more than 10 hours, then they will receive double time for the time actually worked. If they work less than 10 hours, then they will receive 10 hours pay at the double time rate of pay.

4. Uniform, Protective Clothing and Equipment

A. Uniform

The following clothing will be provided:

1. blue jump suits (optional)
2. dark blue T-shirts
3. badge
4. dark blue all weather coat
5. uniform patches
6. dress uniform - dark blue pants
7. dress uniform - dark blue shirt
8. dark blue dress coat
9. collar brass
10. name tags or embroidered on badge shirts
11. utility belt

Three complete uniforms, one of which can be a jump suit, four T-shirts will be provided.

The Company will provide safety footgear of a type, style and manufacturer as appropriate, determined by the Fire Chief.

On January 1st of every year, the Company will set up accounts for each employee for the purchase of replacement uniforms in an amount not to exceed \$600.00 per calendar year.

Personnel are responsible for normal upkeep, i.e., heels and soles with replacement as determined by the Fire Chief.

B. Protective Clothing

The following will be provided:

1. fire helmet
2. nomex hood
3. turnout coat
4. turnout pants
5. turnout boots
6. gloves
7. brush coat
8. brush pants
9. brush helmet
10. goggles
11. flashlight

Personnel are responsible for normal upkeep with replacement as determined by the Company.

C. Other Equipment

1. Living Quarters

- a. Company will provide on-site living quarters to include the following:
 1. necessary cooking and eating utensils, food refrigeration and other housekeeping equipment.
 2. necessary community linen supplies, including laundry.
 3. bed linens and blankets
 4. lockers
 5. beds

5. Training

A. Responsibility

1. Each employee is expected to achieve and maintain the skills and qualifications necessary to safely perform the tasks associated with the job. Should a deficiency occur, the employee shall work with the Fire Captain to resolve the deficiency.
2. Each Fire Captain will ensure that training required of his/her shift is conducted within the guidelines established by the Company. Guidelines for the conduct of training, including development of lesson materials, facilities, and training schedules, will be followed.
3. Employees shall receive instruction in each of the general subject areas identified in FSAR 9.5H on a continuing basis, with all subjects covered every 24 months. Additional training mandated by the State or County or applicable Cal-OSHA standards, such as Confined Space and Hazmat training, will be provided to each member of the response team.
4. The regular hours of work of an employee on the days the employee attends training classes on or off site shall be 40 hours at the straight time rate of pay on the day shift.

6. Medical and Fitness Requirements Applicable to Employees Prior to Entering the Fire Department.

- A. Pre-entry screening, as well as, the annual screening examinations is based on an individuals medical and physical "Fitness for Duty (FFD)¹." The determination of FFD shall focus on:
- * Occupational History
 - * Medical History
 - * Physical Examination
- B. Company will select a Medical Examiner that will determine if a Firefighter is physically fit to perform the Fitness Standard test, using the guidelines listed below.

Standard Fitness Testing Components

1. Muscular Strength (2 tests)
2. Muscular Endurance (2 tests)
3. Cardiovascular Endurance
4. Flexibility
5. Body Composition
6. Blood Pressure

Tests Used and Passing Values

1. Muscular Strength: (Recommended)
 - a. bicep pull: 100 lb.
 - b. grip strength: 100 lb. per hand

¹ Fitness for Duty (FFD) refers to the common medical definition when used in this document. Medical FFD refers to the individual's overall physical condition and his or her ability to safely perform the duties required of the Firefighter or Fire Captain position.

2. Muscular Endurance:
 - a. push-ups (continuous): 35 push-ups
 - b. modified sit-ups: 35 sit-ups in 1 minute OR 50 partial curl-ups
3. Cardiovascular Endurance:
 - a. maximal treadmill test to volitional fatigue (Bruce Protocol): 45.5 ml O₂/kg/min.
4. Flexibility
 - a. sit & reach test: soles of feet = 14 units
5. Body Fat
 - a. body fat testing: upper limit 20% males, 27% females
6. Blood Pressure
 - a. standard blood pressure system: consistent measurement below 140/90 (American College of Sports Medicine regulations)

C. Task Performance Test: Performed Annually

7. Annual Medical and Fitness Requirements Applicable to All Employees

- A. Employees are required to pass an annual physical with cardiac screening performed by the Company's Medical Examiner.
- B. Employees are required to satisfactorily complete the Cyclic Training Performance Based Fitness Test on a quarterly basis as determined by the Company's medical professional based on job performance measures.
- C. An employee who fails to achieve a minimum score on a quarterly Cyclic Training Performance test shall be Coached and Counseled and placed on supervised training in addition to normal training. Such employee shall be retested within 30 days. If the employee fails to achieve a minimum score on the second attempt, the employee will be denied the right to work overtime and will continue in supervised training, and provided a third attempt with 30 days. An employee who fails to achieve a minimum score on the 3rd attempt will be referred to the Company's Medical Examiner for evaluation.
- D. An employee who is off work for greater than four consecutive months due to illness or injury may be returned to active duty upon receiving a full medical release from his or her treating physician. Such employee will continue participation in Cyclic Training Performance testing as required and will be responsible for meeting the previous quarter's performance testing if such testing was missed. Additionally, if during the employee's absence the annual physical with cardiac screening test was missed, the employee will be required to satisfy the requirement before regaining fire brigade qualification.
- E. An employee who is off work for other reasons for greater than four consecutive months will be required to complete any missed Cyclic Training Performance testing within 30 days of returning to work. Additionally, if during the employee's absence the annual physical with cardiac screening test was missed, the employee will be required to complete this requirement.

8. Medical / Fitness Deficiency

If the Medical Examiner determines that an employee can not perform their duties due to a medical or fitness deficiency, the employee will be removed from fire response duties. If the deficiency is due to a fitness component, the employee will be placed on a structured exercise program designed and supervised by the site exercise physiologist or by his/her personal physician, subject to approval by the Medical Examiner. (If the employee's personal physician is utilized, the physician must have competent knowledge of exercise physiology.) If in the Company's judgment there is insufficient light duty work available, the employee may be placed on paid sick leave if available, or unpaid leave until the employee is again qualified. If the employee is unable to qualify within a reasonable period of time, he or she will be subject to the provisions of Title 206.

9. Agreed-To-Medical Examiner (AME)

A. If a conflict arises concerning the determination of the Medical Examiner, the parties will refer the matter to an AME, the cost of which will be shared by the parties. The decision of the AME will be final and binding.

10. Vacation / Holiday

A. An employee's total vacation entitlement, company designated holidays and floating holidays will be converted to vacation hours. An employee taking vacation will be charged for and paid 16 hours for each scheduled work day taken off on vacation.

B. Vacations will be scheduled by seniority within each shift per Title 111.13.

C. Two 16-hour vacation days shall be scheduled in accordance with Title 103.3. These days can be scheduled by the employee upon 24 hours notice.

D. Time off for funeral leave which occurs on a regularly scheduled workday will result in the employee being credited with 16 hours worked, for pay purposes.

11. Fire Brigade Augmentation

A. Operators at DCPD may augment the Industrial Fire Operations Brigade on a voluntary basis provided they meet the following:

1. Category 1 Fitness per the current Fire Brigade Standard.

2. Current training requirements.

Note: Industrial Fire Operations will no longer be part of the Operator Re-qualifications Training; however, Operators may train on shift with Supervisor approval when workload permits or on voluntary PAOT when training is planned by the Fire Chief.

3. For eligibility as an "Incident Commander" on a limited or as needed basis, the Licensed Operator (as delegated by the Fire Chief per FSAR 9.5H) shall maintain annual Fire Brigade Leadership qualifications; Fire Brigade Leader must maintain category 1 or 2 fitness.

12. Oversight Committee

1. The parties recognize that issues will arise during the implementation of this agreement that cannot be anticipated and addressed by the parties at this time. Therefore, the parties agree to establish an oversight committee comprised of two management representative and two union representatives. The purpose of this committee will be to identify issues and make recommendations.

Mr. Tom Dalzell

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May 21, 2009
L/A 09-22-PGE

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: 

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

_____, **May 29**, 2009

By: 

Tom Dalzell
Business Manager