



**Pacific Gas and
Electric Company™**

LETTER AGREEMENT NO. 14-37-PGE

IBEW



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LABOR RELATIONS
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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

September 15, 2014

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:

This proposal cancels and supersedes Letter Agreement R1-09-23 on the same subject, refueling outage staffing and scheduling issues for the Chemical and Radiation Protection Department at the Diablo Canyon Power Plant.

This Agreement is intended to be ongoing; and will continue to be in effect until canceled by either party by providing the other party written notification no less than 12 months prior to the start of the next refueling outage.

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.

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: _____

Stephen A. Rayburn
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

September 26, 2014

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1) SCOPE:

1) This Agreement applies to the following Sections:

- a) Chemistry and Environmental Operations
- b) Radiation Protection
- c) Included are all Chemical & Radiation Protection Technicians (SAP Job Code 50010383, 50010384), Decontamination Specialists (50010387), and Utility Workers (50072846).

2) DEFINITIONS:

- 1) **Start of the outage** is the opening of the breaker.
- 2) **Conclusion of the outage** is when the output breaker is closed.
- 3) **Primary outage support** is Title 200 and 300 Maintenance and Operation Services.
- 4) **Regular employee** is any regular or probationary PG&E employee hired pursuant to Section 106.5 of the Physical Agreement.
- 5) **Covered Worker** refers to Chemistry and Radiation Protection Technicians filling an onsite emergency plan (EP) position which are subject to Fatigue Management Rules (FMR).
- 6) **Temporary employee** is any C & RP Outage Temporary Additional as defined in Title 106 of the Agreement. Bargaining unit personnel and non-bargaining unit personnel brought in to support the outage will also be referred to as temporary employees for the purposes of this Agreement.

3) ASSIGNMENTS

Effective October 1, 2009 the NRC Fatigue Rule requires C&RP Technicians filling an onsite EP position to be covered workers which requires 3 days off in a 15 day rolling period. This results in a maximum time worked of 132 hours per pay period. Permanent C&RP Shift Technicians shall be split between covered workers fulfilling the EP requirement and non-covered workers as outlined below:

NO LATER THEN 90 DAYS PRIOR TO A SCHEDULED UNIT OUTAGE THE COMPANY SHALL REQUEST A MINIMUM OF TWELVE (12) VOLUNTEERS FROM THE C&RP SHIFT TECH CLASSIFICATION FOR THE E-PLAN COVERED WORKER POSITIONS. Covered workers (those filling an onsite EP position) shall be provided the opportunity to work 132 hours per pay period. If required for FMR, these workers will be entitled to paid rest period ("QR" time) for one straight time day per 15 day rolling period from the start of the outage until the output breaker is closed to make up for the inability to work the hours afforded to a non-covered technician. These positions will be filled with volunteers in the following order:

- 1) Techs on shift (excluding relief techs)
- 2) Other shift technicians by seniority including relief techs

If there are not a sufficient number of volunteers, technicians will be selected by reverse seniority. Upgrades will be excluded from this process.

The Company may decline a volunteer if the individual has greater than 40 hours vacation scheduled during this outage period. Volunteers should expect to work a full 12 hour shift with limited exception.

The Company will make its best effort to identify the C&RP Shift Technicians and assigned shifts within 30 days prior to the start of the outage. C&RP technicians may request desired shift and regular days off. Assignments will be made by Company seniority. Assignments offered will be equally distributed between day and night shift assignments.

Individuals under this Agreement, if notified to perform jury duty while assigned to this schedule, agree to request their jury duty be rescheduled until after the outage period.

The Company may implement changes to this Agreement, subject to the grievance procedure, to comply with any Federal or State law, regulation or executive order, or any directive or instruction from the NRC (including guidelines, letters, information notices, inspection reports, notices of violation, advisory opinions, citations given to other nuclear power facilities, presentations, audits or any other formal NRC regulatory guidance).

The minimum guaranteed overtime provisions of this Agreement may be suspended if the refueling outage extends beyond 60 days. The Company agrees to meet and discuss with the Union prior to reducing overtime under this provision.

4) FILLING AND VACATING TEMPORARY POSITIONS:

- 1) The following sequence shall apply when additional employees are needed to perform bargaining unit work in Chemistry and Environmental Operations or Radiation Protection Sections:
 - a) Use Regular employees in other classifications headquartered at DCPD who are not normally assigned to primary outage support.
 - b) Consider other Title 200 and 300 employees
 - c) Use Outage Temporary employees.
- 2) The provisions of Section 4.1 of the Physical Agreement shall become applicable 8 days after the scheduled union outage signup. The Company will supply a query of employees that have not signed up within 3 days of the outage signup. Upon written request from the Union, the Company shall, within 5 calendar days, terminate the employment of any such employee who does not meet the provisions of Section 4.1 of the Physical Agreement as amended by this Agreement.

5) OUTAGE TEMPORARY EMPLOYEES:

- 1) Special Conditions
 - a) An Outage temporary employee is hired under the provisions of Section 106.12 except that such employee will not accrue service or gain regular status unless their employment continues uninterrupted for more than 30 days following the conclusion of the outage. In such case, the time spent working during the outage shall accrue.
 - b) An employee with rehire rights pursuant to Sections 206.13 and 306.14 who is hired shall be laid off at the conclusion of his or her outage work assignment without reference to Title 206 or 306.
- 2) Wage Rates
 - a) Outage Temporary employees may be paid at an experienced wage rate (Exhibit X) in their classification at Company discretion.
 - b) Company may provide a bonus to certain classifications to attract qualified employees. Eligibility for the bonus is contingent on the employee successfully completing his/her outage assignment. In the event the Company's needs change and the assignment is shortened, said assignment shall be considered successfully completed. In the event an employee upon mutual consent leaves their assignment early, said assignment shall be considered successfully completed.
- 3) Expenses
 - a) Per Diem: Outage Temporary Additional employees 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 the IRS per diem rates for San Luis Obispo.
 - b) Travel expenses: Outage Temporary Additional employees hired as a Decontamination Specialist or in a journeyman classification, and who qualify for per diem shall be paid each way from the employee's point of origin as follows:

i) 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 Map Quest or an equivalent program if Map Quest becomes no longer available.

ii) Employees are eligible for travel expenses at the end of their assignment if the employee leaves their assignment early upon mutual consent.

iii) Employees are not eligible for travel expenses at the end of their assignment if they:

- (a) Fail to meet the conditions of their job offer
- (b) Leave prior to the end of their assignment
- (c) Are discharged

4) Assignments

- a) Outage Temporary Additional employees may be brought in prior to the outage for their outage related training or to replace a regular employee who is attending or conducting outage related training.
- b) Outage Temporary Additional employees shall not be scheduled to work any overtime prior to the start of the outage until the PAOT list has been exhausted, except to complete outage related training.
- c) Outage Temporary Additional may work on either Unit.

6) NON-BARGAINING UNIT EMPLOYEES:

- 1) Non-unit employees may be assigned to perform bargaining work.
- 2) Such employees will continue to receive medical, dental, and vision under their regular base position.
- 3) The Union security provisions of Paragraph 3.2 shall apply.
- 4) Employees so placed may also continue to perform non-bargaining unit work on a part-time basis.

7) OVERTIME:

- 1) From the start of the outage to when the output breaker is closed regular employees working in non-covered classifications shall be provided the opportunity to work a minimum of 144 hours per pay period whenever temporary employees are used in the same classification.
- 2) Regular employees will be provided the first opportunity to work overtime, including overtime that would occur on an employee's 7th day. Overtime will not be offered or equalized if such an assignment would result in a FMR violation with or without a waiver.
- 3) The Company shall equalize 7th day overtime provided to the Outage T/As for Covered Workers by the end of the calendar year the outage is completed.
- 4) Except in situations described in Paragraph 5.4.a, if Temporary employees perform work in the plant prior to the start of the outage, the Company will provide regular employees with the opportunity to work a minimum of 54 hours per week.
- 5) 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. If the employee does not work an overtime day, it will be recorded as turndown time.
- 6) The Company will fill mandatory PAOT assignments in accordance with the Agreement and all its clarifications. The Company will make a good faith effort to accommodate the needs of employees who request to be scheduled fewer hours than the work schedules contained in this agreement. Preference will be given to those employees who make such a request at least 75 days prior to the start of the outage.

8) WORK SCHEDULE:

- 1) The following schedule shall apply to all Regular day and shift employees off shift:
 - a) Regular day employees and shift employees in the day shift pool who have a basic workday of 10 hours may be scheduled to a Section 202.17 work schedule as follows:
 - i) Day shift core hours will be either 0630-1630 or 1700 or 0730-1730 or 1800.
 - ii) Night shift core hours will either 1830-0430 or 1930-0530 with a basic workday of 10 hours.
 - b) Regular day employees and day shift pool employees may volunteer to work another workweek. This workweek may begin or end on any day of the week and will remain in effect for the entire outage.
 - c) Prior to the start of each outage, by joint Agreement between the Company and the Union, personnel in traveling classifications may be assigned to an existing shift schedule during the outage time period. Such schedule would begin when the overtime requirements of section 7.4 of this Agreement begin.
- 2) The following shall apply to all Temporary employees:
 - a) Temporary employees will have a basic workday of 10 hours and may be scheduled to a Section 202.17 work schedule as follows:
 - i) Day shift core hours will either be 0630-1630 or 0730-1730.
 - ii) Night shift core hours will either be 1830-0430 or 1930-0530.
 - b) Temporary employees may be scheduled to work any workweek of four consecutive days on and three days off. The workweek may begin or end on any day of the week and will remain in effect for the entire outage.
- 3) The following shall apply to shift employees on shift.
 - a) The Company may require four employees on swing shift and three employees on mid shift to shift workweeks and hours per Section 202.17.
 - b) The selection will be by inverse seniority.
 - c) Shift employees assigned to shift may volunteer to work the following Section 202.17 work schedule.
 - i) Day shift core hours will begin either at 0630-1630 or 0730-1730 with a basic workday of 10 hours.
 - ii) Night shift core hours 2000-0400 with a basic workday of 8 hours.
 - d) Covered workers outlined in section 3 will work 0630-1830 or 1830-0630.
- 4) 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 7 but no more than 21 days 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 21 days after the end of the outage, unless agreed to otherwise by local Company and Union representatives.
- 5) Core hour change.
 - a) Employees may be placed on Section 202.17 work hours up to 14 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.
- 6) All of the other requirements of Section 202.17 shall be followed.
- 7) 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 DCPP knowledge is not required.

8) All employees assigned to the Section 202.17 work schedule may perform routine work on either Unit.

9) PREMIUMS:

- 1) All employees whose core work hours to begin at 12:00 p.m. or later shall be paid the 3rd shift premium during the outage period.
- 2) All employees who perform work on a Sunday shall receive the Sunday premium during the outage period.
- 3) When Temporary or Agency employees are performing IBEW 1245 work, all regular employees within a comparable base classification shall be upgraded to the top step wage for their classification per Exhibit X of the IBEW Physical Agreement.

10) OUTAGE REVIEW COMMITTEE:

- 1) A subcommittee of six individuals, three appointed by each party, shall review all alleged contractual violations and submit written agreed to recommendations for settlement of the issues. This shall be completed within sixty (60) days from the conclusion of the outage. 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.