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PACIFIC GAS AND ELECTRIC COMPANY

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LA 2204

April 23, 1976

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94596

Revised: LA 79-23

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

This letter and its attachments cancel and supersede all previous materials submitted to you on the same subject.

In conjunction with the Nuclear Regulatory Commission's licensing procedure for operators at nuclear power plants, Company proposes to adopt the attached amended procedures for such licensing and to include them in Exhibit VI-B of the Agreement dated September 1, 1952, and to delete from such Agreement the text beginning on Page 9 under the heading "Notes Applicable to Lines of Progression at Humboldt Bay Power Plant" and ending on Page 11 with the end of the paragraph preceding the title "Demotion."

Pursuant to the attached procedures and in recognition of the considerable individual effort involved in obtaining and maintaining applicable licenses, Company further proposes to adopt the following schedule with nuclear premiums for qualified licensed operators:

1. Nuclear Auxiliary Operator premium - \$32.40 per biweekly pay period
2. Reactor Operator license premium - \$40.40 per biweekly pay period
3. Senior Reactor Operator license premium - \$52.50 per biweekly pay period

Effective January 1 of each year the foregoing premiums shall be increased by an amount equal to the percentage increase in the Bureau of Labor Statistics' Consumer Price Index - all cities - between November and November of each year. Following the application of the appropriate percentage increase and the rules of rounding, if the premium ends in a number other than 0 or 5 it shall be increased to the next higher five cents.

The above premiums shall be payable to eligible employees as described in the amendments to Exhibit VI-B. For employees who currently hold Reactor Operator's licenses at Humboldt Bay Power Plant, the premium shall be effective on January 1, 1976, or on such other appropriate date as described in the attachments for other employees who become eligible.

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Company considers these premiums as a wage payment under provisions of the Fair Labor Standards Act. Accordingly, the premiums must be reflected in the overtime rate of pay for employees receiving the premium. Additionally, during a period when an operator is otherwise qualified for a premium, such operator shall retain the premium during periods when the operator is off work with pay.

If you are in accord with the foregoing and the attachments and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *W. W. Bright*
Manager of Industrial Relations

The Union is in accord with the foregoing and the attachments and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

April 28, 1976

By *L. L. Mitchell*
Business Manager

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NOTES APPLICABLE TO LINES OF PROGRESSION AT
HUMBOLDT BAY AND DIABLO CANYON POWER PLANTS

I. Initial Licensing

A. Requirements

1. An employee must obtain an NRC Reactor Operator's License to operate Unit #3 at Humboldt Bay Power Plant and Units #1 and #2 at Diablo Canyon Power Plant before the employee will be considered qualified for promotion or transfer to Assistant Control Operator or higher at the above Plants.
2. The NRC licensing program necessitates a concerted training effort both by the concerned employee and the Company. This program shall be administered as outlined below.

B. NRC Reactor Operator License

1. Employees in a Nuclear Plant who have prebids on file for the Assistant Control Operator classification in such Plant shall receive training for the NRC Reactor Operator License in Service order. The number of employees in training for such a license shall be determined by Company and shall depend upon such things as the number of such licenses required at the Plant and the number of licensed Operators already at the Plant.
2. Company shall supply necessary operating experience and all needed instructional materials, including classroom instruction, and a reasonable amount of time on watch as conditions permit for instruction and study to allow those Operators who enter the program to qualify for an NRC Reactor Operator License within 18 months of assignment to such training program.
3. During the training period, Company will give examinations to determine the employee's rate of progress and shall before the conclusion of the 18-month period, and before requesting any examination by the NRC, give him an examination equivalent to the NRC examination. Should an employee fail an examination, Company shall review the results of such examination with the employee and prior to re-examination shall provide assistance and training in those areas of the employee's weaknesses. Upon completion of the employee's retraining, Company shall again examine the employee. An employee shall have up to three opportunities to pass the Company's examination. If the employee passes such examination, Company shall, as soon as practicable, request the NRC to examine the employee for an NRC Reactor Operator's examination.
4. Should an employee at Diablo Canyon Power Plant fail to pass the third Company examination, such employee shall be maintained in the Auxiliary Operator classification until he has had an opportunity to transfer to another plant within his own Division as an Auxiliary Operator under

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the applicable provisions of Subsection 205.7(a) and the Lines of Progression. If he does not avail himself of such opportunity, he shall be placed in accordance with the provisions of Sections 206.13 and 205.19 of the Physical Agreement. If no agreement can be reached between Company and Union on his placement within 90 days of the first proposal by either Company or Union, the employee shall be subject to lay-off for lack of work. If he is at Humboldt Bay Power Plant, such an employee may exercise the rights provided in Subsection 205.7(a), but must do so within a six-month period. If there is more than one employee who has failed to exercise the rights provided in the preceding sentence, the employee with the least Service shall be placed in accordance with the provisions of Sections 206.13 and 205.19 of the Physical Agreement. If no agreement can be reached between Company and Union on his placement within 90 days of the first proposal by either Company or Union, the employee shall be subject to lay-off for lack of work.

5. An Auxiliary Operator who passes the Company examination shall be given the Auxiliary Operator Nuclear premium payable in the biweekly pay period which immediately follows the period in which such Operator qualified. An Auxiliary Operator who passes the NRC examination shall then be eligible to continue to receive such premium for as long as the Operator is assigned at a Nuclear Plant and obtains and maintains the NRC Reactor Operator License for the Plant. If the Operator fails the NRC examination, such Operator shall not be qualified for the Nuclear premium.
6. An Auxiliary Operator who fails the first NRC examination shall be eligible for up to a total of three retests. The retests shall be administered in accordance with the current federal regulations (presently contained in Title 10, Code of Federal Regulations, Section 55.12). If an employee fails to obtain an NRC license after the third retest, he shall be placed in accordance with the provisions of the third paragraph of this Subsection I-B.

C. Senior Reactor Operator License

1. Company shall designate those Senior Control Operator positions at Nuclear Power Plants which require an NRC Senior Reactor Operator License. Subsequent to initial manning, Company shall fill the designated positions in the following manner:
2. Employees in a Nuclear Plant who have prebids on file for the Senior Control Operator classification in the Plant shall receive training for the NRC Senior Reactor Operator License in Service order. The number of employees in training for such a license shall be determined by Company and shall depend upon such things as the number of licenses required at the Plant and the number of licensed Operators already at the Plant. During the training period, Company will give examinations to determine the employee's rate of progress and shall before the conclusion of the 18-month period, and before requesting any examination by the NRC, give him an examination equivalent to the NRC examination. If the employee passes such examination, Company shall, as soon as practicable, request the NRC to examine the employee for an NRC Senior Reactor Operator License.

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3. Should an employee fail an examination, Company shall review the results of such examination with the employee and prior to re-examination shall provide assistance and training in those areas of the employee's weaknesses. Upon completion of the employee's retraining, Company shall again examine the employee. An employee shall have up to three opportunities to pass the Company's examination. Should an employee pass the Company examination, such employee shall be given the Senior Reactor Operator premium payable in the biweekly pay period which immediately follows the period in which such Operator qualified. An Operator who passes the NRC examination shall then be eligible to continue to receive such premium for as long as such Operator is assigned at a Nuclear Plant in a position requiring an NRC Reactor Operator License and maintains the NRC Senior Reactor Operator License. If the Operator fails the NRC examination, such Operator shall not be qualified for the Senior Reactor Operator's premium.

II. Special Licensing Provisions

A. Humboldt Bay Power Plant

1. For the purpose of the application of Title 205 of the Physical Agreement, Humboldt Bay Power Plant will be considered as two separate plants. The Senior Control Operator on each watch will exercise his responsibilities and perform his duties in both plants and, therefore, will require a Reactor Operator's License. All Relief Senior Control Operators must also be licensed. The Control Operator assigned to Unit #3 and the Relief Control Operators will be required to have a Reactor Operator's License. Any Assistant Control Operators assigned to Unit #3 must have a Reactor Operator's License. The Control Operators and Assistant Control Operators assigned to Units #1 and #2 are not required to be licensed. Auxiliary Operators are not required to be licensed whether they are assigned duties at Unit #3 or not.
2. An employee who is an Auxiliary Operator will have his pay rate advanced from one progressive wage step to the next upon the completion of the requirements for such step as provided in the Auxiliary Operator training program for fossil fuel plants without the necessity of completing six months' service in each progressive wage step. An Operator who reaches the top step in the Auxiliary Operator wage progression and who meets the requirements for entry into the Assistant Control Operator classification in a fossil fuel plant will be considered qualified to prebid a vacancy in an Assistant Control Operator classification, Units #1 and #2.
3. In order to accelerate the permanent filling of vacancies in the classification of Assistant Control Operator, Unit #3, the classification of Assistant Control Operator (Auxiliary Operator) will continue to be used. The maximum number of Assistant Control Operators (Auxiliary Operators) at any one time will be nine, less the number of Assistant Control Operators, Units #1 and #2 and less the number of Assistant Control Operators and Relief Assistant Control Operators, Unit #3.
4. Vacancies, other than temporary vacancies, in the classification of Assistant Control Operator, Unit #3 will normally be filled by the progression of employees classified as Assistant Control Operator

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(Auxiliary Operator) upon obtaining an NRC Reactor Operator's License. However, if a vacancy, other than a temporary vacancy, exists in the Assistant Control Operator, Unit #3 classification, an Operator who has obtained a Reactor Operator's License will be appointed to Assistant Control Operator, Unit #3, provided he has a prebid on such vacancy on file and has more Service than any employee classified as Assistant Control Operator (Auxiliary Operator). A change in schedule resulting from such change in status shall not require the payment of overtime.

5. Nuclear training will be offered to employees within the plant in the following order:
 - a. employees classified as Control Operator, Units #1 and #2;
 - b. Assistant Control Operators, Units #1 and #2; and
 - c. Auxiliary Operators who have completed the requirements for promotion to Assistant Control Operator, Units #1 and #2.

Such offers within each group will be in order of Service.

6. An employee who is an Auxiliary Operator and is offered and accepts entry into the nuclear training program will be reclassified to Assistant Control Operator (Auxiliary Operator) and placed in NRC Reactor Operator License training in accordance with the provisions of Subsection I-B. Upon passing the required Company examination he shall be promoted to Assistant Control Operator and be paid the wage rate for that classification and the applicable Reactor Operator license premium.
7. When an employee assigned as an Assistant Control Operator, Unit #3 is unavailable to perform his regularly assigned duties due to being 1) assigned to a training program which results in his being off watch, or 2) when such employee cannot perform all of such duties due to the application of radiation exposure limits, the performance of such duties will be accomplished by assigning employees in the following order:
 - a. by employees in the classification of Relief Operator at the Assistant Control Operator level or above, as provided in the Relief Agreement between the Company and the Union;
 - b. by an employee on the same watch who is classified as an Assistant Control Operator, Units #1 and #2 and who has a Reactor Operator's License, provided there is an employee available and qualified for upgrade to Assistant Control Operator, Units #1 and #2;

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c. by an employee who is classified as Auxiliary Operator and who has a Reactor Operator's License and who is upgraded to Assistant Control Operator; and

d. the duties of Assistant Control Operator will be divided between employees on shift who are higher than the classification of Assistant Control Operator, Unit #3 and one or more Auxiliary Operators on the basis of the qualifications to perform the assigned duties on the part of the Auxiliary Operator(s) assigned.

8. The following employees shall not be required to work in radiation areas of the plants: H. Hornbrook, L. Bruner, N. Posl, J. Roberts, and H. Taylor. Except for employees limited by health requirements, all other operating employees may be required to work in any part of Humboldt Bay Power Plant.

III. Regualification

The NRC requirement¹ for renewal of the NRC Reactor Operator and NRC Senior Reactor Operator Licenses necessitates an on-going training program including an Annual written examination. Company shall supply necessary operating experience and all needed instructional materials, including classroom instruction, and a reasonable amount of time on watch as conditions permit for instruction and study for the requalification procedure. An employee who passes the Annual requalification examination or a retest as provided in A below will not be required to take another requalification examination prior to the next Annual requalification examination and will maintain his nuclear premium entitlement.

A. Failure to Pass Requalification Examination

An Operator who fails to pass the Annual requalification examination on the first attempt will be eligible to be retested on the basis outlined below:

1. Immediately after such failure, the Operator shall be maintained for a 30-day period at the Operator's present classification and basic wage rate. Such Operator shall not be qualified for the appropriate nuclear premium until such Operator requalifies. During the 30-day period, the Operator shall be taken off the watch schedule and required to participate in an accelerated training program leading to the requalification examination. During the 30-day period, such an Operator may request retesting at any time the Operator and the Company mutually agree. At the end of the 30-day period, such an Operator must be retested.

¹The NRC requirements are included in 10CFR55 Appendix A and are incorporated herein by reference. The Company's requalification programs conform with 10CFR55 Appendix A and are delineated in certain correspondence between Company and NRC which is also incorporated herein by reference.

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2. When it becomes apparent that a licensed Operator has failed an Annual requalification examination, Company shall notify Union's Business Representative as well as the Operator involved. The Local Investigating Committee, under the Supplemental Grievance Procedure, shall immediately conduct an investigation to attempt to determine the reasons for the Operator's failure, but shall take no other action at this time.
 3. The time limits outlined above may be extended by mutual agreement between the parties due to extenuating circumstances involving either plant operations or the concerned employee.
 4. If the Operator fails again, the Operator shall be temporarily assigned to non-licensed activities and allowed another 30-day period in which to pass the requalification examination. During such second 30-day period, the Operator may be assigned to a regularly established watch schedule. At the end of the second 30-day period, the Operator must again be retested. During such second 30-day period, the Local Investigating Committee shall make recommendations to the Plant Superintendent which may include an additional extension of 30 days before the Operator must again be retested or that the Operator be demoted to Auxiliary Operator without retesting, or that Company and Union attempt to reach agreement on the removal of the Operator from the plant. If the Operator is successful, the Operator shall immediately be returned to such Operator's assigned classification with the appropriate nuclear premium. Failure of the second retest will result in his demotion. Such demotion will be made in accordance with the terms of Section 206.15 of the Agreement. If no vacancy occurs for which such demoted employee qualifies, he shall be placed in accordance with the provisions of Sections 206.13 and 205.19 of the Physical Agreement. If no agreement can be reached between Company and Union on his placement within 90 days of the first proposal by either Company or Union, the employee shall be subject to lay-off for lack of work.
 5. An Operator who has failed the initial examination for requalification and who subsequently requalifies shall be entitled to receive the appropriate premium in the biweekly pay period which immediately follows the period in which such Operator requalifies.

IV. Disqualification for Health Reasons

An Operator at a Nuclear Plant who becomes physically disqualified to be an Operator at a Nuclear Plant shall be considered for placement under the provisions of Sections 205.19 and 206.13 of the Physical Contract. (Placement of Operators under Sections 205.19 and 206.13 require agreement between the Manager of Industrial Relations and the Business Manager of Local Union No. 1245.)

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V. Assignment to a Special Training Schedule

- A. In order to provide special training for an Operator for initial NRC licensing, an Operator who is on a training assignment pursuant to II-F of the Clarification of Title 202 - Hours may be temporarily transferred from the Operator's training schedule of hours and days to a regularly established schedule as an additional Operator on the watch under the immediate direction of a licensed employee of Company in order to receive training, provided that such transfer will provide more opportunity for training than his training schedule. The foregoing shall not be used to provide additional help on a watch to meet operating needs. In the application of this Section, Company will make every reasonable effort to provide consecutive days off.
- B. In order to accomplish the above transfer with no overtime penalty pursuant to Title 208 and its clarification, notice of such transfer must be provided as early as possible, but at least prior to 1630 hours of the work day preceding the assignment.

VI. Definitions

- A. The term "a reasonable amount of time", as used above, means that amount of time which would be sufficient for the average employee to qualify provided that employee takes advantage of the time.
- B. The term "on watch as conditions permit" means there may be times such as outages, refueling or during the day shift when time is not available for study.

Assignment to a Special Training Schedule

In order to provide special training for an Operator for initial and continuing, an Operator who is on a training assignment pursuant to 11-8 of the Classification of Title 201 - Hours may be temporarily transferred from the Operator's training schedule of hours and days to a regularly established schedule as an additional Operator on the same shift under the immediate direction of a licensed employee of the Company. In order to receive training, provided that such transfer will provide an opportunity for training that his training schedule. The foregoing shall not be used to provide additional help on a watch to meet operating needs. In the application of this section, Company will make every reasonable effort to provide consecutive days off.

In order to accomplish the above transfer with no overtime penalty pursuant to Title 208 and its classification, notice of such transfer must be provided as early as possible, but at least prior to 1830 hours of the work day preceding the assignment.

Definition

The term "a reasonable amount of time", as used above, means that amount of time which would be sufficient for the average employee to qualify provided that employee takes advantage of the time.

The term "on watch as conditions permit" means there may be times when an employee, retaining or during the day shift when time is not available for duty.