

**Pacific Gas and Electric Company**

215 Market Street  
 San Francisco, CA 94106  
 415/972-7000

December 1, 1989



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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to Subsection 202.16(b) of the Physical Agreement, Diablo Canyon Power Plant proposes to establish a permanent 12-hour rotating shift schedule for Operations Department shift employees effective the first payroll period following the signature date of this agreement. This specific agreement will be in accordance with the generic 12-Hour Shift Agreement (R2-86-89-PGE) with the exception of the areas noted below:

1. SHIFT SCHEDULE

- a. Two 12-hour shifts with starting times of 0700 and 1900
- b. One 4-day/10-hour Shift during the Training week with a schedule of 0700-1700. The Control Room Assistants' hours during the Training week are normally 0700-1700. Alternate schedules of 0600-1600, 0800-1800, or 0900-1900 during the Training week may be utilized with Company approval.
- c. Monday-Sunday workweek
- d. Five-Week Cycle as follows:

	MON	TUES	WEDS	THURS	FRI	SAT	SUN	
Week 1:	0	0	0	N	N	N	N	48 Hours
Week 2:	0	0	0	0	D	D	D	36 Hours
Week 3:	0	T	T	T	T	0	0	40 Hours
Week 4:	D	D	D	D	0	0	0	48 Hours
Week 5:	N	N	N	0	0	0	0	36 Hours

- e. Alternate schedules and workweeks may be agreed upon by Company and Union.

## 2. RELIEF EMPLOYEES

Upon implementation of this agreement, all present relief employees (except the Relief Control Room Assistant) shall be permanently assigned to the crews, making each crew self-relieving.

The hours of work for the Relief Control Room Assistant can be either 0700-1500 or 1000-1800. If there is more than one Relief Control Room Assistant, at least one Relief will be assigned to each schedule. An Administrative Procedure will be developed for distributing relief assignments. The NRC guidelines restricting the use of overtime as defined in paragraph 10(c) will apply to all Control Room Assistants. Any deviations can be approved by the Operations Department Manager.

## 3. WAGES

- a. In a 48-hour week, employees will receive overtime pay at the time-and-one-half rate as described below.
- b. Four hours of overtime in a 48-hour week will be referred to as Code X overtime and will be paid at time-and-one-half the adjusted hourly rate. The adjusted hourly rate will be determined by multiplying the current hourly rate by a factor of .980392 which is determined by dividing 400 hours, the number of compensable hours in a current ten-week cycle, by 408 hours  $[4 \times (36 + 40 + 4 \times 1.5) + (2 \times 40)]$ , the number of hours of compensation an employee will receive for 400 hours worked in the new schedule. The other four hours of overtime in a 48-hour week will be considered Code 1 overtime and paid at time-and-one-half the wage rate listed in Exhibit X. All paid time off in the 48-hour week will not reduce the overtime entitlement.
- c. All hours in excess of 36 hours in the 36-hour week and 44 hours in the 48-hour week will be paid per Letter Agreement R2-86-89-PGE.

## 4. OVERTIME MEALS

For the purposes of Section 104 - Overtime Meals, when an Operator is standing a watch, the regular hours of work are the same on a non-workday as on a regular workday. If the Operator is not standing a watch, Section 104.7 may be applied for work periods that exceed 8 hours (i.e. 9 hours and 15 minutes).

## 5. HOLIDAYS

Operations Department shift employees whose shift begins on one of the six designated holidays shall be compensated therefor as provided in Title 208. All holidays will be observed on their calendar date.

Pursuant to the generic agreement, at the beginning of each year, all holidays are converted to vacation hours. At the employee's option, he may elect to be paid for these converted vacation hours. This election must be made prior to March 31 of that year.

6. SHIFT TURNOVER TIME

Shift turnover time, travel time, and overtime meal periods will not be considered as time worked for the purposes of determining the required time off as specified in Section 10(d) of this Agreement.

7. CHANGE OF HOURS FOR TRAINING

- a. Employees assigned to License Training, not to include Requal Training, may be assigned to any schedule of days and hours to facilitate simulator training and on the job training opportunities, so long as such employee shall be assigned to work periods of at least 8 hours with 2 consecutive days off during the week.
- b. Those requal individuals assigned to take NRC type requal exams may also be assigned as above for the purpose of additional simulator preparation.
- c. Employees who schedule vacation or are absent during their training shift may be transferred from their normal schedules to a training shift to make up the missed training. Schedule changes can be made for less than one weeks' duration.
- d. Entitlement for overtime as it applies to paragraphs a, b, and c, above will be pursuant to Title 208.18.

8. CHANGE OF HOURS - 202.17

The application of 202.17 for Operations Department shift employees will be expanded to include refueling outages and those periods in which the units are in modes 5 and 6. A refueling outage is defined as the point at which the output breakers are opened until the unit is paralleled to the grid. The schedules shall be determined locally between Company and Union.

9. SHIFT PREMIUM

The night shift shall receive a shift premium based on 12 hours at the third-shift premium. Sunday premium will continue to be paid at the present rate and will apply to those shifts which start on Sunday.

10. OVERTIME

- a. Pursuant to Title 212, an EOT callout will be made as follows:
  1. Call in the shift employee who is on his days off and has signed the voluntary sign-up list.
  2. Call in anyone else giving preference to the shift employee on his non-workday who has signed the annual EOT voluntary sign-up list. No penalty will be invoked if an error is made on this callout.
- b. Pursuant to Title 208, PAOT will be scheduled first on a voluntary basis and then on a mandatory basis as follows:
  1. Schedule the shift employee who is on his 7-day off period if available.
  2. Schedule the shift employee who is on his 4-day off period if available.
  3. Schedule the shift employee who is on his 3-day off period if available.
  4. Schedule the shift employee who is on his 2-day off period if available.
- c. Per the NRC guidelines that restrict overtime, an employee may be bypassed for overtime if he will work more than 16 hours in any 24-hour period, 24 hours in any 48-hour period, or more than 72 hours in any seven-day period.

Employees may be bypassed for all overtime assignments from 12 hours prior to the start of any regular 12 hour workday and until 12 hours after the completion of the last regular 12 hour day in a scheduled workweek.
- d. An employee who worked more than 12 hours in a workday and is normally scheduled to work the following day, shall report for work after having 12 hours off between work periods.
- e. A person called to replace an absent employee on shift may be required to report. The EOT list will be utilized first.
- f. Emergency overtime may be scheduled in time increments of 12 hours when coinciding with an existing shift and up to 16 hours when scheduled apart from a shift. Prearranged overtime may also be scheduled in specific time increments.

11. SPECIAL PROJECTS

Employees may be assigned to different schedules for special projects. No more than two employees per watch may be assigned to a special project. Assignments will be made on a volunteer basis. If there are no volunteers, the most junior person (30-month Auxiliary Operator or above) can be assigned the project.

Assignments will be rotated at intervals no greater than six months to different employees.

If required, the resulting vacancy on the watch may be filled by an employee on another watch on a volunteer basis.

12. TERM

This agreement will continue in force until such time either party gives the other 60 days notice of cancellation.

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 AND ELECTRIC COMPANY

By Richard B. Bradford/cfr  
Manager of Industrial Relations

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

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

Jan 19, 19<sup>90</sup>~~89~~

By Joe McKinley  
Business Manager

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