

NO. 97-133-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 2850 SHADELANDS DRIVE, SUITE 100 WALNUT CREEK, CALIFORNIA 94598 (510) 974-4282 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (510) 933-6060

MEL BRADLEY, MANAGER OR DAVID J. BERGMAN, CHIEF NEGOTIATOR JACK MCNALLY, BUSINESS MANAGER

October 23, 1997

Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P. O. Box 4790 Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Dear Mr. McNally:

Company proposes pursuant to Section 202.19, that each geothermal unit at the Geysers Power Plant be established as a "Headquarters" for the Operations Department and all Power Plant Operators will report directly to their respective headquarters. This change is intended to enable our facility to successfully meet the challenges that we will face in the new era of utility restructuring.

This agreement shall not change the meaning of "headquarters" within Sections 205 and 206. For purposes of Sections 205 and 206, the East Geysers will still be considered as the "Headquarters." For purposes of this Letter of Agreement, however, "Headquarters" will refer only to the Unit where an employee will be required to report on a daily basis.

IMPLEMENTATION

This Letter of Agreement will be implemented as follows:

Initial "Headquarters" assignments will be decided by each crew. There will be twelve (12) "headquarters" for the Geysers as stated:

Units 5/6 Units 7/8 Units 9/10 Unit 11
Unit 12 Unit 13 Unit 14 Unit 16
Unit 17 Unit 18 Unit 20 Geysers Admin

TEMPORARY ASSIGNMENTS

Temporary assignments will be made in accordance with Titles 201 and 202 of the Agreement.

CHANGE IN HEADQUARTERS/CREW

Voluntary "swaps" will be allowed between Operators if approved by the Operating Foreman.

COMMUTING

The Geysers' Commute Agreement (LA 86-19) will remain unaltered except as specified as follows:

Operators will have the option of electing a "personal car usage" option. Under this option, the Operators will be allocated "commute dollars" to be distributed in one of the following methods:

- 1). Twelve (12) equal monthly payments of three hundred and fifteen (\$315.00) dollars, **or**;
- 2). A lump sum payment of three thousand, eight hundred and eighty (\$3880.00) dollars to be paid at the end of the year, **or**;
 - 3). A monthly per diem of one hundred (\$100.00) dollars with an annual lump sum payment of twenty-six hundred and eighty (\$2680.00) dollars to be paid at the end of the year, **or**;
- 4). Employees may elect to remain under the current Geysers Commute Agreement and report to their "headquarters".

Employees electing to remain participants in the Geysers Commute Vehicle will be allowed two person carpools. These two person carpools will be provided vehicles comparable to compacts. As long as supplied vehicles are safe to operate, mileage and age shall not be factors in vehicle replacements.

**Note Employees may elect to change options mid-stream with the understanding prorated adjustments will be made accordingly.

Employees will use Company vehicles for business trips between units. Circumstances in which employees may be asked, on a voluntary basis, to utilize their personal vehicles for business trips between Units, will receive an allowance of \$5.00 per day if their vehicle is utilized.

Employees will follow same expectations for snow days as currently followed.

Company and Union will enter into this Agreement on a 12-month trial basis. During the 12 months, Company/Union will monitor the process.

The Company will review exposure, parking location, number of personal vehicles and provide necessary protection for personal vehicles (including but not limited to Company provided car covers and covered parking). Any claim for fall-out damage will be processed in accordance with Company procedures.

EXISTING LETTERS OF AGREEMENT

Existing Letter of Agreements previously established for the Operations department at the Geysers Power Plant will remain intact unless otherwise changed in this Agreement.

Labor Agreement Sections 208, 212, and vacation sign-up are not modified by this Agreement; however, as outlined by attached exhibit's "A" and "B," one Prearranged Overtime (POT) and one Emergency Overtime (EOT) sign-up list per crew will be maintained. Each list will include both Power Plant Operators and Senior Power Plant Operators and will be utilized for purposes of filling overtime requirements, excluding overtime requirements for the Senior Power Plant Operator (SPPO) desk at the Geysers Administration Center and/or for Working Foreman assignments. Such overtime will be charged to SPPOs on the appropriate list.

The local joint committee consisting of both Management and Bargaining Unit employees met on several occasions to discuss the items listed above, in connection with placing Power Plant Operators in Station.

The committee will remain standing during the 12 month trial period of this Agreement and will attempt to resolve any issues that should arise and continue discussions for additional options.

Either the Company or the Union may cancel this agreement with thirty (30) days written notice.

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

Chief Negotiator

Business Manager

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EXHIBIT "A"

PRE-ARRANGED OVERTIME

For purposes of filling Unit assignments, the Power Plant Operators and the Senior Power Plant Operators will be considered as one and the same on a combined Prearranged Overtime list.

EXHIBIT "B"

EMERGENCY OVERTIME

Modify the Geysers 12 Hour Shift Agreement (LA 88-38) to reflect a change to the emergency call-out procedures.

The changes apply to the Geysers' Power Plant Operations Department only.

In order to have a call-out procedure which allows use of all volunteers before asking non-volunteers to work an emergency overtime assignment:

- 1. Call the employee who is on his/her long change and has signed the list (the employee who has the least amount of accumulated hours worked will be called).
- 2. Call the employee who is on his/her three days off and has signed the list (the employee who has the least amount of accumulated hours worked will be called).
- 3. Call the employee who is on his/her one day off and has signed the list (the employee who has the least amount of accumulated hours worked will be called).
- 4. Call the Employee who is on his/her long change and has not signed the list (the employee who has the most days off on his/her non-workdays will be called).
- 5. Call in the shift employee on his/her non-workdays who is scheduled to return to work on the same shift that is vacant
- 6. Call in the shift employee on his/her non-workdays who previously worked the same shift that is vacant
- Assign the employee who worked the previous shift while attempting the callout of another employee

Every effort will be made to minimize the occurrence of an employee working in excess of sixteen (16) hours and in no instance will an employee be required to work in excess of twenty-four (24) hours.