



LETTER AGREEMENT NO. 98-73-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

August 13, 1998

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:

This proposed Letter Agreement which pertains to the Chemistry and Radiation Shift Technician shift schedule at the Diablo Canyon Nuclear Power Plant Cancels and supersedes Letter Agreement 91-156-PGE. This proposal is in accordance with Subsection 202.16(b) of the Physical Agreement.

CHEMICAL AND RADIATION PROTECTION SHIFT AGREEMENT

I Each shift quarter will commence at 2400 hours, the day ending the pay period prior to the start of classes for each school quarter at California Polytechnic State University, San Luis Obispo or in the absence of a California Polytechnic State University quarterly schedule another locally agreed to quarterly schedule.

II Shift Workweeks:

A. The shift workweek schedule for the shift positions on eight hour days shall be as follows:

	SU	MO	TU	WE	TH	FR	SA	@@	MO	TU	WE	TH	\$\$	SA
								SU					FR	
Workweek 0	O	X	X	X	X	X	O	O	X	X	X	X	X	O
Workweek 1	X	X	X	X	X	X	O	O	O	O	X	X	X	X
Workweek 1A	O	O	O	X	X	X	X	X	X	X	X	X	X	O
Workweek 2	O	X	X	X	X	X	X	X	X	X	X	O	O	O
Workweek 2A	X	X	X	X	O	O	O	O	X	X	X	X	X	X
Workweek 3	X	X	X	X	X	O	O	X	X	X	X	X	O	O
Workweek 3A	O	O	X	X	X	X	X	O	O	X	X	X	X	X

@@ First day of pay period.
\$\$ Pay day.

B. The shift workweek schedule for the shift positions on ten hour days shall be as follows:

	SU	MO	TU	WE	TH	FR	SA	@@ SU	MO	TU	WE	TH	\$\$ FR	SA
Workweek 4	O	O	O	X	X	X	X	O	O	O	X	X	X	X
Workweek 4A	X	X	X	X	O	O	O	X	X	X	X	O	O	O
Workweek 5	O	X	X	X	X	O	O	O	X	X	X	X	O	O
Workweek 5A	O	O	X	X	X	X	O	O	O	X	X	X	X	O
Workweek 6	X	X	X	X	O	O	O	O	O	O	X	X	X	X
Workweek 6A	O	O	O	X	X	X	X	X	X	X	X	O	O	O
Workweek 7	O	X	X	X	X	X	X	X	X	O	O	O	O	O
Workweek 7A	X	X	O	O	O	O	O	O	X	X	X	X	X	X
Workweek 8	X	X	X	X	X	X	O	O	O	O	O	O	X	X
Workweek 8A	O	O	O	O	O	X	X	X	X	X	X	X	X	O
Workweek 9	X	O	O	X	X	X	O	O	O	O	X	X	X	X
Workweek 9A	O	O	O	X	X	X	X	X	O	O	X	X	X	O
Workweek 10	O	X	X	X	O	O	X	X	X	X	X	O	O	O
Workweek 10A	X	X	X	X	O	O	O	O	X	X	X	O	O	X

@@ First day of pay period.

\$\$ Pay day.

III. Shift Positions.

A. Technical Specification Required ANSI Shift Positions:

1. These ANSI shift positions (a maximum of six positions; two per shift) shall be filled only by fully qualified Chemical and Radiation Protection Technicians.

B. Additional Shift Positions: The technicians assigned to these positions must be qualified for the assignment.

1. No more than 17 Technicians will be assigned to back-shifts (Excluding the six Technicians under III.A.1. herein.) unless agreed to locally by the Company and Union.
2. No more than 8 Technicians will be assigned to day-shift shift positions (Excluding the six Technicians under III.A.1. herein.) unless agreed to locally by the Company and the Union.

C. Technicians not on shift.

1. Additional Relief Technician positions may be offered on the shift sign up list. The Technicians choosing these positions have the choice of being a Relief Technician or a Technician not on shift. If they choose to be a Relief Technician the position would be considered unavailable for filling permanent shift vacancies in accordance with Section VIII.
2. Shift Technicians, not assigned to a shift position (positions described under III.A.1. and III.B.1. & 2.) may (with the Company's agreement) volunteer to work any of the shift workweek schedules or a Relief Technician position. If a technician volunteers and works a shift workweek or Relief Technician position other than those described in Section III.A. & B. or Section VII.A.1 he or she will be considered available to fill vacant shift positions in accordance with Section VIII.

D. Technicians volunteering to change shift.

1. A Shift Technician assigned to a shift position (positions described under III.A.1. and III.B.1. & 2.) may (with the Company's agreement) volunteer for another shift position or Relief Technician position. The technician seeking the change is responsible for finding a volunteer to take his or her present position, if the Company plans to fill that position. This section shall not be construed to prevent anyone from bidding permanently into any position.

IV. Work Hours.

- A. Eight hour shifts will be defined as follows: Days, 0800-1600; Swings, 1600-2400; and Mids 2400-0800 unless agreed to locally by the Company and Union.
- B. Ten hour shifts will be defined as follows: Days, 0630-1630; Swings, 1600-0200; and Mids 2200-0800 unless agreed to locally by the Company and Union.

V. Shift Selection.

- A. On an annual basis, the Company and Union shall meet locally to agree on the combination of workweeks to be used to fill the shift positions on the Shift Schedule for the following year. This meeting should take place by June 1st. each year.
- B. If the Company and Union fail to agree on the combination of workweeks to be used, then shift positions shall be filled using workweeks 0, 1, 1A, 2, and 2A.
- C. The Company should post the shift sign up list by July 1st. by shift and workweek.
- D. These positions shall be filled in order of seniority with each technician making a single selection per round by quarter, shift, and workweek. The list will continue to be routed until all positions are filled.

VI. Shift Change.

- A. In the event a Technician selects a mid-shift, immediately following a swing-shift and these selections have neither the final day of the swing-shift nor the first day of the mid-shift as non-workdays then:

Note: Section (1) below may only be used when the resulting double shift will not violate a Technical Specification.

1. The Technician may elect to work the two consecutive shifts on eight hour shifts or work until 0630 on ten hour shifts.
2. The Technician may use a floater or vacation day on the last day of swing-shift or the first day of mid-shift.
3. The Technician's first non-workday of the new mid-shift shall be moved to the first day of the new mid-shift, this shall be without overtime pay, and he or she will work on of his or her next non-workday.

VII. Relief Positions.

A. Relief C&RP Technician Position.

1. Two relief positions shall be filled by qualified shift technicians. If these Relief positions cannot be filled pursuant to Section 205 of the Physical Agreement, then the assignment will be posted for selection on the annual shift sign-up list. If either of these two Relief positions comes open permanently during the year, it will be filled in accordance with Section VIII.
2. The relief workweeks will be agreed to between the Technician and the Company. If agreement cannot be reached, then relief Technicians will be assigned to workweek 0 or 5A on days.
3. For the purpose of this agreement: When 10 hour shifts are being worked on day-shift and back-shift a mid-shift vacancy may be filled from 0200 to 0630 provided that the Technician filling the vacancy works 10 hours on an adjacent shift unless agreed to otherwise, locally by the Company and Union..
4. For the purpose of this agreement: When 10 hour shifts are being worked on day-shift and back-shift a swing-shift vacancy may be filled by holding a day-shift Technician over until 1900 when mid-shift is working 10's, and until 2000 when mid-shift is working 8's and bringing in a mid-shift Technician at 1900 if mid-shift is working 10's, and 2000 if mid-shift is working 8's unless agreed to otherwise, locally by the Company and Union..
5. When the Company chooses to fill a C&RP Technician shift vacancy it shall do so in accordance with the relief clarification following the guidance of this agreement and the local PAOT agreement.

VIII. Filling Shift Vacancies.

- A. To fill permanent vacancies in a shift position, relief technician position, or to balance the manpower on day shift for the quarter in Chemistry or Radiation Protection the Company will use the following priority.
1. The senior authorized and qualified Technician volunteer on 5&2 day shift.
 2. The senior authorized and qualified Technician volunteer on shift, provided that the volunteer can find someone to take his or her vacant shift position and the Company agrees to the switch.
 3. The least senior authorized and qualified Technician on a 5&2 day shift.

IX. ANSI Qualifications.

- A. The time accrued in the specific disciplines of Chemistry or Radiation Protection shall count toward that disciplines ANSI qualifications. Time accrued in the ANSI shift positions shall be accounted as 50 percent toward each discipline.

X. Technician Discipline Assignment.

- A. After the shift and workweek selections have been completed, qualified technicians may volunteer, by seniority, for general assignments of Chemistry or Radiation Protection (with Company approval).
- B. Technicians shall spend at least one quarter per calendar year in each discipline.

XI. Traveling Positions.

- A. The Company shall maintain Traveling Chemical and Radiation Protection Technician head count at least 19% of the Total Technician head count.

XII. Emergency hours.

- A. Shift Technicians may be rescheduled to work other than their regular work hours and workweeks in accordance with the provisions of Section 202.17 of the Physical Agreement and it's clarifications.
- B. Section 202.17 may be applied only when the work to be performed falls within one of the categories listed in sub-paragraphs (a).(1), (a).(2), (a).(3), or (a).(4) of the section and during a refueling outage or overhaul of either or both units.

XIII. A local Union and Company committee will be established to resolve questions and problems that arise over the Shift Agreement in an expeditious manner.

XIV. The shift schedule agreement is hereby determined and can only be changed by the Business Manager, Local Union 1245, IBEW, and the Manager of Industrial Relations, Pursuant to Subsection 202.16(b) of the Physical agreement.

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

By: 
Chief Negotiator

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

Sept 11, 1998

By: 
Business Manager