



LETTER AGREEMENT NO. R3-97-139-PGE

IBEW



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

10 April 1998

Pacific Gas and Electric Company
Industrial Relations Department
2850 Shadelands Drive, Suite 100
Walnut Creek, California 94598

Attention: Mr. David J. Bergman
Director and Chief Negotiator

Gentlemen:

A subcommittee of the NPG 94-53 committee was established to address issues regarding the staffing and operation of the fire brigade at the Diablo Canyon Power Plant. Specifically, increased training and qualification requirements have resulted in difficulty staffing and maintaining a traditional company fire brigade.

Therefore, the committee has developed a proposal to establish full-time fire response classifications under the jurisdiction of the IBEW, local 1245, and supplement them with employees from the current fire brigade. The new classifications will be assigned a standard fire fighter schedule of 24 hour work periods and will be lodged on the worksite.

The proposal is as follows:

1. Job Definitions and Lines of Progression

0540 Fire Captain

An employee who directs the activities of all fire and emergency responders under the direction of the plant Fire Marshal. Interfaces with offsite emergency response agencies and plant operations. Performs other administrative duties as assigned by the plant Fire Marshal. During an emergency, direct the activities of other emergency response personnel. Will conduct job related training and development, including the development of related lesson plans to present to other emergency responders and the general plant population.

Next Lower Classifications

0545 Firefighter

Same or Higher Classifications

0540 Fire Captain

Notes: (1) Job requirements

Prior to being considered a valid prebidder

- Must meet all DCPD Firefighter requirements (listed below)
- Written/Oral Test (as agreed to by the parties)
- Must have 2 years full time experience or equivalent professional or industrial fire suppression experience.

Within 1 year of job award

- Must pass C.S.T.I. Hazmat Specialist
- Must pass DCPD Fire Brigade Leadership Exam/Training

(2) The Fire Captain will direct the activities of emergency and fire responders but does not have authority to conduct formal discipline.

0545 Firefighter

An employee who responds to all fire, medical, rescue and hazardous materials emergencies. Routine duties include assisting in performing STP's (Surveillance Test Procedures), routine maintenance and operation of all emergency response equipment, fire prevention, safety inspections and testing. Routine maintenance outside the power block is limited to fire brigade, personal and safety equipment. Will conduct job related training with other emergency responders and the general plant populations. At the direction of the Fire Captain, may direct other emergency responders as requested.

Beginner's classification

Note: Requirements prior to being considered a valid transfer applicant

- Physical/Functional Test
- PG&E Pre-employment Screening

Within one year:

- Task Performance Test
- Confined space rescue
- Class B License
- Pump Operator Certification
- EMT1 / Defib
- Hazmat Industrial Tech 40 hr. (C.S.T.I.)
- Firefighter 1 Certification

*An employee that has completed the Firefighter Cert. 1 will no longer be considered in a beginning level classification

Within 2 years:

- o Hazmat Tech 160 hr. (C.S.T.I.)

2. Wages and premiums

Wages

0540 Fire Captain

Start	1070.00
End 6 Mo	1120.00
End 1 Yr	1130.00

0545 Firefighters

Start	950.00
End 6 Mo	980.00
End 1 Yr	1025.00

Premiums

Employees assigned to shift will be provided with a hourly premium equal to the Certified Fuel Handlers Premium to offset the reduction in core hours from the 24 hours schedule.

3. Work Schedule

Shift Assignments

- A. Employees will be assigned a standard firefighter work schedule that consists of a 24 hour shift period with 16 hours of on-duty paid time and 8 hours of off-duty unpaid time (Attachment A). Any hours worked outside of this schedule will be paid in accordance with Title 208 or 212, whichever is applicable.
- B. The 24 hour shift period will be from 7:00 a.m. to 7:00 a.m.; the 16 hour on-duty paid time period will be from 7:00 a.m. to 11 p.m. and the off-duty time shall be from 11 p.m. to 7:00 a.m.
- C. Employees will respond to work on an "as needed basis" during their off-duty time. On a rotating basis, one employee will be designated (based on overtime hours) to take calls during the off-duty time period.
- D. The workdays will be based on a three platoon schedule as shown in Attachment A.
- E. Employees will receive overtime at the double time rate for any work performed during their off-duty time period.

Static Assignments

- A. Employees may be assigned to a static four ten work schedule with either a Monday through Thursday or Tuesday through Friday basic workweek. The work hours shall be from 7:00 a.m. to 5 p.m.
- B. Employee may be assigned to temporarily relieve an absent employee on shift without payment of overtime. Overtime at the time and one-half rate will be paid only for hours worked in excess of 40 hours in any 7 calendar day period.
- C. Static assignments will be filled by the volunteer with the greatest Company seniority. If there are insufficient volunteers, assignments will be made in reverse order of seniority.

Miscellaneous

- A. Maintaining physical fitness is critical to carrying out fire fighting duties. Therefore, employees will be allowed one hour each workday to devote to physical training, including dressing, showering, etc. The *schedule will be determined by the Fire Captain and may be occasionally superseded by mandated fire training or emergencies.

4. Uniform, Protective Clothing and Equipment

A. Uniform

The following clothing will be provided:

1. blue jump suits
2. dark blue T-shirts
3. badge
4. dark blue all weather coat
5. uniform patches
6. dress uniform - dark blue pants
7. dress uniform - dark blue shirt
8. dark blue dress coat
9. black tie
10. collar brass
11. name tags
12. utility belt

Three complete jump suits, four T-shirts and one complete dress uniform will be provided. A replacement of two jumpsuits and four T-shirts will be provided every year or on an as needed basis as determined by the Company.

The Company will provide safety footgear of a type, style and manufacturer as appropriate.

Personnel are responsible for normal upkeep i.e., heels and soles with replacement as determined by the Fire Marshal.

B. Protective Clothing

The following will be provided:

1. fire helmet
2. nomex hood
3. turnout coat
4. turnout pants
5. turnout boots
6. gloves
7. brush coat
8. brush pants
9. brush helmet
10. goggles
11. flashlight

Personnel are responsible for normal upkeep with replacement as determined by the Company.

C. Other Equipment

1. Living Quarters

a. Company will provide on-site living quarters to include the following:

1. necessary cooking and eating utensils, food refrigeration and other housekeeping equipment.
2. necessary community linen supplies, including laundry.
3. bed linens and blankets
4. lockers
5. beds

5. Training

A. Responsibility

1. Each employee is expected to achieve and maintain the skills and qualifications necessary to safely perform the tasks associated with the job. Should a deficiency occur, the employee shall work with the Fire Captain to resolve the deficiency.
2. Each Fire Captain will ensure that training required of his/her shift is conducted within the guidelines established by the Company. Guidelines for the conduct of training, including development of lesson materials, facilities, and training schedules, will be followed.
3. Individuals serving as Instructors for the presentation of Industrial Fire Operation training will meet, at a minimum, Instructor Qualifications determined by the Company.
4. Employees shall receive instruction in each of the general subject areas identified in FSAR 9.5H on a continuing basis, with all subjects covered every 24 months. Additional training mandated by applicable Cal-OSHA standards, such as Confined Space and Hazmat training, will be provided to each member of the response team.
5. The regular hours of work of an employee on the days the employee attends training classes on or off site shall be 40 hours at the straight time rate of pay on the day shift.

6. Medical Requirements

- A. Pre-entry screening, as well as, the annual screening examinations is based on an individuals medical and physical "Fitness for Duty (FFD)"¹. The determination of FFD shall focus on:
- * Occupational History
 - * Medical History
 - * Physical Examination
- B. Company will select a Medical Examiner that will determine if a Firefighter is physically fit to perform the Fitness Standard test, using the guidelines listed below.

7. Fitness Guidelines

- A. Standard Fitness Testing Components
1. Muscular Strength (2 tests)
 2. Muscular Endurance (2 tests)
 3. Cardiovascular Endurance
 4. Flexibility
 5. Body Composition
 6. Blood Pressure
- B. Tests Used and Passing Values
1. Muscular Strength: (Recommended)
 - a. bicep pull: 100 lb.
 - b. grip strength: 100 lb. per hand
 2. Muscular Endurance:
 - a. push-ups (continuous): 35 push-ups
 - b. modified sit-ups: 35 sit-ups in 1 minute OR 50 partial curl-ups
 3. Cardiovascular Endurance:
 - a. maximal treadmill test to volitional fatigue (Bruce Protocol):
45.5 ml O₂/kg/min.
 4. Flexibility
 - a. sit & reach test: soles of feet = 14 units
 5. Body Fat
 - a. body fat testing: upper limit 20% males, 27% females

¹ Fitness for Duty (FFD) refers to the common medical definition when used in this document. Medical FFD refers to the individual's overall physical condition and his or her ability to safely perform the duties required of the Firefighter or Fire Captain position.

6. Blood Pressure

- a. standard blood pressure system: consistent measurement below 140/90 (American College of Sports Medicine regulations)

C. Task Performance Test: Performed Annually

8. Medical / Fitness Deficiency

- A. If the Medical Examiner determines that an employee can not perform their duties due to a medical or fitness deficiency, the employee will be removed from fire response duties. If the deficiency is due to a fitness component, the employee will be placed on a structured exercise program designed and supervised by the site exercise physiologist or by his/her personal physician, subject to approval by the Medical Examiner. (If the employee's personal physician is utilized, the physician must have competent knowledge of exercise physiology.) If in the Company's judgment there is insufficient light duty work available, the employee may be placed on paid sick leave if available, or unpaid leave until the employee is again qualified. If the employee is unable to qualify within a reasonable period of time, he or she will be subject to the provisions of Title 206.

9. Agreed-To-Medical Examiner (AME)

- A. If a conflict arises concerning the determination of the Medical Examiner, the parties will refer the matter to an AME, the cost of which will be shared by the parties. The decision of the AME will be final and binding.

10. Vacation / Holiday

- A. An employee's total vacation entitlement, company designated holidays and floating holidays will be converted to vacation hours. An employee taking vacation will be charged for and paid 16 hours for each scheduled work day taken off on vacation.
- B. Vacations will be scheduled by seniority within each shift per Title 111.13.
- C. Two 16-hour vacation days shall be scheduled in accordance with Title 103.3. These days can be scheduled by the employee upon 24 hours notice.
- D. Time off for funeral leave which occurs on a regularly scheduled workday will result in the employee being credited with 16 hours worked, for pay purposes.

11. Fire Brigade Augmentation

- A. Operators at DCPD may augment the Industrial Fire Operations Brigade on a voluntary basis provided they meet the following:
 1. Category 1 Fitness per the current Fire Brigade Standard.
 2. Current training requirements.

Note: Industrial Fire Operations will no longer be part of the Operator Re-qualifications Training; however, Operators may train on shift with Supervisor approval when workload permits or on voluntary PAOT when training is planned by the Fire Marshal.

- 3. For eligibility as an "Incident Commander" on a limited or as needed basis, the Licensed Operator (as delegated by the Fire Marshal per FSAR 9.5H) shall maintain annual Fire Brigade Leadership qualifications; Fire Brigade Leader must maintain category 1 or 2 fitness.

12. Oversight committee

- 1. The parties recognize that issues (particularly in the area of scheduling and living quarters) will arise during the implementation of this agreement that cannot be anticipated and addressed by the parties at this time. Therefore, the parties agree to establish an oversight committee comprised of two management representative and two union representatives. The purpose of this committee will be to identify issues and make recommendations.

- 13. The parties agree that this agreement will not directly result in an application of Title 206.


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,

IBEW LOCAL UNION 1245, INTERNATIONAL
BROTHEROOD OF ELECTRICAL WORKERS, AFL-CIO

By: 
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

By: 
Director and Chief Negotiator

4 - 15 -, 1998

1998 SHIFT CALENDAR

January

S	M	T	W	T	F	S
				1		3
4	5	6		8		10
	12	13	14	15		17
	19		21	22	23	24
25	26		28		30	31

February

1	2		4		6	
8	9	10	11		13	
15		17	18	19	20	
22		24		26	27	28

March

1		3		5		7
8	9	10		12		14
	16	17	18	19		21
	23		25	26	27	28
	30					

April

S	M	T	W	T	F	S
			1		3	4
5	6		8		10	
12	13	14	15		17	
19		21	22	23	24	
26		28		30		

May

					1	2
3		5		7		9
10	11	12		14		16
	18	19	20	21		23
	25		27	28	29	30

June

	1		3		5	6
7	8		10		12	
14	15	16	17		19	
21		23	24	25	26	
28		30				

July

S	M	T	W	T	F	S
				2	3	4
5		7		9		11
12	13	14		16		18
	20	21	22	23		25
27		29	30	31		

August

						1
	3		5		7	8
9	10		12		14	
16	17	18	19	20	21	
23		25	26	27	28	
30						

September

		1		3	4	5
6		8		10		12
13	14	15		17		19
	21	22	23	24		26
	28		30			

October

S	M	T	W	T	F	S
				1	2	3
	5		7		9	10
11	12		14		16	
18	19	20	21		23	
25		27	28	29	30	31

November

1		3		5	6	7
8		10		12		14
15	16	17		19		21
	23	24	25	26		28
	30					

December

		2	3	4	5	
	7		9		11	12
13	14		16		18	
20	21	22	23		25	
27		29	30	31		

A

B

C