



LETTER AGREEMENT NO. 19-09-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
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WALNUT CREEK, CA 94598
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MATTHEW LEVY
DIRECTOR

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
707.452.2700
TOM DALZELL
BUSINESS MANAGER

April 25, 2019

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

This Letter of Agreement (L/A) cancels and supersedes L/A R1-16-20-PGE. The Company proposes the following terms and conditions to establish a second (2nd) shift in the Maintenance Department of Diablo Canyon Power Plant for the Mechanical Maintenance (MM) and Electrical Maintenance (EM) disciplines. This revision amends the 2nd shift hours for EM to coincide with the existing hours for MM.

- 1) **Staffing size** - A maximum of eight (8) employees may be assigned to the MM 2nd shift and a maximum of eight (8) employees may be assigned to the EM 2nd shift. The Company may choose to have less than eight in either discipline. Volunteers, in addition to the assigned personnel in either discipline, may be added by local agreement between the Company and the Union. All employees assigned to the 2nd shift will be considered "day employees" (not Shift or Service employees) working under this Agreement.
- 2) **Schedule and classifications:** The work week for 2nd shift personnel shall be a straight four-ten schedule Monday through Thursday, with a one-half hour paid lunch period. The hours will be 1600-0200.
 - a) The Company will determine the classification make up of each roster from the following journeymen classifications:

MM – Subforeman, Machinist, Mechanic - Rigger, Welder
EM – Subforeman, Electrical Technician, Electrician
- 3) **Establishing and maintaining 2nd shift:** The staffing of the 2nd shift shall be established and maintained per the following steps for each respective department (MM and EM). Incumbent journeymen in both MM and EM who were hired prior to August 30, 2018, shall remain on their current shift and not be forced to any shift. Department employees hired between August 30, 2018, and the signing of this Agreement, including apprentices, may be assigned to the 2nd shift. All employees assigned to the 2nd shift may change their shifts per the following guidelines:
 - a) **New Journeyman:** The Company may require a newly added journeyman to work on day shift up to 12 months for training and to obtain required qualifications. A "newly added journeyman" is one who is acquired by demotion (Title 206), bidding (Title 205), including becoming a journeyman after completion of an apprenticeship, or newly hired off the street. After this training period, these journeymen shall be assigned as follows:

- i. If there are eight journeymen on 2nd shift in the respective department: First, the incumbent journeymen in the same classification will be asked, in order of Company seniority, if they would like to return to day shift. If an incumbent chooses to return to days, the newly added journeyman will be placed on the 2nd shift. If no incumbents choose to return to days, the newly added journeyman will be assigned to days.
 - ii. If there are less than eight journeymen on 2nd shift in the respective department: The Company may, (1) choose to assign the new journeyman to the 2nd shift and increase the headcount to no greater than eight, or (2) assign the new journeyman per (i) above if the population is to remain at its current headcount.
 - b) **Permanent vacancy on 2nd shift:** If a permanent vacancy occurs on 2nd shift and the Company chooses to fill it, it shall first be offered to day shift employees by Company seniority in the same classification. If there are no volunteers, then the 2nd shift vacancy shall be filled in accordance with Title 205 (Bid Process).
 - c) **Permanent vacancy on days:** If a permanent journeyman vacancy (e.g., retirement, bid-out, terminate, resign, etc.) of any classification occurs on days, the 2nd shift employees in the same classification shall be offered the vacant position in order of Company seniority first. Any employee accepting this offer shall report to day shift prior to the beginning of any hiring process either internal or external. If there are no volunteers, then the day shift vacancy shall be filled in accordance with Title 205 (Bid Process).
 - d) **Temporary vacancy on 2nd shift:** If a temporary vacancy occurs on the 2nd shift and the Company chooses to fill it, it shall be filled through Section 208.16, Prearranged Overtime (PAOT), or Title 212, Emergency Overtime (EOT), of the contract.
 - e) **Trades:** 2nd shift employees and day-shift employees may be allowed to trade shifts as follows:
 - i. With greater than thirty days' notice, and at no cost to the Company, a temporary trade between like classifications for a specific requested period, or a permanent trade, may be authorized.
 - ii. With less than thirty days' notice, trades may be approved at the Company's discretion.
- 4) **Shift Premium:** All employees assigned permanently to the 2nd shift shall receive the 2nd shift premium.
- 5) **Overtime:** Section 208.16 and Title 212 of the contract apply to day and 2nd shifts equally.
- 6) **Vacation:** Title 111 of the contract applies to day and 2nd shifts equally.
- 7) **Training:** No apprentices shall be assigned to the 2nd shift except for training that cannot be received on the first shift per Title 202. 2nd shift employees shall attend training outside their normal work hours as follows:
 - a) Employees who have been notified two (2) weeks in advance of a training start date:
 - i. If the training duration is one workday or less, the employee may opt to be assigned to a day schedule for the entire week or attend the training on overtime.
 - ii. If the training duration is greater than one workday, the employee may opt to be assigned to a day schedule for the entire workweek.
 - b) Employees who have not been notified two (2) weeks in advance of a training start date, shall not be required to change their work schedule to attend such training on straight time.

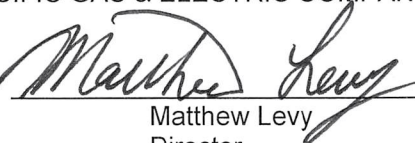
- 8) **Outage:** 2nd shift employees whose schedule changes for the outage shall receive shift change pay per L/A R1-07-54 and Section 202.17. The Company may require swing shift employees to remain on swing shift during outages.
- 9) **Maintenance Outage Window (MOWs):** 2nd shift employees who volunteer, are eligible (low hours PAOT), and are selected for a MOW, shall be assigned to one of the normal MOW crew schedules (e.g., Days 0630-1900 or Nights 1830-0630) and paid overtime outside their core hours. 2nd shift employees not assigned to one of the normal MOW crew schedules will not be forced to extend their regularly scheduled shift to work overtime to supplement a nightshift MOW crew.
- 10) **Cancellation:** This agreement may be cancelled by either party by giving sixty (60) days' notice.

This proposal has been discussed with Business Representative Patrick Duffy.

If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company.

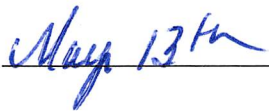
Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: 
 Matthew Levy
 Director

The Union is in agreement.

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

 , 2019

By: 
 Tom Dalzell
 Business Manager