



LETTER AGREEMENT NO. 10-02-PGE



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

January 13, 2010

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:

In September 2009, the Company and Union met to discuss the Shift Control Technician Shift Schedule contained in Letter Agreement R2-86-14-PGE.

As a result of those discussions, the following proposal is submitted for consideration. This proposal shall apply to Shift Control Technicians and Relief Shift Control Technicians at Diablo Canyon Power Plant and if agreed to, will cancel and supersede Letter Agreement 86-14.

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1. SCOPE:

This agreement applies to Shift Control Technician work schedules and shift relief at Diablo Canyon Power Plant (DCPP).

2. DEFINITIONS:

- SCT - An employee whose job classification is Shift Control Technician as defined in the Physical Agreement.
- RSCT - An employee whose job classification is Relief Shift Control Technician as defined in the Physical Agreement.
- Shift - A period of time a SCT or RSCT can be scheduled to work regular hours as described in the "Work Schedules" section of this document.
- Shift Schedule – The schedule of SCT work hours, workdays, and quarters.
- Shift Schedule Position - A position on the Shift Schedule determined by work hours, workweek, and quarter.
- Shift Schedule Position Selection List - A list of SCTs which determines the order of Shift Schedule Position Selections.
- Vacant Shift - A shift where the SCT normally assigned is not available to work such shift.
- Shift Schedule Position Relief - A work assignment to fill a Vacant Shift.
- Company Seniority – Service as defined in section 106.3 of the Physical Agreement.
- Alternate Work Schedule - A work schedule not consisting of 8 hour regular workdays.
- Process Administrator - An employee who is an IBEW Local 1245 union steward and regularly assigned to the SCT classification.

3. WORK SCHEDULES

The following work schedules shall apply to SCTs and RSCTs at DCP:

1) Work Hours:

a) 8 Hour Schedule:

- (1) Day shift: 0800 -1600
- (2) Swing Shift: 1600 – 0000
- (3) Mid Shift: 0000 – 0800
- (4) Relief Shift: 0800 – 1600
- (5) Day Pool Shift: 0630 – 1630

b) Alternate 10 Hour Schedule

- (1) Day Shift: 0630 -1630
- (2) Swing Shift: 1600 – 0200
- (3) Mid Shift: 2200 – 0800
- (4) Relief Shift: 0800 – 1600
- (5) Day Pool Shift: 0630 – 1630

2) Workweek:

The regular workweek for all SCTs on Day Pool Shift shall be same as the majority of Traveling Control Technicians (TCT) and Control Technicians (CT) headquartered at DCP.

In the event an alternate schedule is cancelled by either the Company or the Union for the majority of TCTs and CTs headquartered at DCP, the Company shall have the option to cancel any SCT alternate Shift Schedule.

The regular workweek for all RSCTs and SCTs in a Relief Shift Schedule Position shall be Monday through Friday.

For SCTs not in a Day Pool Shift Schedule Position or Relief Shift Schedule Position, one half of the SCTs on a shift shall work one workweek schedule and the other half of the SCTs on the same shift shall work the other workweek schedule, depending on whether an 8 or 10 work hour schedule, as described below:

a) 8 Hour Schedule:

- (1) Sunday – Thursday
- (2) Tuesday – Saturday

b) Alternate 10 Hour Schedule:

- (1) Wednesday – Saturday (Wednesday Mid Shift starts at 22:00 on Tuesday)
- (2) Sunday – Wednesday (Sunday Mid Shift starts at 22:00 on Saturday)

3) Quarter schedule:

a) 8 hour schedule:

- (1) First Quarter: 00:00 on the first Sunday in January until 00:00 on the first Sunday in April.
- (2) Second Quarter: 00:00 on the first Sunday in April until 00:00 on the first Sunday in July.
- (3) Third Quarter: 00:00 on the first Sunday in July until 00:00 on the first Sunday in October.
- (4) Fourth Quarter: 00:00 on the first Sunday in October until 00:00 on the first Sunday in January.

b) Alternate 10 hour schedule:

- (1) First Quarter: 22:00 on the Saturday before the first Sunday in January until 22:00 on the Saturday before the first Sunday in April.
- (2) Second Quarter: 22:00 on the Saturday before the first Sunday in April until 22:00 on the Saturday before the first Sunday in July.
- (3) Third Quarter: 22:00 on the Saturday before the first Sunday in July until 22:00 on the Saturday before the first Sunday in October.
- (4) Fourth Quarter: 22:00 on the Saturday before the first Sunday in October until 22:00 on the Saturday before the first Sunday in January.

4. ANNUAL WORK SCHEDULE VOTE

- 1) Each year, in May, SCTs shall vote to determine the SCT Work Hours schedule for the following year. A three quarters majority is required to change the SCT Work Hours schedule from the current year Work Hours schedule to a different Work Hours schedule for the following year. The option to work a 10 hour schedule shall only be available if the majority of CTs headquartered at DCPD are working an alternate work schedule.

5. ANNUAL SHIFT SCHEDULE POSITION SELECTION

- 1) Shift Schedule Positions shall be filled each year using the Shift Schedule Position Selection List.
- 2) The Shift Schedule Position Selection List shall initially be populated using the Shift Schedule Position Selection List established from the most recent Shift Schedule Position selections made under the previous Shift Agreement, with the Shift Schedule Position Selection List rotated as described in this section.
- 3) The Shift Schedule Position Selection List positions shall be rotated each year prior to shift selection for the following year by moving the first three SCTs to select Shift Schedule Positions for the current year to the end of the Shift Schedule Position Selection List for the next year. Should one or more SCT vacancies occur during the year among the three SCTs to be rotated to the end of the Shift Schedule Position Selection List for the next year, only the remaining SCTs of the original three shall be rotated.
- 4) Any newly added individuals to the Shift Schedule Position Selection List shall be placed at the end of the list, after the annual list rotation is completed as described in this section.
- 5) Anyone placed in the SCT classification at DCPD from January through May shall be placed in the Annual Shift Schedule Position Selection process in June of the current year. Anyone placed in the SCT classification at DCPD from June through December shall be placed in the Annual Shift Schedule Position Selection process in June of the following year.
- 6) A SCT shall only be required to work in a non Day Pool Shift Schedule Position after they have at least 6 months of in the SCT classification. A SCT may volunteer, subject to management approval, to work in a non Day Pool Shift Schedule Position before obtaining 6 months in the SCT classification. This stipulation shall not preclude a SCT from overtime opportunities other than Shift Schedule Position Relief.
- 7) Shift Schedule Position Selections for the following year shall commence on the first Tuesday of June of each year.
- 8) The SCT at the beginning of the Shift Schedule Position Selection List shall make one selection from the available Shift Schedule Positions. Once a Shift Schedule Position is selected, it is unavailable for subsequent selection. Then the next SCT on the Shift Schedule Position Selection List shall make one selection of the available Schedule Positions. When the end of the Shift Schedule Position Selection List is reached, the selections shall continue from the start of the list. The Shift Schedule Position Selection process shall iterate through the Shift Schedule Position Selection List in this manner until there are no Shift Schedule Positions available.

- 9) The first SCT on the Shift Schedule Position Selection List shall have a maximum of the next two regular workdays the SCT is at work an entire shift from the start of the annual Shift Schedule Position selection to make a selection. When a Shift Schedule Position selection is made, the next SCT on the Shift Schedule Position Selection List shall have a maximum of the next two regular workdays the SCT is at work an entire shift to make a Shift Schedule Position selection. In the event a SCT does not make a Shift Schedule Position selection within the two regular workdays the SCT is at work an entire shift, the SCT shall forfeit that Shift Schedule Position selection turn.
- 10) If an SCT who is on the Shift Schedule Position Selection List is going to have scheduled absence for a period of greater than 3 weeks during the Annual Shift Schedule Position Selection process, the SCT shall provide to the Process Administrator either a list of prioritized Shift Schedule Position selections or a means of being contacted in order to select Shift Schedule Positions. In the event a SCT does not provide either of aforementioned items or is not available for contact, the SCT shall forfeit that Shift Schedule Position selection turn.
- 11) Once a Shift Schedule Position selection is made, the SCT who made the selection may change the selection until the next SCT on the Shift Schedule Position Selection List makes a selection.
- 12) Any Shift Schedule Position selection changes after the next SCT has made a selection shall be done on the next selection turn of the SCT desiring the change and shall count as a selection turn.

6. SCHEDULE POSITION STAFFING

- 1) There shall always be at least 2 SCTs on duty 24 hours a day, 7 days a week.
- 2) Each quarter, there shall be four Day Shift Schedule Positions, four Swing Shift Schedule Positions, four Mid Shift Schedule Positions, and five Relief Shift Schedule Positions. All remaining Shift Schedule Positions shall be Day Pool Shift.
- 3) The minimum number of SCTs headquartered at DCPD shall be twice the number of SCTs assigned to Day Shift, Swing Shift, Mid Shift, and Relief Shift Schedule Positions plus one.
- 4) Until the total number of SCTs headquartered at DCPD is above twice the number of SCTs assigned to Day Shift, Swing Shift, Mid Shift, and Relief Shift Schedule Positions plus one, no CT, TCT or equivalent classification positions shall be filled at DCPD.
- 5) The existing RSCTs shall be assigned to Relief Shift Schedule Positions for the entire year. The terms of the Relief Agreement (LOA 81-103) shall apply to all RSCTs.
- 6) In the event any RSCT classification is permanently vacated, such vacancy shall not be filled.

7. SCHEDULE POSITION RELIEF

- 1) When a Vacant Shift must be filled, Shift Relief for any SCT on Day Shift, Swing Shift, or Mid Shift shall be performed by a person in a Relief Shift Schedule Position for the active quarter or by using SCTs from the prearranged overtime list.
- 2) Shift Relief assignments shall be offered in ascending order from the person in a Relief Shift Schedule Position for the active quarter who has worked and refused the least amount of Shift Schedule Position Reliefs in the active quarter to the person in a Relief Shift Schedule Position for the active quarter who has the most Shift Schedule Position Relief assignments worked and refused in the active quarter.
- 3) In the event there are no volunteers for a Shift Schedule Position Relief assignment, the available person in a Relief Shift Schedule Position for the active quarter with the least amount of Shift Schedule Position Relief assignments worked (excluding refused assignments) in the active quarter shall be required to work the Vacant Shift.
- 4) If the Shift Relief assignments worked count is equal amongst anyone in the Relief Shift Schedule Positions for the active quarter, Company Seniority shall determine the order of Shift Schedule Position Relief assignments, with the person with the most Company Seniority offered any Shift Relief assignment first and involuntarily assigned any Shift Schedule Position Relief last.
- 5) In the event an employee who is in a Relief Shift Schedule Position for the active quarter declines a Schedule Position Relief assignment, the declined assignment shall count as one Shift Schedule Position Relief assignment refused for the employee who declined the Shift Schedule Position Relief assignment.
- 6) If 4 or more hours are worked on a Shift Schedule Position Relief assignment, the shift shall count as one Shift Schedule Position Relief assignment worked for the person who worked the Shift Schedule Position Relief assignment.
- 7) Shift Schedule Position Relief assignments worked at the overtime pay rate shall be administered separately but in the same manner as Shift Schedule Position Relief assignments worked at the straight time pay rate.
- 8) If no SCT in the Relief Shift Schedule Positions for the active quarter is available, the SCTs on the prearranged overtime list shall be used to fill the Vacant Shift. In the event a SCT from prearranged overtime list is used to fill a Vacant Shift, said SCT shall be paid at the overtime rate of pay.
- 9) Any overtime worked during Shift Schedule Position Relief assignments shall not count toward prearranged overtime worked totals.
- 10) Any SCT not in a Relief Shift Schedule Position during the active quarter shall not receive prearranged overtime refuse time for declining any Shift Schedule Position Relief assignment during the active quarter.

- 11) In the event a Day Shift, Swing Shift, or Mid Shift Schedule Position is going to be vacated for more than 6 weeks in a given quarter, the Schedule Position shall be offered to each eligible SCT in the Day Pool Shift Schedule Positions, in descending order from the first SCT in the Shift Schedule Position Selection List used to make the shift selections for the given quarter. In the event no eligible SCT volunteers, the available SCT who is last in the Shift Schedule Position Selection List used to make the shift selections for the given quarter and assigned to a Day Pool Shift Schedule Position for the given quarter, shall be assigned the vacated Schedule Position. When it becomes known such a vacancy will occur, this paragraph shall be enacted as soon as practicable. If multiple such vacancies become known at the same time, these vacancies shall be processed at the same time. Filling of vacated Relief Shift Schedule Positions is optional.
- 12) In the event a SCT who vacated a Shift Schedule Position in a given quarter returns prior to the end of the given quarter, the Day Pool Shift SCT who was assigned to the vacated Shift Schedule Position shall have the option to continue to fill the vacated Shift Schedule Position until the end of the active quarter or return to Day Pool Shift.
- 13) Any SCT assigned to a Day Pool Shift Schedule Position who is reassigned to fill a vacant Shift Schedule Position shall be entitled to overtime pay for any work hours outside their previous schedule for the first four workdays (excluding holidays) of the new schedule. Any SCT who elects to return to a Day Pool Shift Schedule Position after working less than 6 weeks in the vacated Shift Schedule Position shall be entitled to overtime pay for any work hours outside their previous schedule for the first four workdays (excluding holidays) of the new schedule. Any SCT who elects to return to Day Pool Shift Schedule Position after working at least 6 weeks in the vacated Shift Schedule Position shall change Shift Schedule Position in accordance with Section 208.18 of the Physical Agreement.
- 14) Employees in a Relief Shift Schedule Position shall be considered available to fill a Vacant Shift unless:
 - 1) They are sick.
 - 2) They are on vacation.
 - 3) They are in training.
 - 4) They are not working in a SCT or RSCT classification.
 - 5) Filling the Vacant Shift would cause the employee to not have a 34 hour break in a 9 consecutive day period.
 - 6) Filling the Vacant Shift would cause the employee to have less than a 10 hour rest period before the Vacant Shift.

- 15) Unscheduled Shift Vacancies using emergency overtime shall be filled in the following order:
 - 1) Offer the Vacant Shift to an employee in a Relief Shift Schedule Position in a manner as described in this section.
 - 2) Offer the Vacant Shift to an SCT who is on a non-workday and working the same shift.
 - 3) Split the Vacant Shift by offering a SCT to stay over to cover half of the Vacant Shift and call in a SCT early who is working the following shift to work the other half of the Vacant Shift.
 - 4) Offer the Vacant Shift to a SCT who worked the previous shift.
 - 5) Offer the Vacant Shift to a SCT scheduled to work the following shift.
 - 6) If no SCT in the Relief Shift Schedule Positions for the active quarter is available, the SCTs on the emergency overtime list shall be used to fill the Vacant Shift.
- 16) Relief Shift Schedule Positions shall only be used to provide relief for vacant Shift Schedule Positions. This shall not preclude employees in Relief Shift Schedule Position from other PAOT opportunities.
- 17) Shift Schedule Position Relief assignments shall be a maximum length of one week. If a Shift Schedule Position vacancy is longer than one week, the assignment shall be reassigned in one week increments using the protocol described in this section.

8. TRAINING

- 1) Any SCT not notified via email or other equivalent form of communication directed specifically to the SCT at least 4 weeks in advance of training shall not be required to change their work schedule to attend such training.
- 2) Any SCT required to attend training shall be placed on Day Pool Shift Schedule Position for each work week required to complete training.

9. MISCELLANEOUS

- 1) Any two SCTs may exchange Shift Schedule Positions upon mutual agreement between the two SCTs exchanging Shift Schedule Positions. Management shall be notified at least 4 weeks prior to the exchange date. In the event of such an exchange, the exchanging SCTs shall assume each other's specific position in the Schedule Position Selection List for the active quarter for purposes of filling vacant shifts. Any Shift Schedule Position exchange request less than 4 weeks prior to the exchange date shall require management approval and be at no cost to the Company.
- 2) The total number of CTs and TCTs combined shall not exceed the number of SCTs headquartered at Diablo Canyon Power Plant.
- 3) If a CT or TCT classification position opening occurs or is created at DCP, such position opening shall be offered to the employee with the most Company Seniority regularly assigned to the SCT or RSCT classification before the opening is offered through the normal bidding process. SCTs or RSCTs do not have to have a job bid in to be considered for any such vacancy. Therefore, any Control Technician position occurring for bid shall be a SCT position.
- 4) Any SCT who is scheduled to work 10 days in a row due the nature of their Shift Schedule Position Selection shall be relieved such that they do not work a 9 consecutive day period without a 34 hour break. .
- 5) Any SCT who works on a holiday while assigned to a Day Pool Shift Schedule Position shall be paid travel time to and from work.
- 6) All SCTs are working shifts regardless of their Shift Schedule Position.
- 7) The Process Administrator shall manage the Shift Schedule Position Selection process, relief scheduling process, and the Annual Work Schedule vote.
- 8) Any SCT who assigned to a Shift Schedule Position where they are assigned to work 22:00 - 08:00 starting on a Saturday shall be paid the Sunday 3rd shift premium.

The conditions of the shift schedules shall be treated as other shift schedules, and the provisions of the Physical Agreement will be in effect. Any conditions and/or terms not addressed in this agreement shall be addressed by any existing agreement between the Company and the Union.

This Agreement is hereby determined and can only be revised by the Business Manager, IBEW Local 1245, and the Director of Labor Relations, pursuant to Subsection 202.16(b) of the Physical Agreement. Should either or both of these position titles change or their responsibilities change, the positions with equivalent responsibilities of these positions at the time of the signing of this agreement shall be substituted respectively.

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 & ELECTRIC COMPANY

By: /s/ Stephen A. Rayburn

Stephen A. Rayburn
Director and Chief Negotiator

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

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

January 22, 2010 By: /s/ Tom Dalzell

Tom Dalzell
Business Manager