



**Pacific Gas and  
Electric Company.**

Eric Bachman  
Principal Negotiator  
Labor Relations

375 N. Wiget Lane, Suite 130  
Walnut Creek, CA 94598  
925.974.4403

**15-13-ESC**

July 14, 2015

Joshua Sperry, Senior Union Representative  
Engineers and Scientists of California, Local 20  
IFPTE (AFL-CIO & CLC)  
810 Clay Street  
Oakland, CA 94607

Dear Mr. Sperry:

Diablo Canyon Power Plant has historically provided long-term assignments to other departments to support key functions. For the Quality Verification department, this has been via employees from both IBEW-represented and Management classifications from Operations, Maintenance, Engineering, Emergency Services, Performance Improvement, Training, and Chemistry and Radiation Protection departments. The practice of long-term assignments benefits the organization by providing skilled and knowledgeable employees with recent hands-on working experience to the process of auditing and assessment of similar scopes of work, and thereafter allowing the employee to return to their base department, at equivalent or higher level positions, with greater knowledge and appreciation of the quality assurance program. This practice is the norm in the nuclear industry.

The inclusion of this work into the ESC Unit presents a challenge to this practice, where Union jurisdictional boundaries restrict long-term assignments of employees from other bargaining units or Management positions. The Company appreciates this issue and proposes that restrictions be imposed on such placements to minimize the impact to the Union jurisdiction and other ESC-represented groups.

Therefore, the Company proposes:

1. Assignments will be limited to no more than one long-term assignment at a time, as either a QV Auditor or Sr. QV Auditor, in each of the following QA functional areas: Operations, Maintenance, Engineering, Emergency Services (including Security), Performance Improvement, Training, and Chemistry and Radiation Protection (C&RP). Qualified ESC-represented employees shall be considered first for these assignments.
2. An individual long-term assignment may not exceed a continuous two-year period of time.
3. Since the employee may be coming from a classification with a higher pay rate, the Company may place such employee at a rate of pay that exceeds the top QV pay step. As fairness to the current ESC Members, during 2015 any QV Department ESC-represented employee that applies for promotion through the Advancement Committee and is qualified and recommended for promotion by the Committee, will be promoted.
4. The Company may not lay off for lack of work any regular status ESC-represented employee in the QV department while a long-term assignment of a non-ESC represented employee is in place. Per 15.3 C of the Contract these rotational positions should be additional. The department agrees to maintain at least 15 ESC-represented employees while there are rotational employees in the department.

- 5. At the conclusion of the assignment, the employee will be returned to the employee's base classification with full rights under the labor agreement.
- 6. During the assignment, an IBEW-represented employee will work under the provisions of the collective bargaining agreement with the ESC, except that he or she will continue to pay union dues to the IBEW and any grievance regarding the employee's status will be handled by the IBEW.
- 7. Management employees may rotate into the unit to perform these duties, as they have in the past, in accordance with 15.3 of the Agreement, but under the time limits established in this letter.

This letter cancels and supersedes LOA 11-24 ESC.

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:   
Eric Bachman  
Principal Negotiator

The Union is in agreement.

ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE, AFL-CIO and CLC

8/18, 2015

By:   
Joshua Sperry  
Sr. Union Representative