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JOSHUA SPERRY SR. UNION REPRESENTIVE

Memorandum of Understanding

During negotiations for the 2012-2014 Contract, many changes were made to Exhibit D of the Contract, which includes job descriptions and classification-specific provisions. In order to maintain a record of the changes and to describe their purpose, the Company and the Union have agreed to the following description of what was negotiated and implemented in the Contract.

The existing sub-sections of Exhibit D were numbered to make for easier reference.

Hourly Classifications

- Changes to Mapping job descriptions which were agreed in LOA 04-13 were incorporated into Exhibit D.
- 3. Changes to job descriptions and selection procedures for hourly classifications in the Land Department were agreed to in 2011-2012 General Negotiations and came from the Land subcommittee. The relevant proposal was numbered as Proposal C68.
- 4. SNBR and IPE were added to the Divisions section, now Exhibit D.IV.1. The SNBR and IPE job descriptions and provisions were originally negotiated in LOA 07-19, which was later revised and renumbered to LOA R1-09-30 and attached to the contract as Exhibit S-1. Exhibit S-1 is now cancelled and superseded.
- 5. The Scheduler and Scheduler-in-Training were added to the Divisions section, now Exhibit D.IV.1. This was previously Exhibit S. The original document of the Scheduler and Scheduler-in-Training job descriptions and provisions was LOA 06-08. In 2010, the Scheduler and Scheduler-in-Training job descriptions were removed from LOA 06-08, renumbered to LOA 10-20 and attached to the contract as Exhibit S. Exhibit S is now cancelled and superseded.
- 6. The Construction Planner, Maintenance Planner and Nuclear Field Engineer lines of progression were eliminated and replaced with the Nuclear Planner line of progression, per LOA 10-27.

Monthly Classifications

7. There are 14 groups of monthly classifications already in the contract. Working conditions and job descriptions for each group were previously attached as exhibits to the Contract (except for Nuclear Engineers and Nuclear Professionals, which were never formally attached as exhibits). In converting these former Exhibits and LOA's into contract sections, language which was related solely to the implementation of the LOA itself was removed since both parties agreed that this language was now moot, and it was not necessary to display this language for the future. Examples: pay raises for employees upon implementation, seniority determination (if it was consistent with Title 13), reclassification of particular employees, pro-rating of STIP awards; conversion of benefits. This chart shows how language in exhibits became language in subsections of Exhibit D.IV.

Classification Group	Original LOA number	Prior Exhibit designation	New Subsection Number
Distribution Engineers	n/a	Q	D.IV.8
Land/Corporate Real Estate	06-06	R	D.IV.9
Project Engineering	07-18	T	D.IV.10
System Protection Engineering	08-09	U	D.IV.11
Substation Asset Strategy Engineering	08-15	V	D.IV.12
Project Managers and Project Controls Analysts	08-18	W	D.IV.13
Electric Standards Engineers	08-20	X	D.IV.14
M&C Engineers	09-09	Υ	D.IV.15
Environmental Services	10-01	Z	D.IV.16
Telecommunications Engineers	10-03	Z-1	D.IV.17
Power Generation Professionals	10-08	Z-2	D.IV.18
Distribution Outage Coordinators	10-15	Z-3	D.IV.19
Nuclear Engineers and QV	09-42	n/a	D.IV.20
Nuclear Professionals	11-17	n/a	D.IV.21

- 8. The Land Planning Analyst was added to the Land/Corporate Real Estate section (now Exhibit D.IV.9) per LOA 10-18.
- 9. The Project Architect was added to the Project Engineering section (now Exhibit D.IV.10) per LOA 12-10.
- 10. Language in each LOA/Exhibit regarding provisions that have been consolidated into the main body of the contract was removed in order to reduce redundancy with the main contract. Language was added in the main contract body in the following areas in order to have uniform language for all monthly employees:
 - a. Travel Time (Title 7)
 - b. Meals (Section 16.7)
 - c. Personal Vehicles (Section 10.1)
 - d. Telecommuting (Section 7.9)
 - e. Vacation (Section 9.16)
 - f. Sick Leave (Section 11.6)
 - g. Knowledge/Abilities language for Job Descriptions (Exhibit D.III.B)
 - h. STIP (cover letter)
 - i. Employment Offers (Subsection 21.4.b)
 - Engineer Trainees (Subsection 27.2.d)

For all of these areas, the language from the previous Exhibit or LOA is superseded by the new uniform contract language.

- 11. Processes for advancement which are specific to each group, remain in Exhibit D. The advancement processes specifically detailed in Exhibit D supersede the vacancy provisions of Sections 21.15-18. Sections 21.15-21.18 introduce a new and unified system for filling monthly vacancies for (a) and (b) bidders. When vacancies are filled under 21.16(c) and 21.17(c), the vacancy processes in each subsection of Exhibit D will continue to be used with the addition of the preference for displaced employees specified in 21.16(c) and 21.17(c).
- 12. New subsections were added within D.IV.16 (Environmental) and 18 (Power Generation) to clarify that there are non-exempt classifications in these groups which are covered by all the provisions of the contract for hourly employees; these classifications do not receive STIP.
- 13. Appendix 1 is a new section of the contract and is intended to be a compilation of all of the monthly jobs represented by ESC Local 20. The Appendix is also organized by the same classification groups. Due to size, it will not be published in the same hard-copy book as the main contract body.

- 14. There are two hourly lines of progression included in Appendix 1: the Technical Specialist LOP in Power Generation and Environmental Services. They are included in Appendix 1 because they were originally organized in those classification groups where the job descriptions will be published in Appendix 1.
- 15. The parties have agreed that that the following clarification will be added to Exhibit D.IV.20.H and D.IV.21.I. Monthly ESC-represented employees at Diablo Canyon Power Plant will continue to observe practices established by L/A 09-42 and 11-17 as follows:
 - all travel time provisions of the contract apply except travel to and from an employee's regular headquarters
 - employees are not subject to overtime equalization or minimum pay for emergency overtime
 - the ERO Labor Management committee will continue to meet
 - Nuclear employees working at a headquarters outside of Diablo Canyon may be assigned work at Diablo Canyon to support refueling outages, and are not eligible for travel time or mileage reimbursement for the duration of their outage assignment. Employees will return to their previous classification and/or headquarter following their outage assignment.
 - During outages at DCPP, employees who work an alternative work schedule shall be available to support business needs on their regular day off (RDO) by, for example, responding to phone calls or rescheduling their RDO as needed.
 - Management will make every reasonable effort to schedule nuclear Professional employee business travel to occur on scheduled work days.

October 28	, 2014	By: Sic Line Eric Bachman Principal Negotiator
10/28	, 2014	ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE, AFL-CIO AND CLC By: Joshua Sperry Sr. Union Representative