

AGREEMENT
BETWEEN
Crane Nuclear Inc
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Local Union 1245

EFFECTIVE January 1, 2009
THROUGH December 31, 2011

PREAMBLE

This Agreement is entered into by and between the Crane Nuclear, Inc (hereinafter "Company") and the International Brotherhood of Electrical Workers, Local 1245 (hereinafter "Union")

Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows

PURPOSE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Crane employees to provide support for the refueling outage at the Diablo Canyon Power Plant.

SCOPE OF THIS AGREEMENT

The scope of the work covered by this Agreement shall be for specific work that is: (a) outage related, (b) falls under the certain comparable classifications in the existing Union Bargaining Unit, such as Control Technicians and Electricians.

MANAGEMENT RIGHTS

The Union understands the Company is responsible to perform the work required by the Pacific Gas & Electric at Diablo Canyon Power Plant (Customer). The Company shall therefore have no restrictions, except those specifically provided for in this Agreement in planning, directing, and controlling the operation of all its work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees to other jobs covered by this Agreement within the Union's geographical jurisdiction, in requiring all employees to observe the Company's and/or Customers rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations and in discharging or disciplining employees for proper cause.

EFFECTIVE DATE-TERMINATION-MODIFICATION

This Agreement shall take effect January 1, 2009, and shall remain in effect until December 31, 2011, unless otherwise specifically provided for herein. The parties by mutual agreement can extend, modify or change this agreement during the term of this agreement by a Letter of Agreement.

- (a) Whenever notice is given for changes, the nature of the changes desired must be specified in writing. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office for approval, the same as is this Agreement.

- (b) There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Grievance Procedure

In the event that dispute concerning the application of any of the provisions of this Agreement that cannot be settled by the Union Representative and the local representative of the Company, either party can submit the issue to an Arbitration Board. The Board shall consist of three members, one appointed by Union, one appointed by the Company. At earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting a third member who will serve as Chairman of the Board. In the event that the parties are unable to agree on a person to act as the third member, they shall jointly request the Director of the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member.

The Board shall hold such hearings and shall consider evidence as it appears necessary and proper. The decision of a majority of the members of the Board shall be final and binding on Company and Union, providing that such decision does not in any way add to, disregard, or modify any of the provisions of this agreement.

The Company and Union shall bear the expense of its own representatives. The expense of the third party shall be borne equally by the Company and the Union.

Union Recognition

The Company recognizes the Union as the sole and exclusive representative of Crane employees who are providing services for Pacific Gas and Electric Company at Diablo Canyon Power Plant during the outage period only.

Union Referral System

The Union recognizes the right of the Company to direct hire their own employees for the outage. In the event the Company chooses to utilize the Unions Hiring Hall, the Company shall contact the Union at least 30 days prior to the beginning of the outage. The Hiring Hall employees will be "at will". When notifying the Union of the need for Hiring Hall employees, the Company shall:

- (a) Have the right to reject any employee referred. Should an applicant be rejected they shall received 4 hours pay.
- (b) Employees hired under this Article shall be paid at the wage rates reflected in Appendix A, plus a benefit of 25% based on the straight time hourly rate of their base classification for all hours worked.

Noting in this article shall prohibit the Company utilizing Union's Hiring Hall during the outage. The Company must provide the Union adequate notice of its need for Hiring Hall employees.

Wages

All of the individuals performing work covered by the Union and this Agreement shall be paid not less than the pay step established for permanent classifications performing comparable work. See Appendix A

Dues Deductions

The Company agrees to deduct and forward to the Financial Secretary of the Union, upon receipt of a voluntary written authorization, the working dues from the pay of each employee each pay day of employees employed by Company working under this Agreement. The amount to be deducted shall be 2% of gross wages.

Care of Tools

Employees employed under the terms of this Agreement shall use reasonable care in the installation of material and perform all work in a workman-like manner. Employees shall exercise reasonable care in the safe keeping and preservation in good condition of the Company's tools or equipment issued to them, provided the Company furnishes the necessary lockers, tool boxes or other safe places for the storage of them.

Access to Jobs

The Business Manager of the Union or his designee shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement.

No-Strike Provision

It is understood and agreed that there shall be no strikes, slowdowns, sickouts, or other withholding of labor or restriction of work performance or production by the Union. There shall be no lockout of bargaining unit employees by the Company during the term of this Agreement.

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such disputes shall be resolved in accordance with the grievance and arbitration procedure set forth in this Agreement.

It shall not be considered a violation of this Agreement for employees to refuse to cross a legal picket line established by any other union. In such circumstances, the Company retains the right to utilize non-bargaining unit personnel to perform such work.

Nondiscrimination

The Union agrees to refer applicants without regard to race, religion, creed, color, gender, disability or any other unlawful criterion, and the Company agrees to hire applicants under the same condition.

The Company shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership, provided, however, all employees, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this Agreement.

Regular Work Hours

Except in situations of operational necessity, employees covered by this Agreement will not be offered to work more hours than the Customers employees in regular comparable classification within each department in Diablo Canyon.

The scheduling of regular work hours will be determined by the Customer and Union, prior to the outage.

Overtime/Rest Periods

Overtime and Rest Period provisions will be the same as found the Physical Agreement between the Customer and the Union.

Shift Work

Provisions will be the same as found in the Physical Agreement between the Customer and the Union.

Pay Days and Penalties

Wages shall be paid weekly, no later than Tuesday. Normally, the workweek for payroll purposes shall end on Sunday at 12:00 midnight. In the event an employee does not receive his paycheck at quitting time the following Monday, he shall receive eight (8) hours' pay at the straight time rate for each twenty-four (24) hours or portion thereof until he receives it.

Postmark of mail to an employee's last known address shall constitute compliance with this section.

Bargaining unit employees who are to be laid off shall be notified of such layoff one (1) hour in advance of regular quitting time and be paid for the remainder of their regularly scheduled shift. Laid off employees shall be given sufficient time before the termination of the workday to pick up their personal tools.

Show-Up Pay

Any employee reporting for work on a scheduled work day, and does not start work for any reason beyond his control, and not having been notified prior to two (2) hours before starting time, shall be paid for two (2) hours at the applicable rate of pay. Employees may be required to perform duties, including safety meetings, at headquarters during these two (2) hours.

Employees shall be paid for the time worked only.

Meal Periods

Employees will be paid a daily per diem to be used for all meals.

Holidays

All work performed on the holidays and pay rate shall be paid under the provisions of the Physical Agreement between the Union and the Customer.

Subsistence

- (a) Employees who meet the IRS per diem eligibility requirements shall be paid per diem at a rate of \$160 per day. In the event the Company chooses to use Union's Hiring Hall, the Company shall pay thirty (\$30.00) per day for each day worked by the Hiring Hall employee above any other compensation.
- (b) Travel expenses: Employees who qualify for per diem shall be paid a mobilization/demobilization fee of \$1000.
- (c) Voluntary Terminations: An employee must work eight (8) hours to be entitled to this per diem payment for the day.

Headquarters

Headquarters, where employees report, shall have available toilet, parking area, and facilities for safeguarding workmen's tools and facilities for drying employees' clothes in inclement weather. There shall also be available adequate communication for emergency use.

Safety Rules

The safety rules of the State having jurisdiction shall be observed by the parties hereto. Furthermore, the safety rules and regulations of Crane shall be observed at all times. It is recognized that the Company has the exclusive responsibility for providing a safe and healthful workplace.

Savings Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. The parties shall, thereupon, seek to negotiate substitute provisions that are in conformity with the applicable laws.

Successorship

This Agreement shall be binding upon the parties hereto, their successors and assigns. It is the intent of the parties that the Agreement shall remain in effect for the full term of the Agreement and shall bind the successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective signatures.

For International Brotherhood of Electrical Workers, AFL-CIO

_____ Date: _____

Tom Dalzell
Business Manager Local 1245

For Crane Nuclear Inc.

_____ Date: _____

APPENDIX A
WAGES

<u>CLASSIFICATION:</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
A.O.V. Diagnostic Engineer (Start)	41.34	42.89	44.50
(1 st Returnee)	43.42	45.05	46.74
(2 nd Returnee)	44.24	45.90	47.62
(3 rd Returnee)	45.48	47.18	48.95