

Memorandum of Agreement

Subject: Moss Landing Power Station - Plant Sequester - COVID 2020

This agreement is non-precedent setting on either party and is only intended on being used as needed to get through the Covid-19 pandemic period. Unless specifically modified in this agreement, all other provisions of the Collective Bargaining Agreement between the company and Local 1245 for Moss Landing Power Plant remain in effect.

1. Employees will be allowed to volunteer by classification/ functional work group for critical roles as determined by the company. These employees may be required to remain on site for the duration of the sequestration event, up to 14 straight days. If the sequestration event exceeds 14 straight days, the company will use its best efforts to rotate the crew with additional volunteers.
2. If there are insufficient volunteers, the company will select Bargaining Unit employees from the list of Plant Sequester volunteers provided prior to the execution of this MOA. The union will create the Plant Sequester volunteer list from employees who have signed a Plant Sequester COVID-19 authorization form. Any employee selected from the Plant Sequester volunteer list (Attachment A) is bound by the terms and conditions of this MOA. The company will select employees by reverse seniority within classification/ functional work group provided they have the requisite skills and are medically fit for duty to supplement and continue sequestration.
3. In the event there are insufficient Bargaining Unit workers, the company will use reasonable efforts to fill positions with other resources, including but not limited to resources available within the company.
4. In the event there are more volunteers than positions needed as determined by the company, employees will be selected by seniority within Functional Area to fill critical roles; provided, however, the employees must have sufficient experience to run the plant in a sequestration event.
5. Sequestered employees will receive overtime pay in excess of normal shift hours per day and in excess of 40 hours per workweek. Overtime or double-time will be paid in accordance with the Collective Bargaining Agreement. Uninterrupted hours of rest will be paid at time-and-a-half. Interrupted rest hours will be paid at double time.
6. Employees who are not reporting to work during the sequestration event will be compensated at the straight-time rate for their regularly scheduled hours. Employees not sequestered are expected to self-quarantine, and must remain available for work during their normally scheduled hours.

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7. The company shall provide meals, sleeping quarters and laundry facilities for employees while on site during the duration of Sequestration. Because the company will provide meals, no meal allowance will be provided during the period of sequestration.
8. Should an employee have a need outside of the plant during Sequestration and ask to be released, or should an employee have the need to be exempted from Sequestration due to a bona fide hardship, the matter will be discussed with the Plant Manager and the Local Union on a case-by-case basis.
9. In an event an employee or crew must be replaced as determined by the company, steps 1, 2, 3, and 4 shall apply.

Mike Batte 4/30/20

Mike Batte
Moss Landing Plant Manager

Al Fortier 4/29/20

Al Fortier
IBEW Local Union 1245

Attachment A

4/29/20

Moss Landing Power Plant – Plant Sequester – COVID 19

The following is a list of bargaining unit members who have confirmed with IBEW 1245 their commitment to participate in a Plant Sequester under the terms of the Moss Landing Power Station - Plant Sequester - COVID 2020 Memorandum of Agreement.

Name	Functional Group
Celie, Johnny	Operations
DeClue, Chris	Operations
Gill, Edward	Operations
Hays, Justin	Operations
Henry, Isaac	Operations
Ludwig, Scott	Operations
Velasquez, Tony	Operations
McNutt, Caleb	Technical/I&E Maintenance
Miller, Weston	Technical/I&E Maintenance
Rice, Christopher	Technical/I&E Maintenance
Smith, Craig	Mechanical Maintenance

For the Union



Al Fortier
IBEW 1245,
Assistant Business Manager



date