

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NORTHERN CALIFORNIA POWER AGENCY

AND

**IBEW 1245
(DISPATCH)**

January 2006 – December 2008



**MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING

WITH

IBEW 1245
DISPATCH

This Memorandum of Understanding is made and entered into by and between the Northern California Power Agency (hereinafter "Agency") and the IBEW Local 1245 (hereinafter " Union") on behalf of all employees of the Agency represented by the Union pursuant to California Government Code Section 3500 et seq. and Agency's Employer-Employee Relations Resolution Personnel and Administrative Policies Appendix 415.17.

The parties have met and conferred in good faith regarding employment terms and conditions of the employees represented by the Union and, having reached agreement on employment benefits and conditions, shall submit this Memorandum of Understanding to the Agency Commission with the joint recommendation that the Commission resolve to adopt its terms and conditions and take such other action as may be necessary to implement its provisions.

Section 1 Recognition

The Agency formally recognizes the Union as the exclusive representative of those employees occupying the job classifications set forth in Appendix A to this Agreement. An Agency shop arrangement between the Agency and IBEW Local 1245, shall be placed in effect, without a negotiated agreement, upon (1) a signed petition of 30% of the employees in the applicable bargaining unit requesting an Agency shop agreement and an election to implement an Agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the Agency shop agreement. All other provisions of an Agency shop arrangement shall be administered as indicated in the Meyers-Milias Brown Act, section 3502.5.

Section 2 Definitions

- 2.1 "Employment Date" means the most recent date on which an employee began a period of service with the Agency.
- 2.2 "Service" is defined as the length of an employee's employment as a regular employee.
- (a) In the case of layoff, a regular employee shall retain his/her service time if he/she is re-employed within two (2) years of the date of layoff. Service time shall not include the period of layoff.
 - (b) Except for (a) above, the continuity of an employee's service shall be deemed to be broken by termination of employment. If an employee who has terminated his/her employment with NCPA is re-hired within the time frame established in NCPA policies, the total service shall count towards retirement service requirements.

- (c) The following periods of absence shall count as service and shall not constitute a break in service:
- (1) Absence due to a leave of absence authorized by the Agency, provided the employee returns to active work with the Agency immediately following his/her leave of absence.
 - (2) Absence because of illness or injury as long as the employee is entitled to receive benefits under provisions of the Disability Plan or Workmen's Compensation law, provided that the employee returns to active work with the Agency immediately following his/her recovery from the illness or injury.
- 2.3 "Seniority" is defined as the length of an employee's continuous service in Dispatch, which was acquired since his/her Employment Date.
- 2.4 "Cross-Training" means the training of NCPA staff in a functional area that is outside their primary job function but a function that they might reasonably be expected to perform or have knowledge of, in the future, as determined by NCPA.
- 2.5 "Employee" means any casual, temporary, or regular employee.
- 2.6 "Emergency Work" means work required outside of a normal work schedule for which less than 24 hours notice is given.
- 2.7 "Impasse" means that the parties to a dispute over matters within the scope of meeting and conferring have reached a point in meeting and conferring at which their differences in positions are so substantial or prolonged that future meetings would be futile.
- 2.8 "Meet and confer in good faith" (sometimes referred to herein as "meet and confer" or "meeting and conferring") means the performance, by the General Manager or his duly authorized representative, and by the duly authorized representative of the Union to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation. "Meet and confer in good faith" does not require either party to agree to a proposal or to make concession.
- 2.9 "Overtime" means any time worked in addition to an employee's regularly scheduled work time, whether compensated at straight time, 1½ times the regular rate of pay or 2 times the regular rate of pay.
- 2.10 Section Titles Section titles in this Agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

- 2.11 No Discrimination No employee shall be demoted, terminated, or in any way favored or discriminated against because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, pregnancy, political activity, sexual orientation, or any other basis prohibited by federal, state or local law.

Neither Agency nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights protected under California Government Code Section 3502.

Section 3 Compensation

- 3.1 General Effective, the first payroll period ending in year 2006, wages for the job classification covered by this Agreement shall be as set forth in Exhibit A, attached hereto and incorporated herein.

- 3.2 Payment of Wages Wages shall be paid in full in biweekly intervals on Fridays for a two-week payroll period. If the regular payday falls on a holiday, payment shall be made on the preceding workday.

- 3.3 Travel Pay Travel pay shall be based on a uniform one-half hour of travel from the employee's home to work, regardless of actual travel time.

3.4 Temporary Upgrading for (Non Supervisory) Personnel

1. An employee (non supervisory) assigned to work in a supervisory classification, is paid for time worked in the supervisory classification at a rate five percent above their current pay, provided that such time worked is not less than two hours during the work period.
2. An employee (non supervisory) temporarily assigned to work in a classification higher than his regular classification, shall be paid for the time worked in the higher classification at the rate five percent above their current pay or the lowest pay for the classification, whichever is higher, provided that such time worked is not less than two hours during the work period.
3. Assignment to classifications for a period in excess of fifteen working days shall require a Personnel Action initiated by the Mgr. Coordinated System Operations with appropriate approval.

3.5 Wages

1. An employee shall be paid the wage established for his classification;
2. An employee who has accumulated sufficient time in a classification having a time progression and who has satisfied the training program requirements, shall successively be advanced to the next steps in such classification until he/she receives the maximum rate thereof.

3. The "wage progression" of an employee who is absent on leave or absent without pay for more than ten (10) consecutive work days, will be delayed by a period of time equivalent to such leave of absence. The "wage progression" of an employee in a beginning or other training classification who is absent for more than twenty-five (25) consecutive days because of an industrial injury or for illness or disability, and is receiving sick leave with pay, will be delayed by the period in excess of twenty-five (25) consecutive work days.

3.6 Line of Progression: Schedule Coordinator and System Dispatcher Classifications

Purpose:

To provide the Schedule Coordinators (SC) and the System Dispatchers (SD) an outline of the general timelines and testing requirements to attain and maintain pay step levels displayed in Exhibit A to this MOU.

Schedule Coordinator:

As identified in Exhibit A, the NCPA SC classification hourly compensation levels are Step 1 through Step 9, with Step 9 being the top compensation level for this classification. Step advancement will normally occur at six month intervals except as indicated below.

An entry level SC starting at Step 1 on Exhibit A must complete at least 12 months of on the job training and successfully pass the NCPA SC Competency Test before advancing to Step 3 on Exhibit A. Once an SC starting at the Step 1 pay level advances to Step 3, subsequent step increases through Step 9 will occur at six month intervals.

An SC with prior SC or other qualifying experience as determined by the Agency, may start above the Step 1 SC hourly wage level. Before such SC advances to more than one step above his/her hire in level, the SC must complete at least 12 months of on the job training/experience and successfully pass the NCPA SC Competency Test. (An SC hired at Step 3, for example, would advance to Step 4 at the end of the first six months of service. Before advancing to Step 5, however, at least six months must pass as well as the successful passing of the NCPA SC Competency Test.) Once such SC passes the SC Competency Test and advances to the second step above hire-in level, subsequent step increases through Step 9 will occur at six month intervals.

System Dispatcher:

As identified in Exhibit A, the NCPA SD classification hourly compensation levels are Step 5 through Step 15, with Step 15 being the top compensation level for this classification. Step advancement will normally occur at six month intervals except as indicated below. Applicants for NCPA SD positions will normally be expected to have at least 3-5 years of relevant experience.

An entry level SD starting at Step 5 on Exhibit A must complete at least 12 months of on the job training and successfully pass the NCPA SD Competency Test before advancing to Step 7 on Exhibit A. Once an SD starting at the Step 5 pay level advances to Step 7, subsequent step increases through Step 13 will occur at six month intervals.

An entry level SD starting above the Step 5 pay level on Exhibit A must complete at least 12 months of on the job training and successfully pass the NCPA SD Competency Test before advancing to the second step above his/her hire-in level. Once an SD passes the NCPA SD Competency Test and attains the second step above his/her hire-in level, subsequent step increases through Step 13 will occur at six month intervals.

SDs with a minimum of 24 months experience as a SD and that have achieved NERC Certification and that have a minimum of 6 months as an SD in Step 13, will be eligible to advance to Step 14 and then, after six months, Step 15, of the NCPA Operations Hourly Pay Schedule. NCPA will provide SDs the opportunity to participate in applicable NERC training sessions related to such certifications, and NCPA will provide the time and examination fees to first take such certification examination. The Agency will also pay for the last examination fee for SDs not passing such certification examination on the first time. SDs not passing such certification examination after the first attempt will be required to take any subsequent training and/or examinations at his/her own expense until the last examination in which they successfully pass the certification.

SDs who do not maintain current WECC and NERC certifications will be placed in the Step 13 pay level until such re-certification is attained, at which time they will be again placed in the Step 15 pay level. NCPA will compensate SDs for the NERC fees required for re-certification.

For the purposes of either maintaining NERC certification or complying with the continuing education criteria outlined in WECC MORC, SDs will participate in continuing education programs as appropriate. Such programs will be attended at the Agencies expense as outlined in Section 11.

SCs with a minimum of 42 months related experience (12 months of which must have been as an NCPA SC) and who have completed both the SC Competency Test and the SD Qualification Test may request SD training under the "Training and Development Guidelines to Achieve Dual Schedule Coordinator/System Dispatcher Qualification." SCs meeting this criteria and approved for training will be eligible to advance to Step 10 of the NCPA Operations Hourly Pay Schedule after having attained all prior pay step progressions through Step 9. An SC receiving training under this program that requests to withdraw from training, or that after 24 months of such training is determined (by unanimous agreement of the IBEW representative, the most senior SD [or the SD primarily responsible for conducting such training], and the (Supervisor of Dispatch Operations) to be unable to attain the skills necessary for journey level SD duties or to pass the SD Competency Test, will be withdrawn from the SD training program and reassigned to SC duties at the Step 9 pay level. If a training participant is reassigned to Step 9, he/she must wait a minimum of 12 months before again requesting dual qualification training.

Relief Status Adder:

Relief pay will be applied per the MOU.

Attainment of Dual Qualification Status:

Any NCPA Operations Center represented employee capable of performing full journey level SC and SD functions shall have dual qualification status. Dual Qualification status may be attained by requesting training, receiving the appropriate approvals, and then completing the training program and schedule as outlined in Section 11.1C, "Training/Development Guidelines to Achieve Dual Schedule Coordinator/System Dispatcher Qualification".

NCPA Operations Center Tests:

The NCPA Operations Center tests will be developed, administered, revised, and scored by the Supervisor of Dispatch Operations, the IBEW representative, and either the relevant senior SD or SC, or the SD or SC primarily involved in the training program.

- 1) SC Competency Test - A test administered and developed by the Agency and the IBEW representative (that may be revised from time to time) which assesses an SC's ability to perform the generally required journey level functions associated with standing shift as an NCPA SC. This test must be passed prior to an SC advancing more than 1 pay step beyond his/her hire-in level at NCPA, which would normally occur after 12 months in an entry level SC position. The passing of such test will be achieved by unanimous agreement of the IBEW representative, the most senior SC (or the SC primarily responsible for conducting such training), and the Supervisor of Dispatch Operations.
- 2) SD Qualification Test - A test administered and developed by the Agency and the IBEW representative (that may be revised from time to time) which assesses an SC's capability and general knowledge level associated with being approved to train to perform the NCPA SD function. The passing of such test will be achieved by unanimous agreement of the IBEW representative, the most senior SD (or the SD primarily responsible for conducting such training), and the Supervisor of Dispatch Operations.
- 3) SD Competency Test - A test administered and developed by the Agency and the IBEW representative (that may be revised from time to time) which assesses an SD's (or an SC training to become an SD) ability to perform the generally required journey level functions associated with standing shift as an NCPA SD. The passing of such test will be achieved by unanimous agreement of the IBEW representative, the most senior SD (or the SD primarily responsible for conducting such training), and the Supervisor of Dispatch Operations.
- 4) NERC Certification Tests – Tests prepared and administered by NERC. An SD must pass the appropriate NERC certification test to be fully certified as a system load dispatcher.

Section 4 Days and Hours of Work

4.1 Normal Work Week

- (a) The shift schedule is set up with a six-week work period. Each Shift Employee and Shift Relief Employee would work 240 hours (including holidays, vacations, and paid absences) in this period, averaging 40 hours per week.
- (b) All employees in the job classifications in Exhibit A are either Shift Employees or Shift Relief Employees.

4.2 Shift Relief and Shift Employees

- (a) "Shift Relief Employees" are all employees who work 8 hour day shifts from Monday to Friday, when not assigned to fill vacancies in the 12 hour shift schedule. The normal work schedule is eight hours beginning at 8 A.M. to 4:30 P.M. or 5 P.M., depending on lunch period (30 minutes or 1 hr). Upon one-week notice, the Agency may change the start time by up to two hours, either up or down.
- (b) "Shift Employees" are all employees whose twelve (12) hour work period is regularly scheduled and regularly rotated to accomplish twenty-four hour operation coverage. The shifts and times of work are currently designated as follows unless mutually agreed to change:

	<u>Shift/Day</u>
0500-1700	12-hour shift
	<u>Shift/Night</u>
1700-0500	12-hour shift

Under unforeseen circumstances, the Agency may need to work three shifts. In such circumstances, the Agency will meet and confer with the Union prior to implementation. The shifts and times of work are designated as follows:

	<u>Three Shifts/Day</u>
0700 - 1500	Day shift
1500 - 2300	Swing shift
2300 - 0700	Night shift

Start and end time for each of the above three shifts/day may be modified by supervision after consulting with the Union.

- (c) The six-week schedule should be posted one week in advance of the start of the schedule. Supervisor must attempt to notify any employee, prior to posting the six-week schedule, (whose six-week schedule is different than the corresponding time period in the two-year schedule). After the six-week schedule is posted, involuntary changes to shift worker schedule will result in payment of overtime for the first day

of each schedule change. Thereafter, applicable portions of Section 7 apply to determine any additional overtime compensation.

Section 5 Casual, Temporary and Regular Employees

5.1 Casual Employee A casual employee is one hired for six (6) months or less to fill the immediate needs of the Agency.

A casual employee receives only salary. No fringe benefits are paid to a casual employee.

5.2 Temporary Employee A temporary employee is an employee whose service exceeds six continuous months, but for which no permanent authorization exists.

Temporary Employees will be covered by the following:

- a Sick leave
- b Vacation
- c Holidays
- d. Medical insurance
- e. Retirement Plan contributions (to the extent covered by CalPERS rules)

No credit for service or benefits will be given to a Regular Employee for time previously worked as a temporary or casual employee.

5.3 Regular Employee A regular employee is any employee who is hired for continuous service to exceed six months and for which a permanent authorization exists. A regular employee shall acquire service and rights with respect to leave of absence, holidays, sick leave, vacation, benefit programs or similar rights and privileges.

5.4 Probationary Employees All regular Agency employees shall serve a six (6) month probationary period during which time the probationary employee is subject to dismissal without right to appeal.

5.5 Provisional Employees A provisional appointment is an employment assignment of limited duration (i.e., length of project or assignment) for which all Agency benefits are paid. An employee covered by this Agreement, who accepts a provisional appointment, shall be returned to his/her previous position upon expiration of the appointment. Said employee shall not suffer a break in service during the term of the provisional appointment and shall retain all rights under Section 16 of the Agreement.

5.6 An employee outside of the bargaining unit, i.e. a casual, temporary or other non-bargaining unit employee who is qualified to perform bargaining unit work shall be utilized in a bargaining unit position only as an employee of last resort.

5.7 Casual or temporary employees will be considered at-will employees and shall be covered by the MOU except for seniority, layoff, demotion, evaluation and termination procedures.

Section 6 Holidays

6.1 Recognized Holidays The following are Recognized Holidays:

- | | |
|-----------------|--|
| New Year's Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | The Day After Thanksgiving |
| July 4th | Christmas Day |
| Labor Day | 16 hours Floating Holidays (Section 6.3) |
| | 8 hours Personal Business (Section 6.4) |

- (a) In the event that any of the recognized holidays falls on a Sunday, the following Monday shall be considered the holiday. In the event that any of the recognized holidays falls on a Saturday, the proceeding Friday shall be considered the holiday.
- (b) On Shift Dispatch employees who are unable to leave early on work day prior to a holiday where early dismissal is offered, will be credited with two (2) hours straight-time CTO.

6.2 Holiday Pay Holiday Pay is defined as eight (8) hours time at the employee's regular straight time hourly rate. To be eligible for Holiday Pay, the employee must be on paid status the last scheduled workday before the holiday or the first scheduled workday after the holiday. If the holiday is observed on an employee's regular day off, the employee may elect to receive 8 hours straight time pay or 8 hours of vacation time at the employee's option.

- (a) Regular scheduled employees who work a holiday which falls on a workday, will be paid one and one-half (1½) times for these hours in addition to his/her holiday pay.
- (b) The Holiday Pay of an employee, who is temporarily upgraded (pursuant to Section 3.4), other than on a time card basis, shall be based on the rate of pay of the job to which he is temporarily upgraded.

6.3 Floating Holidays In addition to the recognized holidays, each employee is entitled to 16 hours of floating holidays, which may be taken during the calendar year by giving the supervisor two weeks notice and the supervisor approving the absence based on no disruption of Agency operations. The Agency may limit the number of employees who take a floating holiday on a given day. If more employees elect a specific day than can be permitted off on that day, the preference will be given to employees with the greater seniority.

- (a) Under no circumstances may an employee with greater seniority "Bump", an employee who has signed up for a given floating holiday earlier in the year.

6.4 Personal Business Day Each employee is entitled to eight hours personal business, which may be taken in hourly increments by giving the supervisor prior notice and the supervisor

approving the absence based on no disruption of Agency operations. The Agency may limit the number of employees who take a personal business day on a given day.

- 6.5 Scheduled Work Day Employees in the classifications listed below may be regularly scheduled to work on holidays, which fall on their workdays. They shall be compensated for hours worked at 1.5 times their straight time hourly rate and shall additionally receive 12 hours of holiday pay for the shift or work period involved, but shall not be entitled to travel time in connection therewith:

System Dispatcher

Schedule Coordination Analyst

- (a) The number of such employees regularly scheduled to work on a holiday shall be kept to a minimum consistent with operational needs.
 - (b) If the Agency determines that the services of an employee, who is regularly scheduled to work on a holiday, are not required, such employee, upon being notified prior to quitting time of the workday preceding the holiday, shall take the holiday off with pay.
- 6.6 Overtime Work An employee may be required to perform prearranged or emergency work on a holiday, which falls on a workday in his/her basic work week. In this case the employee shall be compensated at the overtime rate of pay in addition to the holiday pay.

Section 7 Overtime

- 7.0 Regular Shift Employee and Relief shift Employees Regular Shift Employees and regular Shift Relief Employees are guaranteed a minimum of 1,840 hours of pay including vacation, holiday and sick leave pay during each calendar year unless one of the following conditions exist:

- a) Employee voluntarily terminates.
- b) Employee is discharged.
- c) Employment begins after first day of year.

- 7.1 Overtime The Agency may schedule employees to work for periods other than their regular work hours when additional work is deemed necessary by the Agency.

To the extent possible overtime shall be equally distributed among those employees requesting overtime in the classification needed. New requesting employees go to bottom of list with maximum hours plus 1. Overtime will first be offered to existing qualified staff requesting overtime within the bargaining unit before using other NCPA staff. Overtime will be offered first to staff that has volunteered with the least overtime hours. If a contacted staff person does not accept the overtime assignment, the hours will be "added" to the number of hours used to determine the order in which overtime is offered. All overtime total figures will revert to zero upon the beginning of each new calendar year. No employee

will normally be required to work overtime between the employee's last regular workday preceding vacation and the employee's first workday following vacation.

- (a) Shift Employees: Voluntary Exchange of Shift Shift Employees in the same job classification, may, with their supervisor's approval, exchange shifts or work periods, provided that any such exchange is within the same pay period of the involved employees and no overtime compensation is made.
- (b) Call-Outs and Cancellation of Overtime The minimum time for which overtime will be paid on any call-out will be two (2) hours.

If scheduled overtime work on a non workday or holiday is canceled and the employee is not notified of the cancellation by the end of the employee's preceding work period on a workday (including overtime), the employee will be paid a minimum of two (2) hours overtime at one and one-half (1½) times the regular hourly rate of pay.

7.2 Regular Shift Employee Overtime

- a) A work week is defined as Sunday through Saturday.
- b) Overtime Compensation at One and One-Half Times Regular Rate of Pay Overtime shall be compensated to the nearest one-quarter hour. Pursuant to the Agreement reached between the Agency and the Union under Title 29 U.S.C. section 207(b) of the Fair Labor Standards Act, overtime shall be compensated at one and one half (1½) times the employee's regular rate of pay in the following circumstances:
 - (1) When a Shift Employee works (including holidays, vacation, paid absences) in excess of 240 hours in a six (6) week work period.
 - (2) When a Shift Employee works more than 56 hours in a work week.
 - (3) The employer further agrees to pay to the employee 1½ times his/her regular rate of pay for all hours actually worked (not including holidays, vacation and paid absences) in excess of 1,840 to the extent that any of those excess hours worked in the calendar year also exceeded 40 in a week.

In the event the employee works (not including holidays, vacation, paid absences) more than 2,080 hours during the calendar year, the employer shall pay the employee 1½ times his/her regular rate for all hours exceeding 2,080.

In the event the employee works (not including holidays, vacation, paid absences) more than 2,240 hours in the calendar year, he/she shall receive 1½ times his/her regular rate for each hour worked in excess of 40 in a single work week in that calendar year.

Overtime premiums shall not be pyramided.

- (4) When a Shift Employee works in excess of twelve (12) hours in a workday.

- (5) When a Shift Employee works on a non-workday.
 - (6) When a Shift Employee works outside of regular scheduled work hours on a workday.
 - (7) When a Shift Employee works on a Recognized Holiday which falls in the regular work week, in addition to holiday pay, he/she shall be paid one and one-half (1½) times for the hours worked.
 - (8) When a Shift Employee reports for work on a regular workday outside of his/her regular work hours, the employee will be paid one and one-half (1½) times the regular rate of pay for actual work time and travel time. However, if the employee continues to work into his/her regular hours and beyond, the employee will be compensated by overtime only for travel time one way from his/her home and for actual work time up to his/her regular work hours. On non-workdays or holidays, he/she will be paid overtime for actual work time and travel time.
 - (9) If the Agency establishes a regular schedule by which a Shift Employee will have less than twelve (12) hours off between shifts, the employee will be paid one and one-half (1½) times the regular rate of pay for any time worked in the twelve (12) hour interval following the end of the employee's last preceding shift.
 - (10) If a Shift Employee is transferred from one schedule or work day or work hours to another, the employee shall be paid overtime compensation for work performed during regular hours of the first day involved in the transfer if any of the following conditions are met:
 - a) The employee is notified of such transfer less than twenty-four (24) hours in advance of the starting time of the new shift.
 - b) The employee has not had a minimum of eight (8) hours off between shifts.
 - c) The employee has been required to work more than forty-eight (48) hours at the straight-time rate in the affected work week.
 - d) The employee has been required to work more than two (2) transfers from one schedule to another with only eight (8) hours off between shifts in the affected work week.
- (c) Overtime Compensation at Two Times Regular Rate of Pay Overtime shall be compensated to the nearest one-quarter hour .

Overtime compensation at two (2) times the employee's regular rate of pay will be paid in the following circumstances:

- (1) When an employee works in excess of sixteen (16) consecutive hours.
- (2) When a Shift Employee is called out after regular work hours.
- (3) When an employee works through a rest period, until the employee is relieved from duty for eight (8) consecutive hours.
- (4) When a Shift Employee works in excess of twelve hours on the employee's second of two scheduled days off, provided the employee has performed work on the first scheduled day off.

7.3 Relief Shift Employee Overtime

- (a) Relief Duties A work week is defined as Sunday through Saturday. An employee who is classified to perform relief duties shall normally work an eight-hour, 8 A.M. – 4:30 P.M., Monday–Friday shift when not needed for relief duties. He/she can be called upon for relief duties at any time for relief in any shift without advance notice when a Shift Employee is ill, on vacation, in training, on leave, or absent for any reason. When needed for relief, he/she shall be available for duty in revolving 12 hours shifts on any day of the week. Depending on needs, such duty could include a partial 12-hour shift, a full 12-hour shift, or a full 12-hour shift plus overtime. When not needed for relief, a relief employee shall return to a normal 8 hour work schedule, Monday to Friday shift, with a 30 minute or one hour lunch period. Deviations from this schedule may be approved by the Supervisor of Dispatch Operations, upon mutual agreement between the Supervisor of Dispatch Operations and the employee, to exceed the limitations to change start time given in paragraph 4.2(a).

Relief positions may be assigned to cover vacancies in the scheduling, dispatch, and schedule coordination work areas.

For coverage of additional work where schedules are fully complemented, overtime will be assigned in accordance with paragraph 7.1.

Such employee shall not, solely as a result of relief assignments, be paid overtime for work performed. However, if the employee is required to report to work without having had eight (8) hours off following the end of the last preceding work period, the employee will be paid overtime for any time worked in the eight (8) hour period following the end of the last preceding work period.

Relief staff shall be selected by seniority or other method mutually acceptable to the Union and the Agency.

All staff filling relief positions will be expected to become qualified to relieve both the dispatch and schedule coordination work areas; if not qualified in both areas, a training program will be established to qualify such person in either the dispatch or schedule coordination areas, whichever requires such training. Such training will

normally occur over a six to twelve month period. A relief person qualified to relieve in only one of the dispatch or schedule coordination functions shall receive a relief pay differential of 2.5%. A relief person fully qualified to relieve both the dispatch and SC functions shall receive a relief pay differential of 5%.

A work period is defined as any eight (8) or twelve (12) hour shift or extension thereof.

A Relief Shift Employee, who is scheduled to work an eight (8) hour shift, may be sent home prior to the end of his/her eight-hour shift and may be required to return to relieve all or part of the next 12-hour shift. The Relief Shift Employee will not be paid for the time off between his/her shortened 8-hour shift and the start of the 12-hour shift (or portion thereof) relief assignment. However, if the employee has not had at least an 8-hour rest period prior to starting the relief assignment he/she will receive overtime compensation at 1.5 times the regular rate for the portion of the relief assignment which overlaps with the 8 hour rest period.

Either party may request to meet and confer on the subject of Relief Shift Employee overtime. The parties shall then meet within 30 days.

Averaging Work Weeks - It is the Agency's intent to have the Relief Shift Employees work an average of 40 hours per week over a twelve-week period. To accomplish this, the Agency will utilize a compensatory time off (CTO) overtime policy for those weeks in which the employee works more than 40 hours.

Compensatory Time Off - In those weeks in which an employee works more than 40 and less than 56 hours in a work week, and less than 12 hours in a day he/she will be credited for one hour of CTO for each hour worked in excess of 40 hours. The Agency may require the employee to use his/her CTO to maintain an average of 40 hours in a twelve-week period. The supervisor shall attempt to accommodate employees request for time off to the extent allowed by business necessity. Other arrangements may be made subject to the agreement of the affected relief staff and the Supervisor of Dispatch Operations. The Supervisor of Dispatch Operations will use reasonable efforts to eliminate partial day schedules for relief employees (e.g. scheduled to work a four hour shift) through appropriate scheduling and/or use of negative CTO, not limited to the twelve-week period.

Maximum Balance - The maximum balance in the CTO account will not be allowed to exceed 24. If the CTO balance is 24, the employee either will not be scheduled to work in excess of 40 hours or will be paid at the appropriate rate for hours worked in excess of 40 hours.

Schedule Coordination and Dispatch Capability – To the extent an assigned relief person is not capable of performing both the Dispatch and Schedule Coordination functions, the Supervisor of Dispatch Operations will establish a training schedule so that such relief person will become qualified to perform relief services in both areas. Required training will normally occur over a 6-12 month period and may involved standing shift with other qualified NCPA dispatchers and/or Schedule Coordinators.

Relief Staff Other Duties – Relief staff may also be assigned to be trained or assist in other areas of the Agency related to the scheduling, dispatch, and schedule coordination functions. These assignments may involve the day-ahead pre-schedule function, scheduling of the NCPA generation units, outage scheduling and record keeping, contacting power plant and trading partner staffs, retrieving/gather data to be used in compiling reports and operations assessments, and other related staff duties as assigned.

If a Relief Shift Employee is called in on short notice to take a weekend shift, no overtime would apply for this 12 hour shift assignment except if the eight (8) hour time off between shifts has not been met. The time actually worked above forty (40) hours for the week would be added to the CTO hours up to the twelve-week limit of 24 hours.

By mutual agreement between any employee and the Supervisor of Dispatch Operations, CTO hours may total more than 24 hours.

(b) Overtime Compensation One and One-Half Times Regular Rate of Pay

Overtime shall be compensated to the nearest one-quarter hour. Pursuant to the Agreement reached between the Agency and the Union under title 29 U.S.C. section 207 (b) of the Fair Labor Standards Act, overtime shall be compensated at one and one-half (1½) times the employees regular rate of pay in the following circumstances:

1. When a Relief Shift Employee works (including holidays, vacations, paid absences) more than 240 hours in a six (6) week work period.
2. When a Relief Shift Employee works more than 56 hours in a workweek counting "time owed" hours.
3. The employer further agrees to pay to the employee 1½ times his/her regular rate of pay for all hours actually worked (not including holidays, vacation and paid absences) in excess of 1,840 to the extent that any of those excess hours worked in the calendar year also exceeded 40 in a week.

In the event the employee works (not including holidays, vacations, paid absences) more than 2,080 hours during the calendar year, the employer shall pay the employee 1½ times his/her regular rate for all hours exceeding 2,080.

In the event the employee works (not including holidays, vacations, paid absences) more than 2,240 hours in the calendar year, he/she shall receive 1½ times his/her regular rate for each hour worked in excess of 40 in a single work week in that calendar year.

Overtime premiums shall not be pyramided.

4. When a Relief Shift Employee works in excess of twelve (12) continuous hours in a work day when relieving an absent employee or after 8 hours on a non-relief assignment.
5. When a Relief Shift Employee works on a Recognized Holiday, which falls in the regular work week, in addition to holiday pay, he/she shall be paid one and one-half (1½) times for the hours worked.
6. If the Agency establishes a regular schedule (a non-relief assignment) by which a Relief Shift Employee will have less than twelve (12) hours off between shifts, the employee will be paid one and one-half (1½) times the regular rate of pay for any time worked in the twelve (12) hour interval following the employee's last preceding shift.
7. When a Relief Shift Employee has not had 8 hours off between shifts, overtime shall be paid for the first hours of the shift until eight hours have elapsed since the end of the prior shift.

(c) Overtime Compensation at Two Times Regular Rate of Pay

Overtime shall be compensated to the nearest one-quarter hour. Overtime compensation at two (2) times the employee's regular rate of pay will be paid in the following circumstances:

- (1) When a Relief Shift Employee works in excess of sixteen (16) consecutive hours.
- (2) When a Relief Shift Employee is called out for other than relief work after regular work hours or on a non-workday.
- (3) When a Relief Shift Employee works through a rest period, until the employee is relieved from duty for eight (8) consecutive hours.

7.4 Limit on Consecutive Workdays Except where a hazard to life or property exists, employees will not be required to work more than 21 consecutive days without having two (2) consecutive days off.

7.5 Withholding On Paid Overtime Income tax withholding on payments of overtime shall be based on the employee's W-4 unless the employee requests, in writing, flat rate withholding.

7.6 Rest Periods

- (a) If a Shift Employee or Relief Shift Employee has worked for seven and one quarter (7¼) hours or more at the overtime rate during the twelve (12) hour period immediately preceding the beginning of the employee's regular work hours on a workday, the employee will be entitled to a rest period of eight (8) consecutive hours on the completion of the overtime work.

There shall be included, as part of the seven and one quarter (7¼) hours worked at the overtime rate in such twelve (12) hour period, any travel time and meal time to which the employee is entitled, except that any travel time and meal time to which he is entitled after being dismissed from work will not be included as hours worked in such period, but will be included in the computation of the eight (8) hour rest period.

- (b) If the rest period in whole or part overlaps the employee's regular hours, the employee will receive pay at the straight-time rate for the extent of the overlap. However, the time taken during such overlap for any meal to which the employee is entitled on dismissal, will be paid at the overtime rate.
- (c) If the rest period extends into regular work hours, but not into the second half of the workday, the employee may be excused from reporting to work until the beginning of the second half of the workday. This time will be compensated at the straight-time rate of pay.
- (d) If the rest period extends into the second half of the workday, the employee may be excused from reporting to work for that workday. This time will be compensated at the straight-time rate of pay.
- (e) If an employee is called back to work during the rest period, a new rest period will commence at the conclusion of such work.

Section 8 Meals and Transportation

At the Agency's option when an employee is entitled to a meal the Agency shall furnish a meal or \$15.00 in lieu of a meal and a one half hour meal period.

This meal period will be considered time worked. Any Agency provided meal shall be a comparable substitute to an employee's usual and average meal practice.

Employees are entitled to meals as follows:

- (a) When held over more than one (1) hour on his/her regular shift. Additional meals or in lieu payments will be provided at intervals of four (4) hours.
- (b) If an employee is called in to work or is prearranged to work more than two (2) hours before his/her regular shift and continues to work into regular work hours employee in such cases will be required to provide for one (1) meal on the job unless he/she was not given time to prepare a meal or lunch in such case the Agency will provide all meals. If an employee is prearranged for a staff, safety, or training meeting before his/her regular shift the meal provision mentioned here does not apply, unless said meeting starts more than two and a half (2½) hours before the regular shift.

A Shift Employee who has not had time to prepare a meal may have meals delivered to the job site. In such event the Agency shall pay the cost of the meal and reasonable commercial delivery charge associated with such meal.

When held over if an employee is entitled to a meal upon dismissal he/she may consume a meal on dismissal and the Agency will pay the cost of the meal and one half hour at the overtime rate to consume such meal, or take the in lieu payment and the half hour.

(Note: For Shift Employee's regular hours, starting time, lunch period, and quitting time on a non-workday are the same as those of your last work day.)

In determining time intervals for the purpose of providing meals there shall not be included any travel time from an employee's home, nor any time allowed for meals.

8.1 Transportation and Travel Time

- (a) Relief Travel Pay The Relief Shift Employee shall be paid travel pay for any day worked in excess of the required 240 hours in that six-week work period, excluding scheduled paid non-work days.
- (b) Agency Travel An employee may use his/her own vehicle for Agency business provided such use is approved by the employee's supervisor. Mileage shall be reimbursed at the IRS approved rate. An employee using his/her own vehicle for Agency business may be required to provide proof of sufficient insurance to hold the Agency harmless from any liability to any third party for personal injury or property damage resulting from operation of the employee's vehicle. The General Manager shall determine the limits of insurance required to be carried by the employee.

Section 9 Leaves

9.1 Sick Leave Employees shall be credited with sick leave, earned on a daily basis and computed at the rate of ninety-six (96) hours per year, with no limit on the amount that may be accumulated. There will be a pay off for accumulated sick leave only in the event of termination due to permanent disability.

- (a) Sick leave may be used only in cases of actual personal sickness, disability, or for medical or dental treatment. Up to 48 hours of sick leave per year may be used for illness of a member of the employee's immediate family. Immediate family includes spouse and children. Such time off shall be noted as Family Sick Leave on the timesheet.
- (b) Sick leave will be charged by the half hour with no charge made for increments of less than one half hour. After the first half hour, time used shall be rounded to the nearest half-hour.
- (c) If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, the employee shall receive pay for the holiday. The holiday shall not be counted as a day of sick leave.

- (d) The General Manager or his designee may request from the employee written proof of illness from a licensed physician, licensed nurse practitioner or licensed medical facility for any days charged as sick leave. Such request must be made within three (3) calendar days of the employees return to work.
- (e) A new employee may, if necessary, use up to forty-eight (48) hours of unearned sick leave at any time during the first six (6) months of employment. Any negative balance generated by such utilization will be charged against future accrual or deducted from the employee's final paycheck in the event of termination of employment.

9.2 Medical and Maternity Leave In the event of a non-job related illness or disability, a medical leave of absence without pay may be granted by the Agency. Accumulated sick leave must be used in conjunction with a medical leave for the employee's own illness or injury. In order to receive such a medical leave of absence, the leave must be medically necessary for the employee and the employee must be under the care of a physician. A written request must be submitted to the Agency through the employee's supervisor and must be accompanied by a Health Care Providers Certification signed by the physician verifying the medical necessity. Employees should provide the Agency up to 30 days notice of the need for medical leave. If the need for leave is not foreseeable, employees will be placed on leave as soon as the Agency is aware of the employee's need to be on leave, pending physician verification.

- (a) Medical leaves of absence will be granted for a period up to thirty (30) days. Extensions may be granted on a month-to-month basis, as needed, provided that a letter signed by a physician accompanies them, verifying medical necessity and they are approved by Agency management.
- (b) The employee shall not accrue sick leave or vacation time while on unpaid medical leave. However, sick/vacation time continues to accrue if the employee is receiving sick, vacation or Worker's Compensation supplement pay from the Agency while on medical leave.
- (c) Maternity leave shall reflect the legal obligations of the Agency. (See 9.9) Family Care Leaves.
- (d) Unpaid medical leave may be granted for Family Care Leave purposes under FMLA. Family care leave shall mean leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child, spouse, domestic partner or parent of the employee.

- (e) While on medical leave for the employee's own medical condition, the employee may be required to coordinate accrued sick leave or vacation with State Disability, Worker's Compensation or related other benefit payments so that compensation does not exceed 100% of the employee's salary.
- (f) While the employee is on approved medical leave the Agency will continue to pay for the employee's participation in its benefit plans in which he/she was enrolled before the first of the leave.
- (g) If there is a conflict between this MOU and any state or federal statute, the statute will prevail.

9.3 Bereavement Leave Leave of absence with pay of twenty four (24) hours, plus sixteen (16) hours chargeable to sick leave, vacation or compensating time off may be granted an employee by the General Manager or his designee in the event of death in the employee's family. For the purpose of this section, family is defined as: spouse, parent, parent-in-law, foster parent, child, stepchild, brother, sister, half-brother or half-sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or more distant relative residing in the household of the employee.

Request for leave with pay in excess of the limits defined above shall be subject to the approval of the General Manager. Approval of additional leave will be based on the circumstances of each request with consideration given to the employee's need for additional time.

Consistent with the Agency's operational needs, an employee may be granted the time off with pay necessary to attend the funeral of a person the employee may be reasonably deemed to owe respect, but not to exceed one day.

9.4 Military Leave Military leave shall be granted as required by law.

9.5 Jury Duty and Subpoenas Employees required to serve on jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the Agency all fees received from such duties, other than mileage or subsistence allowed, within thirty (30) days from the termination of jury duty.

Employees who are witnesses on behalf of, or at the request of, the Agency in any court proceeding or who are subpoenaed in any court proceeding by a third party shall be entitled to leave with pay for those hours reasonably necessary to serve as a witness, provided the employee remits to the Agency all fees received from such duties, other than mileage or subsistence, within thirty (30) days from the time the employee appears as a witness.

In all other court matters, the employee must obtain approval from the Agency before taking time off. Such time off will be treated as leave without pay.

9.6 Voting Time off with pay to vote in any general or direct primary election shall be granted as provided in the State Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.

- 9.7 Leave Without Pay Leave of absence without pay may be granted to an employee in cases of emergency or substantial personal reasons. Any leave of absence requested must be approved by the General Manager or his designee and such approval shall be based on the nature of the emergency, the estimated length of the leave and the staffing needs of the Agency. Leave under this section shall not be granted to allow the employee to seek or accept other employment.
- 9.8 Light Duty Work At the sole discretion of the Agency and with proper medical approval, an employee may be allowed to return to work temporarily on a light duty basis after an illness or disability until the employee is deemed to be permanent and stationary. The Agency agrees to make reasonable accommodation of employee initiated requests to return to light duty.
- 9.9 Family Care Leaves A maximum of 48 hours accumulated sick leave days may be granted to an employee for family care leave purposes. Family care leave shall mean leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child, spouse or parent of the employee.

Employees may use accumulated vacation or compensatory time off for purposes of family leave and thereafter are eligible for an unpaid leave that extends the total leave time, both unpaid and paid, to 12 weeks in a one-year period under FMLA. See Medical (FMLA) and Maternity Leave for further information on unpaid family leave. See Human Resources for more information about Pregnancy Disability Leave.

Employees contribute to “Paid Family Leave” (PFL) as part of their State Disability Insurance taxes. As of July 2004, employees who take time off to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child are eligible to apply for these benefits. The PFL benefits are coordinated with other benefits such as sick leave and short term disability so that compensation does not exceed 100% of the employee’s salary.

If there is any conflict between the MOU and any state or federal statute, the statute will prevail.

Section 10 Vacation

- 10.1 Accrual of Vacation Leave Employees shall complete six (6) months of continuous service with the Agency before using accrued vacation leave. Each employee shall be entitled to vacation accrual each year as follows:
- From date of employment to the fourth (4th) anniversary of continuous full-time service=10 days (80 hours per year).
 - From the day after the fourth (4th) anniversary of continuous full-time service through the eighth (8) anniversary of continuous service=15 days (120 hours per year).

- From the day after the eight (8th) anniversary and beyond of continuous full-time service=20 days (160 hours per year).

10.2 Holidays During Vacation Any holiday occurring during a scheduled vacation shall be considered a holiday and not vacation. If a shift employee takes vacation in which a holiday occurs he/she will be given the appropriate 8 hours pay.

10.3 Maximum Accrual See NCPA Policy No. 406.3.

10.4 Scheduling of Vacation

Vacations must be scheduled in advance and be approved by the Agency. The Agency shall schedule vacations throughout the calendar year using two separate sign up periods: An "Early" sign-up to cover January 1, through March 31 and a "Later" sign-up to cover April 1 through December 31.

Both sign-up periods will occur early enough to provide each employee an opportunity to make his or her request known. The early sign-up period will begin on October 1 and end by December 5, of the previous calendar year so the results can be posted by December 15. The late sign-up period will begin on January 1, and will end by March 5 of the current calendar year so the results can be posted by March 15.

Those not signing up during the above sign-up periods may lose the ability to be granted their request(s) on the basis of seniority.

In cases of multiple requests or overlapping requests, preference will be given on the basis of Agency seniority. In cases of ties in Agency seniority, seniority in the classification shall be used.

If an employee elects to divide his/her annual vacation into two or more periods (a period equals one (1) week) on a sign-up schedule and it is possible for Agency to give effect thereto, such employee shall be given preferential consideration over other employees in his/her selection of only one of such periods until all other employees within the group have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide his/her vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-up. Sign-ups for additional periods shall be conducted in the same manner with the employee with the most service having his/her choice of vacation periods not yet selected. Consecutive scheduled workdays that fall into more than one (1) work period will be considered a single and continuous vacation period.

Those not signing up during the above sign-up periods may lose the ability to be granted their request(s) on the basis of seniority.

Although the Agency will attempt to grant vacation as requested, it may be necessary to limit the number of employees who may be off at the same time in a facility, work unit or classification to be able to provide the proper staffing and economic operation of the facility. Factors to be considered by the Agency include appropriate staffing requirements,

operational needs of the Agency, available relief and the additional overtime, if any, that will be required to grant the requests.

Employees may have an additional opportunity to sign-up for any vacation periods that were not filed by the previous sign-up period.

- 10.5 Voluntary Vacation Transfer Employees may voluntarily transfer vacation to an employee experiencing a medical emergency, including a medical condition of a family member, who has exhausted all accrued leave time in order to cover the employee's absence from work.

Section 11 Education

- 11.1 Meetings, Workshops & Training Classes An employee assigned by the Agency to attend meetings, workshops, training classes or other job related events shall have his/her reasonable expenses paid by the Agency. The time spent attending such event shall be considered time worked.

Employees on regularly scheduled days off who voluntarily attend meetings, workshops, and training classes not entirely dedicated to training such as American Power Dispatchers Association (APDA) meetings will be compensated at their normal rate only for time spent attaining continuing education units.

On site or off site training sessions, meetings or workshops may be scheduled, as required, to keep up with industry changes and assure that staff enhances essential competencies. The Agency shall endeavor to schedule such sessions to minimize the impact on off duty personnel.

Attendance at meetings, workshops, training classes and events must receive the prior written approval of the General Manager or designee.

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When an employee is temporarily assigned to attend such sessions at other than his/her regular headquarters, the following provisions will apply:

- (a) When arrangements are made for an employee to travel each day between his/her living quarters and the location, he or she shall be given allowance for the time involved which is in excess of the time normally taken in traveling between his/her living quarters and his/her regular headquarters, and such compensation shall be paid at his/her regular straight rate of pay.
- (b) If it is impracticable for an employee who attends such sessions to return to his/her living headquarters each day, Agency shall, for the duration of the assignments, provide his/her expenses for board and lodging, local transportation expense and other incidental expenses.
- (c) An allowance for reasonable travel time incurred by an employee in traveling between his/her regular headquarters and the location at the beginning and at the end of his/her assignment shall be authorized. Such allowance shall be computed at the straight rate of pay.

11.1A Cross Training Agency, subject to need, may require cross-training between/among schedulers/dispatchers/schedule coordinators and other NCPA staff to provide for further understanding and adaptation of necessary work functions. An added need is to assure that sufficient backup staff is available to fill in on the 24-hour operation during critical staffing periods. Cross training may utilize staff from outside the bargaining unit.

An overall objective is to have the dispatchers, and schedule coordinators be able to fill in on each other's tasks in staff constrained situations as well as allow flexibility for transition away from the current protocols experienced under the PG&E/NCPA Interconnection Agreement (where protocols have yet to be defined).

11.1B Staff Meetings Staff meetings shall be scheduled as required and, when feasible, at such times so as to minimize the inconvenience to off duty staff (generally during the overlap of a shift change). Overtime compensation for staff meetings will be consistent with Section 7.1. Employees who attend a staff meeting on a non-work day will receive pay for the time of the meeting and travel pay.

11.1C Training/Development Guidelines to Achieve Dual Schedule Coordinator/System Dispatcher Qualification

Purpose:

To provide Schedule Coordinators (SC) and System Dispatchers (SD) a means of qualifying for "Dual Qualification Status" in both areas of operation within the NCPA Operations Center.

Administration:

The Power Management Assistant General Manager (AGM) or his designate and the NCPA-IBEW representative(s) will work together to see that the below guidelines are followed and that any changes to these guidelines will be as mutually agreed.

Eligibility:

SCs with a minimum of 42 months related experience (12 months of which must have been as an NCPA SC) and completion of both the SC Competency Test and the SD Qualification Test may request SD training under this guideline. SCs meeting this criteria and approved for training participation will be eligible to advance to Step 10 of the NCPA Operations Hourly Pay Schedule after having performed at the SC Step 9 pay level for at least six months.

SDs with a minimum of 24 months experience (or less if approved by the Supervisor of Dispatch Operations) and having passed the SD Competency Test may request SC training under this guideline. SDs meeting this criteria will advance in their current pay progression at six month intervals.

Available dual qualification training will usually first be open to SC and SD staff filling Relief positions, and then to others based on departmental seniority.

Agency Rights and Responsibilities:

The Agency reserves the right to change, cancel or reschedule an employee's training schedule as needed due to changing needs in the NCPA Operations Center, including but not limited to, reduced staffing circumstances caused by illness, vacations, workload, etc., or other issues as determined by the Agency which affect the ability to perform dual classification training. The Agency will use reasonable efforts to adhere to the conditions of these guidelines and will discuss any changes to the outlined training schedule with the affected employee(s).

Trainee Rights and Responsibilities:

The SC or SD participating in such training will make reasonable efforts to adhere to the training schedule developed between him/her and the Supervisor of Dispatch Operations. The participating SC or SD desiring to change or withdraw from such training will, in a timely manner, communicate the reasons for such change with the Supervisor of Dispatch Operations, who will attempt to accommodate such change. If a training participant wishes to withdraw from the training program, such participant will, for purposes of any subsequent dual qualification training request, be considered to have the least seniority of all represented staff in the NCPA Operations Center at the time such training termination request is made.

Guidelines:

All eligible employees requesting dual qualification training/status will fill out and submit the Request Form (See Exhibit B) to the Supervisor of Dispatch Operations. Upon approval of the request and completion of the form and the development of the projected training schedule and testing timelines, the form will be signed by the requesting employee, the IBEW representative, the Supervisor of Dispatch Operations, the Manager of Coordinated System Operations, the AGM of Power Management, and the NCPA Human Resources Manager. The Supervisor of Dispatch Operations will work with the employee to schedule the necessary training, in either SD or SC classifications, and to monitor the progress of the training program. Any modifications to, or termination of, such schedule will be noticed to all signatories to the schedule.

Understandings:

An SC accepted into this training program and advancing to the Step 10 pay level must be making sufficient progress toward attaining journey level SD skills prior to advancing to pay Step 11 or beyond. Such determination will be made by the IBEW representative, the most senior NCPA SD [or the SD primarily responsible for conducting such training], and the Supervisor of Dispatch Operations, and the determination must be unanimous. An SC receiving training under this program that requests to withdraw from training, or that after 24 months of such training is determined (by unanimous agreement of the IBEW representative, the most senior SD [or the SD primarily responsible for conducting such training], and the Supervisor of Dispatch Operations) to be unable to attain the skills necessary for journey level SD duties or to pass the SD Competency Test, will be withdrawn from the SD training program and reassigned to SC duties at the Step 9 pay level. If a training participant is reassigned to Step 9, he/she must wait a minimum of 12 months before again requesting dual qualification training.

Employees with Dual Qualification status will be subject to periodically performing shifts in the other classification in order to retain full journey skill levels in both classifications.

Testing Requirements:

An SC requesting to receive SD training is required to pass both the SC Competency Test and the SD Qualification Test. Any SC failing such test(s) may request to re-take such test(s) no sooner than 60 days after failing such test(s), or subsequent test(s).

- 11.2 Educational Leave and Tuition Reimbursement Solely at the Agency's discretion, the Agency may provide an educational leave and tuition reimbursement plan. The Agency may choose to reimburse expenses for tuition, books, and curriculum fees incurred by an employee for classes given by accredited institutions of learning or approved specialized training groups. Such programs must be related to the employee's job duties and must be approved in advance by the Personnel Manager or designee.

An employee may request an advance of funds subject to the approval of the Personnel Manager or designee. Advances may be granted for tuition, books and curriculum fees. If an advance is granted, the employee must present evidence that each course is satisfactorily completed. If a course for which an advance has been made is not satisfactorily completed, the employee will repay the Agency through deductions from the employee's pay in a sum to be determined at the sole discretion of the Agency. The Agency's administrative directives shall govern implementation of this policy.

Section 12 Insurance

- 12.1 Medical Insurance Medical insurance for employees and eligible dependents will be provided by the Agency.

NCPA will pay a maximum PERS medical plan monthly premium equal to that of the current PERS Choice plan or equivalent PPO plan if PERS Choice is no longer offered, and up to a fifteen (15%) increase in the PERS Choice premium each year. If the premium increase for this plan exceeds 15% in a year, the excess amount will be paid by affected active employees and retirees. If an employee selects a medical plan with a monthly premium in excess of the PERS Choice premium, the employee shall pay the cost difference via a payroll deduction based on the maximum amount paid by the Agency as noted above. NCPA to reimburse ½ of 20% PERS Choice co-insurance to match co-insurance under PERS Care Plan. Employee to submit Explanation of Benefits form to Plan Administrator showing amount for reimbursement processing.

Employees may elect a monthly payment via paycheck in-lieu of the medical insurance coverage if they present proof of alternate medical insurance. The amount of the monthly payment will be:

Employee only coverage	\$100/mo.
Employee plus one coverage	\$150/mo.
Employee plus two or more coverage	\$200/mo.

- 12.2 Dental Insurance Dental insurance for the employee and eligible dependents will be paid by the Agency. There will be no co-pay on preventive work. There will be no co-pay on basic work if a preferred provider dentist provides the service. Otherwise basic and major services require a 15% co-payment. See the plan documents for more details.

12.3 Life Insurance Life insurance in the amount of approximately three times annual salary will be provided by the Agency to each employee through a carrier selected by the Agency. Employees meeting the Agency's retirement qualifications may elect to continue life insurance coverage at their own expense at rates quoted by NCPA's life insurance carrier. The amount of life insurance may be equal to or lower than NCPA's standard coverage. The increments of coverage will be determined by the life insurance carrier.

12.4 Short-Term/Long-Term Disability and Worker's Compensation

Short/Long-term disability will be provided by the Agency for each eligible employee through a carrier selected by the Agency.

A) Short-term disability will be provided by the Agency for each eligible employee through a carrier selected by the Agency. The maximum weekly benefit would be up to a maximum of 180 days.

B) Long-term disability will be provided by the Agency for each eligible employee through a carrier selected by the Agency. The maximum benefit will be \$8,100/month and would take effect at 180 days of disability.

C) For non-work related injury, the amount of short or long-term disability shall be 60% of standard monthly earnings (excluding overtime), or the maximum monthly benefit determined by the plan. This benefit shall supplement State Disability Insurance. For work related injuries, the Agency shall supplement worker's compensation so that for the first six (6) months of disability the employee shall receive 85% of standard monthly earnings (excluding overtime and for the second six months of disability 75% of standard monthly earnings excluding overtime). See the plan document for more details.

There may be a waiting period before these benefits begin.

12.5 Vision Care Insurance The Agency will provide vision care insurance for each employee and his/her eligible dependents.

12.6 Flexible Spending Account NCPA will establish flexible spending accounts per NCPA policy 405.11. and will supplement the employee's medical reimbursement account with a \$500/year contribution. New hires will receive a pro-rated contribution based on the hire date.

12.7 Business Travel Accident Insurance A benefit of \$300,000 shall be provided in life insurance in the event an employee dies while traveling on business (as defined in the policy).

Section 13 Retirement Plan

13.1 CalPERS Retirement income is provided for the employee by the Agency under the CalPERS 2% at age 60- retirement plan (see CalPERS Local Misc. 2% at 60 booklet). There is a 50% prior service credit for NCPA employees as of April 7, 2002. Options added

by NCPA to the 2% at age 60 plan are identified in Exhibit C. Under this Agreement, employee's PERS contribution to be:

- 3% of base pay-pretax-for the first 2 months;
- then 2% of base pay-pretax-for the period 3/9/03-4/1/03;
- then 1% for the period 4/1/03-12/31/03;
- then 0% for the calendar years 2004 and 2005;
- the dates above may be moved earlier in time beginning with the 4/1/03 pay period to coincide with the end of the preceding pay period.

The 3% wage increase scheduled for July 1, 2002 did not occur. The wage schedule for July 1, 2001 through June 30, 2002 was extended to January 1, 2003. Effective with the first payroll period ending after July 2002, the employee contribution was reduced from 6% to 3% of base pay as noted above. In the second 12 months in PERS the employee contribution was reduced from the 5% of base pay noted above to 2%. On 1/1/04 a 1% wage offset will occur to reduce the employee PERS contribution. For the purpose of future compensation comparisons, such wage percentage offsets will be added back into wages.

The acceptance of this plan is a condition of employment for new employees.

NCPA agrees to request and pay for an actuarial report from PERS on a 2% @ Age 55 retirement plan. Report to be requested by 01/01/05.

- 13.2 Post Retirement Health Insurance Post retirement health insurance is presently provided as part of the medical plan for the employee and his or her spouse. The premium is paid the same as for active employees. NCPA to reimburse ½ of 20% co-insurance under PERS Choice Plan to match the co-pay under PERS Care Plan. Retirees must submit their Explanation of Benefit form to Plan Administrator showing co-insurance amount for reimbursement processing. To be eligible an employee must meet CalPERS eligibility requirements, currently age 50 with a minimum of 5 years service.

Retirees and active employees may also receive a monthly payment if they elect to waive medical coverage and present proof of alternate medical insurance. The amount of the monthly payment will be:

Retiree only coverage	\$100/mo.
Retiree plus one coverage	\$150/mo.

Section 14 Grievance Procedure

- 14.1 General The purpose of this grievance procedure is to provide a just and equitable method for resolving complaints and disputes between the parties to this Agreement.
- 14.2 Grievance-Defined Grievance shall mean and refer to a complaint or dispute regarding the interpretation or application of a specific provision of this Agreement and/or written, Agency rules, regulations and policies referring to the employee's wages, hours or conditions of employment.

Subject to the definition set forth above, a grievance may be filed by an individual employee or by the Union on behalf of unit members or the Union as a whole.

14.3 Representation During all stages of the grievance procedure an employee may represent himself/herself or be represented by a Union steward. The Union reserves the right to close a grievance at any step of the grievance procedure without agreement of the grievant.

14.4 Step 1 Grievance

- (a) An employee with a grievance shall first discuss the matter with the employee's immediate supervisor within fifteen (15) working days of the date the employee knew of or should have known of the matter supporting the grievance. The supervisor and the employee shall make every effort to resolve the dispute. A shop steward will be provided if requested by the employee.
- (b) If the dispute is not resolved in the above oral step, the grievance may be reduced to writing and submitted by the employee/steward within five (5) working days of the unsuccessful oral discussion. The Mgr. Coordinated System Operations will schedule a meeting with the employee/steward within ten (10) working days upon receipt of the written grievance. A written response to the grievance will be provided to the steward within five (5) working days of meeting between the Manager and employee/steward.

14.5 Step 2 Grievance

- (a) Any grievance not resolved in the step 1 grievance procedure may be appealed by the employee/steward filing a written grievance with the Assistant General Manager within ten (10) working days after receipt of the step 1 written answer. The step 2 grievance shall be in writing and shall describe the grievance and the remedy requested as well as any relevant information relating to the grievance that the employee/steward wishes the Assistant General Manager to consider. The Assistant General Manager shall meet with the employee/steward within ten (10) working days of the receipt of the grievance. A written answer will be provided within five (5) working days of this meeting.

14.6 Time Conditions If the grievance is not presented by the employee within the time limits set forth above, it shall be considered waived and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof it shall be considered settled on the basis of NCPA's last answer. If NCPA does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

14.7 Grievance Committee

- (a) If the employee/steward is not satisfied with the decision of the Assistant General Manager, the employee may appeal by requesting in writing that the Human Resources Manager submit the grievance to a Grievance Committee. Such request must be made within 10 working days after receiving the decision of the Assistant General Manager.
- (b) The Grievance Committee shall consist of five individuals. Two individuals shall be designated by the Human Resources Manager, provided that the immediate supervisor of the employee shall not be one of the individuals so designated. The employee/steward shall select two other committee members from a list of employees eligible to participate (as defined below) on the Grievance Panel. No participant (i.e., grievant, witness or otherwise involved party) may sit on the Grievance Committee. The Union may annually ask its members if they wish to be on the Grievance Panel. A list of volunteers shall be supplied to NCPA by the Union. The fifth member of the committee shall be assigned by the California Office of Mediation and Conciliation. The person selected from the list shall be referred to as the "Hearing Officer".
- (c) The Grievance Committee shall meet at the time and place designated by the Human Resources Manager. The Hearing Officer shall serve as the chairperson for the Committee. The Grievance Committee shall allow the grievant, steward, and or Business Representative and the Agency to speak and to present evidence and witnesses, and shall issue a written report on the grievance. The written report shall state one of the following: (1) grievance upheld; or (2) grievance denied. A majority vote of the Grievance Committee shall constitute the action on the grievance.

14.8 Review by General Manager If the employee/steward or Business Representative is not satisfied with the decision of the Grievance Committee or if the Grievance Committee is deadlocked, the grievance may be appealed in writing to the General Manager within ten (10) working days of the decision of the Grievance Committee. The appeal shall state the reasons therefore. The Human Resources Manager shall submit the documentation and information submitted to the Grievance Committee to the General Manager. The General Manager's decision shall be final and rendered within thirty (30) working days.

14.9 The time lines with the exception of the initial time line in 14.4 may be extended by mutual agreement between the Agency and the Union.

14.10 Shop Steward Shop stewards shall be employees of the Company, and the Union may designate one shop steward and one alternate for the proper administration of its affairs and for the administration of the provisions of this agreement.

Section 15 Position Bidding

- A. All physical employment openings within the Agency will be posted before considering applicants outside the Agency. NCPA may advertise outside the Agency at the time openings are posted.
- B. Continue using the structured oral interview process for employee selections based on education, experience, seniority and training. Employees in the line of progression will be given first consideration for promotion in the line of progression. Bid postings will be posted a minimum of fourteen calendar days.
- C. Selection panels will be comprised of the Human Resources Manager or his/her representative and at least two other supervisory employees selected by NCPA. The panel may be comprised of outside raters or a combination of both inside and outside raters as determined by the Human Resources Manager and Assistant General Manager.
- D. The Human Resources Manager may prepare a supplemental application for each position listing the qualifications that are required for the position. Each bidder is required to complete the supplemental application to be considered.

15.1 Confirmation of Required Driver's License

- A. The Agency shall have the right upon request, to demand confirmation that any employee or applicant, whose job description includes the requirement that the employee possesses a valid and appropriate driver's license, possess such a license. The employee shall cooperate with the Agency in filing any request for information required by the Department of Motor Vehicles.
- B. Employees who drive Agency vehicles or personal vehicles in the course of their job duties must have a valid driver's license and insurance.
- C. Employees must immediately notify their Manager if their license is suspended or revoked and he/she may not drive an Agency or personal vehicle in the course of their job.

Section 16 Layoff or Reduction in Force

An employee's service, as defined in Section 2.2 "Service" shall be the determining factor in the application of this section. The Agency will give an employee, who is to be laid off or demoted in connection with a reduction in force as much notice as possible; but not less than ten (10) working days. The employee will be further advised as to whether there are any

other jobs to which such employee may exercise an election by filling a vacancy or by displacing another employee.

An employee may not elect to displace another employee whose service is equal to or greater than his own. An employee may not displace an employee in a classification having a wage rate higher than that of his own classification, except where such classification is considered to be the same in accordance with a line of progression.

In the application of this section; casual, temporary, provisional and part-time employees are considered to be a different classification than full-time employees under the same job title. Casual, temporary, provisional, and part-time employees will not be able to displace full-time employees regardless of seniority.

An employee shall not be placed in a job unless qualified to perform the duties.

When a demotion or displacement is to be made, the employee with the least service in such classification shall be demoted to the next lower classification in the reverse order of normal line of progression. If successive demotions, the same procedure shall apply at each step until the employee is placed in another job or he/she is laid off.

If an employee cannot effect a demotion or displacement in his/her current line of progression, the employee may, if such employee has previously qualified in any other classification in another line of progression in the Agency, elect to displace the person in such classification and line of progression in the employee's division who has the least service. An employee may exercise an election under the provisions of this section only when it is for the purpose of returning to the line of progression in which the employee worked immediately prior to entering the line of progression from which the election was exercised.

If more than one demotion is to be made, the procedure shall first be applied to the highest classification to be affected, and then to successively lower classifications.

Casual, temporary, provisional and part-time employees can only displace other casual, temporary, provisional and part-time employees in the same or lower classifications within their normal line of progression, with respect to their "employment" date. The Agency shall not layoff any full-time employees until all casual, temporary, provisional and part-time positions, performing the same functions, have been eliminated. Nor shall the Agency demote any employee from a classification that a casual, temporary, provisional or part-time employee may be filling.

In the event the Agency determines that a permanent downsizing of employees is required;

Application #1 will apply to those effected employees.

- (a) Company determines the department, headquarters, classifications and number of employees to be effected.
- (b) Those employees in division, department, and classification to be effected will be offered the severance package of the Agency Severance Policy (No. 411). The

senior volunteers electing to accept the offer will receive the severance package, except that the number of employees receiving the severance package will not exceed the number of employees the Agency has determined will be affected under (a) above.

- (c) Such employees who elect the severance package Application 1 are considered to have resigned their employment with the Agency and therefore, have no preferential rehire rights under 16.2.

Application #2

- (a) If there are insufficient volunteers under Application 1, the normal displacement and layoff provisions of the MOU will be effected.
- (b) Employees laid off pursuant to Section 16 of the MOU will receive the severance package as defined above, but with rehire rights.

16.1 Demotion into the Bargaining Unit No employee shall be allowed to demote into the bargaining unit who has completed the probationary period in the position from which the employee is being demoted. As used in this section, the term "demotion" pertains to displacement due to layoff and does not refer to disciplinary demotions.

16.2 Re-Employment Rights Employees shall have re-employment rights to future vacancies in such classifications from which they were laid off, including employees who elected to take a demotion in lieu of a layoff. The name of laid off and demoted employees shall be placed on the preferred list for their classification, in the inverse order of layoff or demotion.

For a period of two (2) years from the date of layoff or demotion, all vacancies in the effected classification must first be attempted to be filled from the preferred list. A recall notice will be sent to the employee's last known address and it is the duty of the employee to keep NCPA updated regarding changes of address.

Section 17 Discipline and Evaluation

- 17.1 Regular employees shall receive annual performance appraisals consistent with current Agency policies for represented employees.
- 17.2 Employees shall be disciplined in accordance with NCPA Policy No. 415-11, Discipline Policy.

Section 18 Employer and Employee Rights

18.1 Employer's Rights Subject to state law and the provisions of the Agency's Employer-Employee Relations Policy, the rights of the Agency through its commission and management include, but are not limited to: the exclusive right to determine the mission of its constituent departments; set standards and work of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action in accordance with law and the rules and procedures of the Agency; relieve its

employees from duty because of lack of work or other lawful reasons; maintain the efficiency of Agency operations; determine the method, means and numbers and kinds of personnel by which Agency operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work.

- 18.2 Employee's Rights As provided in state law and the Agency's Employer-Employee Relations Policy, employees of the Agency shall have the right to form and participate in the activities of an employee Union of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of the Agency shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Agency.
- 18.3 Payroll Deductions Upon receipt of an authorized payroll deduction form, the Agency shall deduct Union dues/fees from employees pay and promptly pay over to the designated payee all sums so deducted. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of deduction authorized.

Section 19 Notice

- 19.1 Notice The Agency and Union recognizes and agrees to be bound by the notice requirements of Government Code section 3504.5 below:

Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designed by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

In cases of emergency when the governing body or such boards and commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

- 19.2 Personnel Rules and Regulations Not Affected It is understood that the Agency has adopted certain personnel rules and regulations, which are applicable to all employees of the Agency, including those, covered by this MOU. Nothing in this memorandum is intended to supersede or modify any such rule or regulation unless expressly provided by specific reference to the applicable rule or regulation.
- 19.3 Union Bulletin Board The Agency will provide one bulletin board in the Dispatch Center. Union use of bulletin board shall be limited to the posting thereon of official notices

of meetings and similar matters relating to Union business and its relationship with the Agency. Union shall not post thereon any information derogatory to NCPA or its members.

Section 20 Bargaining Unit Work

Supervisors and unrepresented employees of the Agency will not normally perform work assigned to employees covered by this MOU, including call-out and overtime work.

This will not preclude supervisors and non-bargaining unit employees from performing bargaining unit work in the event of unavailability of qualified bargaining unit personnel.

Section 21 Term and Effect of Agreement

21.1 Term This Agreement shall be effective the first day of the first payroll period for 2006, and shall remain in effect through the last payroll period ending in calendar year 2008.

21.2 Effect During the term of this Agreement, its provisions shall govern the wages, hours, benefits and working conditions of employees within the job classifications covered by this Agreement. Neither party hereto shall be required to meet and confer upon matters set forth in this Agreement, except that the parties may meet and confer during the term of this Agreement on any matter within the scope of representation where:

- (a) The matter is not covered by this Agreement or was not expressly raised as an issue during the meet-and-confer process by which this Agreement arose; and
- (b) There has been a significant change in circumstances with respect to such matter, which could not have been reasonably anticipated by the parties at the time they signed this Agreement.

Nothing in this section shall relieve the Agency of its obligations to the Union as recognized in Section 13.1.

21.3 Conflicts To the extent there is a conflict, it is understood and agreed that the specific provisions contained in this Agreement shall prevail over Agency rules, regulations, policies and procedures pertaining to the same subject matter. It is further understood and agreed that in the absence of such conflict, such rules, regulations, policies and procedures remain in full force and effect and applicable to the bargaining unit members.

21.4 Complete Understanding The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and initial consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither the Union nor the Agency shall be obligated to reopen or renegotiate any of the provisions of this Agreement except as specified in the attached addendum.

21.5 Successor Agreement This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be

affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of ownership or management of either party or by change, geographical or otherwise, in the location or place of business of either party hereto.

Northern California Power Agency

By: _____
James H. Pope, General Manager

International Brotherhood of Electrical Workers Meet and Confer Committee

By: _____
Rich Cowart, Business Representative

IBEW Negotiations Team:

By: _____
Jana Linkiewicz

The above Memorandum of Understanding is hereby ratified and confirmed

this _____ day of _____ 2005,
International Brotherhood of Electrical Workers, AFL-CIO Local Union 1245.

By: _____
Perry Zimmerman, Business Manager

EXHIBIT A
NCPA Operations Hourly Pay
Schedule
(Effective 01-01-2006)

Schedule Coordinator Pay Progression (2), (4)															
STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9						
TIME FRAME (1)	Initial Salary \$/hr	After 6 months \$/hr	After 12 months \$/hr	After 18 months \$/hr	After 24 months \$/hr	After 30 months \$/hr	After 36 months \$/hr	After 42 months \$/hr	After 48 months \$/hr						
		CY2005	22.29	24.52	26.75	28.43	30.09	31.77	33.44	35.11	36.78	37.89	40.12	42.35	44.59
CY2006	23.07	25.38	27.69	29.43	31.14	32.88	34.61	36.34	38.07	39.22	41.52	43.83	46.15	48.45	50.76
CY2007	23.88	26.27	28.66	30.45	32.23	34.03	35.82	37.61	39.40	40.59	42.98	45.37	47.77	50.14	52.53
CY2008	24.71	27.19	29.66	31.52	33.36	35.22	37.08	38.93	40.78	42.01	44.48	46.95	49.44	51.90	54.37
					STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
					Initial Salary \$/hr	After 6 months \$/hr	After 12 months \$/hr	After 18 months \$/hr	After 24 months \$/hr	After 30 months \$/hr	After 36 months \$/hr	After 42 months \$/hr	After 48 months \$/hr	After 54 months \$/hr	After 60 months \$/hr
System Dispatcher Pay Progression (3), (4)															

Notes	<p>1) CY2002 pay levels indicate the hourly pay scale in effect as of the last full pay period ending in calendar year 2002. For each of the subsequent calendar years, the hourly pay levels become effective in the first pay period ending in that calendar year through the last full pay period ending in that calendar year. CY2003 pay is escalated 3% above CY2002 levels; CY2004 pay is escalated 2% above CY2003 levels; and CY2005 pay is escalated 3% above CY2004 levels.</p> <p>2) The Schedule Coordinator (SC) classification comprises Steps 1-9 of the above salary tabulation. An SC without prior SC experience will be hired into the Step 1 salary level and shall not advance to the Step 3 salary level without successfully completing NCPA Operations Center SC Competency Test; any SC with prior experience shall not advance beyond one step above his/her hire-in level without successfully completing NCPA Operations Center SC Competency Test. An SC in pay Steps 1 and 2 is typically considered a trainee.</p> <p>3) The System Dispatcher (SD) classification comprises Steps 5-15 of the above salary tabulation. An entry level SD will normally have 3 - 5 years of relevant experience and be capable of learning/performing the job skills required of a System Dispatcher. For an SD to advance to Steps 14 and 15, such SD must have passed NERC load dispatcher certification tests. An SD completing at least twelve months of on-the-job training and successfully passing the SD Competency Test shall be considered an NCPA qualified SD. Any SD in Steps 14 or 15 who does not maintain NERC certification will be placed in pay Step 13 until such certification is attained (see Line of Progression Guidelines). Qualification as an NCPA SD shall be consistent with NERC Standards.</p> <p>4) An employee filling a relief position in either the SD or SC classification will receive a relief premium equal to 2.5% of his/her hourly pay. An employee filling a relief position that is fully qualified to perform journey level SD and SC functions will receive a relief premium equal to 5.0% of his/her hourly pay.</p>
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EXHIBIT B

**Training/Development Plan
to Achieve Dual Schedule Coordinator/System Dispatcher Qualification
Request Form**

1. Employee Requesting Action: _____

2. Date of Hire: _____

3. Current Status/Qualification: _____

4. Training Required: _____

5. Target date(s) of Achievement: _____

6. Target of Dual Qualification: _____

7. Employee Signature & Date: _____

IBEW Representative _____

A. Mgr Coord System Ops _____

Mgr Coord System Ops _____

AGM, Pwr Mgmt _____

Mgr, Human Resources _____

EXHIBIT C

Options Added by NCPA to 2% at Age 60 PERS Contract

A. Section 20938 (Limit Prior Service to Members Employed on Contract Date)

The Agency may limit prior service credit (service rendered to the Agency prior to its contract date with CalPERS) to persons in employment with the Agency on the effective date of its CalPERS contract. This means that employees who are not employed by the Agency on the contract date cannot receive the 50% service credit buy-in paid for by the Agency. They may receive prior service credit in certain situations, but it would be at the employee's own expense.

B. Section 20965 (Credit for Unused Sick Leave)

Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service for each day of unused sick leave (i.e., 250 days of sick leave equals one additional year of service credit). This section applies to retirees whose date of retirement is within four months of separation from employment and who retire after the effective date of the contract amendment.

C. Section 21335 (3% Cost-of-Living Allowance, base year 2001)

Retirees are covered by an annual 3% *maximum* cost-of-living increase based on the CPI. If the base year of 2002 is chosen for the contract, the first cost-of-living adjustment increase would be effective April 2004.

D. Section 21548 (Pre-Retirement Optional Settlement 2 Death Benefit)

The spouse of a deceased employee, who was eligible to retire at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired from service on the date of death. This benefit is payable to the spouse until death or remarriage.

E. Section 21031 (Public Service Credit for Limited Prior Service)

This option permits employees to purchase prior NCPA service, which was not included in the 50% prior service buy-in by the Agency.

F. Section 21024 (Military Service Credit as Public Service) 1976

An enrolled employee may elect to purchase up to four years of service credit for any continuous active military service or merchant marine service prior to employment. The benefit only applies to active employees while in employment with the Agency.

cc: Payroll
A/P Travel