

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE DESIGNATED REPRESENTATIVES

OF THE

TRI-DAM PROJECT

AND

THE DESIGNATED REPRESENTATIVES

OF

LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AFL-CIO

March 1, 2008 through February 29, 2012

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|---|-----------|
| 1. GENERAL..... | 2 |
| 2. EMPLOYEE REPRESENTATION..... | 3 |
| 3. GRIEVANCE PROCEDURE..... | 4 |
| 4. SAFETY..... | 5 |
| 5. COMPENSATION INSURANCE AND SOCIAL SECURITY..... | 5 |
| 6. EMPLOYEE STATUS..... | 6 |
| 7. WAGES AND CLASSIFICATIONS..... | 7 |
| 8. HOURS AND OVERTIME..... | 7 |
| 9. CONTINUITY..... | 11 |
| 10. PROMOTION AND TRANSFER..... | 12 |
| 11. DEMOTION AND LAYOFF..... | 12 |
| 12. LEAVE OF ABSENCE..... | 12 |
| 13. EXPENSES..... | 13 |
| 14. SICK LEAVE..... | 14 |
| 15. HOLIDAYS..... | 15 |
| 16. VACATIONS..... | 16 |
| 17. MISCELLANEOUS..... | 18 |
| 18. EMPLOYEE BENEFIT PROGRAMS..... | 19 |
| 19. EMPLOYEES ATTENDING TRAINING SCHOOLS..... | 21 |
| 20. ACKNOWLEDGMENT..... | 21 |
| 21. TERM..... | 21 |
| 22. FITNESS FOR DUTY..... | 23 |
| EXHIBIT A, SCHEDULE OF WAGES..... | 27 |

This **MEMORANDUM OF UNDERSTANDING**, made and entered into this **1st day of March 2008**, by and between the designated representatives of the Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District for the Tri-Dam Project (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as "Project", and the designated representatives of Local Union 1245, of the International Brotherhood of Electrical Workers, AFL-CIO (a recognized employee organization as defined in Section 3501 (b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as "Union",

WITNESSETH THAT agreement has been reached between the parties hereto, after meeting and conferring in good faith, on the following MEMORANDUM OF UNDERSTANDING governing wages, hours and other terms and conditions of employment applicable to the Tri-Dam Project of the Oakdale Irrigation District and the South San Joaquin Irrigation District:

1. GENERAL

- 1.1 The following Memorandum of Understanding governing wages, hours and other terms and conditions of employment applicable to Tri-Dam Project, hereinafter referred to as "Memorandum of Understanding" or "memorandum" or "agreement", and any future additions thereto or amendments thereof are for the guidance of the management, supervisory staff and employees of the Project. This Memorandum of Understanding supersedes and replaces all previous Memorandum of Understandings between the parties.
- 1.2 This Memorandum of Understanding may be changed at any time and from time to time by the Joint Boards of Directors of the Oakdale and South San Joaquin Irrigation Districts in accordance with the meet and confer provisions of the Government Code of the State of California.
- 1.3 If either Project or any recognized employee organization seeks adjustment of wages or other specific amendments to the terms of this "Memorandum of Understanding", it shall submit its written proposals to the other party sixty (60) days prior to the end of the current term of the agreement, in which event the parties shall commence discussions as soon as practicable thereafter. This agreement will continue on from year to year unless amended.
- 1.4 Except as otherwise herein provided, where the exercise of judgment or discretion is required, as the direction of employees, the hiring, classification, promotion, assignment and retention of employees, the discipline of employees for cause, the layoff of employees for lack of work or lack of funds or for other causes beyond the Project's control, the determination of organization and budget, the determination of methods, technology, means and personnel to conduct and maintain the efficiency of the operations of the Project, the

determination whether or not to use contractors or subcontractors, and the taking of any necessary action to carry out the mission of the Project in an emergency which calls for immediate action, the decision of the Joint Boards of Directors shall be final and conclusive.

- 1.5 The Tri-Dam Project Personnel Rules and Regulations govern personnel and pay matters for Project employees, except as amended by this agreement. Whenever conflicts arise between this agreement and the Project Rules and Regulations, this agreement shall govern until such time as a change to this agreement is negotiated.

2. EMPLOYEE REPRESENTATION

- 2.1 The Project recognizes the employee's rights of self-organization and to be represented by organizations of their own choosing as set forth in Chapter 10, Division IV of Title 1 of the Government Code of the State of California. To that end, the Joint Boards of Directors have appointed the General Manager to meet and confer with representatives of recognized employee organizations on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.
- 2.2 Representatives of recognized employee organizations will be permitted to access to Project property to confer at a reasonable time with Project employees on matters of employer-employee relations other than the solicitation of employees to join their organization or the collection of dues, but such representatives shall not interfere with work in progress and shall obtain the prior approval of the General Manager or their representative before entering on the property.
- 2.3 Recognized employee organizations will be permitted to use designated Project bulletin boards for the purpose of posting thereon notices of meetings and other official business of the employee organization, but employee organizations shall not post on such bulletin boards any matter derogatory to the Project.
- 2.4 It is the policy of the Project not to interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.
- 2.5 Any employee at their request will be permitted representation by an agent of an employee organization. The foregoing applies to discussions, investigations, hearings, etc., that could lead to an employee's discipline, demotion or discharge.
- 2.6 Project shall, during the term of this MOU and local 1245 representation of employees deduct from their wages and pay over to the proper officers of the Union the membership dues, less a 5% administrative fee.,

3. GRIEVANCE PROCEDURE

- 3.1 For the purposes of this section, a grievance is defined as an actual or alleged violation of or failure to comply with the terms and provisions of this “Memorandum of Understanding”, or an alleged discriminatory or arbitrary discharge, demotion or discipline of an employee. A dispute as to whether or not a subject is a proper matter for the grievance procedure shall be determined under the provisions of Section 3.2 (c), below.
- 3.2 The procedure of adjustment of a grievance is as follows:
- (a) **STEP ONE:** The initial step in the adjustment of a grievance shall be a discussion between the employee and/or their representative and the immediate supervisor directly involved, who will answer within five (5) work days.
 - (b) **STEP TWO:** If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance, in writing, by the employee and/or their representative to the General Manager, who will answer, in writing, within ten (10) work days. The second step shall be taken within thirty (30) calendar days of the date of the action complained of or the date that the grievant became aware of the incident which is the basis for the grievance.
 - (c) **STEP THREE:** If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance by the employee or their representative, in writing, to the Joint Boards of Directors, who will render a decision within thirty (30) work days. The employee shall, upon written request by themselves or their representative, be granted an oral hearing by the Joint Boards of Directors. In making their oral presentation, the employee shall be entitled to representation of their choosing. The grievant and their employee representative (if any) shall not be compensated for time lost in traveling to or appearing in such oral hearing. Such presentation shall include all facts pertinent to the grievance and will be considered in the disposition of the grievance. The Joint Boards of Directors shall have the option, exercisable either before or after a hearing of the facts pertinent to the grievance, but prior to making a decision on the merits of the grievance, to submit the grievance to an advisory panel. The membership of this panel and the means of its selection shall be as determined by the Joint Board of Directors, the grievant and their representative. The panel shall hear or review the facts and shall render an advisory opinion addressed to each of the parties. This advisory opinion shall be considered by the Joint Board of Directors in disposing the grievance, but it shall not be binding on any of the parties. The

decision of the Joint Boards of Directors shall be final and binding and no right to a rehearing shall exist.

- (d) A dispute between Project and any recognized employee organization regarding interpretation or application of this “Memorandum of Understanding” shall be handled under the provisions of section 3.2 (b) and 3.2 (c) above.

- 3.3 If the grievant fails to take the second step within thirty (30) days, the claim of grievance shall be forfeited. If the Joint Boards of Directors shall fail to render a decision within thirty (30) work days of the date of receipt of written presentation of the grievance or from the date of hearing before the Joint Boards of Directors on the grievance, whichever is later, the grievance shall be deemed granted. The aforementioned time limits may be extended by written mutual agreement between the employee and/or their representative and the Joint Boards of Directors.

4. SAFETY

- 4.1 The Joint Boards of Directors desire to maintain a safe place of employment for Project employees and, to that end, Project management shall make reasonable provisions necessary for the safety of employees in the performance of their work.
- 4.2 Regular “tailgate” meetings will be held on all jobs to plan the job and emphasize safety in their performance.
- 4.3 Regular safety meetings will be held bi-monthly for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and for training in first aid.
- 4.4 Project reserves the right to draft, after consultation in good faith with representatives of recognized employee organizations, reasonable safety rules for employees and to insist on the observance of such rules.

5. COMPENSATION INSURANCE AND SOCIAL SECURITY

- 5.1 Injuries or disabilities arising out of and in the course of employment with Project are and will continue to be within the application of the Workers’ Compensation and Insurance Chapters of Division 4 of the State Labor Code. The Project will comply with Labor Code.
- 5.2 An employee absent by reason of bona fide illness or injury arising out of and in the course of their employment with Project which comes within the application of

the Workers' Compensation and Insurance Chapters of Division 4 of the State Labor Code shall be eligible for supplemental benefits for the duration of temporary disability not to exceed a maximum of twenty-six (26) calendar weeks. Such benefits shall commence with the first work day of absence immediately following the day of injury. The amount of the supplemental benefit payable for each work day of absence shall be 85% of the employee's basic weekly wage rate divided by five, less any amounts to which he/she may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code. Any supplemental benefits paid during the first week of disability shall be considered as a credit against Workers' Compensation disability payments which may be retroactively due for that week and all supplemental benefits paid shall be considered as a credit which may be applied to any permanent disability settlement.

- 5.3 All project employees are and will continue to be covered by the United States Social Security Act.

6. EMPLOYEE STATUS

- 6.1 Employees will be designated as regular, probationary or temporary depending upon the purpose for which they were hired and their length of continuous service with the Project.
- 6.2 A regular employee is defined as an employee who has satisfactorily completed twelve (12) months of new hire probation with the Project.
- 6.3 A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job. As long as an employee is in probationary status they will not acquire continuity rights towards leave of absence, demotion and layoff. After six (6) months of probation, rights with respect to, holidays, promotion, sick leave, vacation or any similar rights and privileges are obtained. Upon successful completion of twelve months probation with the Project, a probationary employee will be given the status of a regular employee and shall be credited with continuity from the date of original hire.
- 6.4 A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed six (6) months. A temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature, nor will they accrue continuity or leave of absence rights. If a temporary employee is reclassified to probationary status they will be credited with all continuous service in determining eligibility for such benefits that may accrue to them in their new status.

7. WAGES AND CLASSIFICATIONS

- 7.1 Employees shall be paid the wage established for their classification.
- 7.2 Wages shall be paid at bi-weekly intervals on Thursday for a two (2) week payroll period ending not less than four (4) nor more than ten (10) days prior to the pay date, provided that if the regular pay date falls on a holiday, payment shall be made on the preceding work day.
- 7.3 When an employee is temporarily assigned to work in a classification higher than their regular classification, they shall be paid at the rate established for the higher classification, provided that such time worked is not less than two (2) hours during the day, with time computed to the nearest one-quarter (1/4) hour.
- 7.4 When an employee is temporarily assigned to work in a classification lower than their regular classification, their rate of pay will not be reduced.
- 7.5 The Project will “meet and confer” with the Union regarding job descriptions for the represented positions.
- 7.6 Attached hereto and made a part hereof is Exhibit A titled “Schedule of Wages”.

8. HOURS AND OVERTIME

- 8.1 All regular employees will receive full-time employment for each workweek employed, provided they report for duty on time and are capable of performing their work. This is not to be interpreted that the Project does not retain the right to layoff or release employees on account of lack of work at the end of the workweek, or at any time for cause.
- 8.2 (a) The Project headquarters for all maintenance employees shall be the Strawberry Service Center. The place of reporting for work for all maintenance employees shall normally be Strawberry Service Center. The Project shall provide transportation for all maintenance employees from the Strawberry Service Center to other Project locations. Travel time from the Strawberry Service Center to other Project locations shall be considered as time worked at the beginning and end of the normal work day. Project may, however, temporarily assign such employee(s) to other Project locations as the place of reporting for work, in which event, Project shall give the employee(s) as much notice as possible of the change in location of the place of reporting for work. Project may, in the event of a change in the place of reporting for work, provide transportation from the maintenance employee’s residence to the place of reporting for work, however, normal work hours shall be observed with no allowance for travel between the employee’s residence and the work location at the beginning or end of the normal work day.

- (b) Project will provide transportation for all roving operators, except Donnells and Tulloch roving operators, from Strawberry to their respective places of reporting for work and, at the end of the employees' period of work, Project will provide transportation for the return from the work site to Strawberry.
- 8.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive work days of eight (8) hours each Monday through Friday. The regular work hours shall be 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch.
- (a) Project and union may mutually agree to establish, modify or alternate 80 hour bi-weekly work schedules of any duration i.e., seasonal, etc. Holiday pay for employees on such schedules shall be equal to the number of hours that would have been worked.
- 8.4
- (a) When by reason of the nature of the operation of a plant of the Project, one or more eight (8) hours watches must be maintained therein, an employee who is assigned to duty on any of such watches shall be known as a shift employee.
 - (b) The workweek of shift employees shall be regularly scheduled. It may start on any day of the week and at any hour of the day. The five (5) work days and two (2) non-work days in the workweek of shift employees in any plant or department may be arranged in cycles of one, two or more weeks, and will not be changed except as the result of meeting and conferring in good faith.
 - (c) The normal work schedule for Roving Operators will be ten (10) consecutive work days with four (4) consecutive days off. Two (2) of which shall be Saturday and Sunday. By mutual agreement between Union and Management other work schedules may be substituted.
 - (d) An employee who is classified to perform relief duties shall be available for duty in revolving shifts on any day of the week and may be assigned for the relief of any shift in any such occupations without advance notice. Such employee shall not, as a result of such relief assignments, be paid overtime compensation for work performed during the regular work hours of such shift, provided, however, that in the event that they shall be required to report for work without having had eight hours off following the end of their last preceding work period they shall be paid overtime compensation for any time worked in the eight (8) hour period following the end of their last preceding work period. A work period is defined as any eight (8) hour shift or extension thereof.

- 8.5 Overtime is defined as: (a) time worked in excess of forty (40) hours in a work week; (b) time worked in excess of eight (8) hours on a scheduled work day (with the exemption of alternative work shifts i.e. 4/10's, 12 hr etc.); (c) time worked on a non-work day; (d) time worked outside of regular hours on a work day; and (e) time worked on a holiday. Overtime shall be computed to the nearest one-quarter (1/4) hour.

Project shall post quarterly reports, listing the accumulated overtime hours to date for each employee.

- 8.6 Notwithstanding the provisions of Sections 8.3 and 8.5 (d) above, Project may schedule employees to work for periods of eight (8) hours at other than their regular work hours when additional shifts are required in any of the following situations:
- (a) Emergency conditions involving the maintenance, construction or repair of plant or station equipment,
 - (b) Scheduled annual power plant overhaul where two or more operations, which cannot be performed simultaneously, can be performed consecutively without overall deviation from outage schedule;
 - (c) Installation of new or additional facilities of such character that work thereon cannot be completed during regular work hours or must be continuous until completed.
 - (d) Work involving cleaning debris from the water intake of hydro plants where extra precautionary measures are required to protect such property.

Project shall pay overtime compensation for all work performed outside of regular work hours for the first four (4) work days of any such situation. On the fifth (5th) work day and thereafter for the duration of any such situation, Project shall pay the straight rate of pay, plus the appropriate shift premium, for the work performed on work days during the hours of work established under this Section. This Section shall apply only to employees whose regular work hours are as established in Section 8.3 above.

- 8.7 Overtime compensation shall be paid at a rate equivalent to two (2) times the regular rate of pay as defined in Section 8.5 (a, b, c, d, and e).
- 8.8 Employees who are required to report for work on their non-work days, or on holidays they are entitled to have off, will be paid overtime compensation for the actual time worked, including travel time, but for not less than two (2) hours. If an employee who is called out for such work outside of their regular hours on a work day continues to work into their regular hours, they will be paid overtime compensation only for the actual time worked and travel time one way. For

purposes of this section only one (1) two (2) hour minimum call will be paid, subsequent calls will require pay for actual time worked plus any travel and meal time. The maximum of only one (1) two (2) hour minimum call will apply during any twenty-four hour period of midnight to midnight.

- 8.9 Overtime will be distributed as equally as is practicable among those employees who are qualified and available.
- 8.10 An employee who has worked for 8 hours or more at the overtime rate during the 16-hour period immediately preceding the beginning of their regular work hours on a work day shall be entitled to a rest period of 8 consecutive hours on the completion of such overtime work.
- (a) These shall be included as part of the 8 hours worked at the overtime rate in such 16 hour period, any travel time and meal time to which they are entitled when emergency or prearranged work is performed, except that any travel time and meal time to which they are entitled after being dismissed from work shall not be included as hours worked in such period, but shall be included in the computation of the 8 hour rest period
 - (b) Hours worked previous to any 8 hour rest period in which the employee does not work shall not be included in computing another period of overtime work.
 - (c) If the 8 hour rest period in whole or in part overlaps the employees' regular work hours, they will receive pay at the straight time rate for the extent of the overlap, except that the time taken during such overlap for any meal to which they are entitled on dismissal shall be paid for at the overtime rate.
 - (d) If the employee is called back to work during their 8 hour rest period, a new rest period will commence at the conclusion of such work.
 - (e) If the rest period overlaps their regular work hours but does not extend into the second half of their work day, the employee shall be excused from reporting for work until the beginning of the second half of their work day, and in such event they will be paid for the time between the expiration of the rest period and the end of the first half of their work day. If the rest period extends into the second half of their work day, the employee may be excused from reporting for work until the following work day, and in such event he will be paid for the time between the expiration of the rest period and their regular quitting time of such day.
 - (f) Employees entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of eight (8) consecutive hours, in which event they shall be paid at a rate equivalent to two (2) times their regular rate of pay for all

work performed until they have been relieved from duty for at least eight (8) consecutive hours.

8.11 Equivalent Time Off in Lieu of Overtime (ETO). Except as otherwise provided herein, an employee may elect to take earned overtime as Equivalent Time Off in lieu of compensation for earned overtime.

- (a) Equivalent Time Off shall be scheduled only at times mutually agreeable to the employee and the manager. Except that at the employees option ETO can be used in lieu of sick leave after three consecutive days of absence resulting from an illness or disability.
- (b) Accumulated Equivalent Time Off must be taken prior to December 31st of the year in which it is earned. If an employee has not used their earned Equivalent Time Off prior to December 31, the employee shall be paid for accumulated Equivalent Time Off in the pay period immediately preceding the end of the calendar year. No carry over of Equivalent Time Off credits shall be allowed from one calendar year to another.
- (c) In an emergency situation with 15 days notice and with the approval of the General Manager, an employee may convert their accumulated Equivalent Time Off to cash compensation other than provided for in 8.11(b) above.
- (d) Equivalent time off shall be computed at the applicable overtime rate converted to equivalent straight time dollars. Equivalent Time Off shall be limited to a maximum of one hundred twenty (120) hours on the books at any given time.

9. CONTINUITY

9.1 Continuity is defined as total length of continuous service as an employee of the Project. An employee's continuity will be deemed to be broken by termination of employment by reason of: (1) resignation; (2) discharge for cause; (3) layoff for more than six (6) consecutive months; (4) failure to return immediately on the expiration of a leave of absence; (5) acceptance of other employment while on leave; or (6) absence without pay, without leave of absence, in excess of three (3) work days. Continuity will not be broken when an employee is: (a) inducted, enlists or is called to active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment rights, (b) on duty with the National Guard, and (c) absent due to industrial injury.

- 9.2 Continuity shall not accrue while an employee is absent on leave of absence or due to a layoff, except that an absence of two (2) weeks or less will not be deducted in computing continuity.

10. PROMOTION AND TRANSFER

- 10.1 When new jobs or additional jobs are created or vacancies, other than temporary vacancies, occur, which Project intends to fill, Project shall, at the time it elects to fill such vacancy, post vacancy notices on bulletin boards at Tulloch Powerhouse, the OPS Center and Maintenance lunch room at Strawberry Service Center. Vacancy notices shall be posted for a period of five (5) days and shall set forth the date of posting, the classification and location of the job, its duties, qualification required and the rate of pay. Employees may submit applications on such vacancies to the General Manager within five (5) days from the date of posting.
- 10.2 In filling vacancies, Project shall consider applications on the basis of the employee's knowledge, skill, efficiency, adaptability, physical ability and continuity.
- 10.3 An employee who applies for promotion and has been promoted to a higher classification shall be on probation in that classification for a period of six (6) months from the date of promotion. During such period, the Project may demote them to a vacancy they are qualified to fill.

11. DEMOTION AND LAYOFF

- 11.1 When it becomes necessary for Project to lay off regular employees, Project will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.
- 11.2 Layoff in all cases due to lack of work will be determined by an employee's continuity. An employee whose job is being eliminated may elect to displace an employee in a lower paid classification if qualified to perform the duties of the lower paid classification and if their continuity is greater than that of the employee in the lower paid classification.
- 11.3 Regular employees who are laid off will be given preference in filling future vacancies for a period up to twelve (12) months, providing they keep the Project advised of their current address.

12. LEAVE OF ABSENCE

- 12.1 Leave of absence not to exceed one (1) year may be granted to regular employees by the General Manager for urgent and substantial reasons, providing

satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason.

- 12.2 A leave of absence will commence on and include the first work day on which the employee is absent and terminate with and include the work day preceding the day the employee returns to work.
- 12.3 All applications for a leave of absence shall be made in writing, except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of a leave of absence shall be clearly stated by the Project in conjunction with the granting of the leave of absence. Upon an employee's return to work after a leave of absence, they will be reinstated to their former position and working conditions, except that if there has been a reduction of forces or their position has been eliminated during said leave, they will be returned to the position they would be in, had they not been on a leave of absence.
- 12.4 An employee's status as a regular employee will not be impaired by such leave of absence.
- 12.5 If an employee fails to return immediately on the expiration of their leave of absence or if they accept other employment while on leave, they will thereby forfeit the leave of absence and terminate their employment with the Project.

13. EXPENSES

- 13.1 When the Project requires an employee to perform emergency (non-prearranged) work for two (2) hours beyond regular quitting time, or if an employee is called in more than one and one-half (1-1/2) hours before regular starting time, the project shall provide such employee with a meal. The Project shall continue to provide meals at four (4) hour intervals until employee is released from work. The cost of such meals and the time taken to consume them shall be at the Project's expense.

When the Project requires an employee to perform non-prearranged work on non-work days, the Project shall provide meals at intervals of four (4) hours, the first meal shall be four (4) hours after the employee reports for work, provided time was allowed for the employee to eat before reporting. If such time was not allowed, the first meal break shall be two (2) hours after reporting to work and at four (4) hour intervals thereafter.

If the nature of the work being performed (emergency) or the availability of meals in the area make it impractical to leave the worksite to eat a meal, the employee

shall receive \$10.00, in lieu of the meal, and one-half (1/2) hour pay at the appropriate overtime rate.

For the purposes of this section, "prearranged work" is work that is scheduled prior to the employee leaving work on the preceding day.

- 13.2 When work is to be performed during regular work hours on non-work days and the employee is given time to prepare a lunch, the normal lunch practices will be followed on such days.

14. SICK LEAVE

- 14.1 After the first year of continuous service, and for each year of continuous service thereafter, a regular employee shall be allowed sick leave with pay for a total of ninety-six (96) hours per calendar year (earned at the rate of eight (8) hours per calendar month). Sick leave time shall be accrued on a pro-rated basis per pay period and reported each pay period. Unused sick leave may be accumulated.
- 14.2 Sick leave benefits will be paid for illness or injury at full pay until sick leave benefit allowance has been exhausted.
- 14.3 Employees may use ETO in lieu of sick leave after three consecutive days of absence due to illness or disability.
- 14.4 Sick leave benefits will be paid as a supplement to any disability insurance benefits for which the premium is paid by Project. Four (4) hours of sick leave will be paid for each work day for which disability insurance benefits are paid and said four (4) hours of sick leave will be charged against the employee's accumulated sick leave allowance.
- 14.5 Sick benefit payments, including disability insurance payments, shall in no event exceed the amount of the employee's wages at their regular straight-time rate of pay in their regular classification.
- 14.6 Whenever possible, employees are expected to schedule their medical and dental appointments for time outside of their regular work hours. When it is necessary for an employee to make a medical or dental appointment for themselves during their regular work hours, the employee will be permitted to take the necessary time of sick leave for that purpose, provided that:
- (a) They give their immediate Supervisor not less than forty-eight (48) hours notice in advance of the appointment.
 - (b) They furnish their immediate Supervisor satisfactory evidence of the care received prior to the end of the payroll period.

- (c) They provide their own transportation or make their own arrangements for transportation to and/or from the work site on the day of the appointment.
- 14.6 An employee who is absent due to illness shall notify their immediate Supervisor with as much advance notice as possible
- 14.7 Project may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If an employee abuses the sick leave rules of the Project by misrepresentation or falsification, they shall restore the Project of all sick leave payments they received as a result of such abuse. The Project may treat any offense as it would any other violation of a condition of employment.
- 14.8 Sick leave benefits terminate with termination of employment and no payment will be made to an employee for any unused sick leave they may have accumulated at the time of their termination; except that:
 - (a) If a regular employee is required to permanently leave the service of Project because of physical disability, they shall, on severance of employment, be entitled to an allowance, which shall be the equivalent of the sick leave which they would be entitled under the provisions of this Section.
 - (b) Upon retirement, a regular employee shall be entitled to an allowance, which shall be the equivalent of 25% of the unused sick leave to which they would be entitled under the provision of this Section.
- 14.9 If a holiday occurs on a work day during the time an employee is absent on sick leave with pay, they shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

15. HOLIDAYS

- 15.1 Regular employees, except otherwise provided herein, will be entitled to the following holidays off with pay when they fall on a work day in the basic workweek, as specified by Federal or State law or executive order:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- 15.2 When any of the above holidays falls on a Sunday, the Monday following will be observed as the holiday.
- (a) The actual holiday will be observed for Roving Operator, Emergency Relief Operator and Shift Operator.
- 15.3 When any of the above holidays falls on a non-work day, a work day in conjunction with the holiday will be observed as the holiday, as determined by the General Manager.
- 15.4 If an employee is absent from work on either the work day prior to the holiday or the work day following the holiday, without permission or a bona fide reason, he will not receive pay for the holiday.
- 15.5 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to their holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days.
- 15.6 (a) When a holiday is shifted by Management from the normal day of observance, all employees on the Project will observe the selected day as the holiday.
- (b) When a holiday falls on an employees non-work day, that employee will have the option of accepting eight (8) hours additional pay for that pay period or the employee may opt to take eight (8) hours ETO at a later date, provided the employee selects the option prior to the end of the then current pay period-
- (c) Any overtime worked on a holiday may be taken later as ETO at the option of the employee, provided the employee selects the option prior to the end of the then current pay period.

16. VACATIONS

- 16.1 Employees of the Project shall be entitled to annual vacations with pay as follows:

- (a) After attaining one (1) year of continuity and on each anniversary date thereafter, an employee will receive eighty (80) hours vacation with pay.
 - (b) After obtaining five (5) years of continuity and on each anniversary date thereafter, an employee will receive eighty-eight (88) hours vacation with pay.
 - (c) After obtaining eight (8) years of continuity and on each anniversary date thereafter, an employee will receive one hundred twenty-eight (128) hours vacation with pay.
 - (d) After obtaining fifteen (15) years of continuity and on each anniversary date thereafter, an employee will receive one hundred sixty-eight (168) hours vacation with pay.
 - (e) Vacation time for each employee shall be on a pro-rated basis per pay period and reported each pay period.
- 16.2 Vacations will be scheduled throughout the year following the employees' anniversary (hire) date. Vacations will be scheduled by the full basic workweek. Vacations of less than a full basic workweek may be scheduled in unusual circumstances such as urgent or substantial personal reasons, illnesses, disabilities, etc. with approval of the General Manager. Employees with greater continuity will be given preference over those with less continuity in the selection of a vacation period.
- 16.3 The Project will not require an employee to take their vacation in lieu of sick leave or leave of absence on account of illness.
- 16.4 If a holiday which an employee is entitled to have off with pay occurs on a work day during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.
- 16.5 A maximum of one (1) year's vacation allowance may be carried over by an employee from one anniversary (hire) date to the next year and then only with approval of the General Manager. Vacation accumulation in excess of this amount may be allowed in unusual circumstances such as urgent or substantial personal reasons, extended trips, illnesses, disabilities, etc. upon the written approval of the General Manger.
- 16.6 If, at the Project's request, an employee is prevented from taking a vacation as scheduled, they will have the option of either deferring the vacation to a time acceptable to both employee and the Project' or receive pay, in addition to their vacation pay, for all time worked during the which the vacation was scheduled.

- 16.7 Employees whose employment with the Project is terminated for any reason will, at the time of termination, receive any unused vacation period previously earned. Earned vacation from the employee's anniversary (hire) date to the time of termination shall be based on one-twelfth (1/12) of their annual vacation allowance for each thirty (30) calendar days of service beyond their anniversary date.

17. MISCELLANEOUS

- 17.1 A regular or probationary employee who is summoned for jury duty and is therefore unable to perform their regular duties will be granted leave with pay for jury duty, for a maximum of 416 scheduled hours not worked as a result of jury service, provided that:
- (a) The employee shall give notice to two (2) weeks in advance of the date on which they are to report for jury duty or within not more than three (3) days after notice of jury duty is received by them, whichever is later.
 - (b) Any sum, exclusive of reimbursement for mileage, received by the employee as jury fees will be subtracted from the amount that they would have received as their regular wages for that period.
 - (c) Upon release from jury duty on any day for which they have been called for jury duty, the employee shall report to the General Manager, or their supervisor if the General Manager cannot be reached, either in person or by telephone and if, in the judgement of the General Manager (or supervisor), there is sufficient time left in the day for the employee to return to work, they shall return to work, the remainder of the work day.
- 17.2 The Project does not require and employee to furnish the tools necessary to perform their job. If an employee desires to use their own tools, the Project shall provide space for the storage of such tools, but shall not be responsible for such tools. The Project will, however, replace personal tools broken or damaged in the course of employment.
- 17.3 A regular or probationary employee, upon the death of their spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law or grandparent, will be granted time off with pay or a period not exceeding three (3) consecutive work days.
- 17.4 Under emergency conditions, the Project may require employees to work in inclement weather. In such cases Project shall provide employees with foul-weather gear.

- 17.5 Project may contract work on an as needed basis. Project may reorganize job assignments, duties, and otherwise change staffing levels to effect more efficient operations. Project will meet and confer with the Union when such changes may affect represented workforce. Project may not contract for the sole purpose of reducing represented workforce.

18. EMPLOYEE BENEFIT PROGRAMS

- 18.1 Medical Insurance: Each regular or probationary employee of the Project and their dependents are eligible for health, accident and major medial insurance coverage under the plan provided by the Project. Application for employee and dependent coverage must be made within two (2) months after the date of employment. Information about the plan is available at the Project Office. Health Plan coverage will be provided on the first of the month following sixty days after the beginning of the employee's first full month of employment.

The Project will contribute to the payment of premiums as follows:

- a. Employer to pay 100% of the single employee rate; Employer will pay 80% of the additional cost for couples and families. The remaining 20% of the rates for couples and families shall be paid by the affected employee.
 - (b) If an employee provides proof of medical insurance from another source, the employee may opt out of the Project's medical care coverage and be compensated \$200.00 a month in-lieu of Project provided coverage.
- 18.2 Group Life Insurance: Each regular employee of the Project is covered by group life insurance with accidental death and dismemberment benefits. The basic amount of insurance in the month following Board approval and member ratification of this MOU is \$50,000 and the premium is paid by the Project. Information about the plan is available at the Project Office. Group Term Life Insurance coverage will be provided on the first of the month following sixty days after the beginning of the employee's first full month of employment.
- 18.3 (a) Accident and Disability Insurance: Each regular employee of the project is covered by group accident and sickness insurance which pays a weekly indemnity benefit of \$87, or two thirds of the employee's regular straight time salary, whichever is less. Benefits begin on the first day of disability due to accident or sickness for which hospitalization is required and on the eighth day of disability due to sickness for which hospitalization is not required. Benefit payments extend a maximum of 26 weeks. The premium for the accident and sickness insurance is paid by the Project. Information about the plan is available at the Project Office.

- (b) All Project employees are covered by State Disability Insurance.
 - (c) Project shall provide a Long Term Disability Plan at no cost to the employee. Terms and conditions shall be equivalent to the plan in place as of January 1, 2004.
- 18.4 Dental Plan: Each regular or probationary employee of the project and their dependents is eligible for dental care insurance coverage under the plan provided by the Project. The premium is paid by the Project. Dental Insurance coverage will be provided on the first of the month following sixty days after the beginning of the employee's first full month of employment.
- 18.5 Vision Care Plan: Each regular or probationary employee of the Project and their dependents is eligible for vision care insurance coverage under the plan provided by the Project. The premium is paid by the Project. Vision Insurance coverage will be provided on the first of the month following sixty days after the beginning of the employee's first full month of employment.
- 18.6 The Project will continue the current level of benefits as described in subsections 18.1-18.5 above and may self-insure the above described benefits except for the medical plan contained in subsection 18.1.
- (a) Project shall provide an IRS flexible spending plan for health, dental, vision and/or dependent child/adult care.
- 18.7 The Project shall pay 50% of the cost for the single retiree's medical insurance benefit for employees 55 and older that retire with at least 10 years of fulltime continuous service, until such time retirees are eligible for Medicare (age 65). The remaining 50% of the benefit cost and 100% of any additional cost for providing such medical insurance for spouse or dependents shall be the responsibility of the retiree.
- 18.8 Each regular employee of the Project shall be enrolled in the Public Employees Retirement System plan. The plan shall be the 2% @ 55 formula, based on the "single highest year" formula. The employee shall continue to pay 1% pretax amount toward the employee contribution.
- (a) Beginning March 1, 2009 assuming a majority of employees concur, the PERS formula shall be modified to 2.5% @ 55. The change to this new program will not eliminate or reduce any of the CalPERS benefit amendments currently in effect.

- (b) Beginning March 1, 2009, the Employee's CalPERS contribution rate changes from 7% to 8%. Project shall increase its contribution to the employee share by an additional 1% of PERS reported payroll also beginning March 1, 2009. This will result in the employee share remaining at 2.286%

18.9 The Project will allow payroll deduction for a deferred compensation plan, provided that there is at least 50% sign up.

19. EMPLOYEES ATTENDING TRAINING SCHOOLS

19.1 (a) An allowance for reasonable travel time between an employee's regular headquarters and the training location at the beginning and the end of the training assignment will be allowed. Such time will be paid at the straight time rate of pay for their classification. A reasonable cost of meals incurred while traveling will be paid.

(b) The Project may provide transportation or at its option authorize the employee to use their personal vehicle and reimburse them for the mileage at the current rate established by the Internal Revenue Service.

(c) If it is impractical for an employee who attends a training class to return to their regular headquarters or to their living quarters each day, the Project shall provide them board and lodging or at its option reimburse them for lodging and the reasonable cost of meals.

19.2 The Project agrees to implement a program that provides for reimbursement for tuition, books and related materials for employees who complete job-related courses, on a pre-approved basis, with a minimum of a "C" average grade.

20. ACKNOWLEDGMENT

This MEMORANDUM OF UNDERSTANDING is not a contract and shall not be binding upon the Tri-Dam Project. It shall be submitted to the Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District for their determination. The MEMORANDUM OF UNDERSTANDING shall take effect upon their adoption by resolution of the Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District and all provisions of the current MEMORANDUM OF UNDERSTANDING shall remain in effect unless changed by the Joint Boards of Directors in accordance with the provisions of the Government Code of the State of California.

21. TERM

21.1 The terms of this Memorandum are to remain in full force and effect until the **29th day of February, 2012**. Upon adoption of a resolution approving this Memorandum the terms thereof by the Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District for the Tri-Dam Project, this Memorandum shall be in full force and effect as of the 1st day of March, 2008.

22.2 A general wage increase of 4.00% shall be applied effective with the first pay period that begins on or after March 1, 2008.

A general wage increase of 4.00% shall be applied effective with the first pay period that begins on or after March 1, 2009.

A general wage increase of 4.00 shall be applied effective with the first pay period that begins on or after March 1, 2010.

A general wage increase of 4.00% shall be applied effective with the first pay period that begins on or after March 1, 2011.

22.3 The Project shall develop an incentive program. The Incentive Program will be based on the Plant system's performance. We know that unforeseen circumstances will sometimes result in unplanned outages. This program is intended to reduce such outages by providing an incentive that acknowledges the commitment and dedication of Tri-Dam employees to limit outages and assure the safe and continuous operation of Project facilities. To that end, an annual incentive pool of \$30,000 has been established to focus all of our attention on doing the little things that prevent interruptions in service.

The goal of the program is to have no power outages. An outage for the purposes of this program is defined as:

1. When a Tri-Dam Plant or System fails to function such that generation is restricted by 20%
2. Generation is suspended entirely or requires unusual operating circumstances (such as 24 hour station attendance).

An annual outage allowance of 200 hours will be established that will not be considered in determining the incentive under this program. Once the 200 hour threshold is exceeded then each hour thereafter shall be recorded and will reduce the value of the potential payout. The incentive calculation shall be adjusted such that for each 24 hour outage period, the potential incentive award will be reduced by 10%.

Note: the project anticipates a 1-2 week annual maintenance outage that is separate from and will not affect this program.

Example:

Incentive Fund equals \$30,000

Annual outage hours recorded: 248

Incentive Reduction: 248 penalty hours – 200 hour allowance = 48 hours

$48 / 24 = 2$

$2 \times 10\% = 20$

$\$30,000 \times 20\% = \$6,000$

Net incentive payment= $\$30,000 - \$6,000 = \$24,000$

Method and Timing of Payment:

The Program will run from December 1 through November 30 of each Program year. For 2008, the Program will begin the first of the month following Board approval and Membership ratification of this Memorandum of Understanding. The amount of the first year's pool and the number of hours of allowance will be prorated based on the number of months the program is in effect. All Bargaining Unit employees who are on the active payroll and who have completed their probationary period as of November 30 of each year will be eligible to receive an award. The net incentive payment will be divided equally among the eligible Bargaining Unit employees on the payroll as of November 30. Payment will be made if at all possible as part of the first payroll period in December. If calculations cannot be made as of that date the payment will be made with the next subsequent payroll. Incentive payments, by law, are subject to normal state and federal payroll tax deductions. Should the plan not be continued under a subsequent Memorandum of Understanding, the Parties will Meet and Confer concerning the effects of ending the Program should the Program terminate prior to the end of a full Program year.

22. FITNESS FOR DUTY

It is the policy of the Tri-Dam Project:

1. To maintain a safe, healthful and productive environment that promotes the safety of employees and the public.
2. That all employees reporting for work shall be in a condition that allows them to fully perform their job duties and that such employees are fit to perform their job duties during their working hours and at times when they are paid to be subject to call.
3. That employees who are unfit to perform their job duties should be excluded

from the workplace.

It is also the Project's Policy that all candidates selected for employment with the Project and any employee reasonably believed to be unfit for duty shall be given a physical examination, and that the physical examinations and the results of such examinations shall be confidential.

Persons who violate this Policy shall be subject to disciplinary action, up to and including termination.

APPLICATION

This policy applies to all represented employees of the Project, and all candidates selected for employment with the Project as represented employees.

DEFINITIONS

1. **ALCOHOL:** means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.
2. **CONTROLLED SUBSTANCE:** shall have the same meaning as used in the Uniform Controlled Substance Act as adopted in California, and as amended from time to time, and as defined under federal law (21 U.S.C. 802 (6)).
3. **DRUG:** means any substance (other than alcohol) that has known mind or function-altering effects on humans which may affect work performance detrimentally, specifically including, but not limited, prescription or non-prescription medications having such effects and substances prohibited or controlled by law.
4. **FITNESS FOR DUTY:** means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.
5. **MEDICATION:** means any drug or derivative (prescription, over-the-counter, legal or illegal) used by an individual.
6. **UNDER THE INFLUENCE OR IMPAIRED:** means that a person is affected by a drug, alcohol or a combination of both, such that the person is unable to perform his/her job duties in a safe, productive and efficient manner.

EMPLOYEE RESPONSIBILITIES

- No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties.
- No employee shall report to work while under the influence of alcohol, medications or

drugs (prescription or non-prescription, legal or illegal).

- No employee shall use or consume alcohol, alcoholic beverages, illegal drugs, or prescription drugs for which the employee does not have a valid prescription (a) during the employee's working hours (including breaks and meal periods), (b) while on call, (c) while on Project property, or (d) while using or working on Project property or facilities.
- No employee shall use medications, whether prescription or non-prescription, either during working hours, while subject to call, or immediately prior to commencement of working hours, if such medication will have the effect of rendering the employee unfit to perform his/her job duties.
- An employee shall notify his/her supervisor, before beginning his/her job duties if he or she has taken any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of the employees duties or operation of Project equipment. If an employee takes any medication during the employee's working hours, including breaks and meal periods, which the employee knows or has reason to know might affect such employee's ability to perform his/her job duties, the employee shall immediately notify his/her supervisor.

Failure of an employee to comply with the foregoing Employee Responsibilities may result in disciplinary action, up to and including termination.

PROCEDURES

In order to implement the Project's Policy, as stated above, the following procedures shall be in effect:

Physical Examinations:

Physical Examination will be required under three circumstances: (a) a person is being considered for a position of employment with the Project; (b) an employee's manager or supervisor has a reasonable suspicion that the employee is unable (unfit) to perform the duties of his/her job or is reasonably suspected of being under the influence of drugs or alcohol; (c) or that an employee's physical or emotional conditions, drugs, or alcohol may be a contributing factor in any work-related accident or injury.

All examinations will be performed by or at the direction of a physician designated by the Project. The attending physician will determine if the employee or candidate for employment is capable of performing all duties of the job as required by the job description and Physical Requirements checklist.

Pre-Employment Physical: Candidates selected for employment at the Project will be required to submit to a Pre-Employment Physical, and a drug and alcohol screening to determine if the candidate is fit to perform the duties of the job for which he/she is

applying. All employment applicants for these positions will be informed of the physical and drug/alcohol screening tests in the job announcement and will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any

or all of these tests will not be considered for employment for the position for which he/she has applied.

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the physical examination or the physical therapy evaluation will be informed of the results of the examination.

EXHIBIT A, SCHEDULE OF WAGES
MARCH 1, 2008 through FEBRUARY 29, 2012

| Department / Title | Modifier | Basis | 3/1/2007 Base | 3/1/2008 4.00% | 3/1/2009 4.00% | 3/1/2010 4.00% | 3/1/2011 4.00% |
|---|-----------------|--|--------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Maintenance | | | | | | | |
| Electrician Journeyman | | | \$35.28 | \$36.69 | \$38.16 | \$39.69 | \$41.28 |
| Electrical Machinist Journeyman | | | \$35.28 | \$36.69 | \$38.16 | \$39.69 | \$41.28 |
| Machinist Welder Journeyman | | | \$35.28 | \$36.69 | \$38.16 | \$39.69 | \$41.28 |
| Machinist Mechanic Journeyman | | | \$35.28 | \$36.69 | \$38.16 | \$39.69 | \$41.28 |
| Equipment Operator Journeyman | | | \$35.28 | \$36.69 | \$38.16 | \$39.69 | \$41.28 |
| Technician Journeyman | 7.00% | Over Journeyman | \$37.77 | \$39.26 | \$40.83 | \$42.47 | \$44.17 |
| Utility Person | \$2 | per hour less than Journeyman | \$33.28 | \$34.69 | \$36.16 | \$37.69 | \$39.28 |
| Apprentice Electrical Machinist | | | | | | | |
| Start to Six Months | 85.00% | Of Full Rate | \$26.99 | \$28.07 | \$29.19 | \$30.35 | \$31.57 |
| Six Months to Twelve Months | 88.00% | Of Full Rate | \$27.94 | \$29.06 | \$30.22 | \$31.42 | \$32.68 |
| Twelve Months to Eighteen Months | 91.00% | Of Full Rate | \$28.89 | \$30.05 | \$31.25 | \$32.50 | \$33.80 |
| Eighteen Months to Twenty-four Months | 94.00% | Of Full Rate | \$29.85 | \$31.04 | \$32.28 | \$33.57 | \$34.91 |
| Twenty-four Months to Thirty Months | 97.00% | Of Full Rate | \$30.80 | \$32.03 | \$33.31 | \$34.64 | \$36.03 |
| Over Thirty Months | 100.00% | Full Rate | \$31.75 | \$33.02 | \$34.34 | \$35.71 | \$37.14 |
| Apprentice Electrical Machinist @ 100% = 90% of Electrical Machinist Journeyman | | | | | | | |
| Temporary Maintenance Foreman | 105.00% | Of Highest Paid Maintenance | \$39.66 | \$41.22 | \$42.87 | \$44.59 | \$46.38 |
| Operations | | | | | | | |
| Roving Operator | | | \$35.28 | \$36.69 | \$38.16 | \$39.69 | \$41.28 |
| Operator | 4.50% | Over Roving Operator | | | | | |
| Start to Six Months | 88.00% | Of Full Rate | \$32.45 | \$33.74 | \$35.09 | \$36.48 | \$37.95 |
| Six Months to Twelve Months | 91.00% | Of Full Rate | \$33.55 | \$34.89 | \$36.28 | \$37.73 | \$39.24 |
| Twelve Months to Eighteen Months | 94.00% | Of Full Rate | \$34.66 | \$36.04 | \$37.48 | \$38.97 | \$40.53 |
| Eighteen Months to Twenty-four Months | 97.00% | Of Full Rate | \$35.76 | \$37.19 | \$38.67 | \$40.22 | \$41.83 |
| Over Twenty-four Months | 100.00% | Full Rate = 104.5% of Roving Operator | \$36.87 | \$38.34 | \$39.87 | \$41.46 | \$43.12 |
| Relief Operator | \$0.08 | Over Roving Operator | \$35.36 | \$36.77 | \$38.24 | \$39.77 | \$41.36 |
| Temporary Operations Foreman | 105.00% | Of Highest Paid Operator | \$38.71 | \$40.26 | \$41.86 | \$43.53 | \$45.28 |

WHEREOF, this MEMORANDUM OF UNDERSTANDING is executed on the date stated below by the following persons:

For Tri-Dam Project

Steve Felte _____ Date _____
General Manager/
Executive Secretary

Lee Clark _____ Date _____
The Clark-Heidrich Group, Inc.
Chief Negotiator

For IBEW Local Union 1245

Tom Dalzell, _____ Date _____
I.B.E.W. Local 1245
Business Manager

Dennis Seyfer _____ Date _____
I.B.E.W. Local 1245
Asst. Business Manager

Barbara Bray _____ Date _____

Troy Hammerbeck _____ Date _____