

Memorandum of Understanding  
Between  
Tri-Dam Project  
And  
Local Union 1245  
International Brotherhood of Electrical Workers (IBEW) AFL-CIO



June 2, 2024, through May 31, 2029

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## Preamble

This Memorandum of Understanding (MOU) is entered into by the Tri-Dam Project (Project), and the International Brotherhood of Electrical Workers, Local 1245, AFL-CIO (Union). The parties met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees and freely exchanged information, opinions, and proposals in reaching this Agreement.

## Article 1- Union Rights

### 1.1 Recognition

The Project recognizes the Union as the exclusive representative of employees listed in Appendix "A" Recognitions for all matters within the scope of representation, including but not limited to wages, hours, and other terms and conditions of employment.

### 1.2 Access

Representatives of the Union are permitted to access Project property to confer at a reasonable time with employees on matters of employer-employee relations. Representatives will not interfere with work in progress and must obtain the prior approval of the General Manager or designee before entering the property.

### 1.3 Bulletin Boards

The Project provides representatives of the Union with bulletin boards for the purpose of posting notices pertaining to Union Business. All materials must clearly state that it is prepared and authorized by the Union. Notices posted on the bulletin board may not contain anything that may reasonably be construed as maligning or harassing the Project, its staff, its representatives, or the Board of Directors. The Project may remove material that violates this rule and contact the union representative to advise of removal."

### 1.4 Representation

Employees may have a representative present at all stages of the disciplinary process, provided that the representative is not a party or witness to the action.

### 1.5 Dues

Upon certification from the Union that an employee has signed an authorization for the deduction of dues, the Project will make payroll deductions in an amount to be determined by the Union and communicated to the Project. The Project promptly remits deductions, less a five percent (5.0%) administrative fee to the Union. Employee requests to cancel membership dues deductions must be directed to the Union. Upon notification from the Union that an employee has canceled membership dues, the Project will promptly cease dues deductions from the employee's paycheck. The Union must indemnify the Project for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

## 1.6 Contracting Out

The Project may contract out work on an as needed basis. If the Project determines the need to contract out work, it will provide notice to the Union. The Union has fifteen (15) days to request a meet and confer. The Project may not contract out work for the sole purpose of reducing represented workforce.

## Article 2 - Hours and Overtime

### 2.1 Administrative Office

The Project headquarters for all employees is the Administrative Office. The place of reporting for work for employees is normally the Project headquarters. The Project provides transportation for employees from the headquarters to and from other Project locations. Travel time from the headquarters to other Project locations is considered as time worked. The Project may assign employee(s) to other Project locations as the place of reporting for work and will give the employee(s) as much notice as possible of the change in location of the place of reporting for work. The Project may, in the event of a change in the place of reporting for work, provide transportation from the employee's residence to the place of reporting for work.

### 2.2 Workweek

Regular employees receive full-time hours for each workweek employed. A workweek is defined as seven (7) consecutive days, Sunday through Saturday.

### 2.3 Alternative Work Schedules

Employees may be assigned to one of the following schedules:

- a) 5/8 – The 5/8 work schedule consists of five (5) consecutive workdays of eight (8) hours, Monday through Friday.
- b) 4/10 – The four (4) ten (10) work schedule consists of four (4) consecutive days of work, Monday through Thursday, followed by three (3) consecutive days off.
- c) 4/10 Rotating – Operators work a 4/10 rotating shift consisting of ten (10) hours a day Monday through Thursday for three (3) consecutive weeks, followed by ten (10) hours a day Tuesday through Friday.
- d) 12-Hour Schedule – Control Room Operators work the 5/2 12-hour schedule. The schedule consists of five (5) consecutive days of work, followed by five (5) consecutive days off, followed by two (2) consecutive days of work, and finally two (2) consecutive days off. The schedule then repeats itself. Employees bid annually, by seniority, in November for the following calendar year.

Schedule changes are subject to meet and confer. The Project will notify the Union regarding proposed schedule changes. The Union has fifteen (15) days to request a meet and confer.

## 2.4 Overtime

Overtime is defined as all hours an overtime-eligible employee works over forty (40) in their workweek unless an alternative workweek schedule has been agreed to and is in accordance with Federal or State law. All paid time is considered as time worked for the purpose of calculating overtime. Overtime is computed to the nearest one-quarter (1/4) hour. Overtime is paid at one and a half times the employee's regular rate of pay. Employees may receive overtime as cash or in Compensatory Time Off. Employees are required to work mandatory overtime.

## 2.5 Compensatory Time Off (CTO)

Employees may accrue a maximum of one hundred and twenty (120) hours of CTO annually. Employees may cash out CTO by submitting a request to payroll ten (10) days in advance. Payment will be on the employee's next regularly scheduled paycheck. The Project will cash out all CTO annually on the final paycheck of the year. Upon separation, CTO will be paid out at the employee's current regular rate pay or the average of the final three (3) years, whichever is greater.

## 2.6 Scheduled Overtime

The Project may schedule employees to work outside of their regular work hours when additional shifts are required. Employees whose overtime is canceled with less than twelve (12) hours notice will receive two (2) hours of overtime.

## 2.7 Call Back

Employees called back to work at a work site will receive a minimum of two (2) hours at two (2) times their regular rate of pay. Multiple callouts within the two (2) hour minimum period are not separately compensable. Call back pay begins when the employee leaves their location to respond to the call and ends when the employee is finished working.

## 2.8 Remote Response Pay

Employees who are not called in to work but who respond to phone calls or SCADA Alerts will be compensated for a minimum of thirty (30) minutes of overtime.

## 2.9 Rest Period

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 hours 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 employee's 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.

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 base rate of pay for all work performed until they have been relieved from duty for at least eight (8) consecutive hours.

## Article 3 - Wages

### 3.1 Salary Schedule

The Salary schedule attached as Appendix "B" consists of five (5) steps with approximately five (5) percent (5.0%) between steps.

### 3.2 Step Advancement

Employees will automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation before their anniversary date where the overall rating is equivalent to "does not meet expectations" or

“needs improvement.” The anniversary date is defined as the employee’s date of hire or last date of promotion, whichever is later.

### 3.3 Wages

Effective June 2, 2024, the attached schedule will be implemented.

Effective June 1, 2025, all classifications will receive a three percent (3.0%) increase.

Effective May 31, 2026, all classifications will be increased from one percent (1.0%) up to four percent (4.0%), based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco-Oakland-Hayward, Urban Wage Earners and Clerical Workers (CPI-W) 1982-84=100.

Effective May 30, 2027, all classifications will be increased from one percent (1.0%) up to four percent (4.0%), based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco-Oakland-Hayward, Urban Wage Earners and Clerical Workers (CPI-W) 1982-84=100.

Effective May 28, 2028, all classifications will be increased from one percent (1.0%) up to four percent (4.0%), based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco-Oakland-Hayward, Urban Wage Earners and Clerical Workers (CPI-W) 1982-84=100.

## Article 4 - Incentives

### 4.1 Longevity Pay

Employees will earn longevity pay, reportable to CalPERS as special compensation, as follows:

Upon completion of ten (10) years of service, employees receive two percent (2.0%) of their base hourly rate of pay.

Upon completion of fifteen (15) years of service, employees receive an additional two percent (2.0%) of their base hourly rate of pay, for a total of four percent (4.0%).

Upon completion of seventeen (17) years of service, employees receive an additional two percent (2.0%) of their base hourly rate of pay, for a total of six percent (6.0%).

Upon completion of twenty (20) years of service, employees receive an additional two percent (2.0%) of their base hourly rate of pay, for a total of eight percent (8.0%).

#### 4.2 Shift Differential Premium

Control Operators and Operators in Training are routinely and consistently scheduled to work variable hours and receive Shift Differential Premium in the amount of two and a half percent (2.5%) of their base hourly rate of pay.

#### 4.3 Supervisor Premium

Employees who are routinely and consistently assigned in writing by their immediate supervisor to supervise or lead a shift in the absence of a supervisor or lead receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

#### 4.4 Confined Space Premium

Employees receive a two-dollar (\$2.00) per hour premium for work performed in an enclosed space.

The entry supervisor receives a five-dollar (\$5.00) premium for each confined space permit.

#### 4.5 Heavy Equipment Operator Premium

Employees in the classification of Laborer who possess a valid California Class "A" Commercial Driver's License routinely consistently operate heavy equipment will receive Heavy Equipment Operator Premium in the amount of five percent (5.0%) of their base rate of pay.

### Article 5 - Insurances

#### 5.1 Medical Insurance

The Project pays 100% of the employee only premium, 90% of the employee plus one premium, and 88% of the employee plus two or more premium.

#### 5.2 Group Life Insurance

The Project provides employees with a \$50,000 group life insurance plan with accidental death and dismemberment benefits.

#### 5.3 Accident and Disability Insurance

The Project provides employees with a group accident and sickness insurance that pays a weekly indemnity benefit of \$87, or two-thirds of the employee's straight-time rate of pay, whichever is less.

#### 5.4 State Disability Insurance

Employees are covered by State Disability Insurance.

## 5.5 Long-Term Disability Insurance

The Project provides employees with Long-Term Disability Insurance.

## 5.6 Dental Insurance

The Project provides employees and their dependents with dental insurance.

## 5.7 Vision Insurance

The Project provides employees and their dependents with vision insurance.

## 5.8 IRS 125 Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

## 5.9 IRS 125 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

## 5.10 Retiree Medical Insurance

The Project pays 50% of the cost for the retiree's single medical premium for employees 55 and older who retire with at least ten (10) years of full-time continuous service until the retiree is eligible for Medicare (age 65). The Retiree must be enrolled in the Project's medical plan to receive this benefit. Retirees may pay 100% of the cost of medical premium for up to three (3) years after the retiree attains age 65.

## 5.11 PHI Cares

The Project provides employees with PHI Cares membership for their household.

## 5.12 Compensation Insurance and Social Security

Employees receive a supplemental workers' compensation benefit to bring their total benefit to 85% of their base wage.

# Article 6 - Leaves

## 6.1 Holiday Pay

The Project recognizes the following holidays:

- 1) Martin Luther King, Jr. Day
- 2) Presidents Day

- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Veteran's Day
- 7) Thanksgiving Day
- 8) Day after Thanksgiving

When a holiday falls on a Sunday, the Monday following will be the observed holiday. When a holiday falls on a Saturday, the preceding Friday will be the observed holiday. Employees will receive observed holidays off with pay. Employees will also receive their regularly scheduled days off with pay from December 25 through January 1

## 6.2 Holiday-in-Lieu

Control Operators, Operators, and Operators in Training are in positions that are scheduled to work without regard for the holidays listed above. Employees receive holiday-in-lieu in the amount of eight percent (8.0%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

## 6.3 Vacation Leave

Employees accrue vacation per pay period based on continuous employment with the Project as follows:

| Months of Service | Accrual |
|-------------------|---------|
| 0-60              | 3.08    |
| 61-96             | 4.62    |
| 97-180            | 6.15    |
| 181               | 7.69    |

Annually, on June 30th, employees will have all vacation hours in excess of (300) converted to cash at their straight-time rate of pay and deposited into their MissionSquare Account.

## 6.4 Sick Leave

Full-time employees accrue 3.69 hours of sick leave per pay period without limit. Part-time employees accrue sick leave on a prorated basis. Employees may use CTO in lieu of sick leave after three (3) consecutive days of approved absence.

Temporary employees receive all sick leave required by law on January 1 each year. Sick leave does not carry over and must be used by December 31st of the year it was received.

Up to four (4) hours of sick leave will be paid each workday as a supplement to any Project-paid disability insurance benefits.

Sick leave and disability insurance payments may not exceed the amount of the employee's wages at their base rate of pay in their regular classification.

#### 6.5 Jury Duty

An employee summoned for jury duty during working hours will receive a leave of absence with pay for jury duty, provided that the employee reports to work on any day(s) the employee is released from service when it is feasible to report to work. Employees who receive a jury summons must notify their supervisor within five (5) days of receiving the notice.

#### 6.6 Bereavement Leave

Employees who have been employed by the Project for at least thirty (30) days are entitled to five (5) days of bereavement leave in the event of the death of a "family member." The Project provides paid leave for the first thirty (30) hours; the employee may use sick leave, vacation, or CTO for any additional bereavement leave. The employee who utilizes bereavement leave must notify their supervisor of the intent to use bereavement leave. Bereavement leave must be taken within three (3) months following the date of death of the family member.

Family member is defined as the employee's spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or grandparent.

#### 6.7 Leave of Absence

Employees may request a leave of absence not to exceed six (6) months with the approval of the General Manager. Upon return to work after a leave of absence, the employee will be reinstated to their former position. Unless there was a reduction of force or their position was eliminated, they will return to the position previously held. If an employee fails to return to work within three (3) days of the expiration of their leave, they will be deemed to have resigned.

### Article 7 - Retirement

#### 7.1 CalPERS Retirement

The Project contracts with California Public Employees Retirement System (CalPERS) for retirement benefits as follows:

1. Employees hired before January 1, 2013, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2.5 at age 55 formula with the one-year final average compensation period and Social Security Coverage Modified. These employees pay two percent (2.0%) of the employee member contribution on a pre-tax basis. The Project pays six percent (6.0%) of the employee's contribution and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes.
2. Employees hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 62 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037 and Social Security Coverage Full. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

Optional Benefits – All retirement plans have the following optional CalPERS retirement benefits:

- a) Standard Non-Industrial Disability – Standard
- b) Sick Leave Credit

Employees hired before June 2, 2024, who retire and immediately collect CalPERS benefits are entitled to have 100% of their unused sick leave reported to CalPERS as additional service credit or receive up to 25% payout of the unused sick leave with the remaining unused sick leave reported to CalPERS as additional service credit.

Employees hired after June 1, 2024, who retire and immediately collect CalPERS benefits are entitled to have 100% of their unused sick leave reported to CalPERS as additional service credit.

- c) Pre-Retirement Death Benefits Optional Settlement 2
- d) Post-Retirement Death Benefits \$2000 Lump Sum
- e) 2% retiree COLA

## 7.2 Deferred Compensation

The Project provides employees with a Deferred Compensation Plan. The Project will match the employees deferred compensation contributions above three percent (3.0%). The Project's contribution will not exceed three percent (3.0%).

### 7.3 MissionSquare RHSA

The Project provides employees with a MissionSquare Retiree Health Savings Account (RHSA) (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). The Project will contribute seventy-five dollars (\$75.00) per pay period into the employee's MissionSquare Account. Employees may withdraw benefits from the plan upon separation from employment per the plan's requirements. The Project pays the administrative fees as charged by the plan. The Union may set or adjust the employee contribution amount annually by November 15 to be effective the first full pay period in January of the following year; employee contributions will be listed in Appendix "C" MissionSquare.

## Article 8 - Probationary Periods

### 8.1 New Employee Probationary Period

New employees will complete a twelve (12) month probationary period. The probationary period will automatically be extended by any absences in excess of 160 cumulative hours.

### 8.2 Promotional Probationary Period.

Upon promotion, employees will complete a six (6) month probationary period.

### 8.3 At-Will Status

Employees on probation are considered at-will and may be released at any time without or without cause, with or without prior notice, and without any appeal rights.

### 8.4 Return Rights

Employees who obtained permanent status in a previous position and are subsequently released from a promotional probationary period will be reinstated to the position last held by the employee before the promotion.

## Article 9 - Vacant Job Postings

Vacant job postings will be distributed to all employees via Project email to allow employees the opportunity to apply for the posted vacancy. Once distributed, employees will have a minimum of seven (7) days to apply for the posted vacancy.

## Article 10 - Allowances

### 10.1 Meal Allowance

Employees who are required to perform emergency (non-prearranged) work for two (2) hours beyond their scheduled shift will receive a meal allowance. Employees will receive an additional meal allowance for each additional four (4) hours of work. Employees will

receive either a thirty-minute (30) paid break to eat their meal or an additional thirty (30) minutes of pay.

If an employee is called in to work two (2) hours or more before their regularly scheduled shift, not including travel time, and continues to work into regular work hours, they will be provided a meal allowance.

Employees required to perform non-prearranged work on non-work days will receive a meal allowance for each four (4) hours of work.

The meal allowance is fifteen dollars (\$15.00).

For this section, "prearranged work" means work scheduled before the employee leaves work on the preceding day.

## 10.2 Personal Tools

Employees are prohibited from using personal tools while working at the Project without explicit written permission for each tool used.

## 10.3 Foul Weather Gear

The Project provides employees who work outdoors with foul weather gear consisting of a raincoat, rain pants, and rain boots. The Project replaces foul weather gear as needed.

# Article 11 - Temporary Employees

Temporary employees accrue paid sick leave in accordance with State Law and otherwise do not qualify for benefits under this Agreement. Temporary employees are limited to 960 hours of work during any fiscal year.

# Article 12 - Safety

The Project and the Union will jointly hold monthly safety meetings for the purpose of reviewing accidents and preventing their reoccurrence, eliminating hazardous conditions, and familiarizing employees with safe work procedures.

Regular "tailgate" meetings will be held on all jobs to plan the job and emphasize safety in their performance.

The Project will host an annual week-long safety training for all employees.

# Article 13 - Layoffs and Bumping Rights

## 13.1 Layoffs

If the Project determines that one (1) or more positions are to be eliminated for any reason, an employee filling the position may be laid off. The Project will notify the Union

of the proposed layoffs. Employees affected by a layoff will be given at least two (2) weeks prior notice.

### 13.2 Seniority Defined

Seniority is defined as an employee's current continuous full-time service in a classification plus higher classifications.

### 13.3 Ties in Seniority

If there is a tie in seniority, the first tiebreaker will be determined by the total length of current continuous Project service; if a tie remains, the tie will be broken by lot.

### 13.4 Order of Layoff

Employees will be laid off in the inverse order of their seniority.

### 13.5 Bumping Rights

If a full-time employee has held permanent status in a lower classification, the employee may voluntarily demote to that lower classification if the employee meets the current minimum job qualifications and has more seniority than at least one (1) of the incumbents in the lower classification.

An employee exercising bumping rights must provide written notice of such to the General Manager within seven (7) days of receipt of notice of layoff. An employee bumping to a lower classification will be placed on the salary step, representing the least loss of pay. An employee who does not exercise bumping rights will forfeit the ability to bump and will be laid off.

### 13.6 Reinstatement List

The names of all employees in regular positions who are laid off or demoted in lieu of layoff will be placed on a reinstatement list. Reinstatement lists remain in effect for one (1) year unless exhausted sooner.

If a position is reestablished, employees on the reinstatement list will be offered the position in reverse order of the layoff. Failure to respond to and accept a reinstatement offer within seven (7) days of the date of the offer will result in the removal of the employee from the reinstatement list. The employee's responsible for notifying the Project of any change to the employee's contact information.

## Article 14 - Grievance Procedure

The purpose of this procedure is to provide an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level and in the shortest possible time.

## 14.1 Definitions

1. A grievance is a complaint of one (1) or more employees or a dispute between IBEW and the Project involving the application or enforcement of the express terms of this Agreement.
2. A grievant is one (1) or more employees or IBEW who submits a grievance.
3. Disciplinary actions of an employee are not subject to the grievance procedure. Those matters are governed by the disciplinary procedure set forth in this Agreement.
4. The written grievance must include the following:
  - a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
  - b. The remedy or correction requested.
  - c. The grievance form must be signed and dated by the grievant.

## 14.2 Step 1

Within fifteen (15) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of the event, the grievant must file a formal written grievance with the employee's Department Manager. Within fifteen (15) calendar days of receiving the grievance, the Department manager or designee will investigate the grievance. Within thirty (30) calendar days of receiving the grievance, the Department Manager or designee will provide the grievant a written response.

## 14.3 Step 2

If the grievant is not satisfied with the Step 1 response, the grievant may, within fifteen (15) calendar days, file a written appeal to the General Manager. Within fifteen (15) calendar days of receiving the grievance, the General Manager will investigate the grievance. Within thirty (30) calendar days of receiving the grievance, the General Manager will provide the grievant a written response.

## 14.4 Step 3

If the grievant is not satisfied with the Step 2 response, the Union may, within fifteen (15) calendar days, file an appeal to an arbitrator by notifying the General Manager. The parties may agree on an arbitrator. If they are unable to do so, the General Manager will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains. The moving party strikes first.

#### 14.5 Conduct of the Hearing

The General Manager will be responsible for scheduling and notification as to the time and place of the hearing and for notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted informally.

#### 14.6 Employees called as witnesses will serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Memorandum of Understanding, Project Resolution, or State or Federal law or regulation.

#### 14.7 Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the Project and the Union. Should an Arbitrator require a court reporter, the parties will share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

#### 14.8 Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the General Manager. Copies will be sent to the parties. The Arbitrator's decision is final and binding.

### Article 15 - Disciplinary Procedure

#### 15.1 Employee Representation

Employees may have a representative present at all stages of the disciplinary process, provided that the representative is not a party or witness to the action. When an employee is required to meet with a supervisor or manager and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action (i.e., an investigatory interview), upon request, the employee is entitled to have a steward or other representative present. Upon request, the employee is entitled to know the general subject of any meeting the employee must attend.

Employees can request and designate their representative/attorney at any step of the discipline procedure. The request or designation at any step of the discipline procedure does not prevent an employee from requesting or designating a different representative/attorney to appear on the employee's behalf at a subsequent step in the discipline procedure.

#### 15.2 Progressive Discipline

The Project applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors, including but not limited to the severity of the offense,

recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary.

a) Warnings

Warnings are not considered discipline. Warnings may either be verbal or written reminders relating to the policy of the Project and represents notice and an effort on the part of the Project to assist employees with improving performance. Warnings may include confirmations of discussion, documented coaching and counseling meetings with written policy reminders, counseling memoranda, or performance improvement plans (PIP).

b) Reprimands

Reprimands will be removed from the employee's personnel file one (1) year after the date of issuance, provided the conduct forming the basis for the reprimand has not recurred.

c) Reductions in Pay

d) Unpaid Suspensions

e) Demotions

f) Employment Termination

### 15.3 Grounds for Discipline

Grounds for discipline include but are not limited to the following:

- Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
- Conviction of a felony or conviction of a misdemeanor that adversely affects the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty or a conviction following a plea of nolo contendere is deemed a conviction within the meaning of this Section.
- Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position specification.
- Dishonesty.
- Possession, distribution, sale, use, or where the performance of duties is impaired by alcoholic beverages or illegal drugs while on Project property, while on duty, or while operating a vehicle on Project business.

- Theft or unauthorized removal or possession of property or equipment from the Project, other employees, or anyone on Project property.
- Falsifying, making erroneous entries or material omissions on Project records.
- Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Willful destruction, damage and/or misuse of property of the Project, another employee, or a Project visitor.
- Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on Project property, while on duty, or while operating a Project vehicle.
- Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance, including quantity and/or quality of work product.
- Violation of established Project codes, policies, procedures, rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.
- Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor appropriately.
- Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive scheduled workdays.
- Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies and other leave and/or attendance policies.
- Smoking in prohibited areas.
- Engaging in unlawful strikes, individual or group slowdowns, work stoppages, or violating or ordering the violation of this Agreement.

#### 15.4 Notice

The employee and the employee's representative will be given written notice of proposed disciplinary action at least seven (7) days before the date of the proposed disciplinary action.

Before the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the Project decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare the Notice of Discipline that includes the facts, the discipline imposed, and describes the employee's appeal right.

#### 15.5 Appeal of Suspensions of Less than Five Days

An employee or their representative may appeal reductions in pay or unpaid suspensions of five (5) days or less directly to the General Manager by notifying the General Manager within seven (7) days of issuing the Notice of Discipline by the Skelly Officer.

#### 15.6 Appeals of Suspensions of Greater than Five Days

An employee or their representative may appeal reductions in pay or unpaid suspensions of more than five (5) days, demotions, or termination to Mediation or an Administrative Law Judge by notifying the General Manager within seven (7) days of the issuance of the Notice of Discipline by the Skelly Officer.

#### 15.7 Mediation

If the employee or their representative requests mediation, the General Manager will request a mediator from the California State Mediation and Conciliation Services. The parties will schedule mediation as soon as practicable. Any cost for the mediator will be shared equally by the parties.

#### 15.8 Administrative Law Judge

If the employee is unhappy with the outcome of mediation or requests to go directly to an Administrative Law Judge, the General Manager will contact the California Office of Administrative Hearings to assign an Administrative Law Judge. The General Manager is responsible for scheduling and notifying the employee about the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceedings.

Unless other stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

#### 15.9 Costs

The cost of the Administrative Law Judge and court reporter will be shared equally between the Project and the Union. The hearing transcript becomes a record of the proceedings for the purpose of any future judicial review.

#### 15.10 Final Decision

Within forty-five (45) days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and a decision to the General


Manager. Copies will be sent to the parties. The Administrative Law Judge's decision is final and binding.


#### Article 16 - Term

This Agreement supersedes all previous Memoranda of Understandings, side letters, and amendments to the previous agreement. If there is a conflict between this Agreement and any Project policy, this Agreement governs. This Agreement is effective June 2, 2024, through May 31, 2029.

DATED: 8/14/24


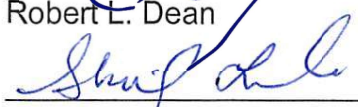
For Tri-Dam Project:

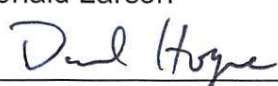
  
\_\_\_\_\_  
Summer Nicotero  
General Manager

  
\_\_\_\_\_  
Michael W. Jarvis  
Liebert Cassidy Whitmore

DATED: 9/10/24

For IBEW 1245:

  
\_\_\_\_\_  
Robert L. Dean  
  
\_\_\_\_\_  
Sheila Lawton

  
\_\_\_\_\_  
Donald Larson  
  
\_\_\_\_\_  
Daniel Hogue



## Appendix "A" Salary Schedule

Effective June 2, 2024

|                                | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   |
|--------------------------------|----------|----------|----------|----------|----------|
| Control Room Operator          | \$ 53.46 | \$ 56.13 | \$ 58.94 | \$ 61.89 | \$ 64.98 |
| Electrician                    | \$ 52.10 | \$ 54.71 | \$ 57.44 | \$ 60.31 | \$ 63.33 |
| Janitor                        | \$ 21.40 | \$ 22.47 | \$ 23.59 | \$ 24.77 | \$ 26.01 |
| Laborer                        | \$ 30.70 | \$ 32.24 | \$ 33.85 | \$ 35.54 | \$ 37.32 |
| Maintenance Operator           | \$ 60.86 | \$ 63.91 | \$ 67.10 | \$ 70.46 | \$ 73.98 |
| Maintenance Specialist Trainee | \$ 44.55 | \$ 46.78 | \$ 49.12 | \$ 51.57 | \$ 54.15 |
| Maintenance Specialist         | \$ 53.46 | \$ 56.13 | \$ 58.94 | \$ 61.89 | \$ 64.98 |
| Maintenance Specialist Lead    | \$ 58.81 | \$ 61.75 | \$ 64.83 | \$ 68.07 | \$ 71.48 |
| Mechanic                       | \$ 48.38 | \$ 50.80 | \$ 53.34 | \$ 56.01 | \$ 58.81 |
| Operator in Training           |          | \$ 46.78 | \$ 49.12 | \$ 51.57 | \$ 54.15 |
| Operator                       | \$ 53.46 | \$ 56.13 | \$ 58.94 | \$ 61.89 | \$ 64.98 |
| Operator Lead                  | \$ 58.81 | \$ 61.75 | \$ 64.83 | \$ 68.07 | \$ 71.48 |
| Technicians                    | \$ 57.20 | \$ 60.06 | \$ 63.07 | \$ 66.22 | \$ 69.53 |
| Technician Lead                | \$ 62.92 | \$ 66.07 | \$ 69.37 | \$ 72.84 | \$ 76.48 |

OIT will advance every six (6) months.