

MEMORANDUM OF UNDERSTANDING

between

THE NORTHERN CALIFORNIA POWER AGENCY

and

**LOCAL 1245 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

DECEMBER 19, 2021 - DECEMBER 28, 2024



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MEMORANDUM OF UNDERSTANDING

WITH

LOCAL 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND NCPA GEOTHERMAL FACILITIES AND COMBUSTION TURBINE PROJECTS EMPLOYEES

This Memorandum of Understanding is made and entered into by and between the Northern California Power Agency (hereinafter "Agency") and the Local 1245 of the International Brotherhood of Electrical Workers (hereinafter "Local 1245") on behalf of all employees of the Agency represented by the Local 1245 pursuant to California Government Code Section 3500 et seq. and Agency's Employer-Employee Relations Resolution (Policy No. 400-35-55).

If a provision of this MOU violates any State or Federal Law, the law will prevail and the remaining portions of this MOU shall remain in full force and effect.

The parties have met and conferred in good faith regarding employment terms and conditions of the employees represented by Local 1245 and, having reached agreement on employment benefits and conditions, shall submit this Memorandum of Understanding to the Agency Commission with the joint recommendation that the Commission resolve to adopt its terms and conditions and take such other action as may be necessary to implement its provisions.

Section 1. Recognition, Union Rights

The Agency formally recognizes Local 1245 as the exclusive representative of those employees occupying the job classifications set forth in Exhibit A to this Agreement.

1.1 Dues/Fair Share Fees

Dues: Local 1245 shall notify the Agency of any employee who is a member of Local 1245, or who has applied for membership, that has given Local 1245 written authorization for deduction of unified membership dues, initiation fees and general assessments to Local 1245. Pursuant to such notification of authorization, the Agency agrees to deduct from the accrued wages of each employee after all other required deductions have been made, the sum certified monthly Local 1245 dues, fees, and assessments, and deliver the sum to Local 1245 on a monthly formula basis (twelve (12) pay periods per year). The amount authorized to be deducted as dues and fees are determined solely by Local 1245.

Fair Share Service Fees: Any employee may elect to pay to Local 1245 a fair share service fee in an amount equal to unified membership dues, initiation fees and general assessments to Local 1245 through authorization of payroll deduction for such fee in the same manner as provided in the paragraph above.

1.2 Local 1245 Responsibilities: Local 1245 shall keep an adequate itemized record of its financial transactions and shall, by April 1 of each year, make available to the Agency, and to all bargaining unit employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

Local 1245 certifies to the Agency that it has adopted, implemented, and will maintain procedures in accordance with applicable statutes, any decisions by a court of competent jurisdiction, and any other applicable legal authority.

Local 1245 shall indemnify and hold the Agency harmless against any liability arising from any claims, demands, or other action relating to the Agency's compliance with the dues/fee obligation.

1.3 New Employee and New Employee Orientation:

In order to comply with AB119, the Agency and Local 1245 have implemented an informal process by which Local 1245 representatives have an opportunity to meet with and provide an orientation to new employees. The Agency and Local 1245 agree to continue this informal process. Should the informal process cease to meet Local 1245's needs, Local 1245 may request a thirty (30) minute new employee orientation period. Should the informal process cease to meet the Agency's needs, Local 1245 and the Agency will meet and confer on an acceptable process. The Agency and Local 1245 agree that all such orientations will occur during the employee's and steward's normal work schedule at their regularly assigned work location or if outside the normal work schedule the orientation will be on an unpaid basis.

The Agency will advise Local 1245 when a new employee is hired. Such notice will occur as soon as possible once the employee's start date is known, but no later than the date upon which the employee starts employment. Such notice will include the new employee's name, start date, job classification, and work location. In addition, the Agency will provide Local 1245, upon request, but not more frequently than every 120 days, the following information for all Local 1245 represented employees: name, job classification, department, work location, work phone, home phone, and personal cellular telephone numbers, personal email addresses on file with the employer, and the home address of the new hire. Under Government Code 6254.3 Agency employees may elect to withhold their home addresses, home telephone numbers, personal cellular telephone numbers, and personal email addresses. The Agency will advise Local 1245 if an employee has made such an election.

Section 2. Definitions

- 2.1 "Employment Date" means the latest date on which an employee began a period of service with the Agency.
- 2.2 "Service" is defined as the length of an employee's continuous employment as a regular employee.
- (a) In the case of layoff, a regular employee shall retain their seniority date if they are re-employed within two (2) years of the date of layoff. Service time shall not include the period of layoff.
 - (b) Except for (a) above, the continuity of an employee's service shall be deemed to be broken by termination of employment.
 - (c) The following periods of absence shall count as service and shall not constitute a break in service:
 - (1) Absence due to a paid or unpaid leave of absence authorized by the Agency provided the employee returns to active work with the Agency immediately following his leave of absence. However, leave without any Agency pay or leave usage does not count toward CalPERS service credit.
 - (2) Absence because of illness or injury as long as the employee is entitled to receive benefits under provisions of the Disability Plan or Workmen's Compensation law, provided that the employee returns to active work with the Agency immediately following his recovery from the illness or injury.

- 2.3 "Impasse" means that the parties to a dispute over matters within the scope of meeting and conferring have reached a point in meeting and conferring at which their differences in positions are so substantial or prolonged that future meetings would be futile.
- 2.4 "Meet and confer in good faith" (sometimes referred to herein as "meet and confer" or "meeting and conferring") means the performance, by the General Manager or their duly authorized representative, and by the duly authorized representative of Local 1245 to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation. "Meet and confer in good faith" does not require either party to agree to a proposal or to make concession.
- 2.5 "Section Titles" Section titles in this Agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.
- 2.6 "No Discrimination" No employee shall be demoted, terminated, or in any way favored or discriminated against because of age, race, sex, national origin, religion or any other legally protected basis. Neither Agency nor Local 1245 shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights protected under California Government Code Section 3502.

Section 3. Compensation

- 3.1 General: Wages for the job classifications covered by this Agreement shall be as set forth in Exhibit A effective December 19, 2021 attached hereto and incorporated herein. All job classifications will receive a general wage increase of 3% in 2022, 3.25% in 2023, and 3.5% in 2024.
- 3.2 Shift Premium and Temporary Upgrading: The guidelines for the payment of shift premiums and the rate of such premiums and the guidelines for payment by reason of temporary upgrading in job classification are set forth below.

(a) Shift Premium:

Shift premiums for Shift employees as defined in Section 4.2 (b), are eliminated effective 12/23/2018 and shall be converted to a 2.5% base hourly wage increase for Operators effective beginning the first pay period of 2019. Similarly, designated Relief Operators will no longer receive a weekly relief premium and instead shall receive a 2.0% base hourly wage increase effective 12/23/2018.

Shifts and times of work are designated in Section 4.2.

- (1) Employee work periods regularly scheduled to begin between the hours of 0600 and 0900, do not receive shift premium.
- (2) Employee work periods regularly scheduled to begin between the hours of 1800 and 2100 receive a shift premium of \$2.50 per hour.
- (3) Employees scheduled to work swing shift as defined in paragraph 4.2(b) shall receive a shift premium of \$1.25 per hour.
- (4) Payment of shift premium is applicable to non-shift employees when with advance notice, they are placed on a regular shift basis for a minimum of a two week pay period.

- (5) Any shift premium payable for an employee's regularly scheduled hours of work is also paid for any hours worked by the employee immediately before or following the regular hours of work. An employee required to work a shift regularly scheduled to another employee that does not start just before or after the employee's own regularly scheduled shift, is paid the premium applicable to the shift in progress at the time the employee starts work.
 - (6) When a shift premium is applicable to the time worked at an overtime rate of pay, the appropriate overtime rate is applied to the shift premium.
 - (7) Shift premiums are paid only for hours actually worked, and are not paid for non-work time such as holidays, sick leave, vacation, CTO, etc. Such premiums are not paid to casual or part-time employees.
- (b) Temporary Upgrades:
- (1) An employee (non-supervisory) assigned to work in a bargaining unit Lead classification is paid for time worked in the Lead classification, provided that the time worked is not less than two consecutive hours in the pay period.
 - (2) Assignment to classifications for a period in excess of fifteen working days in a calendar month shall require a Personnel Action initiated by the Plant Manager with appropriate approval.

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

- (a) An employee shall be paid the wage established for the position as noted in Exhibit A.
- (b) An employee may be placed or hired into the wage structure based on the knowledge, skills, abilities, and qualifications processed at the time of entry.
- (c) The wage progression of an employee who is absent on leave or absent without pay for more than ten (10) consecutive work days, will be delayed by a period of time equivalent to such leave of absence.
- (d) An employee who successfully completes the training program for the next salary step in their line of progression and who receives a rating of meets requirements/expectations or higher on the last annual performance appraisal is qualified for the next step. Such employees will be moved to the next step once qualified.
- (e) Each employee is expected to complete the training program in their line of progression within the time allowed for such progression. (See Exhibit A for more details.)

Section 4. Days and Hours of Work

4.1 Normal Work Week: As determined by management, the normal work week shall be one of the following schedules. Absent an emergency, any permanent change to the schedule will be made after a minimum of two (2) weeks written notice is given to Local 1245.

- (a) The eight (8) hour shift schedule shall be forty (40) hours in a seven (7) day period consisting of five (5) shifts per week of eight (8) hours per day.
- (b) The twelve-hour shift schedule is set up with a six-week work period, which consists of six seven-day work periods. Each Operator would work 240 hours in this period (counting holidays, vacations, and paid absences) averaging 40 hours per week. The CTs or Geo Operations groups may propose for Management approval and affected work-group super-majority (75%) vote to go to an alternative 12-hour shift schedule (i.e. Dupont style).
 - (1) The FLSA workweek is a seven consecutive day period beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. on Saturday. The work week for shift workers begins at the start of their shift on Sunday.
- (c) The Nine-eighty schedule shall be eighty (80) hours in a fourteen (14) day period consisting of five (5) days of nine (9) hours followed by two (2) days off, followed by three (3) days of nine (9) hours and one (1) day of eight (8) hours, followed by three (3) days off. A one-half hour paid lunch period will be scheduled approximately half way through the work day.
- (d) The four tens work week shall be eighty (80) hours in a fourteen (14) day period. A one-half hour paid lunch period will be scheduled approximately midway through the workday.
- (e) When on an alternative 12-hour schedule (i.e. Dupont style), the twelve (12) hour shift schedule for Relief Operators at the CT Projects and the GEO shall consist of twenty (20) days in a six-week period. Such days shall include holidays, vacation, paid absences and days that start at the straight time rate of pay. Hours/days worked in excess of twenty days in a six-week period shall be paid at the appropriate overtime rate.

4.2 Shift and Non-Shift Employees

- (a) "Non-shift employees" are:
 - (1) All employees who work from Monday to Friday and whose eight-hour work period is regularly scheduled to start between the hours of 0600 and 0900.
 - (2) Four ten employees who work the shift described in section 4.1(d) above and whose ten (10) hour work period is regularly scheduled to start between the hours of 0600 and 0900, Monday through Friday.
 - (3) Nine-eighty schedule employees who work the hours described in Section 4.1(c) and whose work period is regularly scheduled to start between the hours of 0600 and 0900.

For the performance of certain maintenance work, additional schedules may be required to accomplish adequate coverage. The schedule start times are designated as follows:

0600 – 0900	Day
1500 – 1800	Swing (premium paid \$1.25/hour)
2300 – 0200	Night (premium paid \$2.50/hour)

(Note: Start times not identified above fall into the next schedule e.g. 10 a.m. start time is swing schedule, and 4 a.m. is day schedule.)

- (b) "Shift employees" are all employees whose twelve (12) hour work period is regularly scheduled and regularly rotated to accomplish twenty-four hour or time of operation coverage. The shifts and times of work are designated as follows:

<u>Days</u>	
0600 - 1800	12-hour shift
<u>Nights</u>	
1800 - 0600	12-hour shift

Start time for each of the above shifts may be modified by supervision after consulting with the Local 1245.

4.3 Pay Period Averaging Hours of Work: It is the Agency's intent to have the Shift Employees work an average of 80-hours per pay period. To accomplish this, the Agency will utilize a Labor Balance Account (LBA) policy for all overtime accrued. The Agency will pay overtime, at the rate of 1 ½ times the regular rate of pay, for all hours worked over forty in a seven-day period.

- (a) Labor Balance Account - Labor Balance Account shall be accrued for all pre-scheduled work hours actually worked in excess of 40 hours per week. Excess LBA beyond the amount required for the minimum balance (36 hours) shall be paid to the employee each July and December. During the year, an employee's LBA may go below this level. For incumbents in calendar year 2016 and new hires on or after 01/01/2016, an employee may have a negative account balance, provided that the LBA is positive by the end of the calendar year. The Agency will work with the employee on a case by case basis.
- (b) Minimum Balance - The minimum balance in the LBA should not be less than the amount needed to maintain 80 hours of compensation per pay period.

For implementation upon ratification and for newly hired employees, the Agency will front-load hours of LBA necessary to cover the pay period averaging of hours for shift employees, which shall be reimbursed to the Agency based on subsequent overtime worked.

- (c) Regularly Scheduled Hours Worked on a Holiday - All regularly scheduled hours worked on a holiday will count as hours worked for the sole purpose of labor balancing. Any hours worked above forty (40) in a work week will be credited into the Labor Balancing Account.

Section 5. Casual, Temporary and Regular Employees

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

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

Casual employees shall be afforded Sick Leave in accordance with the California “Healthy Families, Healthy Workplace Act” and NCPA Policy 406.41.

- 5.2 Regular Employee: A regular employee is any employee who is hired for continuous service to exceed six months and for which a permanent authorization exists. A regular employee shall acquire service and rights with respect to leave of absence, holidays, sick leave, vacation, benefit programs or similar rights and privileges.
- 5.3 Shift Employee on Irregular Work Week Schedule: Employees on an irregular shift schedule, meaning those on a 12 hour/day or 10 hour/day shift that does not average 40 hours each week are guaranteed a minimum of 1,840 hours per calendar year unless one of the following conditions exist:
- (a) Employee voluntarily terminates.
 - (b) Employee is discharged.
 - (c) Employment begins after first day of year.
 - (d) Employee is on leave of absence.
- 5.4 Probationary Employees: All regular Agency employees covered under this MOU shall serve one twelve (12) month probationary period during which time the probationary employee is subject to dismissal without right to appeal or severance benefits.
- 5.5 Provisional Employees: A provisional appointment is an employment assignment of limited duration (i.e., length of project or assignment) for which all Agency benefits are paid. An employee covered by this Agreement, who accepts a provisional appointment, shall be returned to their previous position upon expiration of the appointment. Said employee shall not suffer a break in service during the term of the provisional appointment and shall retain all rights under Section 19 of the Agreement.

Section 6. Holidays

- 6.1 Recognized Holidays: The following are recognized holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
June 19 th	Christmas Day
July 4 th	Two Floating Holidays (Section 6.3)
Labor Day	Personal Business Day (Section 6.4)

- (a) In the event that any of the recognized holidays falls on a Sunday, the following Monday shall be considered the holiday. In the event that any of the recognized holidays falls on a Saturday, the proceeding Friday shall be considered a holiday. However, those employees scheduled to work on Saturday or Sunday at the straight time rate shall observe that Saturday or Sunday as a holiday and the following Monday or preceding Friday shall not be treated as a holiday.
- 6.2 Holiday Pay: Holiday pay is defined as eight (8) hours' time at the employee's regular straight time hourly rate. To be eligible for holiday pay, the employee must work the last scheduled workday before the holiday or the first scheduled workday after the holiday, unless excused by the Agency. For the remaining hours required to cover a 9/80, 4/10 or 12 hour schedule the additional time (1, 2 or 4 hours) shall be taken at the option of the

employee as leave without pay, vacation time or comp time. If the holiday is observed on an employee's regular day off, the employee will be credited with eight (8) hours of vacation.

- (a) Regular scheduled employees who work a holiday which falls on a workday will be paid one and one-half (1½) times for these hours in addition to their holiday pay.
- (b) The holiday pay of an employee, who is temporarily upgraded other than on a time card basis, shall be based on the rate of pay of the job to which he is temporarily upgraded.
- (c) Holiday pay is defined as eight (8) hours' time at the employee's regular straight time hourly rate. To be eligible for Holiday Pay, the employee must work the last scheduled work day before the holiday or the first scheduled work day after the holiday, unless excused by the Plant Manager. For the remaining one (1) hour of the Nine-Eighty Schedule, the employee will be given the option of taking leave without pay, vacation time or work one (1) extra hour on their eight (8) hour days at the straight rate of pay.

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

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

6.4 Personal Business Day: Each employee is entitled to one personal business day, which may be taken in hourly increments by giving the supervisor prior notice (24 hr. minimum) and the supervisor approving the absence based on no disruption of Agency operations.

6.5 Non-Work Day: If a holiday falls on a shift or non-shift employee's non-work day, they shall be entitled to have one (1) additional work day off with 8 hours pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation. Such day may be taken prior to their next scheduled vacation with the approval of the supervisor in charge:

At its option the Agency, in lieu of granting an employee an additional day off with pay, the Agency may elect to pay for one (1) 8-hour day at the straight rate of pay for each holiday that falls on a non-work day.

6.6 Scheduled Work Day: Shift employees may be regularly scheduled to work on holidays, which fall on their workdays. They shall be compensated at the overtime rate of pay in addition to their holiday pay for the shift or work period involved, but shall not be entitled to travel time in connection therewith:

- (a) At the option of the affected employees, they may elect to work the regular scheduled holiday at the overtime rate of pay and, in lieu of receiving the holiday pay; they may bank this time to be used in the following year as scheduled vacation time. This time will be posted at the beginning of each year and be scheduled the same as vacation time.
- (b) The number of such employees regularly scheduled to work on a holiday shall be kept to a minimum consistent with operational needs.

- (c) If the Agency determines that the services of an employee, who is regularly scheduled to work on a holiday, are not required, such employee, upon being notified prior to quitting time of the workday preceding the holiday, shall take the holiday off with pay.

6.7 Overtime Work: An employee may be required to perform prearranged or emergency work on a holiday, which falls on a workday in their basic work week. In this case the employee shall be compensated at the overtime rate of pay in addition to the holiday pay.

- (a) An employee that is required to work on a holiday which is the employee's regular non-workday, will be compensated at the 2 times rate of pay in addition to the holiday pay for either prearranged or emergency overtime work.

Section 7. Overtime

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

Scheduled overtime shall be equally distributed among those employees requesting overtime, to the extent possible. No employee will normally be required to work overtime between the employee's last regular workday preceding vacation and the employee's first workday following vacation.

- (a) Non-Shift Employees - Schedule Change Hours of work or work schedule for non-shift employees are defined in Section 4. If the Agency changes the work schedule of a non-shift employee outside of the hours and days in Section 4, it will pay overtime compensation at the rate of 1½ times the regular rate for work performed outside the previous scheduled hours for the first four (4) workdays of any such schedule change (e.g. if the employee works 07:00 to 15:00 and changes to 06:00 to 18:00, then the employee would receive 4 hours OT that day at 1 ½ times pay). The first four days of overtime compensation are based on the days the employee worked under the prior schedule (e.g. if the employee did not work on Saturday/Sunday, Saturday/Sunday are not counted in the first four days). On the fifth (5) workday, and thereafter for the duration of such schedule change, the employee will be paid at their straight-time rate plus the applicable shift or non-day schedule premium (see section 4.2). If the change in schedule extends beyond six (6) weeks, the Agency will make its best effort to rotate the assignment of the affected employee. When an employee returns to their regular work schedule, the employee will be paid at their straight-time rate, even if less than sixteen (16) hours have elapsed between work periods.
- (b) Shift Employees - Voluntary Exchange of Shift Shift employees in the same job classification, may with their supervisor's approval, exchange shifts or work periods, provided that any such exchange is within the same work week of the involved employees and no overtime compensation is made.
- (c) Call-Outs and Cancellation of Overtime The minimum time for which overtime will be paid on any call-out will be two (2) hours when the employee is required to report to the job site.

Employees who assist the Agency by means of telephone or text message response regarding an operating or maintenance issue, but who don't physically report to the work site, shall receive overtime compensation for the telephone call/text message response. All calls/text message responses received/made in the first 30 minutes will be paid 30 minutes of overtime. When 30 minutes has lapsed since the first call/response, additional calls/text message responses thereafter will each be paid for

in 15-minute increments. Example: next call/response after first 30 minutes is 5 minutes in length; employee receives 15 minutes overtime pay.

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

- (d) Overtime Compensation at One and One-Half Times Regular Rate of Pay Overtime shall be compensated to the nearest one-quarter hour. If an employee is receiving cash-in-lieu of enrollment in Agency provided healthcare insurance, the cash-in-lieu monies will be included in an employee's FLSA regular rate for overtime purposes. Overtime shall be compensated at one and one half (1½) times the employee's regular rate of pay in the following circumstances:
- (1) When a shift Employee works more than 40 hours in a work-week; excluding vacation and paid absences.

Overtime premiums shall not be pyramided.
 - (2) When a 12-hour irregular shift employee works in excess of 12 hours in a day.
 - (3) When a non-shift employee works in excess of eight (8) hours in a workday or when a non-shift employee works in excess of forty (40) hours in a work week.
 - (4) When four tens shift employee works in excess of ten (10) hours in a workday or the employee works in excess of forty (40) hours in a work week.
 - (5) When an employee works on a scheduled holiday, which falls in the regular work week, in addition to holiday pay, they shall be paid one and one-half (1½) times for the hours worked.
 - (6) When an employee is pre-arranged to work on a non-work day or wholly outside of regular hours on a work-day. For the purposes of this section, pre-arranged work is deemed to be work for which the employee is notified by the end of a preceding work period on a regularly scheduled workday. The employee will be paid one and one-half (1½) times the regular rate of pay for actual work time and travel time. However, if the employee continues to work into their regular hours and beyond, the employee will be compensated by overtime only for travel time one way from their home and for actual work time up to their regular work hours. On non-workdays or holidays, they will be paid the appropriate overtime rate for actual work time and travel time. The employee will be paid for actual travel time from home, limited to a maximum of one hour and thirty minutes. Inclement weather or road conditions that increase the actual travel time beyond the employee's control will be paid based on supervisor's approval.
 - (7) If the Agency establishes a regular schedule by which a shift employee will have less than twelve (12) hours off between shifts, the employee will be paid one and one-half (1½) times the regular rate of pay for any time worked in the twelve (12) hour interval following the end of the employee's last preceding shift.

- (8) If a shift employee is transferred from one schedule or work day or work hours to another, the employee shall be paid overtime compensation for work performed during regular hours of the first day involved in the transfer if any of the following conditions are met:
- i. The employee is notified of such transfer less than twenty-four (24) hours in advance of the starting time of the new shift.
 - ii. The employee has not had a minimum of eight (8) hours off between shifts.
 - iii. The employee has been required to work more than forty (40) hours at the straight-time rate in the affected work week.
 - iv. The employee has been required to work more than two (2) transfers from one schedule to another with only eight (8) hours off between shifts in the affected work week.
- (9) When a Nine-Eighty employee works in excess of nine (9) hours on their long day or eight (8) hours on their short day. (Except as provided in Section 6.2 Holiday Pay.)
- (e) Overtime Compensation at Two Times Regular Rate of Pay: Overtime shall be compensated to the nearest one-quarter hour.

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

- (1) When a non-shift employee or four tens shift employee works in excess of twelve (12) consecutive hours.
- (2) When a 12-hour shift employee works in excess of sixteen (16) consecutive hours.
- (3) When an employee is called out (defined as being notified to report to work while not at work) after regular work hours or on a non-workday. The employee will be paid for actual travel time from home, limited to a maximum of one hour and thirty minutes. Inclement weather or road conditions that increase the actual travel time beyond the employee's control will be paid based on supervisor's approval.
- (4) When an employee works through a rest period, (time off between work schedules), until the employee is relieved from duty for eight (8) consecutive hours.
- (5) When a non-shift employee works in excess of eight (8) hours on:
 - i. The employee's second of two scheduled days off, provided the employee has performed work on the first scheduled day off, or
 - ii. On the fourth day of four (4) consecutive days off, provided that such employee has also performed work on the third scheduled day off.
- (6) When four tens shift employee works in excess of ten (10) hours on:

- i. The employee's second of two scheduled days off, provided the employee has performed work on the first scheduled day off, or
 - ii. The employee's third of four days off provided the employee has performed work on the second scheduled day off, or
 - iii. The employee's fourth of four consecutive days off provided the employee has performed work on the third scheduled day off.
 - (7) When a shift employee works in excess of twelve hours on the employee's second of two scheduled days off, provided the employee has performed work on the first scheduled day off.
 - (8) When a Nine-Eighty employee works in excess of twelve (12) consecutive hours.
 - (9) When a Nine-Eighty employee works in excess of eight (8) hours on:
 - i. The employee's second of two scheduled days off, provided the employee has performed work on the first scheduled day off, or
 - ii. The employee's third of 3 days off provided the employee has performed work on the second scheduled day off.
 - (f) Relief Duties: 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 relief in any shift without advance notice. Such employee shall not, as a result of relief assignments, be paid overtime for work performed during regular work hours. Such employee is considered a shift employee and shall not receive overtime as a result of being notified of any schedule change during work hours. However, said employee shall receive the applicable shift premium for hours worked on an established shift. However, if the employee is required to report for work without having had eight (8) hours off following the end of the last preceding work period, the employee will be paid overtime for any time worked in the eight (8) hour period following the end of the last preceding work period.
- A work period is defined as any eight (8) or twelve (12) hour shift or extension thereof.
- (g) Limit on Consecutive Workdays: Except where a hazard to life or property exists, employees will not be required to work more than 21 consecutive days without having two (2) consecutive days off at the straight time rate of pay. The third week regular scheduled days off will be given if at all possible. If the days off should fall beyond the 21-day period, then the employee will receive the days off and straight time pay for two days.
 - (h) Reporting for Work- Travel: An employee will report to the NCPA generating plant to which they have been regularly assigned and will return thereto at the end of the workday. The time spent in traveling between other assigned plant sites shall be deemed as time worked.
 - (i) Withholding On Paid Overtime: Income tax withholding on payments of overtime shall be based on the employee's W-4 unless the employee requests, in writing, flat rate withholding.

- (j) Voluntary Change of Shift: The four tens shift employees may, with their supervisor's approval, change shifts or work periods as long as the shift change or work period is Monday through Friday, starting between the hours of 0600 to 0900. Overtime compensation as defined in Section 7.1(a) will not apply to employee initiated "shift" or "work period" changes.

7.2 Compensating Time Off: Employees may, prior to December 15th, elect to accrue overtime worked as compensating time off for the next calendar year. Compensating time off shall be limited to one hundred forty-seven (147) regular hours in one calendar year. For shift workers, one hundred and forty-seven (147) hours plus the minimum required in Section 4.3 (b).

- (a) Employees may elect in writing to accrue all overtime as compensating time off. After such election, all overtime worked will automatically be accrued until the one hundred forty-seven hour limit is reached. New hires may first elect CTO during the first two (2) weeks following the date of employment, and thereafter any election would occur during the normal sign-up period.
- (b) Overtime accrued as compensating time off shall be converted to and accumulated as regular hours. These hours, labeled "comp time" will be shown on the employee's pay stub in a manner similar to vacation and sick leave.
 - (1) Any temporary upgrades or agreed to premiums earned and worked by employees on overtime related to hours they have taken in CTO shall be properly paid out during the appropriate pay period.
- (c) All overtime accrued as compensating time off must be taken as time off or as additional compensation by the end of the calendar year. No accrued compensating time off may be carried over to the next calendar year. Accrued compensating time off that is not taken by the end of the calendar year shall be paid with the last payroll of the year.
- (d) An employee desiring to take compensating time off must receive approval through their supervisor at least two weeks prior to the requested day off.
- (e) An employee desiring to be paid for compensating time off must notify the Agency Payroll Department in writing at least one week prior to the date of the payment. All payments of accrued compensating time off will be included in the next payroll disbursement; this may be done one time per year.

7.3 Rest Periods:

- (a) If a shift employee has worked for six (6) hours or more at the overtime rate during the twelve (12) hour period immediately preceding the beginning of the employee's regular work hours on a workday, the employee will be entitled to a rest period of eight (8) consecutive hours on the completion of the overtime work.

There shall be included, as part of the six (6) hours worked at the overtime rate in such twelve (12) hour period, any travel time and meal time to which the employee is entitled, except that any travel time and meal time to which they are entitled after being dismissed from work will not be included as hours worked in such period, and will not be included in the computation of the eight (8) hour rest period limited to two (2) hours total travel time based on actual travel time.

- (b) If a non-shift employee has worked for eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of the

employee's regular work hours on a workday, the employee will be entitled to a rest period of eight (8) consecutive hours on the completion of the overtime work.

There shall be included, as part of the eight (8) hours worked at the overtime rate in such sixteen (16) hour period, any travel time and meal time to which the employee is entitled, except that any travel time and meal time to which he is entitled after being dismissed from work will not be included as hours worked in such period, and will not be included in the computation of the eight (8) hour rest period limited to two (2) hours total travel time based on actual travel time.

- (c) If a four tens shift employee has worked for six (6) hours or more at the overtime rate during the fourteen (14) hour period immediately preceding the beginning of the employee's regular work hours on a workday, the employee will be entitled to a rest period of eight (8) consecutive hours on the completion of the overtime work.

There shall be included, as part of the six (6) hours worked at the overtime rate in such fourteen (14) hour period, any travel time and meal time to which the employee is entitled, except that any travel time and meal time to which they are entitled after being dismissed from work will not be included as hours worked in such period, and will not be included in the computation of the eight (8) hour rest period limited to two (2) hours total travel time based on actual travel time.

- (d) If a Nine-Eighty employee has worked for seven (7) hours or more at the overtime rate during the fifteen (15) hour period preceding the beginning of the employee's regular work hours on a long work day, or eight (8) hours or more at the overtime rate during the sixteen (16) hour period preceding the beginning of the employee's regular work hours on a short work day, the employee will be entitled to a rest period of eight (8) consecutive hours on the completion of the overtime work.

There shall be included, as part of the hours worked at the overtime rate, any travel time and meal time to which the employee is entitled, except that travel time and meal time in which they are entitled after being dismissed from work, will not be included as hours worked in such period, and will not be included in the computation of the eight (8) hour rest period limited to two (2) hours total travel time based on actual travel time.

- (e) If the rest period in whole or part overlaps the employee's regular hours, the employee will receive pay at the straight-time rate for the extent of the overlap. However, the time taken during such overlap for any meal to which the employee is entitled on dismissal, will be paid at the overtime rate.
- (f) If the rest period extends into regular work hours, but not into the second half of the workday, the employee may be excused from reporting to work until the beginning of the second half of the workday. This time will be compensated at the straight-time rate of pay.
- (g) If the rest period extends into the second half of the workday, the employee may be excused from reporting to work for that workday. This time will be compensated at the straight-time rate of pay.
- (h) If an employee covered under provisions (a) through (d) herein is called back to work during the rest period, a new rest period will commence at the conclusion of such work.
- (i) If a non-shift employee is called in to work or works between the hours of 12:00am to 4:00am and has not earned a full rest period, at the employee's request,

management will make a determination based on safety and fatigue management best practices as to whether an employee will be excused for a paid rest period for a portion of the workday. For shift employees, the principles of this paragraph shall apply, but times will be subject to the determination of management.

Section 8. Meals and Transportation

8.1 Shift, Non-Shift and Four Tens Shift Employees:

Prior to Regular Work Hours:

- (a) If an employee is required to report to work two (2) but not more than four (4) hours before the employee's regular work hours and continues to work into regular work hours, at the Agency's option, the employee will be provided one meal on the job or be reimbursed \$20 for a meal. (The employee does not receive a 30-minute paid meal period).

Extension of Regular Work Hours:

- (b) If an employee is required to work more than one hour and fifteen minutes (rounded to the nearest 15 minutes) beyond the employee's regular work hours, at the Agency's option, the employee shall be provided one meal on the job or receive \$20.00 and 30-minutes pay, and this will continue at intervals of every four hours thereafter that the employee continues to work beyond their scheduled hours. If the assignment continues two and one-half hours beyond the end of their scheduled work hours, the Agency will provide a Supplemental Meal (examples include but are not limited to: granola bars, trail mix, fruit, muffins, sandwiches, pizza). The next Supplemental Meal would be provided approximately four (4) hours after the prior Supplemental Meal is consumed. (Example: Employee's schedule ends at 4 p.m. and they continue to work until 10 p.m. The employee receives at the Agency's option, one meal on the job or \$20 and 30 minutes pay at 5:15 p.m., then they receive a Supplemental Meal at 6:30 p.m. followed by at the Agency's option, one meal on the job or \$20 and 30 minutes pay at 9:15 p.m.).
 - (1) Nothing herein shall preclude any Agency employee working on an overtime assignment from participating in the consumption of a Supplemental Meal when provided.
 - (2) Should instances occur beyond reasonable control where a Supplemental Meal cannot be provided, employees will receive \$10 in addition to any missed meal allowances provided for herein.

Emergency Call-Out Work Hours:

- (c) If an employee is required to perform emergency work on a non-workday or solely outside of prescheduled regular work hours on workdays, at the Agency's option, the employee shall be provided one meal on the job or reimbursed for meals taken or they may receive \$20 and 30 minutes pay in lieu of taking a meal. This will continue at intervals of every four hours that the employee continues to work.

Pre-arranged Work Hours:

- (d) If an employee is required to perform pre-arranged work on a non-workday during "regular work hours", the employee shall observe the lunch arrangement which prevails on their workdays. If such work continues after regular work hours, the employee shall be reimbursed for meals as described in (b) above.

- (e) If an employee is required to perform pre-arranged work wholly outside of “regular work hours” on workdays and non-workdays, the employee shall be permitted to have time off for a meal approximately four (4) hours but not more than five (5) hours after the employee starts work. This meal shall be furnished by the employee and the time necessarily taken for any such meal up to one half-hour shall be at Agency expense. If pre-arranged work continues beyond this meal, at the Agency’s option, the employee shall be provided one meal on the job or receive \$20 and 30 minutes pay in lieu of taking a meal. This will continue at intervals of every four (4) hours that the employee continues to work.
- (f) Travel times shall not be included in the determination of intervals for providing meals.
- (g) Supplemental Meals are designed for sustenance while work continues and are not to be considered a substitute for a meal where an employee is released from employer control, regardless of contractual paid status, for the purposes of ordering and consuming a reasonable substitute.

For the purposes of this section, “regular work hours” on a non-workday shall be the same as the last prescheduled work hours prior to an employee’s regular days off. Such hours on non-workdays shall be used for the purposes of determining a meal earned “one hour and fifteen minutes beyond the employee’s “regular work hours” on a non-workday pre-arranged assignment (i.e. a 9/80 employee would earn a meal after 9 ¼ hours on a regular day off if the previous regular work day was their 8-hour day, and after 10 ¼ hours if the previous regular work day was their 9-hour day).

8.2 Transportation and Travel Time:

- (a) Transportation-Non-Supervisory Personnel: The Agency will, at its option, provide transportation for non-supervisory personnel via Agency vehicles or will pay a transportation allowance in lieu of utilizing Agency vehicles for those employees working at the Geysers.
 - (1) Transportation allowance is based on the reasonable commute from Lake and Sonoma Counties.
 - (2) Transportation allowance is \$14.40 per day.
 - (3) An employee required to work overtime outside their normal hours will be paid a transportation allowance. Extension of the normal workday will not qualify for an additional transportation allowance.
- (b) Relief Operator Travel Time: The relief operator shall be paid travel time to and from work for any complete day worked in excess of the required 240 hours in that six-week work period.
- (c) Agency Travel: An employee may use their own vehicle for Agency business provided such use is approved by the employee's supervisor. Mileage shall be reimbursed at the IRS approved rate. An employee using their own vehicle for Agency business may be required to provide proof of sufficient insurance to hold the Agency harmless from any liability to any third party for personal injury or property damage resulting from operation of the employee's vehicle. The General Manager shall determine the limits of insurance required to be carried by the employee.

An employee assigned to work at a temporary work location will work the same schedule as the work crew they are assigned to.

When an employee can return to their normal living quarters or the regular headquarters from a temporary work location and Section 10 does not apply, they may be reimbursed for mileage for the employee's personal vehicle use in accordance with NCPA's Travel Policy. Travel pay will only be provided if the time involved to travel to the temporary work location is in excess of the time normally taken in driving from the employee's living quarters to their regular assigned headquarters. The excess time will be considered hours worked. In the event that the employee receives a transportation allowance for their commute to the regular headquarters, the employee may not receive both the transportation allowance and mileage reimbursement.

Section 9. Personal Protective Equipment (PPE)

- 9.1 NCPA will allow employees to select a pair of work boots that do not exceed a total cost of \$250.00, if the total cost exceeds \$250.00 then the employee will pay the difference. Upon supervisor approval boots will be replaced by the Agency on an as needed basis as related to fair wear & tear under normal working conditions and as demonstrated to the employee's supervisor.
- 9.2 The Agency will pay for prescription safety glasses as required for specific job classifications identified by the plant manager and approved by the appropriate AGM. Agency to select prescription safety glass supplier in addition to lens and frame options. Employees may select lens and frame options from the vendor's lens and frame options or may be reimbursed up to \$300.00 for prescription safety glasses from their own optician regardless of the Agency's vendor as long as such safety eyewear meets the ANSI Standards for safety glasses. This is in addition to the benefit provided under the Agency's vision plan.

Section 10. Temporary Work Location Assignments

- 10.1 Employees who are temporarily assigned to work at such distance from their established work location that it is impractical for them to return thereto, or their regular place of abode, shall for the duration of such assignment be allowed expenses for board and lodging and for other incidental items of expense approved in advance of the assignment.
 - (a) Traveling employee to receive 10% increase in base wage for duration of assignment.
 - (b) Agency pays expense for motel.
 - (c) Agency to pay the standard Continental United States (CONUS) per diem rate established by the U.S. General Services Administration.
 - (d) Agency to pay actual costs, upon delivery of receipts or signed expense form, not to exceed \$15.00 per week, for telephone calls. (Agency also separately pays motel and or calling card connect/service charges for phone calls as shown on expense reports.) At the Agency's option it may provide a cellular phone or prepaid calling cards for the employees to call home during off peak periods. Should a cell phone and or calling cards be provided then no weekly telephone call allowance would be paid.
 - (e) Agency to pay actual costs upon delivery of receipts or signed expense form, not to exceed \$18.00 per week, for laundry expense.

- (f) If on their non-working days any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by the Agency.
- (g) If possible, Agency is to provide transportation at the ratio of one vehicle per two employees.
- (h) Travel to and from temporary location to permanent place of abode shall be considered as time worked.
- (i) Travel to and from motel to temporary work location in excess of fifteen minutes each way to be paid at the overtime rate.
- (j) An employee who is authorized by the Agency to use their personal vehicle in connection with their duties shall be entitled to a vehicle mileage allowance at the current mileage rate under NCPA's travel policy. Geothermal employees when reporting to another location do not receive the daily transportation allowance per section 8.2 (a).
- (k) When such temporary assignment extends beyond the second consecutive workweek, an employee may in any succeeding work week be allowed to return to their regular place of abode over the weekend. Expenses to be as covered in this policy.

Section 11. Leaves

11.1 Sick Leave: Employees shall be credited with sick leave, earned on a daily basis and computed at the rate of ninety-six (96) hours per year, with no limit on the amount that may be accumulated. There will be a payoff for accumulated sick leave only in the event of termination due to permanent disability. Casual employees shall be afforded Sick Leave in accordance with the California "Healthy Families, Healthy Workplace Act" and NCPA Policy 406.4.1.

- (a) Sick leave may be used only in cases of actual personal sickness, disability, or for medical or dental treatment. Up to 48 hours of sick leave per year may be used for illness of a member of the employee's immediate family. Immediate family includes child, parent, spouse or registered domestic partner, grandparent, grandchild or sibling. Such time off shall be noted as Family Sick Leave on the timesheet.
- (b) Sick leave will be charged by the hour with no charge made for increments of less than one hour.
- (c) If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, the employee shall receive pay for the holiday. The holiday shall not be counted as sick leave.
- (d) The Plant Manager may request from the employee written proof of illness from a licensed physician for any days charged as sick leave. Such request must be made within a reasonable time.
- (e) A new employee may, if necessary, use up to forty-eight (48) hours of unearned sick leave at any time during the first six (6) months of employment. Any negative balance generated by such utilization will be charged against future accrual or deducted from the employee's final paycheck in the event of termination of employment.

11.2 Medical (FMLA) and Maternity Leave:

See NCPA Policy 406.6, Family Medical Leave Under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) as of 10/27/2015.

- (a) If during any FMLA, CFRA or PDL leave an employee is receiving some form of income replacement payment, including but not limited to State Disability Insurance (SDI), Paid Family Leave ((PFL), Short Term Disability (STD), Long Term Disability (LTD) or Worker's Compensation employee may (but shall not be compelled) to use available paid leave benefits (i.e. sick, vacation, PTO, or CTO) to supplement the income replacement payment up to 100% of employee's regular wages. While the employee is on FMLA/CFRA/PDL or approved medical leave, the Agency will continue to pay for the employee's participation in its benefit plans in which they were enrolled before the first of the leave.
- (b) The Agency pays the employer share of medical insurance premiums while the employee is on an approved FMLA/CFRA/PFL leave or an approved medical leave when the employee is using leave balances to supplement SDI, STD, LTD or Workers Compensation benefits up to 100% of base earnings for that pay period.

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

11.3 Bereavement Leave: Leave of absence with pay of up to three (3) regularly scheduled workdays ; plus, an additional two (2) working days chargeable to sick leave, vacation or compensating time off, may be granted an employee by the Plant Manager or his designee in the event of death in the employee's family. For the purpose of this section, family is defined as: spouse, parent, parent-in-law, foster parent, child, stepchild, brother, sister, half-brother or half-sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, registered domestic partner, or more distant relative residing in the household of the employee.

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

Consistent with the Agency's operational needs, an employee may be granted the time off with pay necessary to attend the funeral of a person the employee may be reasonably deemed to owe respect, but not to exceed one (1) working day.

Employees who have not attained regular status will be allowed time off that may be covered with any accrued leaves, compensatory time or without pay if no leave is available, for bereavement leave as provided for herein.

11.4 Military Leave: Military leave shall be granted as required by law.

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

Employees who are witnesses on behalf of, or at the request of, the Agency in any court proceeding or who are subpoenaed in any court proceeding by a third party shall be entitled to

leave with pay for those hours reasonably necessary to serve as a witness, provided the employee remits to the Agency all fees received from such duties, other than mileage or subsistence, within thirty (30) days from the time the employee appears as a witness.

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

- 11.6 Voting: Time off with pay to vote in any general or direct primary election shall be granted as provided in the State Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.
- 11.7 Leave Without Pay: Leave of absence without pay may be granted to an employee in cases of emergency or substantial personal reasons. Any leave of absence requested must be approved by the General Manager or their designee and such approval shall be based on the nature of the emergency, the estimated length of the leave and the staffing needs of the Agency. Leave under this section shall not be granted to allow the employee to seek or accept other employment.
- 11.8 Light Duty Work: At the sole discretion of the Agency and with proper medical approval, an employee may be allowed to return to work on a light duty basis after an illness or disability. The Agency agrees to make reasonable accommodation of employee-initiated requests to return to light duty.
- 11.9 Pregnancy Disability Leaves: The Agency will provide pregnancy disability leave per State law, separate from family and medical leave. Pregnancy leave is defined as the time a female employee is temporarily disabled due to a pregnancy, childbirth or a related medical condition. Female employees should refer to the NCPA Policy and Procedures Manual for further information on Pregnancy Disability Leave.

Employees may also use accumulated vacation to supplement pay while on pregnancy leave and may be eligible for an unpaid medical leave that extends the total leave time by 12 weeks in a one-year period under FMLA. See Medical (FMLA) for further information on unpaid family leave (11.2).

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

Section 12. Vacation

- 12.1 Accrual of Vacation Leave: Employees shall complete six (6) months of continuous service with the Agency before using accrued vacation leave. Each employee shall be entitled to vacation accrual as follows:
 - From date of employment to the fourth (4th) anniversary of full-time continuous service = 10 days/80 hours per year.
 - From the day after the fourth (4th) anniversary to the eighth (8th) anniversary of full-time continuous service = 15 days/120 hours.
 - From the day after the eighth (8th) anniversary of continuous service and beyond = 20 days/160 hours.
- 12.2 Holidays During Vacation: Any holiday occurring during a scheduled vacation shall be considered a holiday and not vacation.

- 12.3 Maximum Accrual: It is the intent of the Agency to allow represented employees to accrue up to two and one-half (2.5) times the annual accrual level for which the employee is eligible and to STOP any further accrual of vacation in excess of that level. Employees shall have the opportunity to sell back any excess prior to November 30 of each calendar year. This is effective the first pay period of 2016.
- 12.4 Scheduling of Vacation: Vacations must be scheduled in advance and be approved by the Agency. The Agency shall schedule vacations throughout the calendar year using two separate sign up periods: An "Early" sign-up to cover January 1, through March 31 and a "Later" sign-up to cover April 1 through December 31.

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

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

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

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

Although the Agency will attempt to grant vacation as requested, it may be necessary to limit the number of employees who may be off at the same time in a headquarters, facility or classification to be able to provide the proper staffing and economic operation of the facility. Factors to be considered by the Agency include appropriate staffing requirements, operational needs of the Agency, available relief and the additional overtime, if any, that will be required to grant the requests.

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

Vacation and floating holiday leave must be used in at least 15-minute increments.

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

Section 13. Education

13.1 Meetings, Workshops, and Training Classes: When an employee is temporarily assigned to attend training classes at other than their regular headquarters, the following provisions will apply:

- (a) When arrangements are made for an employee to travel each day between their living quarters and the training location, they shall be given allowance for the time involved which is in excess of the time normally taken in traveling between their living quarters and their regular headquarters, and such compensation shall be considered time worked.
- (b) If it is impracticable for an employee who attends training classes to return to their living headquarters each day, Agency shall, for the duration of the training assignments, provide the standard Continental United States (CONUS) per diem rate established by the U.S. General Services Administration (receipts not required).
- (c) An allowance for reasonable travel time incurred by an employee in traveling between their regular headquarters and the training location at the beginning and at the end of their training assignment shall be authorized to the extent that it exceeds the employee's normal commute. The time spent traveling to and from such an assignment shall be considered time worked.
- (d) Partial day travel associated with an overnight stay for an 8-hour training or meeting, the Agency will provide a pro-rated meal per diem as follows: 1/2 for 2 hours of travel or less, 2/3 for 5.5 hours of travel or less, and a full per diem for more than 5.5 hours of travel. Pro-rated daily meal rates do not apply if meals were included as part of the training or meeting.

13.2 Educational Leave and Tuition Reimbursement: Solely at the Agency's discretion, the Agency may provide an educational leave and tuition reimbursement plan. The Agency may choose to reimburse for IRS approved educational expenses which may include tuition, books, and curriculum fees incurred by an employee up to an established maximum as determined by the IRS for classes given by accredited institutions of learning or approved specialized training groups. Such programs must be related to the employee's job duties and must be approved in advance by the Human Resources Director or designee upon recommendation of the employee's Assistant General Manager or Plant Manager.

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

13.3 Geothermal Facilities Operations Training Program: This program is open to all represented job classifications within the Geothermal Facilities. In December of each year, at the same time as the Early Vacation Sign-up for the successive calendar year, employees will have a sign-up period during which they may express interest in participating in the Operator Training program. Employees with expressed interest will be listed on the Operator Training roster in order of the date of the sign-up period. Where employees have expressed interest during the same sign-up period, employees will be listed in order of seniority. Employees who later express interest, outside of the annual sign-up period, will be added to the training roster below the names of all employees who signed up during that year's sign-up period. Due to the lengthy training program, participants will be trained in order of sign-up period

and then by seniority. A subsequent year's signup list will only go into effect only when all enrollees from the prior sign-up period have completed training. Employees on assignment under this program will be subject to the following terms:

- (a) Training assignment will be for a period of six (6) consecutive months. Employees who withdraw from the training assignment, may not re-enroll for the program for a two (2) year period. NCPA reserves the right to remove an employee from the training program for a safety violation or other violation of an Agency policy or procedure.
- (b) Training assignment must begin at the start of a pay period and stop at the end of a pay period. The training assignment is not considered a "schedule change" under Section 7.1(a) of the MOU and overtime is not payable for hours outside the employee's prior schedule solely due to the start of participation in the program.
- (c) Employees participating in a temporary training assignment will have no change in job classification and will remain at the same job level on the pay scale for the duration of the training assignment.
- (d) Employee will receive a \$2.50/hour shift differential when working a night shift (1800 – 0600) pursuant to Section 3.2 (a)(2) of the IBEW 1245 MOU. Employee will be going onto a rotating twelve (12) hour shift schedule working an average of 80-hours per pay period with applicable Labor Balancing of overtime. Employee may be scheduled to work any shift, any day, 365 days a year. Implementation into Labor Balancing will be effectuated pursuant Section 4.3 (b) of the IBEW 1245 MOU, and at the end of the training period the labor balancing account will either be cashed out or if at a deficit will be paid back from the employee's leave balances. The employee has discretion as to whether the repayment comes from the employee's comp time, deferred holiday, floating holiday, or vacation balance.
- (e) The work schedule is for twelve (12) hour shifts. Shifts taken as time off, whether as vacation or other leave, will be based on twelve (12) hours of leave taken per shift.
- (f) Employee must be available for call-outs and may be called-out if no other control room operator, in the same classification, is available. Employee will be on regular rotating shift schedule and will be eligible for pre-scheduled overtime as well as "Relief" or "R" Day overtime.
- (g) Employee will be offered a control room operations training program, involving both hands-on and bookwork/online studies which may be continued after the six (6) month training period has ended.
- (h) Holiday pay will be administered according to Section 6.2 of the IBEW 1245 MOU.
- (i) Employees who have completed the training program may apply for and be considered for a full-time regular Operator Technician position, subject to the required job posting and selection process. Subject to the Agency's operational needs, the remaining employees who properly signed up for the training program as defined herein and are awaiting the opportunity to participate shall be allowed to enter into the program and complete their training.

Section 14 Insurance

14.1 Medical Insurance:

- (a) Effective the first of the month following NCPA Commission’s approval or as soon as administratively possible, the Agency’s maximum monthly contribution for each eligible active employee shall be equal to 100% of the CalPERS Kaiser Senior Advantage – Employee & 1 Dependent Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate as required under the equal contribution requirements of the Public Employee’s Medical and Hospital Care Act (PEMHCA).
- (b) Cafeteria Plan
 - (1) The Agency agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits currently available through a Cafeteria Plan include medical insurance, flexible spending health care contributions, and flexible spending dependent care contributions.
 - (2) Effective January 1, 2019 or as soon as administratively possible, the Agency agrees to provide a monthly Cafeteria Plan allowance to all active employees eligible to participate in Agency sponsored health and welfare benefits under Section A of this article. Employees enrolling in health coverage shall receive the lessor of the actual medical plan cost less the direct PEMHCA premium provided in paragraph A or 90% CalPERS Kaiser Region One (1) Family Rate less the direct PEMHCA premium provided in paragraph A for the term of the Agreement.

In addition, Geo based active employees, where Kaiser is not available, receive an additional cafeteria plan allowance of \$75/month toward healthcare.

If an employee selects a medical plan with a monthly premium in excess of the combined amount of the Agency’s cafeteria plan contribution and the Agency’s CalPERS direct PEMHCA premium, the employee shall pay the cost difference via a payroll deduction.

- (3) Employees may elect a monthly payment via paycheck in-lieu of the medical insurance coverage if they present proof of alternate medical insurance, excluding coverage through Covered California or another “healthcare exchange” provider. The amount of the monthly payment shall be:

Employee only coverage	30% of the Agency’s maximum contribution towards medical insurance
Employee plus one coverage	30% of the Agency’s maximum contribution towards medical insurance
Employee plus two or more coverage	30% of the Agency’s maximum contribution towards medical insurance

- (4) Any Cafeteria Plan Allowance provided for under Section B (2) of this Article can only be used to offset the cost of participation in Agency sponsored medical insurance benefits for the employee and eligible dependents.

The Agency agrees to continue its existing Section 125 FSA Plan. The Agency reserves the right to select the program administrator or self-administer this program and to set limits for medical reimbursement accounts.

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

14.3 Life Insurance: Life insurance in the amount of approximately three times an employee's annual salary up to a maximum of \$350,000 will be provided by the Agency to each employee through a carrier selected by the Agency. The employee may add an additional amount of life insurance totaling up to their annual salary by paying the applicable premium per month for each additional thousand dollars of coverage, at the Agency's cost. The payment will be made through payroll deduction. Eligibility for this provision is subject to the insurance company's requirements. Employees meeting the Agency's retirement qualifications may elect to continue life insurance coverage at their own expense at rates quoted by NCPA's life insurance carrier. The amount of life insurance may be equal to or lower than NCPA's standard coverage. The increments of coverage will be determined by the life insurance carrier.

14.4 Short-Term/Long-Term Disability and Worker's Compensation:

- (a) Short-term disability will be provided by the Agency for each eligible employee through a carrier selected by the Agency. The maximum weekly benefit would be up to a maximum of 180 days.
- (b) Long-term disability will be provided by the Agency for each eligible employee through a carrier selected by the Agency. The maximum benefit will be up to \$8,100/month and would take effect at 180 days of disability.
- (c) For non-work-related injury, the amount of short- or long-term disability pay shall be 60% of standard monthly earnings (excluding overtime), or the maximum monthly benefit determined by the plan. This benefit supplements State Disability Insurance.

There may be a waiting period before these benefits begin. See Plan document for more details.

14.5 Workers' Compensation: Worker's Compensation is provided by the Agency to provide coverage for work related injuries. Since Workers' Compensation rules and regulations are dictated by legislation they are subject to change from time to time. Information concerning Workers' Compensation is available through your Facility Office Administrator, Payroll or Human Resources.

If an employee receiving Workers' Compensation wishes to supplement the benefit, the employee must endorse the Workers' Compensation benefit check to the Agency. The Agency will then supplement the compensation up to one year from the date the employee is taken off work as follows: For the first six (6) months the employee shall receive 85% of the standard base rate earnings for their job classification. For the second six (6) months of continuing disability the employee shall receive 75% of the base rate earnings for their job classification. At the employee's option, they may request an advance of sick leave while waiting for worker's compensation payments to begin and/or may give direction to payroll

to utilize sick or vacation accrual in order to receive compensation up to 100% of base earnings for that pay period.

- 14.6 Vision Care Insurance: The Agency will provide vision care insurance for each employee and their eligible dependents.
- 14.7 Flexible Spending Account: NCPA will establish flexible spending accounts per NCPA policy 405.11 and will supplement the employee's accounts with a \$500 /year contribution. FSA funds will be available to employees through an FSA debit card or through submission of claim forms.
- 14.8 Business Travel Accident Insurance: A benefit of \$300,000 shall be provided in travel accident insurance in the event an employee dies while traveling on business (as defined in the policy).

Section 15. Retirement Plan

- 15.1 CalPERS: Retirement income is provided for employees hired by the Agency prior to 01/01/2013 (and those who qualify as a "classic member" under PEPRA) under the CalPERS 2.5% at age 55 retirement plan for members (see CalPERS Local Misc. 2.5% at age 55 booklet). There is a 50% prior service credit for NCPA employees on the payroll as of April 7, 2002. Options added by NCPA to the plan are identified in Exhibit B and they apply to both classic and new CalPERS members.

- (a) Classic CalPERS members:
Employees on the payroll as of the end of 2012 are considered "classic members" and are subject to those provisions of the Public Employee's Pension Reform Act of 2012 (PEPRA) that affect classic members. Classic members of CalPERS who begin work with NCPA within 60 calendar days of leaving another CalPERS covered employer retain their classic status. Classic members contribute a full 8% employee share.
- (b) New members are generally those hired as of 1/1/13 and beyond:
New hires/members are subject to PEPRA cost sharing for their retirement plan formula. These employees are also subject to all other provisions of PEPRA upon hire when they are enrolled in the CalPERS 2% at age 62 formula for miscellaneous members under CalPERS. For FY 2016 new members will contribute a 6.5% employee share.

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

New members as of 1/1/13 shall also participate in a 401(a) plan. Classic members are not eligible to participate in the 401(a) plan.

- (c) New members hired on or after 1/1/2019 (Tier 3) are eligible to participate in the 401(a) plan however Agency contributions into the plan will not begin until the employee has completed five (5) years of service.

15.2 Post Retirement Health Insurance:

- (a) Medical Insurance Benefits

The Agency agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with

medical insurance benefits. Effective the first of the month following approval by the NCPA Commission or as soon as administratively possible, the Agency's maximum monthly medical contribution for each eligible retiree shall be no more than 100% of the Kaiser Senior Advantage - Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) rate for that calendar year based on the member's vesting schedule upon hire.

The parties agree to move to the CalPERS equal contribution method equal to 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Region One (1) Rate (CalPERS Supplement Managed Medicare). This monthly rate does not modify retiree health benefits for employees in Tier I and II pursuant to Section 15.2(b) and (c) below.

Tier I employees shall be given an opportunity to make a one-time irrevocable election to move onto Tier II plan no later than January 31, 2019.

(b) For Employees Hired Prior to January 1, 2009 (Tier I)

Under this vesting schedule, active employees hired prior to January 1, 2009 that meet CalPERS eligibility requirements shall qualify for retiree health benefits based on rules in effect prior to January 1, 2009, i.e. those who retire from the Agency after working for NCPA for at least five years, have reached the age of 50 or have been retired earlier, and the employee retires under the CalPERS retirement plan within 120 days of separating from the Agency, with eligibility for the health plan at the time of separation. Under this vesting option, a retiring employee and their eligible dependents or a surviving spouse or surviving domestic partner shall receive a monthly employer healthcare contribution equal to the lesser of:

1. Actual medical premium cost; or
2. Up to 90% of the Region One (1) Kaiser Family rate, for the effective calendar year, less the amount established in 15.2 (A) for that calendar year.
3. In addition, retired employees who were Geo based, where Kaiser is not available, shall also receive an allowance of \$75/month toward post-retirement healthcare.

(c) For Employees Hired On or After January 1, 2009 and Prior to January 1, 2019 (Tier II)

Under this vesting schedule, employees hired on or after January 1, 2009 and prior to January 1, 2019 or for Tier I employees who elect this vesting option, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the Agency. Employees who retire from the Agency after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service shall receive an Agency contribution towards their post-retirement health benefits based on the following table:

Total Credited Years of Service	% of Agency Contribution*
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90

19	95
20+	100

The Agency’s healthcare contribution is based on a percentage of the total credited years of service times 90% of the Region One (1) Kaiser Family rate less the amount established in 15.2(a) for that calendar year. For example, with 10 years of CalPERS credited service an employee is eligible to receive a monthly employer healthcare contribution equal to the lesser of:

1. Actual medical premium cost; or
2. 50% of 90% of the Region One (1) Kaiser Family rate, for the effective calendar year, less 50% of the amount established in 15.2(a) for that calendar year.
3. In addition, retired employees who were Geo based, where Kaiser is not available, shall also receive an allowance of \$75/month toward post-retirement healthcare.

(d) For Employees Hired on or After January 1, 2019 (Tier III)

Employees in Tier III are only eligible to the medical benefits identified in Section 15.2(a), except that retired employees in Tier III who were Geo based, where Kaiser is not available, shall also receive an allowance of \$75/month toward post-retirement healthcare.

To summarize, employees must have at least ten (10) years of CalPERS credited service, five (5) of which must be served at NCPA, to be eligible to receive post-retirement health benefits up to 50% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate as established in 15.2(a). The Agency’s monthly contribution as a percentage of the Kaiser Senior Advantage – Employee & 1 Dependent rate Region One (1) increases by 5% per year thereafter so that by 20 years of service the employee is eligible to receive up to 100% of the Kaiser Senior Advantage Employee & 1 Dependent Rate – Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate.

Under this vesting schedule, employees who retire from the Agency with at least five years of Agency service shall receive a contribution towards their post-retirement health benefits based on the following table:

Total Credited Years of Service	% of Agency Contribution*
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20+	100

(e) Administration of Benefits

NCPA shall pay directly to CalPERS the lesser of (1) the retiree’s actual insurance cost or (2) an amount up to 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate

Sacramento Region (CalPERS Supplement/Managed Medicare) rate, contributions are based on the above vesting schedule.

NCPA shall also establish a Health Reimbursement Arrangement (HRA) for those Tier I and Tier II retirees whose monthly healthcare premium exceeds 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Sacramento Region (CalPERS Supplement/Managed Medicare) monthly rate. The Agency shall reimburse to the retiree the lesser of (1) the remaining medical premium or (2) the remaining medical insurance benefit.

(f) Opting Out of Medical Insurance

Retirees may elect a monthly payment via paycheck in-lieu of the medical insurance coverage if they present proof of alternate medical insurance, excluding coverage under a “Covered California” plan or another health exchange plan.

The amount of the monthly payment shall be the lesser of the vested medical benefit or the following amounts:

Retiree only coverage	30% of the Agency’s maximum contribution towards medical insurance
Retiree plus one coverage	30% of the Agency’s maximum contribution towards medical insurance
Retiree plus two or more coverage	30% of the Agency’s maximum contribution towards medical insurance

Should NCPA cease contracting for health coverage through CalPERS, both sides agree to meet and confer regarding an appropriate funding level for retiree health insurance going forward.

Section 16. Grievance Procedure

16.1 General: The purpose of this grievance procedure is to provide a just and equitable method for resolving complaints and disputes between the parties to this Agreement.

16.2 Grievance-Defined: Grievance shall mean and refer to a complaint or dispute, not including discipline, regarding the interpretation or application of a specific provision of this Agreement and/or written, Agency rules, regulations and policies referring to the employee's wages, hours or conditions of employment.

Subject to the definition set forth above, a grievance may be filed by an individual employee or by Local 1245 on behalf of unit members or the Local 1245 as a whole.

16.3 Representation: During all stages of the grievance procedure an employee may represent themselves or be represented by a Local 1245 steward. Local 1245 reserves the right to close a grievance at any step of the grievance procedure without agreement of the grievant.

16.4 Step 1 Grievance:

(a) An employee with a grievance shall first discuss the matter with the employee's immediate supervisor within fifteen (15) working days of the date the employee

knew of or should have known of the matter supporting the grievance. The supervisor and the employee shall make every effort to resolve the dispute. A shop steward will be provided if requested by the employee.

- (b) If the dispute is not resolved in the above oral step, the grievance may be reduced to writing and submitted by the employee/steward within five (5) working days of the unsuccessful oral discussion. The Plant Manager will schedule a meeting with the employee/steward within ten (10) working days upon receipt of the written grievance. A written response to the grievance will be provided to the steward within five (5) working days of meeting between the manager and employee/steward.

16.5 Step 2 Grievance:

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

16.6 Time Conditions: If the grievance is not presented by the employee within the time limits set forth above, it shall be considered waived and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof it shall be considered settled on the basis of NCPA's last answer. If NCPA does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or Local 1245 may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

16.7 Grievance Committee:

- (a) If the employee/steward is not satisfied with the decision of the Assistant General Manager, the employee may appeal by requesting the Human Resources Director in writing to submit the grievance to a Grievance Committee. Such request must be made within 10 working days after receiving the decision of the Assistant General Manager.
- (b) The Grievance Committee shall consist of five individuals. Two individuals shall be designated by the Human Resources Director, provided that the immediate supervisor of the employee shall not be one of the individuals so designated. The employee/steward shall select a maximum two other committee members from a list of employees eligible to participate (as defined below) on the Grievance Panel. No participant (i.e., grievant, witness or otherwise involved party) may sit on the Grievance Committee. Local 1245 may annually ask its members if they wish to be on the Grievance Panel. A list of volunteers shall be supplied to NCPA. The fifth member of the committee shall be assigned by the California Office of Mediation and Conciliation. The fifth member shall be referred to as the "Hearing Officer".
- (c) The Grievance Committee shall meet at the time and place designated by the Human Resources Director. The Hearing Officer shall serve as the chairperson for the Committee. The Grievance Committee shall allow the grievant, steward, and or Business Representative and the Agency to speak and to present evidence and

witnesses, and shall issue a written report on the grievance. The written report shall state one of the following: (1) grievance upheld; or (2) grievance denied. A majority vote of the Grievance Committee shall constitute the action on the grievance.

- 16.8 Review by General Manager: If the employee/steward or Business Representative is not satisfied with the decision of the Grievance Committee or if the Grievance Committee is deadlocked, the grievance may be appealed in writing to the General Manager within ten (10) working days of the decision of the Grievance Committee. The appeal shall state the reasons therefore. The Human Resources Director shall submit the documentation and information submitted to the Grievance Committee to the General Manager. The General Manager's decision shall be final and rendered within thirty (30) working days.
- 16.9 The time lines with the exception of the initial time line in 16.4 may be extended by mutual agreement between the Agency and Local 1245.
- 16.10 Shop Steward: Shop stewards shall be employees of the Agency, and Local 1245 may designate a reasonable number of shop stewards which should include at least one from the CT Lodi facility and one from the Geothermal facility for the proper administration of its affairs and for the administration of the provisions of this agreement. The shop stewards will be assigned by Local 1245 upon notification to the Agency. Any release from job duties is at the reasonable discretion of the Agency.

Section 17. Position Bidding

- (a) All physical employee employment openings within the Agency will be posted before considering applicants outside the Agency. NCPA may advertise outside the Agency at the time openings are posted.
- (b) Continue using the structured oral interview process for employee selections based on education, experience, seniority and training. Bid postings will be posted a minimum of fourteen calendar days.
- (1) When a geothermal employee applies for an opening at the Combustion Turbine Facilities and meets the minimum requirements for the Combustion Turbine Specialist job, they will be given first consideration for selection before a qualified external applicant. Exception: If the Combustion Turbine Facility opening requires specific electrical/technical skills, first consideration will be given to Technician Operators from the Geothermal Facility before considering external applicants.
- (2) When an opening is posted at the Geothermal Facility, geothermal employees meeting the requirements of the job will receive first consideration for selection. Thereafter, qualified internal applicants from the Combustion Turbine Facilities will receive second consideration for selection for geothermal openings.
- (c) Selection panels will be comprised of the Human Resources Director or their representative and at least two other supervisory employees selected by NCPA. The panel may be comprised of outside raters or a combination of both inside and outside raters as determined by the Human Resources Director.
- (d) The Human Resources Director will, at their option, prepare a supplemental application for each position listing the qualifications that are required for the position. Each bidder is required to complete the supplemental application to be considered.

17.1 Confirmation of Required Driver's License:

Employees who drive Agency vehicles or personal vehicles in the course of their job duties must have a valid driver's license and insurance.

- (a) The Agency shall have the right, upon request, to demand confirmation that any employee or applicant whose job description includes the requirement that the employee possesses a valid and appropriate driver's license, possess such a license. The employee shall cooperate with the Agency in filing any request for information through the Department of Motor Vehicles.
- (b) Employees must immediately notify their Plant Manager if their license is suspended or revoked and they may not drive an Agency or personal vehicle in the course of their job.

Section 18 Intentionally Left Blank

Section 19 Layoff or Reduction in Force

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

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

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

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

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

If an employee cannot affect a demotion or displacement in their current line of progression, the employee may, if such employee has previously qualified in any other classification in another line of progression in the Agency, elect to displace the person in such classification and line of progression in the employee's division who has the least service. (Divisions are: Geothermal Power Plants and Combustion Turbine.) An employee may exercise an election under the provisions of this section only when it is for the purpose of returning to the line of progression in which the employee worked immediately prior to entering the line of progression from which the election was exercised.

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

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

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

Application #1 will apply to those affected employees.

- (a) Company determines the department, headquarters, classifications and number of employees to be affected.
- (b) Those employees in division, department, and classification to be affected will be offered the severance package (NCPA Policy 411). The senior volunteers electing to accept the offer will receive the severance package, except that the number of employees receiving the severance package will not exceed the number of employees the Agency has determined will be affected under (a) above.
- (c) Such employees who elect the severance package Application 1 are considered to have resigned their employment with the Agency and therefore, have no preferential rehire rights under 19.2.

Application #2

- (a) If there are insufficient volunteers under Application 1, the normal displacement and layoff provisions of the MOU will be affected.
- (b) Employees laid off pursuant to section 19 of the MOU will receive the severance package as defined above, but with rehire rights.

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

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

For a period of two (2) years from the date of layoff or demotion, all vacancies in the effected classification must first be attempted to be filled from the preferred list.

Section 20. Discipline and Evaluation

- 20.1 Regular employees shall receive annual performance appraisals on or about the anniversary date of their employment or other date set by the supervisor.
- 20.2 Employees shall be disciplined in accordance with NCPA Policy No. 415.11, Discipline Policy.

Section 21. Employer and Employee Rights

- 21.1 Employer's Rights: Subject to state law and the provisions of the Agency's Employer-Employee Relations Policy, the rights of the Agency through its commission and management include, but are not limited to: the exclusive right to determine the mission of its constituent departments; set standards and work of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action in accordance with law and the rules and procedures of the Agency; relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of Agency operations; determine the method, means and numbers and kinds of personnel by which Agency operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work.
- 21.2 Employee's Rights: As provided in state law and the Agency's Employer-Employee Relations Policy, employees of the Agency shall have the right to form and participate in the activities of an employee Union of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of the Agency shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Agency.
- 21.3 Safety Committee Representation: Local 1245 shall be entitled to assign one member and an alternate from the Geothermal and Combustion Turbine organizations to the Agency's Safety Committee. Only the one member from each organization will attend Safety Committee meetings and be paid by the Agency unless prior approval of management is agreed upon. In addition, the safety coordinator position at the geothermal location will attend Safety Committee meetings.
- 21.4 Payroll Deductions: Upon receipt of an authorized payroll deduction form, the Agency shall deduct Local 1245 dues/fees from employees pay and promptly pay over to the designated payee all sums so deducted. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of deduction authorized.

Section 22. Notice

- 22.1. Notice: The Agency and Local 1245 recognize and agree to be bound by the notice requirements of Government Code section 3504.5.

Notice of proposed act relating to matters within scope of representation- meeting emergencies.

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

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

22.2. Personnel Rules and Regulations Not Affected: It is understood that the Agency has adopted certain personnel rules and regulations, which are applicable to all employees of the Agency, including those, covered by this MOU. Nothing in this memorandum is intended to supersede or modify any such rule or regulation unless expressly provided by specific reference to the applicable rule or regulation.

22.3 Local 1245 Bulletin Board: The Agency will provide one bulletin board at each of the following locations for posting Local 1245 business:

- Geothermal Plant 1
- Geothermal Plant 2
- Combustion Turbine Project - Lodi

Section 23. Bargaining Unit Work

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

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

Section 24. Term and Effect of Agreement

24.1 Term: This Agreement shall be effective December 19, 2021 through December 28, 2024. Thereafter, the wage increases shall be effective the first pay period in the respective calendar year.

This Agreement shall be automatically renewed and extended from year to year thereafter without addition, change or amendment unless either party serves notice in writing to the other party not less than one hundred and twenty (120) days before the end of the term then in existence of its desire to terminate, change, amend or add to this agreement. In the event of notice being given as provided above, written proposals for changes in the terms of the agreement shall be submitted ninety (90) days prior to the expiration date.

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

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

Nothing in this section shall relieve the Agency of its obligations to Local 1245 as recognized in Section 15.1.

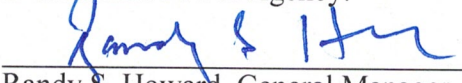
24.3 Conflicts: To the extent there is a conflict, it is understood and agreed that the specific provisions contained in this Agreement shall prevail over Agency rules, regulations, policies and procedures pertaining to the same subject matter. It is further understood and agreed that in the absence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

- 24.4 Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and initial consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither Local 1245 nor the Agency shall be obligated to reopen or renegotiate any of the provisions of this Agreement except as noted in Section 24.2.
- 24.5 Successor Agreement: This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of ownership or management of either party or by change, geographical or otherwise, in the location or place of business of either party hereto.

Section 25. Contract Lease Agreements

Should the Agency acquire or enter into lease agreements with other entities for the purpose of operating geothermal or combustion turbine facilities currently not under the control of the Agency, the Agency shall determine the representational rights of those classifications involved in the operation and maintenance of those facilities and shall assign those classifications to the appropriate bargaining unit. In the event there is any dispute between the Agency and Local 1245 concerning the assignment of classifications, the dispute shall be resolved pursuant to the Agency's unit modification procedure.


Northern California Power Agency:

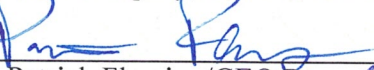
By: 
Randy S. Howard, General Manager


International Brotherhood of Electrical Workers Meet and Confer Committee Members:

By: 
Janval Macor, Business Representative

By: 
Charles Beck, Shop Steward/GEO

By: 
Mark Dempsey, Steward/CT-LEC

By: 
Patrick Fleming/GEO Representative

By: 
Travis McCrea/CT-LEC Representative

The above Memorandum of Understanding is hereby ratified and confirmed
this 28 day of OCTOBER 2021, by the International Brotherhood
of Electrical Workers, AFL-CIO Local Union 1245.


By: 
Bob Dean, Business Manager

Exhibit A

Geothermal/Combustion Turbine Broadband Wages

Exhibit B

Options Added to CalPERS Retirement Plan

EXHIBIT A

**NORTHERN CALIFORNIA POWER AGENCY
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO WAGE SCHEDULE
HOURLY RATE BASIS**

	2022	2023	2024
GENERAL WAGE INCREASE PERCENT (A)	3.00%	3.25%	3.50%

GEOHERMAL BROADBANDING CLASSIFICATION	PROGRESSION	2021	2022	2023	2024
Chemical / Performance Technician		\$60.84	\$62.67	\$64.71	\$66.97
Mechanic Operator	Level I	\$49.16	\$50.63	\$52.28	\$54.11
	Level II	\$57.82	\$59.55	\$61.49	\$63.64
	Level III	\$61.16	\$62.99	\$65.04	\$67.31
	Level IV	\$62.99	\$64.88	\$66.99	\$69.33
	Level V	\$64.26	\$66.19	\$68.34	\$70.73
	Lead Person **	\$67.47	\$69.49	\$71.75	\$74.26
Operator Technician***	Level I	\$50.32	\$51.83	\$53.51	\$55.39
	Level II	\$59.19	\$60.97	\$62.95	\$65.15
	Level III	\$63.35	\$65.25	\$67.37	\$69.73
	Level IV	\$66.19	\$68.18	\$70.40	\$72.86
	Level V	\$67.51	\$69.54	\$71.80	\$74.31
	Lead Person **	\$70.89	\$73.02	\$75.39	\$78.03
Technician Operator	Level I	\$49.16	\$50.63	\$52.28	\$54.11
	Level II	\$60.53	\$62.35	\$64.38	\$66.63
	Level III	\$62.99	\$64.88	\$66.99	\$69.33
	Level IV	\$66.64	\$68.64	\$70.87	\$73.35
	Level V	\$68.02	\$70.06	\$72.34	\$74.87
	Level VI*	\$72.96	\$75.15	\$77.59	\$80.31
	Lead Person (Level V) **	\$71.42	\$73.56	\$75.95	\$78.61
	Lead Person (Level VI) **	\$76.61	\$78.91	\$81.47	\$84.33
Store Keeper	Level I	\$33.33	\$34.33	\$35.45	\$36.69
	Level II	\$34.98	\$36.03	\$37.20	\$38.50
	Level III	\$36.74	\$37.84	\$39.07	\$40.44
	Level IV	\$38.57	\$39.73	\$41.02	\$42.46
	Level V	\$39.98	\$41.18	\$42.52	\$44.01

- Note 1: GWI Effective 12/19/21 for 2022 and with the first payroll period ending on or after January 1 for 2023, and 2024.
- Note 2: * Level VI requires I&C or Electrical Technician qualification
- Note 3: ** Lead Person receives 5% above the highest level employee supervised.
- Note 4: *** Operator Tech wage rates shown include Section 3.2 (a) shift premium effective 12/23/2018

Geysers Broadband Program

1. Three classifications tracks for Geysers Project
 - a) Operations Track
 - i) Lead Operator Tech (1 per shift)
 - ii) Operator Tech
 - b) Mechanical Track

EXHIBIT A

- i) Lead Mechanic Operator
- ii) Mechanic Operator
- c) Technician Track
 - i) Lead Technician Operator
 - ii) Technician Operator

2. Job Classifications

- a) Lead *
 - i) Lead will be filled by interview with those qualified and recommended for advancement by their supervisor/manager; in the event that there are no qualified Level V candidates rated as "Recommended for Advancement", the Agency has the right to fill the position based on a candidate with the best qualifications.
 - ii) On a temporary basis, at its sole discretion, NCPA has the right to temporarily upgrade an employee to the Lead during outages or for a specific project. The employee will receive Lead pay for the duration of the temporary upgrade.
- b) Progression through Levels
 - i) Progression from one step to the next will be performance based, not limited to time in grade. It will be tied to a rating of "Meets" or higher on the performance appraisal and possessing the required job skills.
- c) A new employee can be brought into the range at any pay level including Lead depending on his/her experience level and qualifications. This program is designed based on journey level competencies. In the event that a non-journey level person is hired with competencies that are below the entry step, a lower starting salary and development plan may be developed based on the individual's competencies and experience.
- d) If an employee on his/her annual review receives an overall rating of "Less Than Satisfactory" he/she will not advance to the next pay level until the overall performance rating is increased to at least "Satisfactory/Meets Requirements" on a subsequent annual appraisal.
- e) Relief Operators will receive a 2.0% relief premium in addition to their base wage rate and any shift premium

3. Grandfathering

- a) Existing employees as of 01/01/09 will not be required to progress to higher steps.
- b) If the Agency needs additional skills covered in one of the 3 broadbanded tracks, grandfathered employees may be provided the training necessary to gain the skills and required to perform the new tasks. Additional pay or step advancement will only occur if the employee completes all of the requirements for the next step increase.
- c) New hires or employees who transfer out of the line of progression will be required to complete the progression for the new classification within the specified time frame.

4. Training Plans and job descriptions will be subject to changes as required by changing job demands.

will meet and consult with Local 1245 on any changes to job descriptions and/or training matrix

- 5. Reasonable time while on shift will be provided to complete required training.
- 6. If a position requires certification for certain job duties (boom truck, scaffolding, etc.) the Agency will determine how many positions will be filled and will be on a voluntary (seniority) basis. If no one volunteers, the Agency can assign the low seniority person in classification for the added responsibility.

EXHIBIT A

NORTHERN CALIFORNIA POWER AGENCY INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO WAGE SCHEDULE HOURLY RATE BASIS						
GENERAL WAGE INCREASE PERCENT (A)				2022	2023	2024
				3.00%	3.25%	3.50%
CT BROADBANDING CLASSIFICATION	PROGRESSION	2021	2022	2023	2024	
CT Specialist	Level I	\$49.16	\$50.63	\$52.28	\$54.11	
	Level II	\$57.82	\$59.55	\$61.49	\$63.64	
	Level III	\$63.62	\$65.53	\$67.66	\$70.03	
	Level IV	\$66.64	\$68.64	\$70.87	\$73.35	
	Level V	\$68.31	\$70.36	\$72.65	\$75.19	
	Level VI*	\$73.26	\$75.46	\$77.91	\$80.64	
	Lead Person (Level V)**	\$71.73	\$73.88	\$76.28	\$78.95	
	Lead Person (Level VI)**	\$76.92	\$79.23	\$81.80	\$84.67	
CT Specialist (Operators only)*** including Shift Premium	Level I	\$50.32	\$51.83	\$53.51	\$55.39	
	Level II	\$59.19	\$60.97	\$62.95	\$65.15	
	Level III	\$65.14	\$67.09	\$69.27	\$71.69	
	Level IV	\$68.23	\$70.28	\$72.56	\$75.10	
	Level V	\$69.94	\$72.04	\$74.38	\$76.98	
	Lead Person **	\$73.44	\$75.64	\$78.10	\$80.83	

- Note 1: * Level VI requires I&C or Electrical Technician qualification
 Note 2: ** Lead receives 5% above the highest level employee supervised.
 Note 3: *** CT Specialist (Operator) wage rates include the addition of Section 3.2 (a) shift premium effective 12/23/2018
 Note 4: GWI Effective 12/19/21 for 2022 and with the first payroll period ending on or after January 1 for 2023, and 2024.

CT Broadband Program

1. Headquarters: CT Lodi Facility
2. Staffing Plan
 - a) The one Lead and 3 CT Specialist day shift positions will be changed to four Level IV permanent CT Specialist day shift positions. Filling these positions will be by management selection.
 - b) CT Specialist Maintenance personnel may be placed on shift for periods of up to 28 days as per the provisions of the existing MOU at the discretion of management.
3. Job Classifications - Two classifications for combined CT1 / CT2 / LEC:
 - a) Lead CT Specialist *
 - i) Lead CT Specialist will be filled by interview with those qualified and recommended for advancement by their supervisor/manager; in the event that there are no qualified Level V CT Specialists rated as "Recommended for Advancement", the Agency has the right to fill the position based on a candidate with the best qualifications.
 - ii) On a temporary basis, at its sole discretion, NCPA has the right to temporarily upgrade an employee to the Lead during outages or for a specific project. The employee will receive Lead CT Specialist pay for the duration of the temporary upgrade.
 - b) CT Specialist
 - i) Progression from one step to the next will be performance based, not limited to time in grade. It will also be tied to a rating of "Meets" or higher on the performance appraisal.
 - c) A new employee can be brought into the CT Specialist Program at any pay level including Lead CT Specialist depending on his/her experience level and qualifications. This program is designed based on journey level competencies. In the event that a non-journey level person is hired with competencies that are below the entry step, a lower starting salary and development plan may be developed based on the individual's competencies and experience.
 - d) If an employee on his/her annual review receives an overall rating of "Less Than Satisfactory" he/she will not advance to the next pay level until the overall performance rating is increased to at least "Satisfactory/Meets Requirements" on a subsequent annual appraisal.
 - e) Relief Operators will receive a 2.0% relief premium in addition to their base wage rate
4. If a position requires certification for certain job duties (boom truck, scaffolding, etc.) the Agency will determine how many positions will be filled and will be on a voluntary (seniority) basis. If no one volunteers, the Agency can assign the lowest seniority person in the job classification the added responsibility.
5. Training Plans and job descriptions will be subject to changes as required by changing job demands. NCPA will meet and consult with Local 1245 on any changes to job descriptions and/or training matrix requirements.

Exhibit B: Options Added by NCPA to PERS Retirement Contract

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

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

B. Section 20965 (Credit for Unused Sick Leave)

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

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

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

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

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

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

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

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

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