

Board of Directors Meeting Agenda

Date: March 19, 2026

Time: 6:00 p.m.

Location: SMUD Headquarters Building, Auditorium
6201 S Street, Sacramento, California

AGENDA

SACRAMENTO MUNICIPAL UTILITY DISTRICT BOARD OF DIRECTORS MEETING SMUD HEADQUARTERS BUILDING AUDITORIUM – 6201 S STREET SACRAMENTO, CALIFORNIA

March 19, 2026 – 6:00 p.m.

Virtual Viewing or Attendance:

Live video streams (view-only) and indexed archives of meetings are available at:

<https://www.smud.org/Corporate/About-us/Company-Information/Board-Meetings/Watch-or-Listen-online>

Zoom Webinar Link: [Join SMUD Board of Directors Meeting Here](#)

Webinar/Meeting ID: 160 898 6374

Passcode: 790168

Phone Dial-in Number: 1-669-254-5252 or 1-833-568-8864 (Toll Free)

Verbal Public Comment:

Members of the public may provide verbal public comment by:

- Completing a sign-up form at the table outside of the meeting room and giving it to SMUD Security.
- Using the “Raise Hand” feature in Zoom (or pressing *9 while dialed into the telephone/toll-free number) during the meeting at the time public comment is called. Microphones will be enabled for virtual or telephonic attendees when the commenter’s name is announced.

Written Public Comment:

Members of the public may provide written public comment on a specific agenda item or on items not on the agenda (general public comment) by submitting comments via email to PublicComment@smud.org or by mailing or bringing physical copies to the meeting. Email is not monitored during the meeting. Comments will not be read into the record but will be provided to the Board and placed into the record of the meeting if received within two hours after the meeting ends.

Call to Order.

a. Roll Call.

1. Approval of the Agenda.

2. Committee Chair Reports.

a. Committee Chair report of March 11, 2026, Policy Committee

b. Committee Chair report of March 17, 2026, Finance & Audit Committee

c. Committee Chair report of March 17, 2026, Energy Resources & Customer Services Committee

Item 5 was reviewed by the March 17, 2026, Finance and Audit Committee. Item 6 was reviewed by the March 17, 2026, Energy Resources & Customer Services Committee.

Comments from the public are welcome when these agenda items are called.

Consent Calendar:

3. Approve Board member compensation for service rendered at the request of the Board (pursuant to Resolution No. 25-04-02) for the period of February 16, 2026, through March 15, 2026.
4. Approval of the minutes of the meeting of February 19, 2026.
5. Approve the negotiation and execution of Contract Change No. 5 to Contract No. 4500120070 with **TRC Engineers, Inc.**, for professional services to administer SMUD's Complete Energy Solutions Program, to extend the contract expiration date by one year from February 28, 2027, to February 28, 2028, and to increase the contract not-to-exceed amount by \$8 million, from \$21.67 million to \$29.67 million. **Finance and Audit Committee 3/17. (Lora Anguay)**
6. Approve the **Memorandum of Understanding (MOU)** between the **Sacramento Municipal Utility District** and the **International Brotherhood of Electrical Workers Local Union 1245 (IBEW)** for the period January 1, 2026, through December 31, 2028. **Energy Resources & Customer Services Committee 3/17. (Jose Bodipo-Memba)**

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Public Comment:

7. Items not on the agenda.

Board and CEO Reports:

8. Directors' Reports.
9. President's Report.
10. CEO's Report.
 - a. Board Video

Summary of Board Direction

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Board Committee Meetings and Special Meetings of the Board of Directors are held at the SMUD Headquarters Building, 6201 S Street, Sacramento

March 17, 2026	Finance and Audit Committee and Special SMUD Board of Directors Meeting	Auditorium*	6:00 p.m.
March 17, 2026	Energy Resources & Customer Services Committee and Special SMUD Board of Directors Meeting	Auditorium	Immediately following the Finance and Audit Committee and Special SMUD Board of Directors Meeting scheduled to begin at 6:00 p.m.
April 7, 2026	Strategic Development Committee and Special SMUD Board of Directors Meeting	Auditorium	6:00 p.m.
April 8, 2026	Policy Committee and Special SMUD Board of Directors Meeting	Auditorium	6:00 p.m.
April 14, 2026	Finance and Audit Committee and Special SMUD Board of Directors Meeting	Auditorium	6:00 p.m.
April 15, 2026	Energy Resources & Customer Services Committee and Special SMUD Board of Directors Meeting	Auditorium	6:00 p.m.

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Regular Meetings of the Board of Directors are held at the SMUD Headquarters Building, 6201 S Street, Sacramento

April 16, 2026	Auditorium*	6:00 p.m.
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**The Auditorium is located in the lobby of the SMUD Headquarters Building, 6201 S Street, Sacramento, California.*

Members of the public shall have up to three (3) minutes to provide public comment on items on the agenda or items not on the agenda, but within the jurisdiction of SMUD. The total time allotted to any individual speaker shall not exceed nine (9) minutes.

Members of the public wishing to inspect public documents related to agenda items may click on the Information Packet link for this meeting on the smud.org website or may call 1-916-732-6155 to arrange for inspection of the documents at the SMUD Headquarters Building, 6201 S Street, Sacramento, California.

ADA Accessibility Procedures: Upon request, SMUD will generally provide appropriate aids and services leading to effective communication for qualified persons with disabilities so that they can participate equally in this meeting. If you need a reasonable auxiliary aid or service for effective communication to participate, please email Nicole.Looney@smud.org, or contact by phone at 1-916-732-6055, no later than 48 hours before this meeting.

RESOLUTION NO. _____

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

That this Board hereby approves Board member compensation for service rendered at the request of the Board (pursuant to Resolution No. 25-04-02) for the period of February 16, 2026, through March 15, 2026.

The Board of Directors of the Sacramento Municipal Utility District met in regular session simultaneously in the Auditorium of the SMUD Headquarters Building at 6201 S Street, Sacramento, and via virtual meeting (online) at 6:00 p.m.

Roll Call:

Presiding: President Tamayo

Present: Directors Rose, Fishman, Herber, Kerth, and Sanborn

Absent: Director Bui-Thompson

Present also were Paul Lau, Chief Executive Officer and General Manager; Laura Lewis, Chief Legal & Government Affairs Officer and General Counsel and Secretary, other members of SMUD's executive management; and SMUD employees and visitors.

Director Sanborn shared the 2030 Climate Action Tip.

President Tamayo called for approval of the agenda. Vice President Kerth moved for approval of the agenda, Director Herber seconded, and the agenda was approved by a vote of 6-0, with Director Bui-Thompson absent.

Director Sanborn, Chair, presented the report for the Strategic Development Committee meeting held on February 10, 2026.

Director Rose, Chair, presented the report for the Finance & Audit Committee meeting held on February 17, 2026.

Director Herber, Chair, presented the report for the Policy Committee meeting held on February 17, 2026.

Director Fishman, Vice Chair, presented the report for the Energy Resources & Customer Services Committee meeting held on February 18, 2026.

President Tamayo then called for public comment for items on the agenda.

Written public comment, a copy of which is attached, was received from the following member of the public:

- Sondra Betancourt

President Tamayo then addressed the Consent Calendar consisting of Items 3 through 8. Director Sanborn moved for approval of the Consent Calendar, Director Fishman seconded and thanked staff, both management and Organization of SMUD Employees (OSE), for their work in coming to agreement for Item 5. President Tamayo also thanked staff for their work through the negotiation process. Resolution Nos. 26-02-01 through 26-02-05 were approved by a vote of 6-0, with Director Bui-Thompson absent.

RESOLUTION NO. 26-02-01

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

That this Board hereby approves Board member compensation for service rendered at the request of the Board (pursuant to Resolution No. 25-04-02) for the period of January 16, 2026, through February 15, 2026.

Approved: February 19, 2026

INTRODUCED: DIRECTOR SANBORN				
SECONDED: DIRECTOR FISHMAN				
DIRECTOR	AYE	NO	ABSTAIN	ABSENT
TAMAYO	X			
ROSE	X			
BUI-THOMPSON				X
FISHMAN	X			
HERBER	X			
KERTH	X			
SANBORN	X			

RESOLUTION NO. 26-02-02

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

That this Board hereby approves a **Memorandum of Understanding** between the **Sacramento Municipal Utility District** and the **Organization of SMUD Employees (OSE)** for the period January 1, 2026, through December 31, 2029, substantially in the form set forth in **Attachment A** hereto and made a part hereof.

Approved: February 19, 2026

INTRODUCED: DIRECTOR SANBORN				
SECONDED: DIRECTOR FISHMAN				
DIRECTOR	AYE	NO	ABSTAIN	ABSENT
TAMAYO	X			
ROSE	X			
BUI-THOMPSON				X
FISHMAN	X			
HERBER	X			
KERTH	X			
SANBORN	X			

Memorandum of Understanding

Between

Sacramento Municipal Utility District

And

Organization of SMUD Employees

2026 – 2029

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1	5
DEFINITIONS	5
ARTICLE 2	7
ORGANIZATION SECURITY	7
ARTICLE 3	12
HOURS OF WORK	12
ARTICLE 4	17
WAGES	17
ARTICLE 5	21
OVERTIME	21
ARTICLE 6	25
WAGE PREMIUMS	25
ARTICLE 7	28
ON-CALL PAY	28
ARTICLE 8	29
HOLIDAYS	29
ARTICLE 9	32
BENEFITS	32
ARTICLE 10	44
TRAVEL AND OTHER REIMBURSEMENTS	44
ARTICLE 11	47
SICK LEAVE	47
ARTICLE 12	49
ANNUAL LEAVE PROGRAM	49
ARTICLE 13	52
TIME OFF	52
ARTICLE 14	55
TRANSFERS / PROMOTIONS	55
ARTICLE 15	59
PERFORMANCE EVALUATIONS	59
ARTICLE 16	60
POSITIVE DISCIPLINE	60
ARTICLE 17	61
LAYOFF PROCEDURE	61
ARTICLE 18	62
AUTOMATIC RESIGNATION	62

ARTICLE 19	63
GRIEVANCE PROCEDURE.....	63
ARTICLE 20	68
MISCELLANEOUS	68
ARTICLE 21	73
FULL UNDERSTANDING / NON-NULLIFICATION	73
APPENDIX A	74
REQUEST FOR WORK WEEK PATTERN.....	74
APPENDIX B	75
LIST OF UNIT 2 REPRESENTED JOB CLASSIFICATIONS	75
APPENDIX C	76
LIST OF AGENCIES/COMPANIES TO BE SURVEYED	76
APPENDIX D	77
SUPPLEMENTAL SIDE LETTERS OF AGREEMENT	77
APPENDIX E	78
BENEFITS FOR UNIT 2 LIMITED-TERM, FULL-TIME EMPLOYEES	78
SIGNATURE PAGE	80

PREAMBLE

Pursuant to the requirements of Government Code Section 3500, et seq., representatives of the Sacramento Municipal Utility District, hereinafter referred to as “SMUD”, and the Organization of SMUD Employees, hereinafter referred to as “the OSE”, have met and conferred in good faith with the purpose of promoting harmonious labor relations and establishing and maintaining appropriate wages, hours, and other terms and conditions of employment.

SMUD recognizes the OSE as the exclusive representative of all employees of SMUD who are assigned to representation Unit 2, as defined in Board Resolution Number 6441. (A list of Unit 2 Classifications appears in Appendix B.) The provisions of this Agreement hereinafter set forth shall apply to those employees of SMUD for whom the OSE is the established representative.

ARTICLE 1

DEFINITIONS

1. AGREEMENT

The terms Agreement and MOU are used interchangeably.

2. TYPES OF EMPLOYEES

A. Civil Service Employee

- 1) A full-time employee hired pursuant to SMUD Civil Service Rules.
- 2) A part-time employee hired prior to July 1, 1991.

B. Non-Civil Service

- 1) A part-time employee regularly scheduled to work twenty (20) or more hours and less than forty (40) hours per week (including overtime).
- 2) A casual employee as defined by SMUD Civil Service Rules.
- 3) A person hired under the Student Employment Program.
- 4) A rehired CalPERS annuitant.
- 5) A Limited Term Employee.

C. Full-Time Employee

A Civil Service or Non-Civil Service employee regularly scheduled to work eighty (80) hours in a pay period.

D. Part-Time Employee

A Civil Service or Non-Civil Service employee regularly scheduled to work less than eighty (80) hours in a pay period (including overtime).

E. Limited Term

- 1) The term “limited term employee” shall have the same meaning as set forth in Public Utilities Code §12055 regardless of how such employees are hired, appointed, or assigned to classifications, positions, or assignments and without regard to title or terminology.
- 2) As defined in the Civil Service Rules, a Limited Term employee is a person hired or appointed by SMUD to perform the job duties of a job classification for a defined time period of not more than two (2) years’ duration. Limited Term appointments may be extended for up to two (2) additional years.
- 4) Limited term employees are immediately covered by this Agreement.
- 5) Limited term employees are “at will” and serve at the pleasure of SMUD. They are not covered by SMUD’s Positive Discipline policies, they are not entitled to file grievances over disciplinary actions, and they may be terminated with or without reason or with or without just cause at any time and without notice.

F. Non-Represented

1) Contract Employee

A Contract Employee is a person working at SMUD who does not get paid through SMUD's employee timekeeping system. These workers are placed and paid by a temporary employment agency or contractor. A Contract Employee is "at will" and is bound by the service contract between SMUD and the Contract Employer. A Contract Employee has no entitlements under this Agreement.

2) Service Fee for Leased Employees

A Leased Employee is defined as a worker who is placed and paid by a third-party employment agency or contractor to do work for SMUD and SMUD controls who, when, and how the work is to be done. SMUD agrees to commence paying a service fee equal to a monthly OSE employee's membership dues while a Leased Employee is in an OSE position when the Leased Employee has worked continuously at SMUD more than three (3) months. The fee will be based on the fifth step of the Leased Employee's pay scale. SMUD will provide OSE with a list of Leased Employees who are in OSE positions on a monthly basis.

3. TERM

The term of this Agreement: January 1, 2026, through December 31, 2029.

ARTICLE 2

ORGANIZATION SECURITY

1. DUES DEDUCTIONS

- A. Employees who voluntarily join the OSE may authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the OSE (hereinafter collectively “dues deductions”).
The OSE shall be responsible for maintaining records of bargaining unit employees who provide written consent to become OSE members and authorize dues deductions.
The OSE shall certify to SMUD the identity of such members and the amount of the dues deductions to be withheld from their paychecks. The OSE is not required to provide a copy of an individual authorization to SMUD unless a dispute arises about the existence or terms of the authorization.
- B. SMUD shall deduct from the paychecks of each employee who voluntarily authorizes dues deductions as certified by the OSE, or pursuant to an authorization form tendered to SMUD by the OSE or employee, the total amount of dues certified by the OSE per month. SMUD shall promptly remit to the OSE the total amount deducted, together with a list identifying each bargaining unit employee from whom a deduction was made from their paychecks.
- C. SMUD will implement any start or change to the amount of a bargaining unit employee’s payroll deductions during the first full pay period following notification of such change by the OSE.
- D. If an employee desires to revoke, cancel or change their dues deduction authorization, SMUD shall direct the employee to the OSE. SMUD will rely on all reasonable representations from the OSE as to employee authorizations.
- E. Hold Harmless. The OSE shall indemnify, defend, and hold SMUD, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability (including wages, fines, reasonable attorneys’ fees and costs associated therewith) that arise out of or by reason of action taken or not taken by SMUD for purposes of complying with any of the dues deduction provisions of this MOU.
- F. SMUD shall provide Employee Rosters for Unit 2 employees monthly at the pay cycle when union dues are deducted. The Employee Rosters shall be provided as an Excel spreadsheet that includes the following information: first and last name, personal mailing address, personal telephone number, personal email address, subgroup (full-time, part-time, limited-term, casual), organizational unit, position title, current salary, position start and end date(s), hire and rehire date(s), and SMUD mail stop.
- G. SMUD shall notify the OSE of an employee’s return to paid status within ten (10) working days following an unpaid leave of absence in excess of thirty (30) days so the OSE may resume collection of OSE dues.

2. OSE RELEASE TIME

- A. Officers and Directors. Once each calendar year during the month of January, the OSE shall provide SMUD with a list of the OSE Officers and Directors. In meeting both the organizational business needs and the employee representation obligations of the OSE, the OSE may allocate release time and OSE duties among these key individuals.
- 1) SMUD shall make arrangements to accommodate requests from OSE Officers and Directors for a reasonable amount of time off from their regular assignments to attend scheduled meetings with SMUD management, participate in SMUD projects, and represent bargaining unit employees. Such time off is subject to prior notice and approval of the immediate supervisor of the individual making the request.
 - 2) An OSE representative's time spent conducting OSE business should be charged to the appropriate Work Order Number.
- B. OSE Leave Bank. SMUD and the OSE agree to establish an OSE Leave benefit and create an OSE Leave Bank to support it.
- 1) OSE Leave is paid leave that may be utilized by OSE members to conduct OSE business and/or to attend seminars, conferences, conventions, or other meetings at the local, state and national level. An OSE member who is designated by the OSE President or, in the President's absence, the Vice President, may take OSE Leave subject to the advance approval of the employee's immediate supervisor.
 - 2) To establish and maintain the OSE Leave Bank, a Unit 2 employee may contribute some or all of the employee's accumulated annual leave or compensatory time off to the OSE subject to the following conditions:
 - a) A Unit 2 employee may contribute to the OSE Leave Bank in one (1) hour increments consisting of one (1) or more hours;
 - b) When donated, leave shall be credited to the OSE Leave Bank at the current hourly rate of the donating employee;
 - c) When used, the OSE Leave Bank shall be debited at the current hourly rate of the employee using the leave;
 - d) The OSE Leave Bank account shall be designated by SMUD and OSE leave taken shall be charged to the appropriate Work Order Number.

3. USE OF SMUD FACILITIES

- A. Bulletin Boards – The OSE shall be provided a reasonable amount of bulletin board space in specifically designated areas for posting organization bulletins. The OSE shall be responsible for removing out-of-date materials, but SMUD reserves the right to remove out-of-date or prohibited material.
- 1) The OSE shall provide up to twenty-five (25) bulletin boards to be installed by SMUD at mutually agreeable locations.
- B. Inter-Office Mail – The OSE shall be allowed to use SMUD's inter-office mail to communicate with OSE represented employees. OSE mail shall be pre-sorted by mail stop.

C. Internal Email – The OSE shall be allowed to use SMUD’s internal email system to communicate with OSE represented employees.

- 1) The OSE President and Vice President are the only OSE members authorized to use SMUD's internal email systems (e.g., Outlook) to send no-reply notices to the OSE membership.
- 2) Email notices shall not contain any confidential information and shall be in the nature of announcements regarding OSE activities (i.e. OSE membership meetings, OSE election results, OSE meeting minutes and reports, OSE social events, and OSE member participation at community events).
- 3) No-reply email notices of any other nature must have approval of the SMUD Employee Relations Manager prior to distribution.
- 4) Copies of the no-reply notices shall be sent to the SMUD Employee Relations Manager at the time of distribution to the OSE membership.
- 5) A maximum of 52 no-reply notices may be sent to the OSE membership per calendar year, with the understanding that this allowance for OSE no-reply email notices is an exception to “acceptable use” under SMUD’s Electronic Information Policy (AP 05.02.04). This agreement does not preclude compliance with all other provisions of this SMUD policy.

D. Use of Meeting Rooms/Access to Work Locations

- 1) SMUD shall make conference rooms available to the OSE, subject only to SMUD’s established procedures for the reservation and use of such facilities by SMUD’s internal organizational units.
- 2) OSE representatives shall be granted reasonable access to work locations to engage in those activities necessary to the representation of employees assigned to Unit 2.

4. UNION BUSINESS LEAVE

SMUD and the OSE agree to establish an OSE Leave Benefit in addition to the OSE Leave Bank.

- A. OSE Leave is leave that may be utilized by OSE members to conduct OSE business and/or to attend training, seminars, conferences, conventions, or other meetings at the local, state and national level.
- B. Requests for OSE Leave shall be made at least two (2) weeks in advance and shall be directed to the Manager, Employee Relations, unless otherwise agreed to between SMUD and the OSE. Such requests shall be made by the OSE President, or in the President’s absence, the Vice President.
- C. In an emergency, the Manager, Employee Relations shall have the authority to cancel scheduled OSE Leave.

- D. The OSE shall be reimbursed for any documented expenses and/or loss of money resulting from SMUD's action, provided the OSE informs SMUD of the pending loss at the time the OSE is requested to cancel the leave.
- E. Employees utilizing OSE Leave shall remain on SMUD's payroll and shall continue to receive CalPERS contributions and service credit. Employees on OSE Leave shall suffer no loss of compensation, benefits, or loss of seniority.
- F. The OSE shall reimburse SMUD for the employee's salary and fringe benefits at the then current activity rate for their position while the employee is on OSE Leave. The OSE shall provide such reimbursement within thirty (30) calendar days following receipt of invoice.
- G. The OSE agrees to indemnify and hold SMUD harmless against any and all liability for loss, damage, cost or expense which SMUD may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of property, including the loss of use thereof, arising out of or in any way connected with the program described herein, whether or not due in whole or in part to any act, omission or negligence of SMUD, active or passive, excepting only such injury, loss or liability as may result from the criminal or willful misconduct of SMUD, its agents or employees, other than employees participating in this program.
 - 1) Workers' Compensation. Where payments are made to SMUD employees under a workers' compensation or disability benefits law for bodily injury or death arising out of or in any way connected with the program described herein, the OSE shall make full and complete reimbursement to SMUD to the extent such payment increases SMUD's workers' compensation or disability benefit costs, whether such increase in cost occurs in the form of an increase in premiums or contributions, reduction in dividends or premium refunds, or otherwise.
 - 2) Notice and Defense of Claims. In the event any claim or demand is made or suit or action is filed against SMUD alleging liability for which the OSE shall indemnify and hold harmless SMUD under this Section, SMUD shall promptly notify the OSE thereof, and the OSE shall bear all costs and expenses, including legal fees, to settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent.
 - 3) Insurance Representation. The OSE agrees to carry the amount of self-insurance or comprehensive liability insurance, including contractual liability coverage, covering the indemnification and defense obligations set forth herein, subject to such types and amounts of self-insurance, retentions, or deductibles as are consistent with good business practices in the industry.

5. OSE ACCESS TO NEW EMPLOYEE ORIENTATIONS

SMUD shall notify the OSE of the time and location of all new employee orientation (NEO) meetings at least ten (10) working days prior to the meeting, unless an urgent and unforeseeable need for an orientation meeting precludes SMUD from providing such notice.

If ten (10) working days advance notice cannot be provided, SMUD shall provide as much advance notice as possible. The OSE shall be afforded thirty (30) minutes during the NEO to present information about the OSE to new OSE employees.

ARTICLE 3

HOURS OF WORK

1. BASIC WORK WEEK

The normal work week consists of seven (7) consecutive twenty-four (24) hour periods beginning at 12:00 a.m. on Saturday and ending the following Friday at 11:59 p.m. Full-time employees are regularly scheduled to work forty (40) hours per work week. Part-time employees are regularly scheduled to work less than forty (40) hours per work week (including overtime). Employees may be required to work overtime to meet the needs of SMUD.

2. WORK SCHEDULES

- A. Normal Work Schedule – The normal work schedule shall be five (5) consecutive eight (8) hour work days, Monday through Friday, with an unpaid meal period approximately midway through the work day.
- B. Alternate Work Schedules – Alternate work schedules may be made available to employees subject to the operational needs of SMUD. Alternate work schedules are as follows:
- 1) 9/80 Work Schedule
 - a) The biweekly work schedule shall consist of eight (8) work days of nine (9) hours per day and one (1) work day of eight (8) hours paid at the straight-time rate, with an unpaid meal period approximately midway through the work day. Each biweekly work period shall include five (5) days off.
 - b) Normal days off each biweekly work period are Saturdays, Sundays and one (1) alternate day off. SMUD shall determine which days of the week are acceptable for use as an alternate day off based on operational requirements.
 - (1) Initially, employees within a designated work group shall be allowed to request their preferred alternate day off schedule based upon their SMUD seniority and subject to SMUD approval.
 - (2) When a vacant position is being filled within a designated work group, the open alternate day off shall be offered to eligible employees based on their SMUD seniority pursuant to Section 2.B.1)b)(1) of this Article.
 - c) Work schedules and alternate days off may be changed subject to the following:
 - (1) SMUD may change work schedules and/or alternate days off as deemed necessary, provided that thirty (30) calendar days written notice is given to the affected employee(s).
 - (2) Employees may request to change their alternate day off or may request to change to a 4/10 work schedule subject to SMUD approval.
 - (3) Employees may revert to a 5 day/8 hour per day work schedule at any time during the year, provided they give thirty (30) calendar days written notice (unless this is waived by SMUD) and receive approval from SMUD.

(4) Work schedule and/or alternate day off changes made in accordance with this Section shall be for no less than a pay period and shall be subject to the provisions of Section 4.C.2 of this Article.

2) 4/10 Work Schedule

- a) The biweekly work schedule shall consist of eight (8) work days of ten (10) hours per day, paid at the straight-time rate with an unpaid meal period approximately midway through the work day. Each biweekly work period shall include six (6) days off.
- b) Normal days off each biweekly work period are Saturdays, Sundays and one (1) alternate day off in each of the two (2) weeks. SMUD shall determine which days of the week are acceptable for use as alternate days off based on operational requirements.
 - (1) Initially, employees within a designated work group shall be allowed to request their preferred alternate day off schedule based upon their SMUD seniority.
 - (2) When a vacant position is being filled within a designated work group, the open alternate day off shall be offered to eligible employees based on their SMUD seniority subject to Section 2.B.2)b)(1) of this Article.
- c) Work schedules and alternate days off may be changed subject to the following:
 - (1) SMUD may change work schedules and/or alternate days off as deemed necessary, provided that thirty (30) calendar days written notice is given to the affected employee(s).
 - (2) Employees may request to change their alternate day off or may request to change to a 9/80 work schedule subject to SMUD approval.
 - (3) Employees may revert to a 5 day/8 hour per day work schedule at any time during the year, provided they give thirty (30) calendar days written notice (unless this is waived by SMUD) and receive approval from SMUD.
 - (4) Work schedule and/or alternate day off changes made in accordance with this section shall be for no less than a pay period and shall be subject to the provisions of Section 4.C.2) of this Article.

3) Participation in Alternate Work Schedules

- a) An employee's eligibility for participation in an alternate work schedule shall be determined by SMUD based on operational requirements.
- b) An employee's participation in an alternate work schedule is voluntary.

4) Continuation of Alternate Work Schedules

It is the intent of SMUD and the OSE to work together to resolve any unforeseen problems that may arise regarding the administration of alternate work schedules. The 9/80 and/or 4/10 alternate work schedule program shall be continued only with mutual agreement between SMUD and the OSE. Either party may request in writing to discontinue an alternate work schedule. Absent an agreement to do otherwise, the

alternate work schedule shall be terminated thirty (30) calendar days following receipt of the written request.

C. Special Work Schedules – Special work schedules are different from normal or alternate work schedules. They include the following:

- 1) A schedule that requires employees to work Tuesday through Saturday.
- 2) A schedule that requires employees to work one-half day on Saturday with an equivalent number of hours off during the same work week.
- 3) Other special work schedules may be established by mutual agreement between SMUD and the OSE when the work schedules identified in Sections 2.A and 2.B of this Article are insufficient to meet established business needs.

D. Service Dispatchers

- 1) Employees assigned to this classification within DSO receive a wage premium, equal to 10% of the hourly rate assigned to the top step of the Computer Operator Specialist II pay range, applied to all hours worked.
- 2) Employees working the relief week can be assigned for the relief of any shift with or without advance notice.
- 3) These sections do not apply to employees covered in this section: Article 3, Section 4.C.4, Article 6, Section B, and Article 7, Section 1.

3. MEAL PERIODS

Employees shall receive either a one-half (½) hour or one (1) hour meal period approximately midway through their regular workday. Except as provided in Section 4.B.3) of this Article, meal periods shall be unpaid.

Employees who are scheduled to work six (6) hours or less are not required to take a meal break.

4. SHIFTS AND START TIMES

A. Shifts are as follows:

- 1) First Shift – Regularly scheduled to begin between the hours of 4:00 a.m. and 11:59 a.m.
- 2) Second Shift – Regularly scheduled to begin between the hours of 12:00 noon and 7:59 p.m.
- 3) Third Shift – Regularly scheduled to begin between the hours of 8:00 p.m. and 3:59 a.m.

B. SMUD may establish different shifts when necessary to meet the operational needs of SMUD as follows:

- 1) Rotating Shift - Requires assigned employees to rotate between two (2) or more shifts.

- 2) Emergency Relief Shift - Requires assigned employees to be available for emergency relief duty in rotating shifts on any day of the week without advance notice.
 - a) Employees assigned to an emergency relief shift normally have a minimum of twelve (12) hours off between shifts.
 - b) When employees are required to report for duty without twelve (12) hours off between shifts, they shall be paid at the applicable overtime rate for any time worked within the twelve (12) hour period following the end of their preceding work shift.
- 3) Special Shift - A work period consisting of an eight (8), nine (9), or ten (10) hour work day during which employees are permitted to eat a meal on SMUD time.

C. Change in Shifts and/or Start Times

- 1) Shifts and/or start times shall be established consistent with the normal operation of a division or department and shall not be changed arbitrarily.
- 2) Subject to applicable overtime policies, shifts and/or start times may be changed as deemed necessary by SMUD for reasons including, but not limited to:
 - a) Provide better service to customers or other work units;
 - b) Stagger working hours to alleviate traffic congestion;
 - c) Reflect seasonal changes in daylight hours or temperature conditions;
 - d) Provide extended coverage for maintenance testing and operating activities; or
 - e) Reflect the desires of employees in a work unit, with supervisory approval.
- 3) If an employee's work shift and/or start time is changed by SMUD for five (5) days or more, the employee shall be given at least twenty-four (24) hours advance notification. In addition, the employee shall have a minimum of twelve (12) hours off between the shifts and/or start time and shall not be required to work more than forty (40) hours at the straight-time rate of pay.
 - a) If SMUD does not provide an employee with at least twenty-four (24) hours' notice or twelve (12) hours off between shifts and/or start time changes, the employee shall receive the applicable overtime rate for those hours worked on the first day of the change that encroach upon either the twenty-four (24) hour notice or the twelve (12) hour off requirements, whichever is greater.
 - b) Overtime and rest period provisions shall apply to the employee's new shift and/or start time.
- 4) Shift and/or start time changes of less than five (5) days worked (including Saturday, Sunday, and holidays) are not considered an official change in shift and/or start time. Employees shall be compensated at the applicable overtime rate for all hours worked other than their regular work hours for each work day when the change in shift and/or start time is directed by SMUD.
- 5) When employees who have been reassigned pursuant to Section 4.C.3) and 4.C.4) of this Article are returned to their regularly scheduled work shift and/or start time, they

shall be paid at the straight-time rate of pay for work performed during their normal work hours subject to the following:

- a) When employees return to their regular work shift and/or start time, they are entitled to a minimum of twelve (12) hours off between shifts.
- b) If employees do not get the twelve (12) hours off, they shall be paid the applicable overtime rate for any time worked within the twelve (12) hour period following the end of their preceding work shift.

5. MAKE-UP TIME FOR PERSONAL BUSINESS

The following Make-Up Time for Personal Business Policy shall apply for full-time and part-time Unit 2 employees:

- A. Make-up time is a mechanism for full-time and part-time employees to take four (4) hours or less time off to attend to the occasional personal obligation or medical appointment that the employee is generally not able to complete outside of normal business hours. Make-up time is not intended to substitute for tardiness, to be used in conjunction with vacation time off, or to create a permanent work schedule change. The daily overtime provisions of this MOU do not apply to approved make-up time worked.
- B. Make-up time must be worked and used in fifteen (15) minute increments and is limited to no more than four (4) hours in a work week. Employees working make-up time are not authorized to work more than twelve (12) total hours in a day, including regular and make-up hours. (Example: 8 regular hours + 4 make-up hours; 9 regular hours + 3 make-up hours; and 10 regular hours + 2 make-up hour).
- C. Request Procedure: Employees must provide a signed written request to their supervisor for each occasion they want to work make-up time using the Make-Up Time for Personal Business Request Form (SMUD-3503). The request must be made prior to the performance of the make-up work. The request must also include the date and hours the employee wants to take off. Both the make-up hours and time off must be in the same work week. The supervisor may then choose to grant or deny any request to work make-up time.

ARTICLE 4

WAGES

1. PAY PERIODS/PAYDAYS

A. Pay Periods

- 1) A pay period for 5/8 and 4/10 work schedules is fourteen (14) consecutive days beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.
- 2) The pay period for the 9/80 work schedule set forth in Article 3, Section 2.B.1) is the fourteen (14) consecutive-day period applicable to the specific 9/80 work schedule pattern of an employee. Refer to Appendix A for examples of 9/80 work schedule patterns.

B. Pay Days

Employees shall be paid on the Friday following the close of the pay period. Paychecks normally are distributed on the Thursday preceding payday and dated payday Friday. If Thursday is a holiday, paychecks shall be distributed on the preceding Wednesday and shall be dated for the Friday of that week. If payday is a holiday, paychecks shall be dated and distributed on the preceding Thursday.

2. ENTRY RATES – NEW EMPLOYEES

- A. New employees normally are placed at the first step or entry-level rate of pay for their classification.
- B. Employees who possess exceptional qualifications may be placed at a starting rate that is above the first step for their classification, subject to approval by SMUD. The following items shall be evaluated when considering an employee for a higher entry-level rate of pay:
 - 1) The quality and quantity of the employee's relative work experience.
 - 2) The wage level and qualifications of other SMUD employees in the same classification.
 - 3) The wage demands of the new employee.
 - 4) The availability of other qualified applicants.

3. WAGE SCHEDULE PROGRESSION FOR SLANT LINE/FLEX CLASSIFICATIONS

When pay grades are designated as Slant Line/Flex classifications, movement to the next higher classification within the series is based upon a specified amount of time, as reflected in the classification specification, in the lower classification and satisfactory job performance as reflected in a completed performance evaluation.

OSE Slant Line/Flex classifications that existed prior to the 2010 revision of the Civil Service Rules are as follows:

COMPUTER OPERS SPCLST (E)
COMPUTER OPERS SPCLST (J)

CONSTR MGMT INSPCTR I
CONSTR MGMT INSPCTR II
DRAFTING TECH I
DRAFTING TECH II
DOC RECORDS SPCLST I
DOC RECORDS SPCLST II
ENERGY SPECIALIST (E)
ENERGY SPECIALIST (J)
ENGINEERING DES I
ENGINEERING DES II
ENGINEERING DES III
ENGINEERING TECH (E)
ENGINEERING TECH (J)
GENERATION DES I
GENERATION DES II
GENERATION DES III
LAND AGENT – A
LAND AGENT – B
LAND AGENT – C

OSE Slant Line/Flex classifications created after the 2010 revision of the Civil Service Rules are as follows:

IPPS SPCLST I
IPPS SPCLST II
GIS DATA TECH (E)
GIS DATA TECH (J)

4. MERIT INCREASES

Employees within a classification with established pay steps shall be eligible for merit increases at specified intervals until they reach the top of their pay grade. Merit increases are granted for effective job performance, as reflected in a completed performance evaluation.

A. Eligibility

- 1) Permanent, limited-term full-time and part-time employees assigned to a classification with established pay steps shall be considered for merit increases at every twenty-six (26) weeks.
- 2) Probationary Period – Absences during the probationary period may extend an employee's merit increase eligibility date. If an employee's probationary period is extended, the employee's merit increase eligibility date also shall be extended by the same amount of time.
- 3) Leaves of Absence without Pay – A leave of absence without pay in excess of thirty (30) calendar days (except military leave) may extend an employee's merit increase eligibility date.

B. Temporary Appointments

Employees who are temporarily appointed to a higher classification shall be eligible for merit increases as follows:

- 1) Employees who are temporarily appointed to a higher or different classification shall continue to earn merit increases as though continuously assigned to their permanent classification.
- 2) Employees who are assigned to a higher classification through a temporary timecard upgrade shall not accrue time toward a merit increase in the higher classification.
- 3) Employees who are temporarily appointed to a higher classification by an action in Employee Central or comparable document for more than six (6) consecutive months shall accrue time toward a merit increase in their higher classification.

C. Granting Merit Increases

- 1) A one-step merit increase shall be effective and initiated automatically on the first day of the pay period that includes the merit increase due date unless SMUD withholds the increase in accordance with Section 4.D of this Article.
- 2) SMUD may grant merit increases of two (2) or more steps to an employee based on exceptional job performance. If an employee is granted a merit increase of two (2) or more steps, the additional merit increase shall be effective the first day of the pay period that includes the merit increase due date.

D. Withholding Merit Increases

- 1) An employee's merit increase may be withheld for documented unsatisfactory progress or job performance, as reflected in a completed performance evaluation. The supervisor must discuss the withholding of the merit increase with the employee at least ten (10) calendar days prior to the date the merit increase was due.
- 2) Once SMUD has determined the employee has corrected unsatisfactory progress or job performance, the employee shall be granted the withheld merit increase. Normally, an employee shall not be reconsidered for a merit increase for at least six (6) months.
- 3) When an employee is granted the withheld merit increase, the effective date of the merit increase shall establish the eligibility date for the next merit increase.
- 4) SMUD's denial of a merit increase is subject to the grievance procedure contained in Article 20 of this Agreement.

5. WAGE ADJUSTMENTS

- A. Effective the first pay period for the 2026 payroll year, SMUD shall provide a wage increase of **3.85%** for all Unit 2 classifications.
- B. Effective the first pay period for the 2027 payroll year, SMUD shall provide a wage increase of **3.85%** for all Unit 2 classifications.
- C. Effective the first pay period for the 2028 payroll year, SMUD shall provide a wage increase of **3.85%** for all Unit 2 classifications.
- D. Effective the first pay period for the 2029 payroll year, SMUD shall provide a wage increase of **3.85%** for all Unit 2 classifications.

E. Equity Adjustments

1. Effective the first pay period for the 2026 payroll year, and prior to any general wage adjustments, the wage rates for employees in the following job classifications, and all classifications related or tied to these classifications (e.g. classification series) will be increased to the median as specified below:

Job Classification	2026 Equity Adjustment
Engineering Designer	4.7%
Graphic Designer	4.0%
Information Technology Technician	17.1%
Land Agent	15.9%

2. SMUD and OSE agree to review the following classifications beginning no later than June 30, 2026, to determine whether the duties performed by employees are sufficiently distinct or unique to warrant the splitting and/or creation of new classifications and/or differentiation for purposes of compensation:
 - Customer Services Representative
 - Service Dispatcher
3. Upon request of OSE the parties agree to meet and confer to determine the comparable classifications that will be used in any future salary surveys.

6. FUTURE SALARY SURVEYS

SMUD and the OSE agree that the list of agencies/companies contained in Appendix C shall be used for Classification and Pay Studies of Unit 2 positions conducted during the term of this Agreement, unless the parties mutually agree to modify the list in writing.

ARTICLE 5

OVERTIME

1. DEFINITION

Overtime is time worked in excess of the regularly scheduled eight (8), nine (9), or ten (10) hour work day or beyond the regularly scheduled work week or time worked on a holiday. For purposes of determining overtime compensation, all paid leave hours shall count as hours worked. Overtime work requires prior SMUD approval.

2. DISTRIBUTION OF OVERTIME

Any employee may be required to work overtime to meet the needs of SMUD. A willingness to work overtime when requested is a condition of employment. When permitted by the work situation, overtime is distributed as equally as possible subject to the following:

- A. Overtime is first allocated to qualified volunteers within the appropriate classification assigned to the applicable work group/division as follows:
 1. Each department that assigns overtime will maintain a list of employees within each classification identifying the total number of overtime hours worked and turned down by each employee. The list will be ordered from lowest amount of overtime worked or turned down to the highest amount of overtime worked or turned down. The list will be updated every pay period.
 2. When noticing employees to work overtime, the employee with the lowest amount of overtime worked or turned down will be offered the first opportunity to work the overtime.
 3. Employees who work or turn down an overtime assignment will be credited with the number of overtime hours associated with the assignment.
 4. Subsequent overtime assignments will be offered to the employee with the next lowest amount of overtime worked or turned down.
 5. Employees who are off work on leave will not be asked or required to work overtime while on leave and will not be credited with turned down overtime hours while on leave.
 6. If overtime is needed on a paid holiday, employees who turn down the overtime will not be credited with the turned down hours.
 7. Employees who are already scheduled for pre-arranged overtime will not be called.

In the absence of qualified volunteers, the supervisor may either assign employees within the applicable work group/division or may seek other volunteers pursuant to Sections 2.B and 2.C of this Article.

- B. Overtime is next allocated to qualified volunteers within the classification assigned to other work groups/divisions.
- C. Overtime is next allocated to other qualified volunteers.

3. ELIGIBILITY

A. Employees are entitled to overtime compensation as follows:

- 1) All full-time employees are eligible to work overtime pursuant to Section 1 of this Article.
- 2) Part-time employees are eligible for overtime compensation when they work in excess of their regularly scheduled work day, provided such work day is eight (8), nine (9), or ten (10) hours, or they work more than forty (40) hours in a work week. Part-time employees who are regularly scheduled to work less than eight (8) hours in a day are not eligible for overtime compensation unless they work in excess of eight (8) hours in a workday.

4. CASH COMPENSATION/COMPENSATORY TIME OFF

A. Except as otherwise provided herein, all overtime shall be paid in cash at two times (2x) the straight time hourly rate of pay. The double time rate of pay also shall apply to overtime worked on holidays and is payable in addition to normal holiday pay.

B. Employees may elect to earn compensatory time off (CTO) in lieu of cash solely at the employee's option.

- 1) CTO shall be earned at the rate of two (2) hours accrued for each hour of overtime worked. Accumulated CTO may not exceed forty (40) hours. CTO credits that have not been used by the end of payroll period 21 shall be paid to the employee on payroll period 22 at the employee's current effective base pay.

For purposes of this provision, the CTO year shall be the beginning of payroll period 22 through the end of payroll period 21 of the following year.

- 2) CTO may be used in fifteen (15) minute increments and must be exhausted before annual leave may be used. Use of CTO shall be at a time approved by SMUD and shall not be unreasonably denied.

5. MINIMUM OVERTIME GUARANTEES

A. Emergency Call-Out – When employees are called for an emergency, their work time will begin at the time they are contacted. For the purpose of this provision, concurrent calls or successive calls without a break in work are considered a single call.

- 1) Employees who are called for an emergency shall be paid at the overtime rate for the actual overtime hours worked, but shall receive a minimum of two (2) hours overtime compensation.
- 2) If the call-out extends into the employee's regular work hours, the employee shall only be paid at the overtime rate for the actual overtime hours worked.
- 3) When an employee is called out to work more than once in a 24-hour period from midnight to midnight, the two (2) hour minimum shall be paid only for the first call-out. For subsequent call-outs, the employee shall be paid at the overtime rate for the actual overtime hours worked.

B. Prearranged Overtime (Overtime Worked on a Non-Scheduled Work Day) – Employees who report for prearranged overtime shall be paid a minimum of two (2) hours overtime

compensation whether or not they are actually needed. Prearranged overtime may be cancelled with one (1) hour advance notice to the employee.

- C. Early Call-In – Employees who are called into work early shall be paid at the overtime rate for the actual hours worked during the early call-in.

6. MAXIMUM OVERTIME ALLOWED

Employees normally are not allowed to work more than sixteen (16) consecutive hours or any combination of sixteen (16) hours within a 24-hour period, except in circumstances involving public safety or welfare. When SMUD authorizes work in excess of the above-described maximums, SMUD shall ensure that an employee is capable of working in a safe manner.

7. REST PERIODS

- A. Employees who work extended overtime following completion of their regularly scheduled work day (i.e., overtime worked back-to-back with regularly scheduled hours) are entitled to an 8.5 consecutive hour rest period prior to the start of their next regularly scheduled work day. Employees who do not receive 8.5 hour rest period prior to the start of their next regularly scheduled work day will delay the start time of their next regularly scheduled work day by the number of hours necessary to equal an 8.5 hour rest period.
- B. Special Rest Periods – SMUD may approve a special four (4) hour rest period for an employee who has worked four (4) or more overtime hours in the eight (8) hours immediately preceding their regular start time due to an emergency call-out and the timing of the call-out has prevented the employee from getting sufficient rest.
- C. The rest period begins when the employee is released from duty. Employees shall be compensated during designated rest periods as follows:
 - 1) If any part of the rest period falls within the employee’s regular work hours, they shall be paid for those hours at the straight-time rate of pay.
 - 2) Employees shall not be compensated for lunch periods that fall within designated rest periods.
 - 3) If a rest period cannot be provided when due or an employee is required to report to work prior to the end of their rest period, the employee shall be paid at the overtime rate of pay until the rest period is provided.
- D. When an employee’s rest period ends during their regular work hours, they may report for work at any time during their regular work hours or may report to work on their next regular work day, subject to SMUD approval. Any time off taken after the employee’s rest period ends shall be charged to either CTO, annual leave, or leave without pay.

8. CHANGES IN MEAL PERIODS

- A. SMUD may alter an employee’s normal meal period for the following reasons:
 - 1) When work must be performed during a time convenient to the customer;
 - 2) When work must be performed because of an interruption of utility service or other emergency; or,
 - 3) When work must be performed to eliminate a hazard to life or property.

- B. If an employee's normal meal period is altered, but the employee can be given a meal period within one (1) hour or less of the normal time, the employee shall not receive overtime compensation for the meal period.
- C. If an employee is unable to take a meal period within one (1) hour of their normal meal period, the employee shall be paid at the overtime rate for the time worked during the employee's normal meal period. The employee also shall be allowed reasonable time to eat a meal on SMUD time.

ARTICLE 6

WAGE PREMIUMS

1. SHIFT DIFFERENTIAL

A. Eligibility

Full-time employees who work the second, third or relief/rotating shift shall be entitled to a shift differential wage premium.

B. Shift Differential Wage Premiums

1) Second Shift

Employees who are assigned to work the second shift shall receive a shift differential wage premium equal to 6% of the hourly rate assigned to the top step of the Computer Operator Specialist II pay range.

2) Third Shift

Employees who are assigned to work the third shift shall receive a shift differential wage premium equal to 8% of the hourly rate assigned to the top step of the Computer Operator Specialist II pay range.

3) Relief/Rotating Shift

Employees who are assigned to work relief/rotating shifts shall receive a shift differential wage premium equal to 10% of the hourly rate assigned to the top step of the Computer Operator Specialist II pay range.

C. Shift Differential Wage Premium Payments

- 1) Any shift differential payable to an employee based upon their regularly scheduled hours of work also shall be paid for any time worked immediately before or following the employee's regular work hours.

Example: If the employee's regularly scheduled work hours are 3:30 p.m. to 11:30 p.m. and they work from 3:30 p.m. to 1:30 a.m., the second-shift differential wage premium shall be paid for the entire work period.

- 2) When an employee is required to work a full, regularly established shift other than their own regularly established shift, the employee shall be paid the shift differential wage premium that is applicable to the shift in progress at the start of such work.

Example: If the employee's regularly scheduled work hours are 3:30 p.m. to 11:30 p.m. and their hours are changed for one (1) day to the established 1 a.m. to 9 a.m. shift, the employee shall be paid the third-shift differential wage premium for the entire work period.

- 3) When an employee who is receiving a shift differential wage premium works overtime, the overtime rate of pay also shall be applied to their shift differential wage premium.

2. TEMPORARY UPGRADES

SMUD agrees to timecard upgrade a Unit 2 employee when such an employee is directed to assume duties and responsibilities of a higher classification.

Assignments to higher classifications exceeding fifteen (15) working days from the first day of the assignment require a temporary upgrade action. Except as provided in Article 14, Section 5 (Training Assignments) of this Agreement, employees shall be paid subject to the following:

- A. When an employee receives a temporary timecard upgrade to another Unit 2 classification, such employee shall be paid at the first step within the higher classification that provides a minimum of 2.5% above their current effective base pay.
- B. When an employee receives a temporary timecard upgrade to an exempt classification, such employee shall be paid at the first step within the higher classification that provides a minimum of 5.0% above their current effective base pay.

3. FINANCIAL AND SAFETY INCENTIVES

- A. SMUD may periodically institute a financial and/or safety incentive program. SMUD shall determine incentive payment amounts and the goals that must be achieved in order to qualify for an incentive payment.
- B. An employee shall be eligible to receive financial and safety incentive payments if the employee was in a paid status for at least 50% of the period covered by the program.
- C. An employee shall be eligible for a financial incentive payment if SMUD attains its financial goals for the period covered by the program.
- D. An employee shall be eligible to receive a safety incentive payment when SMUD attains its safety goals and the employee meets the following requirements during the period covered by the program:
 - 1) The employee did not have a lost time accident; and,
 - 2) The employee has not had a preventable vehicle accident.
- E. SMUD may grant periodic safety recognition and/or safety getaway awards. An employee shall be eligible to receive such awards if they meet the following requirements during the period covered by the program:
 - 1) The employee is a permanent employee;
 - 2) The employee has attended all scheduled safety meetings, or has been excused from attending some or all scheduled safety meetings;
 - 3) The employee has had no preventable vehicle accident or any other accident due to a work rule safety violation;
 - 4) The employee is not on a follow-up drug/alcohol testing program as a result of a “for cause” initial screening; and,
 - 5) The employee is in compliance with any Substance Abuse Rehabilitation Program requirements, if applicable.

4. NOTIFICATION OF INCENTIVE PROGRAMS

SMUD shall notify the OSE of all rewards, recognition and incentive programs proposed after ratification of this MOU and shall meet and confer prior to implementation of new programs, revisions to existing programs, and/or any discussion with Unit 2 employees. All rewards recognition and incentive program payments shall comply with the provisions of 29 C.F.R. § 778.331.

ARTICLE 7

ON-CALL PAY

1. REGULAR ON-CALL STATUS

- A. Regular On-Call status is defined as a status whereby an employee is required to remain fit for duty, be reachable, and readily available to report for work in an emergency situation twenty-four (24) hours per day for a specified time period. Regular On-Call status will typically span a period of seven (7) consecutive days.
- B. Employees assigned to Regular On-Call status shall be compensated as follows:
 - 1) An employee who is required to serve in an on-call status shall be compensated at the rate of two (2) hours of straight time pay for each day on call.
 - 2) On-Call compensation shall be paid in addition to any overtime compensation for time worked.

2. SHORT NOTICE ON-CALL STATUS

- A. Short Notice On-Call status is defined as an assignment that is intended to meet short term staffing needs during storms, earthquakes and other emergency situations when SMUD has determined that the Regular On-Call staffing is inadequate to meet the operational (power restoration) needs of SMUD. Short Notice On-Call assignments are not expected to last more than six (6) consecutive days.
- B. Employees may be assigned to Short Notice On-Call status as follows:
 - 1) Employees shall be notified that they are being placed on Short Notice On-Call as early as possible but no later than the end of their regular workday. Such assignments shall be for one (1) day unless otherwise indicated.
 - 2) Employees so assigned must provide telephone and/or pager numbers at which they may be reached. SMUD shall provide telephones/pagers as needed.
 - 3) Employees assigned to Short Notice On-Call status shall be expected to remain fit for duty, be reachable by telephone or pager, and be available to respond to a call-out in a reasonable (i.e., typically within thirty (30) minutes of call-out) amount of time.
- C. Employees assigned to Short Notice On-Call status shall be compensated as follows:
 - 1) An employee who is required to serve in a Short Notice On-Call status shall be compensated for two (2) hours of pay at the regular straight time rate of pay for each day so assigned.
 - 2) Short Notice On-Call compensation shall be paid in addition to any overtime compensation for time worked.

ARTICLE 8

HOLIDAYS

1. AUTHORIZED HOLIDAYS

A. Regular Holidays

SMUD guarantees eligible employees the following nine (9) Regular Holidays: New Year's Day (January 1); Martin Luther King, Jr. Day (the third Monday in January); President's Day (the third Monday in February); Memorial Day (the last Monday in May); Independence Day (July 4); Labor Day (the first Monday in September); Thanksgiving Day (the last Thursday in November); the Friday after Thanksgiving; and Christmas Day (December 25).

B. Floating Holidays

In addition, Full-Time and Part-Time employees with six (6) or more months of continuous service shall receive floating holidays according to the following schedule: May 1, July 1, September 1, and November 1. Each floating holiday is administered as eight (8) additional hours of annual leave for Full-Time employees and four (4) additional hours of annual leave for Part-Time employees and may be carried over from year to year in the same manner and with the same limits as accumulated annual leave.

SMUD shall approve the use of a floating holiday, or a day of annual leave for any Unit 2 employee who has served in the armed forces of the United States, or their allies, and who wishes to observe the (November 11) Veteran's Day Holiday.

C. Special Holidays (Christmas Eve - New Year's Eve)

SMUD may authorize additional time off for eligible employees on either Christmas Eve or New Year's Eve. Such time off shall be designated as a Special Holiday.

D. Holidays Observed

When a SMUD observed holiday falls on a Saturday, SMUD shall observe the holiday on the preceding Friday. When a holiday falls on a Sunday, SMUD shall observe the holiday on the following Monday.

2. HOLIDAY PAY

A. Eligibility

1) Full-Time Employees

Full-time employees must be in a paid status for the entire work day immediately prior to or immediately following a holiday to be eligible for holiday pay.

2) Part-Time Employees

Part-time employees who are regularly scheduled to work twenty (20) or more hours and less than forty (40) hours per week (including overtime) are eligible for holiday pay as follows:

- a) On each holiday, four (4) hours of holiday pay shall be credited to the employee, whether or not they are scheduled to work that day.

B. Regular Holiday Pay

- 1) When a holiday falls on an employee's regularly scheduled workday, the employee will be given the day off and will be compensated for the number of hours the employee is regularly scheduled to work on that day. When a holiday is observed on an employee's regular day off, the employee is credited with 8 hours of annual leave.
- 2) When an employee is assigned to an Alternate Work Schedule and a regular holiday falls on their regularly scheduled work day, the employee shall be given the day off and shall be compensated for the number of hours (8, 9, or 10) they were regularly scheduled to work. If the holiday is observed on an employee's alternate day off, the employee shall be credited with eight (8) hours of annual leave.
- 3) When an employee is assigned to a Special Work Schedule and the holiday is observed on their regular day off, SMUD shall have the option to either grant the employee another work day off with pay or pay the employee one (1) day of additional pay at the straight time rate of pay.
 - a) If an employee is regularly assigned to a schedule in which Monday is a non-work day (not a rotating shift employee), holidays are treated as follows:
 - (1) When the holiday falls on a Monday, the affected employee shall observe the holiday on the following Tuesday.
 - (2) When the holiday falls on a Sunday, the affected employee shall observe the holiday on the preceding Saturday.
 - b) In the event an employee is simultaneously assigned to a Special Work Schedule and an Alternate Work Schedule, such employee shall be compensated for the number of hours (8, 9, or 10) they were regularly scheduled to work on the holiday. If the holiday is observed on the employee's alternate day off, the employee shall be credited with eight (8) hours of annual leave.
- 4) Employees who work on a holiday shall be paid at the overtime rate of pay for the hours worked in addition to holiday pay as specified above.

C. Special Holiday Pay (Christmas Eve - New Year's Eve)

- 1) When granted by the CEO/General Manager, full-time and limited-term employees are eligible for four (4) hours of leave and part-time employees are eligible for two (2) hours of leave. Casual employees are not entitled to special holiday pay.
- 2) When an employee is required to work on Christmas Eve, they shall be given an equivalent amount of time off on New Year's Eve.
- 3) If an employee cannot be granted time off on either Christmas Eve or New Year's Eve, they shall be given an additional amount of straight-time pay equal to the number of hours off granted to other employees.
- 4) In lieu of additional Special Holiday Pay, an employee may choose to be credited with the equivalent amount of annual leave.

- 5) If the day designated as a Special Holiday falls on an employee's alternate day off, the employee shall be credited with an equivalent amount of annual leave.

ARTICLE 9

BENEFITS

A. ELIGIBILITY

A. Full-Time and Part-Time Unit 2 employees are eligible to participate in health and welfare benefit plans provided by SMUD. Specifically excluded are:

- 1) Casual employees scheduled to work less than twenty (20) hours per week.
- 2) Student Employment Program participants.
- 3) Rehired CalPERS Annuitants.
- 4) Contract employees.

B. Benefits for Limited Term employees are listed in Appendix E of this Agreement.

C. Domestic Partner Coverage

Employees in registered, same-sex domestic partnerships or domestic partnerships are eligible to enroll their domestic partner and their eligible dependent children for medical coverage as described below:

- 1) SMUD's contribution for all employees and retirees with registered domestic partners and their dependents shall be the same as all current benefit contribution formulas for employees and retirees that currently cover dependents.
- 2) The employee contribution shall be the same as current employees who add dependents. Employee contributions for registered domestic partners and their dependent children may be deducted on an "after-tax" basis subject to all applicable federal and state statutes and Internal Revenue Code requirements.
- 3) All participants and eligible dependents must meet the same eligibility requirements as other eligible participants and dependents as stipulated in SMUD's policies and in accordance with SMUD's health plan contracts.

D. Eligible employees who retire are entitled to enroll in the medical and dental benefit programs at the time of their retirement.

B. HEALTH INSURANCE

A. SMUD will provide the following medical plan options to all eligible Unit 2 employees:

- High Premium HMO
- Low Premium HMO
- High Deductible Health Plan (HDHP) with Health Savings Account (HSA)
- PPO Medical Plan (closed to new enrollees)

Eligible Fresh Pond Unit 2 employees may use the EC-OC (zip code 95827) as their primary place of work when enrolling in a SMUD HMO medical plan option if needed.

The maximum medical co-payments under the High Premium HMO plans will be as follows:

Services	Co-payment Maximums
Physician's Office	\$45
Vision and Hearing	\$45
Surgery Outpatient	\$45
Emergency Room	\$155
Hospitalization	\$250
Chiropractic Service	\$45
Mandatory Generic	\$25
Brand Name	\$65
Mail Order	100 day supply- 2 co-payments

Employees should refer to the OSE Benefits Guide Book each year for the specific dollar amounts for medical co-pays under the High and Low Premium HMO Plans.

B. Employee Medical Insurance Plan Premium Contributions

1) Effective January 1, 2022, Unit 2 Full-Time employees enrolled in SMUD medical plans will contribute a premium cost share as follows:

- HMO plans: **12.5%**
- High Deductible Health Plan (HDHP) plans: **6%**
- PPO plan (closed to new enrollees): **30%**

2) SMUD will provide Unit 2 employees enrolled in the HDHP medical plan with an annual contribution to a Health Savings Account (HSA) on January 1 of each year, as follows:

\$1200 (employee only) or \$2,400 (employee with covered dependent{s}).

SMUD will pay any administrative fees attributed to the HSA while employed at SMUD. The annual contribution amount to the HSA will be front loaded and employees will be allowed to contribute pre-tax dollars each year up to the IRS-allowed maximum for the term of this MOU.

Unit 2 employees enrolled in the HDHP Plan will also be enrolled in Accident and Critical Illness Insurance Plans. Premiums for these plans will be paid by SMUD.

3) Limited-Term and Part-Time employees enrolled in SMUD HMO medical plans will contribute **17.5%** as the employee premium cost share and for those enrolled in a PPO plan, they will contribute **30%** as the employee premium cost share.

4) All Unit 2 employee premium contributions shall be as pre-tax payroll deductions.

- 5) Employees who participate in SMUD's Health Assessment Program (HAP) and fulfill the program requirements will receive a lump-sum payment of \$180 paid in the last period of the payroll year. All employees will be granted time, while on duty, to participate in the health assessment portion of the program. This time must be scheduled in advance, with supervisory approval. Additional HAP requirements must be completed on the employee's own time.
- 6) These contributions shall not change during the life of the contract unless the parties mutually agree to do so in writing.
- 7) SMUD and the OSE shall establish and participate in a Health & Welfare Advisory Committee for the purpose of cooperatively discussing and exploring various insurance providers, insurance plans, and creative designs to maximize optimal use of healthcare resources

The Health & Welfare Advisory Committee memberships all consist of a minimum of two (2) and a maximum of four (4) representatives each from SMUD and the OSE. By mutual agreement, the Health & Welfare Advisory Committee may also include an equal number of representatives from the IBEW.

The Health & Welfare Advisory Committee will meet on at least a quarterly basis (more often by mutual consent). The Committee may participate in the Request for Proposal ("RFP") processes involving healthcare. The Committee may also review current healthcare benefits and submit a recommendation regarding such benefits when a majority of the Committee membership agrees on a recommendation. The recommendation shall be presented directly to either the Director, People Services & Strategies or the Chief Workforce Officer, as appropriate.

Each party shall designate one representative to be its Chair. The respective Chairs are responsible for the conduct and decorum of meetings. The respective Chairs shall jointly determine the date, time, anticipated duration and location of Health & Welfare Advisory Committee meetings. They will exchange and discuss prospective agenda items at least two weeks in advance of a committee meeting and set the order of the agenda topics at that time. Additional topics for discussion may be added to the agenda later by mutual consent of the Chairs. Meetings will follow the agenda developed in advance. The parties may also mutually agree upon additional meetings. In addition, the respective Chairs are responsible for maintaining open lines of communication between Committee meetings to exchange information on new or developing issues, discuss the progress of Committee business, and plan for forthcoming meetings.

The respective Chairs shall determine the method and person responsible for the recording of the minutes of the meeting. The minutes of meetings will summarize the discussion that occurred and any recommendations to which a majority of the committee members agree and be signed by the respective Chairs of the Health & Welfare Advisory Committee meetings. The minutes of the meetings will not be introduced into any grievance hearing.

The parties agree that when an issue is unresolvable or unable to be redirected to another forum, and that, after a minimum of three attempts, there is no purpose to be gained by further discussion, the parties will agree to disagree and cease discussion of the issue.

8) Medical/Dental/Vision Opt-Out

Employees who opt out of SMUD medical insurance will receive a monthly cash payment of \$200 (reportable as taxable income). To be eligible the employee must provide evidence of other medical insurance outside of SMUD. Employees who previously opted out of SMUD medical insurance, and are covered under a SMUD plan, will continue to be eligible for the opt-out payment, so long as there is no break in receiving the opt-out payment. Employees who opt out of dental and/or vision coverage will receive a monthly cash payment of \$15 for dental and \$5 for vision (reportable as taxable income).

C. Agreement to Meet and Confer

Either SMUD or OSE may request to meet and confer regarding health care coverage during the term of this agreement. SMUD may re-open negotiations on the subject of the Affordable Care Act (ACA) or its impacts. If, during the term of the MOU, the legal requirements of the ACA have an impact on SMUD rights and obligations regarding health benefits for OSE employees (e.g. the Cadillac Tax), SMUD and the Union agree to re-open Article 9 Benefits, in order to meet and confer over such impacts.

D. Retiree Medical Plan Contributions

Employees who retire with the equivalent of five (5) years of continuous SMUD service immediately prior to their retirement shall be eligible to participate in SMUD-sponsored medical plans and shall be entitled to SMUD premium contributions as described below. Employees who are terminated for cause are not eligible to participate in SMUD-sponsored medical plans (except to the extent permitted by COBRA or similar state or federal law) and shall not be entitled to SMUD premium contributions.

SMUD's percentage of contribution toward the medical insurance premiums in effect at the time of retirement shall remain constant throughout retirement for all tiers of retiree medical benefits. Every January 1, SMUD will recalculate the dollar amount of their contribution to reflect any changes in the medical premium rates.

TIER 1

For employees hired prior to July 1, 1991, SMUD shall contribute one hundred percent (100%) of the retiree-only portion of the monthly premium for all SMUD-sponsored medical insurance plans.

For all dependent(s) covered under the retiree's plan, SMUD shall contribute 90% of the percentage it contributes for the retiree's medical insurance premium when the retiree selects one of the two (2) lowest cost health insurance plans or 85% of the percentage it

contributes for the retiree’s medical insurance premium when the retiree selects any other SMUD-sponsored health plans.

TIER 2

For employees hired on or after July 1, 1991, and before January 1, 2006, with continuous SMUD service and who retire from SMUD, SMUD shall contribute up to one hundred percent (100%) of the retiree-only portion of the monthly premium for all SMUD-sponsored medical insurance plans according to the Tier 2 schedule.

For all dependent(s) covered under the retiree’s plan, SMUD shall contribute 90% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) when the retiree selects one of the two (2) lowest cost health insurance plans or 85% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) when the retiree selects any other SMUD-sponsored health plans.

Tier 2 retirees shall receive SMUD-provided medical insurance premium contributions according to the following schedule:

Retiree’s Years of Continuous SMUD Service	Percent (%) of SMUD Contribution for Retiree	Percent (%) of SMUD Contribution for Dependent(s) for 2 lowest cost plans	Percent (%) of SMUD Contribution for Dependent(s) for all other SMUD-sponsored plans
Less than 10	0	0	0
10	50	45	42.5
11	55	49.5	46.75
12	60	54	51
13	65	58.5	55.25
14	70	63	59.5
15	75	67.5	63.75
16	80	72	68
17	85	76.5	72.25
18	90	81	76.5
19	95	85.5	80.75
20	100	90	85

TIER 3

For employees hired on or after January 1, 2006, and before January 1, 2018, with continuous SMUD service and who retire from SMUD prior to the age at which they are Medicare-eligible or age 65, SMUD shall contribute up to seventy-five percent (75%) of the retiree-only portion of the monthly medical insurance premium for all SMUD-sponsored medical insurance plans according to the Tier 3 schedule.

For employees hired on or after January 1, 2006, and before January 1, 2018, with 25 years or more of continuous SMUD service, who retire after the age at which they reach Medicare eligibility or age 65, SMUD shall contribute 100% of the retiree-only portion of

the monthly medical insurance premium for all SMUD-sponsored Medicare Advantage health plans.

For all dependent(s) covered under the retiree’s plan, SMUD shall contribute 90% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) when the retiree selects one of the two (2) lowest cost health insurance plans or 85% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) when the retiree selects any other SMUD-sponsored health plans.

Tier 3 retirees shall receive SMUD-provided medical insurance premium contributions according to the following schedule:

Retiree’s Years of Continuous SMUD Service	Percent (%) of SMUD Contribution for Retiree	Percent (%) of SMUD Contribution for Dependent(s) for 2 lowest cost plans	Percent (%) of SMUD Contribution for Dependent(s) for all other SMUD-sponsored plans
Less than 10	0	0	0
10	25	22.5	21.25
11	27.5	24.75	23.38
12	30	27	25.5
13	32.5	29.25	27.63
14	35	31.5	29.75
15	37.5	33.75	31.88
16	40	36	34
17	42.5	38.25	36.13
18	45	40.5	38.25
19	47.5	42.75	40.38
20	50	45	42.5
21	55	49.5	46.75
22	60	54	51
23	65	58.5	55.25
24	70	63	59.5
25	75	67.5	63.75

TIER 4

For employees hired on or after January 1, 2018, with continuous SMUD service and who retire from SMUD, SMUD shall contribute up to fifty percent (50%) of the retiree-only portion of the medical insurance premium for all SMUD-sponsored medical insurance plans according to the Tier 4 schedule.

For all dependent(s) covered under the retiree’s plan, SMUD shall contribute 90% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) when the retiree selects one of the two (2) lowest cost health insurance plans or 85% of the percentage it contributes for the retiree’s medical insurance premium (based

on the Tier schedule) when the retiree selects any for all other SMUD-sponsored health plans.

Tier 4 retirees shall receive SMUD-provided retiree_medical insurance premium contributions according to the following schedule:

Retiree's Years of Continuous SMUD Service	Percent (%) of SMUD Contribution for Retiree	Percent (%) of SMUD Contribution for Dependent(s) for 2 lowest cost plans	Percent (%) of SMUD Contribution for Dependent(s) for all other SMUD-sponsored plans
Less than 15	0	0	0
15	25	22.5	21.25
16	27.5	24.75	23.38
17	30	27	25.5
18	32.5	29.25	27.63
19	35	31.5	29.75
20	37.5	33.75	31.88
21	40	36	34
22	42.5	38.25	36.13
23	45	40.5	38.25
24	47.5	42.75	40.38
25	50	45	42.5

C. DENTAL PLAN

A. SMUD shall provide dental and orthodontic coverage and services to eligible employees and their dependents pursuant to the provisions of the SMUD Employee Dental Plan. The maximum benefit per year remains at \$1,500 per person.

- 1) SMUD shall cover 100% of the premium for the SMUD Traditional Plan for each Full-Time employee.
- 2) Eligible OSE Part-Time (regularly scheduled to work 20 or more hours and less than 40 hours per week {including overtime}) and Limited-Term employees enrolled in the SMUD Traditional Plan shall contribute a premium cost share of 15%.
- 3) Eligible OSE employees have the ability to select a buy-up plan with the additional cost being borne by the OSE employee.

B. SMUD contributions for retirees:

Employees who retire with the equivalent of five (5) years of continuous SMUD service immediately prior to their retirement shall be entitled to participate in the retiree dental program and receive the same dental benefits provided to active employees at SMUD's expense. Employees who are terminated for cause are not eligible to participate in SMUD-sponsored dental plans (except to the extent permitted by COBRA or similar state or federal law) and shall not be entitled to SMUD premium contributions.

D. VISION PLAN

- A. SMUD shall provide vision coverage to eligible employees and their dependents pursuant to SMUD's existing contract with Vision Service Plan.
 - 1) SMUD shall cover 100% of the premium for the SMUD Traditional Plan for each eligible Full-Time employee.
 - 2) Eligible OSE Part-Time (regularly scheduled to work 20 or more hours and less than 40 hours per week {including overtime}) and Limited-Term employees enrolled in the SMUD Traditional Plan shall contribute a premium cost share of 15%.
 - 3) Eligible OSE employees have the ability select a buy-up plan with the additional cost being borne by the OSE employee.

E. LIFE INSURANCE PLAN

- A. SMUD shall continue to provide life insurance coverage to eligible employees as follows:
 - 1) SMUD shall contribute 100% of the premium cost for life insurance coverage equal to the annual base pay rounded up to the nearest \$5,000 for each Full-Time employee.
 - 2) Employee life insurance coverage is based on the amount of an employee's annual base pay (rounded to the nearest \$5,000) effective September 30 of the previous year. SMUD pays the full cost of life insurance premiums for coverage up to one time (1x) annual base pay. Employees can purchase additional coverage with the cost for this additional coverage entirely borne by the employee. This additional coverage is subject to the carrier's qualifications, limitations, and restrictions. Employees can choose additional coverage of either one time (1x), two times (2x), or three times (3x) their annual base pay for a total of four times (4x) their annual base pay up to the maximum coverage limit.
 - 3) For Part-Time employees, the base pay for computing life insurance cost and coverage amounts is 50% of the equivalent salary (rounded up to the nearest \$5,000) for a Full-Time employee.
- B. Subject to the carrier's qualifications, limitations, and restrictions, eligible employees may purchase life insurance coverage for their dependents as follows:
 - 1) Employees can elect coverage for their spouse of \$25,000 or up to 50% of the amount they have chosen through the employee life insurance plan.
 - 2) Employees can elect coverage for their eligible dependent children in the amount of: \$2,500, \$5,000, \$7,500 or \$10,000.

6. LONG-TERM DISABILITY PLAN

- A. SMUD shall provide Long-Term Disability coverage to eligible employees pursuant to the provisions of SMUD's Long-Term Disability Plan.
 - 1) SMUD shall pay 100% of the cost for the basic Long-Term Disability Plan for each eligible Unit 2 employee.
 - 2) Eligible employees may purchase additional long-term disability coverage pursuant to the provisions of SMUD's Long-Term Disability Plan.

- 3) For eligible part-time employees, both costs and benefits are calculated pursuant to the provisions of SMUD's Long-Term Disability Plan, as described in the flexible benefit plan documents.

7. SHORT-TERM DISABILITY INSURANCE

SMUD shall provide short-term disability coverage to eligible employees pursuant to the provisions of SMUD's Short-Term Disability Insurance Plan. The employee shall pay 100% of the cost of short-term disability coverage.

8. FLEXIBLE BENEFITS PLAN

A. SMUD shall provide eligible employees a flexible benefits plan pursuant to Section 125, of the Internal Revenue Code. The flexible benefits plan shall, at a minimum, include the following pre-tax dollar accounts: medical; dental; vision; long-term disability (high option); short-term disability; employee life insurance; dependent care reimbursement account; and, health care reimbursement account.

- 1) Employees enrolled in the dependent care reimbursement account and/or health care reimbursement account shall be charged a monthly administration fee as determined by the plan administrator.

B. All contributions made by SMUD on behalf of eligible employees and their dependents pursuant to Sections 1 through 7 of this Article shall be deposited into the employee's flexible benefits account as flex credits.

- 1) Each employee may allocate their flex credits subject to the following:

- a) Except as provided below, employees must purchase medical, dental, vision, and basic long-term disability plan coverage.
- b) Employees who can provide proof of alternative medical, dental or vision coverage will be given their flex credits in cash. For the purpose of this paragraph, one (1) flex credit is equal to one (1) dollar.

C. If the monthly total of the pre-tax options selected by an employee exceeds their available flex credits, the difference shall be paid by the employee on a monthly basis in the form of a pre-tax payroll deduction.

D. If the monthly total of the pre-tax options selected by an employee is less than their available flex credits, the difference shall be paid to the employee on a monthly basis as additional taxable income.

9. EXTENDED COMPENSATION

A. If an employee is temporarily disabled due to an on-the-job injury or illness, SMUD shall offer extended compensation to supplement their temporary disability payments, in lieu of sick/annual leave supplement pursuant to Article 11, Section 2, Sick Leave Usage, of this Agreement, based upon the employee's request.

- 1) Such extended compensation shall be sufficient to ensure that the employee shall receive 85% of their basic wage, less the amount of any temporary disability payment.

- 2) Extended compensation is paid as an advance against any future permanent disability award.

10. DEFERRED COMPENSATION PLANS

A. SMUD shall make an IRC Section 401(k) Savings Plan and a Section 457(b) Deferred Compensation Plan available to eligible employees. Participation in the Deferred Compensation Plans shall be voluntary and the participants pay all program costs.

B. Deferred Compensation Direct Contributions

- 1) SMUD shall make direct contributions to the 401(k) accounts of all eligible Unit 2 employees' 401(k) accounts according to the following schedule:

Years of Service	2026 Monthly Contribution	2027 Monthly Contribution	2028 Monthly Contribution	2029 Monthly Contribution
1-5 years	\$150	\$175	\$200	\$225
6-10 years	\$175	\$200	\$225	\$250
11-15 years	\$200	\$225	\$250	\$275
16+ years	\$225	\$250	\$275	\$300

- 2) Employees qualify for their years of service based on the 2080-hour standard as the equivalent of a year. Employees qualify for monthly payments based on their hours worked as measured by the 173.33-hour standard as the equivalent of a month.

C. Deferred Compensation Matching Program

- 1) SMUD shall match each eligible employee's voluntary contributions to their 401(k) account up to \$600 each calendar year.
- 2) Employee participation in the matching contribution program is voluntary. In order to be eligible to receive matching funds, an employee must meet all criteria below:
 - a. Have made contributions into their 401(k) account during the calendar year. SMUD's direct contributions will not be considered an employee's contributions.
 - b. Occupy an OSE-represented classification in a full-time, part-time or limited-term capacity, even if on a temporary upgrade to a different unit.
- 3) In the January following the year the funds are made available, the funds will be distributed to the active accounts of employees who are: 1) still employed by SMUD, or, 2) retired as of December 31 of the year prior to the payout. The employee/retiree must have an active account as of the day of distribution in order to be eligible to receive matching funds. The funds will be distributed on a dollar-for-dollar basis (\$1 SMUD contribution for each \$1 employee contribution during the previous year) until the entire amount has been disbursed or all employees contributions have been matched.
- 4) The monies will be dispersed equally to all employees up to the full amount available for matching or to the full amount of the individual employee contribution if it is less than the maximum available per employee. In the event employee contributions total

less than the amount allocated for matching, the balance will not be carried over into future years.

11. OTHER FRINGE BENEFITS

- A. SMUD currently offers other benefits such as Employee Assistance Program, Employee Development Program, Health and Wellness programs, Wellness Center, Personal Computer Purchase Plan, Ride Share Program, Parking, Child Care Center and Child Care Tuition Assistance. Some of these programs are fully sponsored by SMUD, and others are supported and paid for by employees.
- B. Unit 2 employee membership in SMUD's Wellness Center will be \$4.60 per pay period. SMUD shall reimburse membership fees paid by those employees who use the facility an average of eight (8) times per month annually. Reimbursement shall be made through payroll within ninety (90) calendar days following the end of the year. Only those employees still on SMUD's payroll at the time of reimbursement shall be eligible to receive such payment.

12. CONTINUED ELIGIBILITY IN LIMITED TERM OSE ASSIGNMENTS

OSE-represented Part-Time employees who accept Limited Term assignments in OSE bargaining unit positions retain their eligibility for the following benefits, subject to compliance with State, Federal, and local laws and regulations:

- A. Floating Holidays
- B. FSA Healthcare/Dependent Reimbursement Accounts
- C. Short-term and Long-term Disability Insurance
- D. Deferred Compensation Plans
- E. Extended Compensation
- F. Childcare Financial Assistance
- G. Educational Assistance and Tuition Reimbursement
- H. Professional Organizational Membership Reimbursement
- I. Technology Loan Program
- J. Paid Family Leave

13. RETIREMENT

- A. SMUD has contracted with CalPERS to provide retirement benefits for eligible employees. The following retirement benefits are provided in accordance with SMUD's contract with CalPERS and applicable law:
 - 1) Employees hired by SMUD prior to January 1, 2013, and those otherwise defined as "classic members" by CalPERS shall receive the 2% @ 55 local miscellaneous retirement benefit formula with the 36 consecutive month final compensation period. Employees receiving this pension benefit formula contribute 7% of their pensionable wages to CalPERS as the employee share of the benefit cost.
 - 2) Employees hired by SMUD on or after January 1, 2013, and those otherwise defined as "new members" by CalPERS shall receive the 2% @ 62 local miscellaneous retirement benefit formula with the 36 consecutive month final compensation period. Employees receiving this pension benefit formula contribute 50% of the normal cost of the benefit as determined by CalPERS.

- 3) Supplemental Benefits
 - a) Credit for Unused Sick Leave pursuant to Government Code Section 20965.
 - b) Military Service Credits as Public Service pursuant to Government Code Section 21024.
 - c) Post Retirement Survivor Allowance pursuant to Government Codes Sections 21624, 21626, and 21628, as applicable.
 - d) Annual Cost-of-Living Allowance pursuant to Government Code Section 21335.
 - e) \$500 Retired Death Benefit pursuant to Government Code Section 21620.
 - f) Purchasing Power Protection Account pursuant to Government Code Section 21337.
 - g) Public Service Credit pursuant to Government Code Section 21023.5.
- 4) SMUD shall adopt and apply the IRS Section 414H2 and/or any other administrative or regulatory procedure or standard necessary to ensure that the employees' contributions to their PERS retirement plan are treated as pre-tax payroll deductions.

ARTICLE 10

TRAVEL AND OTHER REIMBURSEMENTS

1. TRAVEL TIME AND EXPENSES

A. Travel Expenses

SMUD shall reimburse employees for all reasonable expenses that have been incurred while traveling on authorized SMUD business pursuant to SMUD's travel policies, Business Travel (AP 03.02.03) and Business Travel Procedures (MP 03.02.03.100).

B. Travel Time

1. All travel time that occurs during an employee's normal work hours, including normal work hours on an employee's regular days off (e.g., Saturday, Sunday, Alternate Day Off), will be compensated as hours worked and will be counted toward applicable overtime.
2. Employees who ask to drive when public transportation (i.e., plane, train, bus, etc.) is available will only be compensated for travel time during normal work hours up to the same amount the employee would have been compensated had the employee used public transportation. Employees who must drive themselves are considered to be working and should be compensated as such.
3. In addition to travel time to and from an airport, train station or port of entry, employees will be compensated for pre-travel waiting time for no more than one (1) hour prior to the employee's scheduled departure time.
4. When an employee travels between two or more time zones, the time zone associated with the point of departure will be used to determine whether the travel falls within normal work hours.
5. Employees who are approved to extend or alter travel arrangements to incorporate personal time/leave will not be paid for any travel time or expenses during the personal time/leave period. Employees are responsible for all additional travel expenses that result from the incorporation of personal time/leave. Paid leave hours used by an employee to extend or alter travel arrangements for personal reasons will not count as hours worked for purposes of overtime during a workweek in which the employee receives compensation for travel time.

2. BACK COUNTRY TRAVEL

- A. When employees are required to travel into SMUD's Upper American River Project (UARP) and elect to furnish their own lodging facilities, a lodging payment of \$50.00 per day will be paid for each day of the assignment (including weekend days).
- B. The reporting headquarters will be the employees' lodging site for the assignment.

3. TEMPORARY CHANGE OF HEADQUARTERS

Employees shall report for work at their designated work headquarters. Travel time between the employee's designated work headquarters and the actual job site normally shall be considered as time worked, unless mutually agreed otherwise in advance or as excepted below:

- A. An employee's designated work headquarters may be temporarily changed for less than twelve (12) months with nineteen (19) hours advance notice. When so assigned, the employee shall be compensated for their additional driving time and shall be paid mileage for any additional miles driven.
- B. When an employee's designated work headquarters is temporarily changed for less than twelve (12) months for formal training purposes, they shall not receive additional compensation or mileage payments unless their commute distance has increased more than ten (10) miles.

4. PROFESSIONAL CERTIFICATION / LICENSE FEES

- A. Except as provided below, employees who are required by SMUD to maintain a professional certification and/or license shall be reimbursed 100% of their costs associated with maintaining such certificate or license.
- B. SMUD shall pay 100% of the employee's initial license fee and all renewal fees for employees who are required to maintain a commercial driver's license, except that portion which is attributable to the Class C driver's license.

5. ORGANIZATIONAL MEMBERSHIP FEES

SMUD shall pay 100% of the membership fee for any employee required to maintain membership in a professional organization.

6. BUSINESS MEETING EXPENSES

Employees who are required to attend any meetings as SMUD's representative shall be reimbursed their out-of-pocket expenses associated with attending such meeting.

7. COMMUNICATION EXPENSES

Employees shall be reimbursed for all costs associated with business-related communications including, but not limited to, telephone calls, faxes, mailing, and shipping.

8. MISCELLANEOUS EXPENSES

Employees shall be reimbursed for other miscellaneous business expenses subject to the approval of SMUD.

9. PERSONAL TOOLS

If an employee is required to provide some or all of the tools needed to perform their job duties, SMUD shall replace such tools when they are worn, lost, or stolen under certain circumstances in accordance with established SMUD procedures.

10. RELOCATION EXPENSES

SMUD may reimburse existing employees for relocation expenses under certain circumstances consistent with established SMUD policy, Relocation Expenses (AP 05.03.03).

11. EDUCATIONAL ASSISTANCE

Effective July 1, 2009, SMUD and the OSE agree that Unit 2 employees shall be covered by SMUD policies, Education Assistance and Tuition Reimbursement (AP 04.03.02 and MP

04.03.02.100), relating to financial assistance for education and training expenses, including the financial assistance and educational expense reimbursement amounts specified therein.

ARTICLE 11

SICK LEAVE

1. ELIGIBILITY

- A. Unit 2 employees who do not accrue annual leave may utilize sick leave in accordance with SMUD's Sick Leave Policy AP 04.05.15.
- B. Employees with sick leave balances accrued prior to September 21, 2002, may use their accrued sick leave in accordance with the provisions of this Article.

2. SICK LEAVE USAGE

- A. Sick leave may be authorized for the following reasons:
 - 1) The illness or injury of the employee;
 - 2) The need to see a health care provider or counselor;
 - 3) To care for an ill or injured family or household member;
 - 4) To supplement Workers' Compensation payments;
 - 5) Under certain circumstances sick leave balances may be exhausted pending approval of a disability retirement.
- B. Sick leave may be taken in fifteen (15) minute increments. Employees requesting to use sick leave must notify their supervisor in advance, if possible, but in all cases prior to the employee's authorized starting time on each day the employee will be absent. An employee who is unable to give advance notice, due to emergency circumstances, shall make notification as early as possible. When unable to speak directly to their supervisor, the employee shall leave a callback telephone number on the supervisor's voicemail where the employee can be located.
- C. When a full day of sick leave is taken, it shall be charged according to the employee's work schedule (8, 9, or 10 hours) and shall be paid at the employee's current effective base pay.
- D. If an employee becomes ill while on annual leave, they may request that the annual leave be changed to sick leave.
- E. If an employee is off sick on a workday and it is a holiday, they shall receive holiday pay. The absence shall not be charged to the employee's sick leave.
- F. Employees shall be permitted to use sick leave during any illness that meets the definition of a disability pursuant to SMUD's Long-Term Disability Plan. If the employee is not precluded by their disability from performing other work and SMUD has made a limited duty assignment available to the employee, they shall not be permitted to use sick leave.

3. MEDICAL VERIFICATION / RELEASE

- A. Employees may be required to provide medical verification of illnesses and or injuries when requested to do so by SMUD, in accordance with SMUD's Sick Leave Policy (AP 04.05.15).
- B. Employees who are off work for more than five (5) consecutive work days due to an illness and/or injury may be required to provide a medical release indicating that they may return to work safely.
 - 1) If the employee received medical treatment for their injury or illness, their health care provider must complete the medical release.
 - 2) If the employee has not received medical treatment for their illness or injury, SMUD's Medical Clinic staff may complete the medical release.
- C. An employee's request to use accumulated sick leave credits may be denied if they do not provide a medical verification of illness and/or a medical release when required to do so by SMUD. In such cases, the employee's absence may be charged as unauthorized leave without pay and the employee may be subject to disciplinary action.

4. REINSTATEMENT OF SICK LEAVE

- A. Employees who are reinstated following a layoff shall have their sick leave balance restored pursuant to Civil Service Rules.
- B. Employees who resign and are rehired to a civil service position within six (6) months of initial separation shall have 50% of their sick leave balance reinstated provided they had five (5) years or more of continuous SMUD employment.

5. SICK LEAVE UPON RETIRMENT

SMUD shall continue to contract with CalPERS to allow unused sick leave to be credited toward years of service for retirement pursuant to Government Code Section 20965.

ARTICLE 12

ANNUAL LEAVE PROGRAM

1. INTRODUCTION

Annual Leave is to be used to meet an employee's need for paid time off for any approved absence. Under this leave program, previously accrued sick leave balances are retained and may be used by the employee in accordance with the provisions of Article 11, Sick Leave, of this Agreement.

- A. SMUD must approve all requests for annual leave in advance of the time the leave is taken. Unapproved absences may be charged as unauthorized leave without pay.
- B. Under the Annual Leave Program employees do not earn sick or personal leave.

2. ELIGIBILITY

All Unit 2 employees except the following are eligible to accrue annual leave:

- A. Part-time employees scheduled to work less than twenty (20) hours per week.
- B. Student Employment Program participants.
- C. Rehired CalPERS Annuitants.
- D. Contract employees.

3. ACCRUAL OF ANNUAL LEAVE CREDITS

- A. Eligible employees earn annual leave credits based on 80 straight time hours paid.
- B. The table below reflects the annual leave accrual rate for eligible employees based on the length of the most recent continuous SMUD service:

<u>Length of Service</u>	<u>Annual Leave Credits</u>
Beginning 1 st year through 4 th year	156 hours per payroll year (6 hours per pay period)
Beginning 5 th through 14 th year	195 hours per payroll year (7.5 hours per pay period)
Beginning 15 th through 22 nd year	234 hours per payroll year (9 hours per pay period)
Beginning 23 rd through 29 th year	273 hours per payroll year (10.5 hours per pay period)
Beginning 30 or more years	312 hours per payroll year (12 hours per pay period)

10th Anniversary bonus – Employee shall be credited with 40 hours of annual leave on the tenth anniversary date of continuous SMUD service.

20th Anniversary bonus – Employee shall be credited with 20 hours of annual leave on the twentieth anniversary date of continuous SMUD service.

4. MAXIMUM ACCUMULATION OF ANNUAL LEAVE

Employees may accumulate annual leave throughout the payroll year and carry over a maximum of 2000 hours into the subsequent payroll year. At the close of the payroll year, annual leave credits accumulated in excess of 2000 hours shall be paid at the employee's current effective base pay.

5. USE OF ANNUAL LEAVE CREDITS

- A. Employees may use their annual leave credits as soon as they are earned and posted to the employee's annual leave account balance.
- B. Employees who are off work for a full work day on annual leave shall be charged the number of hours they are regularly scheduled to work on the day the annual leave is used.
- C. Employees approved for annual leave due to non-FMLA medical reasons shall record the time as follows: LPIA – Employee Annual Leave Medical; LPIF – Family Annual Leave Medical. Annual leave used for FMLA medical reasons shall be recorded as LFPL – Personal Leave-FMLA. Annual leave used for pregnancy shall be recorded as LFP1 – Pregnancy-Personal Leave.
- D. Employees may be required to provide medical verification of illnesses and/or injuries when requested to do so by SMUD.

6. SCHEDULING

- A. Except when operational needs require otherwise, employees shall be entitled to use their accrued annual leave credits at the time of their choice. Annual leave normally will be taken each calendar year. An annual leave request in weekly increments of up to three (3) consecutive calendar weeks shall be given preference over split leave periods. Leave requests equal to an employee's annual accrual rate shall be given special consideration.
- B. Employees shall provide advance notice when requesting leave, and should communicate to their supervisor, as appropriate, to ensure the request is understood. Supervisors shall provide approvals/denials in a timely manner.
- C. Unless compelled by law or SMUD policy, supervisors will approve or disapprove a request for leave after considering the following:
 - 1) The nature of the request;
 - 2) The operational needs of the business unit;
 - 3) Whether the employee has sufficient paid leave to cover the entire absence;
 - 4) The number of previous leave requests from the employee;
 - 5) The preferences and seniority of other employees requesting the same time off.
- D. Short notice leave use is of special concern and should be avoided because of the potential adverse effect on a work unit's ability to meet the business needs of SMUD. Short notice leave is defined as leave not approved in advance of the absence, especially for "same day" absences from work. Usual reasons for requesting short notice leave include:
 - 1) Unanticipated illness or injury of the employee or immediate family member;
 - 2) A situation of such serious nature as to justify the employee's decision to not report to work;
 - 3) A situation arising during duty hours that necessitates the employee's immediate absence from duty.
- E. Reliability is a valued trait, and attendance issues will be resolved on a case-by-case basis using SMUD's Positive Discipline program. All previous leave administrative policies

(i.e., attendance metrics, attendance control policies, etc.) are superseded and replaced with the philosophy on leave administration set forth in this MOU.

7. CANCELLATION OF ANNUAL LEAVE

- A. In an emergency, employees may be asked to forego all or a part of their scheduled annual leave. Employees who are already on annual leave may be requested to report for duty.
- B. Employees shall be reimbursed for any documented expenses and/or loss of money resulting from SMUD's action pursuant to Section 7.A of this Article, provided the employee informs SMUD of the pending loss at the time the employee is requested to either cancel or reschedule their annual leave.

8. ANNUAL LEAVE SELL-BACK

- A. Full-Time employees may elect to sell back up to one hundred-twenty (120) hours (up to 60 hours for Part-Time employees) of accumulated annual leave credits per year, provided the employee schedules and uses at least the equivalent of one (1) work week of annual leave in the same year.
- B. Annual Leave Sell-Back Agreements, which are irrevocable, must be submitted to the HRS Payroll unit no later than December 31 of the year prior to the year in which the annual leave will be accrued and paid out. An employee may elect to apportion the amount of sell back between the paychecks for pay periods 13 and 25, limited to the amount of Annual Leave accrued in that year at the time of the payout.
- C. An employee may request a hardship withdrawal payment of accrued leave at any time when an unforeseen hardship arises and payment is needed to cover such expenses. Hardship withdrawals are only allowed for the reasons specified in the hardship distribution rules for SMUD's 457(b) plan as well as other similar hardships approved by SMUD.
- D. All annual leave payments are computed at the straight-time rate of pay for the employee's current effective base pay in the classification at the time annual leave credits are paid.

9. PAYMENT FOR UNUSED ANNUAL LEAVE

- A. Separation of Employment
 - 1) When an employee separates from SMUD employment for any reason, they shall be paid for any accumulated annual leave credits at their current effective base pay.
 - 2) Employees who are separating from SMUD employment for any reason other than retirement may not use their accumulated annual leave credits immediately prior to the effective date of their separation. The employee shall receive cash compensation pursuant to Section 9.A.1) of this Article.
- B. Retirement

A retiring employee may take a lump-sum payment for their accumulated annual leave. If the employee has an equivalent of five (5) years of full-time uninterrupted service with SMUD, they may choose to take a portion or all of their accumulated annual leave prior to the effective date of their retirement.

ARTICLE 13

TIME OFF

1. INTRODUCTION

Where current SMUD policy and/or the provisions of this Agreement provide a greater benefit than is required by State and/or Federal law or regulation, SMUD shall provide the greater benefit.

2. TIME OFF WITH PAY

A. Eligibility

All Unit 2 employees except the following are eligible for paid time off:

- 1) Part-time employees scheduled to work less than twenty (20) hours per week.
- 2) Student Employment Program participants.
- 3) Rehired CalPERS Annuitants.
- 4) Contract employees.

B. Bereavement Leave

- 1) Bereavement Leave will be administered in accordance with the applicable Management Procedure (MP 04.05.13.100). Bereavement leave may be taken intermittently or consecutively.

C. Voting Leave

SMUD shall allow eligible employees, as defined in Section 2.A of this Article, a maximum of two (2) hours paid time off to vote in any statewide general election, in accordance with State law and SMUD Voting Leave Policy (MP 04.05.12.100).

D. Jury Duty and Court Appearances

- 1) SMUD shall allow eligible employees, as defined in Section 2.A of this Article, time off with pay to report for jury duty or to respond to a subpoena. Employees who are involved in a court case as a plaintiff, defendant or expert witness, in a matter unrelated to official SMUD business, may be required to use annual leave.
- 2) Employees summoned for jury duty or subpoenaed as a witness shall notify SMUD promptly by providing a copy of the summons or subpoena.
- 3) Effects on Work Hours
 - a) Employees whose jury duty or court appearance is the length of their scheduled workday or more shall be excused from work for their entire workday.
 - b) Employees whose jury duty or court appearance is less than the length of their scheduled workday must notify SMUD and may be required to work the remaining portion of their workday.
 - c) Employees whose jury duty or court appearance of eight (8) or more hours occurs during the sixteen (16) hours preceding their regular workday, or starts during the

eight (8) hours after the end of their regular workday, employees shall be entitled to an eight and one-half (8.5) hour rest period.

E. Professional Leave

- 1) Eligible employees will be granted up to 80 hours of paid time off (Professional Leave) per calendar year to participate in professional activities as follows:
 - a) Professional Organizations: Upon approval of SMUD employees who hold office in a recognized professional association may be granted paid time off for performance of their duties on behalf of such organization. SMUD shall also reimburse such employees for travel or other expenses incurred when SMUD determines that it receives a direct benefit from these activities.
 - b) Professional Development: Out the 80 hours of Professional Leave allotted each year, eligible employees may choose to use up to two (2) hours of paid time off per month to attend or participate in professional development opportunities at SMUD, including training (for example, LMS optional training, LinkedIn Learning, Brown Bags) or other activities (e.g., ERG meetings, DEI Council, Leadership Programs).
 - c) Except when operational needs require otherwise, employees shall be entitled to use their Professional Leave at the time of their choice. Employees shall provide advance notice when requesting leave, and should communicate to their supervisor, as appropriate, to ensure the request is understood. Supervisors shall provide approvals/denials in a timely manner.
 - d) In an emergency, employees may be asked to forgo their scheduled Professional Leave.
 - e) Employees shall be reimbursed for any documented expenses and/or loss of money resulting from SMUD's actions pursuant to Section E.1.d., provided the employee informs SMUD of the pending loss at the time the employee is requested to either cancel or reschedule their professional leave.

3. TIME OFF WITHOUT PAY

A. Eligibility

All employees are eligible for time off without pay.

B. Personal Time Off

- 1) Requests for leaves of absence without pay shall be approved when required by law, and may be approved at SMUD's discretion when not required by law. SMUD shall consider the following factors when approving requests for non-required leave: the merits and the nature of the request, the length of time being requested, and the impact that the employee's absence will have on SMUD.
- 2) Employees may take up to forty (40) hours of leave without pay per payroll year without first exhausting their CTO and/or annual leave balances. When using this option in conjunction with paid annual leave, paid annual leave must be taken first.
- 2) Except as provided in Section 3.B.2) of this Article, leave without pay for personal reasons require that employees first use all of their accrued CTO and annual leave.

- 3) Except in cases of emergency, requests for personal time off without pay must be made reasonably well in advance of the dates requested.

C. Medical Leave

Employees must exhaust all of their sick and annual leave before going on an unpaid medical leave of absence in accordance with SMUD's Family Care and Medical Leave Policy (AP 04.05.05).

4. EFFECTS OF LEAVE WITHOUT PAY ON SMUD BENEFITS

A. Leave Without Pay for Personal or Medical Reasons

- 1) Extended Leave Without Pay – Employees who are in an unpaid status for thirty (30) consecutive days or more shall not earn annual leave credits during their absence.
- 2) Intermittent Leave Without Pay – Employees who are in an unpaid status intermittently during the payroll year shall not earn annual leave accrual for each cumulative total of eighty (80) hours of unpaid leave.
- 3) Leave without pay, taken pursuant to Section 3.B.2) of this Article, shall not have any impact on the accrual of annual leave.

B. Workers' Compensation

Employees who are on unpaid authorized leave relating to an approved Workers' Compensation claim shall continue accruing annual leave credits.

C. Insurance Benefits

- 1) Non-Medical Leave – Employees on an approved unpaid leave of absence may continue to participate in SMUD's health, life insurance, vision and dental plans. SMUD and the employee shall each pay their share of each premium under the provisions of this Agreement for up to three (3) months. After three (3) months, the employee must pay the full premium if they wish to maintain coverage.
- 2) Medical Leave – Employees on an approved unpaid medical leave of absence may continue to participate in SMUD's health, life insurance, vision and dental plans. SMUD and the employee shall each pay their share of each premium under the provisions of this Agreement, until the employee either returns to work or separates from SMUD employment.

D. CalPERS and Social Security Contributions

The employee or SMUD shall not make CalPERS and Social Security contributions when an employee is on an unpaid leave of absence.

ARTICLE 14

TRANSFERS / PROMOTIONS

1. INTRODUCTION

Qualified employees may move from one position to another in either the same or in a different classification subject to the Transfer/Promotion Process or by demotion.

2. TRANSFER / PROMOTION PROCESS

In accordance with current Civil Service Rules, when SMUD decides to fill a vacant Civil Service position in an OSE classification, the vacant position will be posted except when making involuntary demotions and other special circumstances deemed necessary by SMUD. SMUD will continue its practice of establishing eligibility lists of qualified applicants using the existing "Open" and "Continuously Open" processes. SMUD may post and fill positions using the long established "Transfer/Promotion" hiring process.

When a permanent civil service vacancy is to be filled through the Transfer/Promotion Process, it shall be posted subject to the following:

A. Posting / Eligibility

- 1) The Transfer/Promotion Job Announcement shall be posted for a minimum of ten (10) working days.
- 2) Eligibility for transfer/promotion opportunities shall be determined pursuant to the Civil Service Rules.

An eligibility list may or may not be established from a transfer/promotion exam process. If an eligibility list is established, it shall be maintained by People Services & Strategies and governed by the Civil Service Rule provision pertaining to eligibility lists.

Additionally, SMUD may, at its discretion, post to fill a vacancy using a "Transfer/Eligible List" announcement. When filling a vacancy identified by a "Transfer/Eligible List" announcement, the hiring supervisor may choose a qualified candidate from an existing eligible list or transfer a qualified employee in the same classification who has applied for the job in response to the "Transfer/Eligible List" announcement. Applicants not on an eligible list or eligible for transfer or who have not applied for the job in response to the "Transfer/Eligible List" announcement will not be considered for positions posted in this manner.

- 3) The Transfer/Eligible Job Announcement for an OSE position shall be posted for a minimum of five (5) working days.
- B. Whenever SMUD determines that it is necessary to fill vacancies without first posting the vacancy due to the existence of "special circumstances" (Civil Service Rule 5), PS&S shall notify the OSE President, by letter or email, of that determination within 24 hours and before any person is selected to fill a vacancy. The notification will include (1) a description of the "special circumstances" that prevent SMUD from posting the vacancy, (2) a list of the job titles and positions sought to be filled, (3) the

department(s) where the vacancies exist, (4) the method and/or procedure SMUD will use to fill the vacancy, (5) the starting date, and (6) a description of how SMUD intends to notify employees of the vacancies without posting.

C. Appointment

- 1) Following completion of the selection process the hiring department may offer the position to a certified candidate pursuant to Civil Service Rules.
- 2) Transfer/promotions normally will be effective at the beginning of a payroll period.
 - a) The effective date of a promotion shall be no later than the beginning of the first payroll period following the employee's two (2) weeks' notice to their supervisor. The actual release date shall be mutually agreed upon by the affected Department Managers.
 - b) The release date of a transfer employee shall be determined by the hiring supervisor and the employee's current supervisor, but should be no later than four (4) weeks following the date that the transferred employee was offered the position.
- 3) A promoted employee's salary shall be increased as follows:
 - a) Unless stated otherwise in this Agreement, employees who are promoted to a Unit 2 classification shall be placed at the first pay step that provides a minimum of a 2.5 % pay increase.
 - b) Unless stated otherwise in this Agreement, a Unit 2 employee who is temporarily promoted to an IBEW classification shall be placed at the wage that provides a minimum of a 2.5% pay increase and shall retain their existing Unit 2 benefits.
 - c) Unless stated otherwise in this Agreement, a Unit 2 employee who is temporarily promoted to a PAS classification shall be placed at the wage that provides a minimum of a 5% pay increase and shall retain their existing Unit 2 benefits.
 - d) Promoted employees may be considered for placement at a pay step higher than that provided in Sections 2.B.3)a), 2.B.3)b) and 2.B.3)c) of this Article, based on their qualifications and experience, subject to the recommendation and approval of SMUD.
 - e) A promotional salary increase shall be in addition to any scheduled merit increase that would have been received by the employee within three (3) months from the date of their promotion.
 - f) An employee's promotional increase shall be based upon the pay step held within their permanent classification.

3. TRANSFERS / PROMOTIONS

- A. Except as otherwise provided by the provisions of this MOU, promotions and/or transfers shall be administered in accordance with the Civil Service Rules.
- B. When vacancies are to be filled and a reinstatement list does not exist, SMUD agrees to consider existing eligible lists in the following order of priority:

- Integrated Disability Management (IDM) Placement List
- Transfer/Eligible or Transfer/Promotion Lists
- Voluntary Demotion List
- Rehire
- Open List

SMUD reserves the right to make the final selection based upon the best qualified candidate.

- C. Whenever eligibility lists are abolished, SMUD shall provide written notification to the OSE of the cancellation of the list(s). This is to ensure the OSE is aware of the list(s) cancellation and can answer or counsel employees as appropriate.

4. MEDICAL TRANSFERS/ASSIGNMENTS

SMUD may transfer or reassign employees for medical reasons.

- A. SMUD shall comply with State and Federal laws when accommodating/transferring employees with qualifying illnesses/injuries.
- B. SMUD may transfer or reassign employees for medical reasons based on State and Federal laws which govern accommodations/transfers for employees with qualifying illnesses/injuries.

5. TRAINING ASSIGNMENTS

- A. Training assignments are for cross-training purposes. They allow SMUD and employees an opportunity to maximize their potential without a change in their permanent classification. Employees, who have completed their probationary period, or who have completed 6 months of service in their current non-civil service classification, whichever is greater, may be assigned to temporary training in another classification subject to the following:

- 1) Training assignments shall be made on a voluntary basis only.
- 2) Training assignments must be approved in advance by SMUD pursuant to established procedures.
- 3) Training assignments normally are not to exceed six (6) months. They may be extended for one additional six (6) month period when in the best interests of both the employee and SMUD.
- 4) The employee's classification and pay level shall remain unchanged during the training assignment when a bona fide training program is provided.

6. DEMOTIONS

- A. An employee may move to a position or classification with a lower pay range or rate of pay.
- 1) A demotion may be voluntary or involuntary and is made to a position whose duties the employee is qualified to perform.

- 2) When Federal, State, or local regulations require an employee to obtain and maintain special qualifications and the employee is unable to obtain or maintain them, the employee may be transferred or demoted.

7. POSITION PROBATION

- A. A promoted employee and/or an employee who is transferring or being reassigned into another classification shall be required to complete a position probationary period pursuant to Civil Service Rules. However, incumbents hired prior to December 31, 2017, in the OSE Slant-Line/Flex classifications (which existed prior to 2010) identified in Article 4, Section 3, shall serve position probation only upon initial entry into the Slant-Line/Flex classification series.
- B. Employees who are transferred or reassigned pursuant to the Civil Service Rules to a new position within their current classification shall not be required to complete another position probationary period.
- C. A demoted employee shall not be required to serve another probationary period if they have previously completed probation in that classification.
- D. Employees who are reallocated to a higher or lower classification pursuant to the Civil Service Rules shall not be required to serve a new probationary period.

ARTICLE 15

PERFORMANCE EVALUATIONS

1. INTRODUCTION

Employee performance shall be periodically evaluated and documented.

2. PERFORMANCE EVALUATION SCHEDULE

A. During Probation

- 1) Six-Month Probation – Employees in classifications requiring a six (6) month probationary period shall be evaluated at the end of the third (3rd) and fifth (5th) month.
- 2) Twelve-Month Probation – Employees in classifications requiring a twelve (12) month probationary period pursuant to the MUD Act shall be evaluated at the end of the fifth (5th) and the eleventh (11th) month.
- 3) Supervisors may formally evaluate an employee's performance at more frequent intervals.

B. Following Probation

- 1) Employees who are not at the top of their pay range shall be evaluated at the time they are eligible for a merit pay increase.
- 2) Employees who are at the top of their pay range shall be evaluated annually.
- 3) SMUD may formally evaluate an employee's performance at more frequent intervals.

C. Upon Separation

Employees may be evaluated at the time they separate from SMUD employment. Employees with less than satisfactory performance at the time of separation normally are not eligible for rehire.

3. EMPLOYEE RIGHT TO REBUTTAL

In the event an employee disagrees with their performance evaluation, they may submit a rebuttal to the People Service & Strategies Department to be included in their personnel file.

ARTICLE 16

POSITIVE DISCIPLINE

1. INTRODUCTION

Unit 2 Civil Service Employees who have completed their initial SMUD probationary period are subject to the provisions of SMUD's Positive Discipline Program contained in the SMUD Positive Discipline Policy (AP 05.02.09).

2. RELATIONSHIP TO SUBSTANCE ABUSE TESTING AND REHABILITATION PROGRAM

SMUD's Substance Abuse Testing and Rehabilitation Program is a stand-alone program and violations shall not be subject to the provisions of this Article.

3. RELATIONSHIP TO DISCRIMINATION/HARASSMENT POLICIES

The SMUD Nondiscrimination, Anti-Harassment and Non-Retaliation Policy (AP 05.01.01) is a stand-alone program and violations shall not be subject to the provisions of this Article.

4. DISCIPLINE FOR CAUSE

Unit 2 employees only may be disciplined "for cause" as set forth in Civil Service Rules and Section 12162 of the MUD Act.

5. DISCIPLINE NOTICES

SMUD shall concurrently notify the OSE of all discipline issued to Unit 2 employees.

ARTICLE 17

LAYOFF PROCEDURE

1. INTRODUCTION

It is the intent of SMUD to minimize the number of layoffs if a reduction in force becomes necessary. If layoffs do become necessary, they shall be implemented pursuant to the Civil Service Rules.

2. WORKSITE AGREEMENT

- A. When a reassignment of work becomes necessary due to a reduction in force at a SMUD work site, employees at the work site with the least amount of SMUD seniority, who are in the classification to be reduced, shall be impacted first; provided however, that a more senior employee at that work site has not voluntarily accepted an offer to change work sites (any such offer would be extended for two (2) work days only). SMUD work sites are Sacramento/Headquarters, East Campus-Operations Center, Rancho Seco, Elk Grove Yard, and Fresh Pond.
- B. The impacted employee shall have the opportunity to move to the least senior position in the same classification SMUD-wide; provided however, that their SMUD seniority is greater. For this purpose, vacancies shall be considered to be the least senior positions within the classification.
- C. Where multiple positions are involved, impacted employees shall choose their placement from among the equivalent number of least senior positions in order of their seniority; i.e., the most senior impacted employee shall have first choice of placement. Where multiple placements are possible at a single work site, SMUD shall determine the placements at that work site.
- D. In the event no placement is possible within the same classification or the employee refuses a placement within the same classification, that employee shall be laid off unless the employee exercises their bumping rights under the Civil Service Rules.
- E. Should a vacancy occur in the same classification at the work site of an employee who was transferred pursuant to Section 2.A of this Article, within twelve (12) months of their displacement, said employee(s) shall have a right of return to the former work site in order of seniority.

ARTICLE 18

AUTOMATIC RESIGNATION

1. AUTOMATIC RESIGNATION

An unauthorized leave of absence, whether voluntary or involuntary, for five (5) consecutive workdays, is considered an automatic resignation from SMUD service, effective the day after the fifth consecutive workday of unauthorized leave. SMUD shall notify the employee, in writing, of this determination. Such notice shall be mailed by certified mail to the employee's last known address. A copy of this notice shall be provided to the OSE simultaneously.

2. RETURN FOLLOWING AUTOMATIC RESIGNATION

Employees may request to return from automatic resignation in writing to SMUD. Requests for return must be made within ten (10) working days following SMUD's mailing of a notice acknowledging the employee's resignation. Upon receipt of the employee's request, SMUD shall notify the OSE, in writing, of an employee's request to return from automatic resignation, and shall evaluate the request and may rescind the resignation.

ARTICLE 19

GRIEVANCE PROCEDURE

1. DEFINITIONS

- A. Grievance: A dispute that involves the interpretation or application of this Agreement, a disciplinary action taken against a Unit 2 employee, or the application of a SMUD rule or policy. An objection to the terms and provisions of a rule, policy, or memorandum of understanding is not considered a grievance. However, an objection to the way a rule, policy, or memorandum of understanding is applied in a particular situation would be considered a grievance.
- B. Grievant: A Unit 2 employee or the OSE.
Non-civil service employees shall not be entitled to file grievances over disciplinary actions.
- C. Date of occurrence: The day the event that is the subject of the grievance occurred, or the date when the grievant reasonably should have been aware of the occurrence of the event that is the subject of the grievance.
- D. Receipt Date: The earlier of the following:
 - 1) The date the OSE President and Manager, Employee Relations are e-mailed a copy of the grievance, response, or decision. The hard copy is to be sent via interoffice mail or postal service on the same day.
 - 2) The date the hard copy grievance, response, or decision is received by the OSE or SMUD.

2. APPLICATION

- A. A grievance may be filed by a Unit 2 employee or by the OSE. By mutual agreement between SMUD and the OSE, concurrent grievances alleging violations of the same provisions may be consolidated into a single grievance.
- B. The OSE may file a grievance directly at Step 2. SMUD and the OSE also may mutually waive any step of the grievance procedure. Such waivers shall be in writing and apply only to the specific grievance for which they are granted.
- C. A grievance appealing termination or other discipline involving the loss of property interests shall be filed directly at Step 3.
- D. All disputes described in Section 1.A of this Article shall be resolved through the use of these grievance procedures.

3. TIME LIMITS

- A. The time limits contained in this Grievance Procedure are mandatory and failure to meet the time limits shall result in forfeiture of the grievance by the party not meeting the time limit requirements.
- B. SMUD and the OSE may, by mutual agreement in writing, extend time limits for a specified period of time.

- C. Any time limit contained in this Grievance Procedure may be recessed or delayed by the mutual agreement of the parties for the purposes of convening a Fact Finding Committee, as described in Section 8.A of this Article.
- D. A grievance must be filed or advanced by 11:59 p.m. on the last eligible working day within the time limits outlined in each step of the grievance procedure under Section 6 of this Article. For example, if filing at Step 1 of the grievance procedure, the grievance must be filed by 5:00 p.m. on the 20th working day. If not resolved at Step 1 of the grievance procedure, the grievance must be advanced by 11:59 p.m. on the 15th working day, so on and so forth.
- E. Timelines for notice commences on the first day following receipt.

4. REPRESENTATION

- A. Grievants are entitled to be represented throughout the Grievance Procedure by the representative(s) of their choice. However, the OSE shall have the right to have its representative(s) present at any step of the grievance process. This right to individual representation does not include the right to take the matter to arbitration, unless the OSE agrees to do so.
- B. Unit 2 employees who are grievants, representatives, or witnesses shall be given time off with pay during their regular work hours to attend hearings. Unit 2 employees shall be reimbursed for personal expenses (excluding legal fees) incurred in connection with such hearings.
- C. Unit 2 employees who are grievants, representatives, or witnesses in a formal grievance proceeding shall be paid overtime when requested to appear at proceedings outside their regular work hours.

5. INFORMAL RESOLUTION

Unit 2 employees and/or the OSE may attempt to resolve workplace issues informally.

6. GRIEVANCE PROCEDURE

A formal grievance shall be submitted on the SMUD and OSE Grievance Form (SMUD Form 2377) using the following procedure:

- A. Step 1 – Department Manager
 - 1) A completed grievance form (SMUD Form 2377) must be filed with the Department Manager within twenty (20) working days following the date of occurrence.
 - 2) Immediately upon receipt of the grievance, the Department Manager shall contact the Labor Relations Department to obtain or verify the grievance control number and to forward a copy of the grievance.
 - 3) If the grievance was filed exclusively by a Unit 2 employee, upon receipt of the grievance, the Labor Relations Department shall forward a copy of the grievance to the OSE.
 - 4) Within five (5) working days following the date the grievance was filed, the Department Manager shall schedule a Step 1 meeting for a mutually agreeable date and time.

- 5) The Step 1 meeting may be attended by the grievant, the grievant's representative(s), the grievant's immediate supervisor, and any other involved supervisors/managers.
- 6) Within ten (10) working days following the Step 1 meeting, the Department Manager shall provide the grievant, Labor Relations, and the OSE a written response setting forth the basis for their decision regarding the grievance, including all supporting documentation.
- 7) If the grievant or the OSE is not satisfied with the Department Manager's decision, the OSE may advance the grievance to Step 2.

D. Step 2 – Manager, Employee Relations

- 1) If the grievance is not resolved at Step 1, the OSE may advance the written grievance, including all supporting documentation, to the Manager, Employee Relations, within fifteen (15) working days of receipt of the Department Manager's response.
- 2) Within ten (10) working days following receipt of the grievance, the Manager, Employee Relations shall schedule a Step 2 meeting for a mutually agreeable date and time where the grievance shall be discussed between the OSE representative(s) and the Manager, Employee Relations.
- 3) Within ten (10) working days of the conclusion of the Step 2 meeting, the Manager, Employee Relations shall provide the OSE a written response setting forth the basis for their decision regarding the grievance, including all supporting documentation.

C. Step 3 – Grievance Review Committee

- 1) If the grievance is not resolved at Step 2, the OSE may advance the written grievance, including all supporting documentation, to the Grievance Review Committee, pursuant to Section 7.B of this Article, within ten (10) working days of receipt of the Manager, Employee Relations response.
- 2) When a grievance is advanced to this level, the Grievance Review Committee shall convene a meeting as soon as possible and no later than 30 calendar days after the grievance is received. Labor Relations shall take responsibility for arranging meeting locations and notifying members.
- 3) If the Grievance Review Committee reaches a unanimous agreement regarding the resolution of the grievance, it shall issue a written decision, signed by each member of the committee, within fifteen (15) working days of the conclusion of the Grievance Review Committee meeting. A draft of the decision shall be issued by Labor Relations simultaneously to all committee members within five (5) working days, upon conclusion of the GRC meeting. The unanimous agreement of the Grievance Review Committee shall be final and binding on the parties.
- 4) If the Grievance Review Committee is unable to reach a unanimous agreement, it shall notify the parties in writing within five (5) working days of the conclusion of the Grievance Review Committee meeting.
- 5) If the Grievance Review Committee does not reach a unanimous agreement, either SMUD or the OSE may submit the grievance to arbitration by serving written notice on the other party in accordance with Step 4 of the grievance procedure in Section D of this article.

D. Step 4 – Arbitration

- 1) If the Grievance Review Committee does not reach a unanimous agreement, either SMUD or the OSE may submit the grievance to binding arbitration by serving written notice on the other party within fifteen (15) working days following receipt of the Grievance Review Committee's notification.
- 2) The parties shall jointly request a list of seven (7) labor arbitrators from the American Arbitration Association (AAA). Within fifteen (15) calendar days from the receipt of the list from AAA, the parties shall select an arbitrator by the process of alternately striking names from such list.
- 3) The Arbitrator's authority shall be limited to the resolution of the grievance before them including, but not limited to, a determination that the grievance either has or has not raised a grievable issue and therefore is or is not arbitrable. In so doing, the Arbitrator shall have no authority to alter, change, detract from or add to the provisions of this Agreement, the provisions governing labor relations between SMUD and its employees, and/or the MUD Act.
- 4) The decision of the Arbitrator shall be final and binding on the parties.
- 5) The fees and expenses of the Arbitrator and the Court Reporter, if one is utilized, shall be shared equally by SMUD and the OSE.

7. GRIEVANCE COMMITTEES

A. Fact Finding Committee

- 1) The Fact Finding Committee shall be comprised of one (1) person appointed by SMUD and one (1) person appointed by the grievant or the OSE, whichever is appropriate.
- 2) The parties shall determine the amount of time that will be allotted for the completion of the investigation and shall communicate same to the Committee at the time of their appointment.
- 3) The Committee shall conduct an independent investigation of the grievance and shall prepare an objective report of their findings in writing to the parties within ten (10) working days following the completion of their investigation.
- 4) The Fact Finding Committee shall not make recommendations regarding the resolution of the grievance.

B. Grievance Review Committee

- 1) The Grievance Review Committee shall be comprised of six (6) members: the Manager, Employee Relations, and two (2) representatives appointed by SMUD; and the OSE President and two (2) representatives appointed by the OSE. At least one (1) of the SMUD representatives will be an Executive/Chief Officer or equivalent, in a rotational capacity. At least one (1) of the OSE representatives shall be a member of the OSE Board of Directors.
- 2) The Committee will be co-chaired by one (1) OSE Representative appointed by the OSE President, and the Manager, Employee Relations.

- 3) The Grievance Review Committee shall schedule meetings as needed. When a grievance is advanced to the Grievance Review Committee level, the Grievance Review Committee shall convene a meeting as soon as possible and no later than 30 calendar days after the grievance is advanced to the Grievance Review Committee level.
- 4) The established procedural guidelines for the conduct of Grievance Review Committee hearings may be updated periodically, as needed, by mutual agreement of the parties.
- 5) Labor Relations shall prepare and distribute an agenda (including a section for Action Items), along with the appropriate supporting documents.
- 6) If the Committee is unable to reach a settlement during the first discussion, the grievance may be tabled until the next meeting or until further information is available.
- 7) The Grievance Review Committee may render findings only by the unanimous vote of its members. Such unanimous findings are final and binding on the parties.

8. DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINTS

- A. Whenever a Unit 2 employee is the subject of a complaint that alleges a violation of the SMUD Nondiscrimination, Anti-Harassment and Non-Retaliation Policy (AP 05.01.01), SMUD's Fair Employment Office shall initiate an investigation, explore all reasonable leads and, within reason, interview all persons identified as having information likely to influence the eventual outcome of the investigation. The OSE shall be advised of the initiation of such an investigation.
- B. The Unit 2 employee who is the subject of the investigation shall be entitled to representation during all phases of the investigatory process.
- C. A written confidential report will be prepared upon investigation completion. SMUD shall determine whether or not discipline is appropriate. If no discipline is imposed, the case shall be closed and the report shall be filed with the Fair Employment Office. The report shall be held in the strictest confidence to ensure and protect the privacy of the individuals involved.
- D. If discipline is imposed and the OSE chooses to appeal the discipline using the grievance procedure, the grievance shall be filed initially at Step 3.

9. GRIEVANCE SETTLEMENT

The parties to a grievance may agree to a negotiated settlement of the grievance at any step of the grievance procedure.

10. GRIEVANCE RESOLUTION

No grievance may be resolved inconsistent with the provisions of this Agreement.

ARTICLE 20

MISCELLANEOUS

1. WORK CLOTHING

A. Flame Resistant (FR) Clothing

SMUD shall provide FR clothing in accordance with OSHA Standard CFR 1910.269, using the services of an outside vendor. The following employees are eligible for the below allotment:

- Field Services Technicians
- Utility Service Field Investigators
- Construction Management Inspectors
- Survey Engineering Technicians

The initial allotment of FR clothing for new hires is six (6) shirts, six (6) pairs of pants, one (1) sweatshirt, and one (1) jacket. FR raingear will be included as appropriate. Employees are responsible for the care and maintenance of FR clothing. Each employee is allotted up to \$600 each calendar year for replacement items.

SMUD shall provide FR clothing outside of the above referenced OSHA standard for Substation Designers, Drafting Technicians and Senior Designers Drafters. FR clothing must be worn at all times while working in Substations.

The initial allotment of FR clothing for the above referenced classifications is (2) shirts, (2) pairs of pants. Employees are responsible for the care and maintenance of FR clothing. SMUD shall not provide an annual allotment for replacement items; employees should work with their supervisor and Safety if replacement items are needed.

B. Non Flame Resistant Clothing

SMUD shall provide Engineering Technicians with an initial allotment of clothing for new hires and existing employees in the classification who have not yet received an initial allotment comprised of two (2) shirts (short and/or long sleeve), two (2) pairs of pants, and one (1) jacket or one (1) sweatshirt. Each employee is allotted up to \$300 every two (2) years for replacement items.

C. Footwear

- 1) All OSE-represented employees who are assigned to the following classifications series: Field Service Technician, Energy Specialist, Trade Show Coordinator, and Utility Service Field Investigator, will be reimbursed up to \$300.00 per calendar year for the purchase of and/or repair of appropriate footwear and the purchase of insoles/inserts approved by SMUD.

Proper foot protection shall be worn at all times while on duty. Foot protection is defined as shoes or boots that are constructed of quality leather uppers or similar material (i.e., canvas or woven mesh) with sturdy sole and heel, made of durable slip resistant and/or oil resistant material. For definition purposes, no athletic type shoe

(i.e., tennis shoes, jogging shoes or basketball shoes, etc.) will meet the definition of proper foot protection.

- 2) All OSE-represented employees who are assigned to the following classifications series: Construction Management Inspector, ~~Drafting Technician, Engineering Designer, Engineering Technician, Generation Designer,~~ and Survey Engineering Technician, shall be reimbursed up to \$300.00 per calendar year for the purchase of and/or repair of appropriate footwear and the purchase of insoles/inserts approved by SMUD.

Proper foot protection shall be worn at all times while on duty. Foot protection is defined as boots that are constructed of quality leather uppers with a sturdy sole and heel, made of durable slip resistant and/or oil resistant material. Leather uppers shall be six (6) inches minimum to provide ankle support for walking on uneven surfaces and through gravel. Boot outsoles shall be puncture resistant to provide protection from nails and sharp objects. For definition purposes, no athletic type shoe (i.e., tennis shoes, jogging shoes or basketball shoes, etc.) will meet the definition of proper foot protection.

- 3) All OSE-represented employees who are assigned to the following classifications series: Engineering Designer, Engineering Technician and Generation Designer, shall be reimbursed up to \$300.00 every 2 years for the purchase of and/or repair of appropriate footwear and the purchase of insoles/inserts approved by SMUD.

Proper foot protection shall be worn at all times while on duty. Foot protection is defined as boots that are constructed of quality leather uppers with a sturdy sole and heel, made of durable slip resistant and/or oil resistant material. Leather uppers shall be six (6) inches minimum to provide ankle support for walking on uneven surfaces and through gravel. Boot outsoles shall be puncture resistant to provide protection from nails and sharp objects. For definition purposes, no athletic type shoe (i.e., tennis shoes, jogging shoes or basketball shoes, etc.) will meet the definition of proper foot protection.

- 4) All OSE-represented employees who are assigned to the Drafting Technician classification series and Senior Designer/Drafter job classification shall receive a one-time reimbursement of up to \$300.00 for the purchase of appropriate footwear and the purchase of insoles/inserts approved by SMUD. Due to limited use of based on time in the field, and every two (2) year reimbursement is not deemed necessary. Management maintains the right to provide additional reimbursement for purchase or repair of footwear as they see fit.

Proper foot protection shall be worn at all times while working in substations. Foot protection is defined as boots that are constructed of quality leather uppers with a sturdy sole and heel, make of durable slip resistant and/or oil resistant material. Leather uppers shall be six (6) inches minimum to provide ankle support for walking on uneven surfaces and through gravel. Boot outsoles shall be puncture resistant to provide protection from nails and sharp objects. For definition purposes, no athletic type shoe (i.e., tennis shoe, jogging shoe, or basketball shoe, etc.) will meet the definition of proper foot protection.

- 5) All OSE-represented employees who are assigned to the IPPS Specialist series shall receive a one-time reimbursement of up to \$300 for the purchase of footwear insoles/inserts (orthotics). Management maintains the right to provide additional reimbursement for purchase of footwear insoles/inserts (orthotics) as they see fit.
- 6) After the purchase and/or repair of the appropriate footwear, employees will submit the proper receipt(s) to their supervisor for reimbursement.
- 7) SMUD acknowledges that additional OSE classifications/positions may require special footwear to perform work safely. When an additional classification/position is identified as needing special footwear, employees will be considered eligible for reimbursement commensurate with the footwear required and frequency of use. SMUD agrees to meet and confer with OSE to establish footwear requirements and reasonable reimbursements for these classifications/positions.

2. CONTRACTING OUT

SMUD shall not contract for any work normally performed by classifications assigned to Unit 2 if such contracting is intended to reduce or has the effect of reducing the regular work force by attrition, demotion, displacement or lay off. Further, prior to any reduction in force of OSE represented employees, affected Unit 2 employees meeting the minimum qualifications of the job being contracted out shall be offered any bargaining unit work being performed by contractors. These assignments shall be of a temporary nature. All current rules concerning bumping and selection shall apply.

For the purpose of this Agreement, contracting out occurs when a Unit 2 position is filled temporarily by a non-OSE represented employee or by an outside contractor for any reason. SMUD agrees to notify the OSE in each instance of its intent to contract OSE bargaining unit work.

3. NO STRIKES/NO LOCKOUTS

During the term of this Agreement, SMUD agrees that there shall be no lockout. The OSE agrees that there shall be no authorized, concerted failure to report to work, cessation or interruption of work, slowdown, strike (including, but not limited to, sympathy strikes), boycott, or any type of organized or concerted interference with SMUD's business. Should any employee or group of employees commit any such acts in violation of this provision, the OSE agrees that it shall notify such employee(s) of their obligation pursuant to this Section and shall publicly discourage such acts.

4. TECHNOLOGICAL CHANGES

SMUD shall continue to provide the OSE with as much advance notice as practical of any technological changes that may have an impact on Unit 2 employees. In such circumstances, SMUD and the OSE shall meet and confer in an attempt to reach a mutual agreement regarding appropriate solutions. If the parties are unable to reach agreement, the matter shall be resolved pursuant to Article 22, Full Understanding/Non-Nullification, of this Agreement.

5. MEDICALLY RESTRICTED DUTY PROGRAM

Employees who are partially disabled due to an industrial illness or injury and cannot perform the full range of their regularly assigned duties may be provided limited duty work consistent with the employee's medical restrictions. SMUD shall make a reasonable effort to identify and

provide the employee with a limited duty assignment. An employee so assigned shall continue to receive their base rate of pay when performing limited duty work. Unit 2 employees have priority when assigning Unit 2 limited duty work. SMUD will inform the OSE when assigning non-Unit 2 employees to perform limited duty work in Unit 2 positions.

6. JOB SHARING

For the purpose of this Section, job sharing is defined as the joint performance of the functions of a single position by two (2) employees. Unit 2 employees may voluntarily job share subject to SMUD's approval. SMUD reserves the right to cancel a job-sharing arrangement at any time with thirty (30) calendar day's written notice to employees. Employees who are job sharing are eligible for the benefits afforded to part-time employees who are regularly scheduled to work twenty (20) or more hours and less than 40 hours (including overtime) per week. In all other respects, job sharing employees shall be treated consistent with their Civil Service status.

7. SENIORITY

Except as provided elsewhere in this Agreement or any side letter agreement between SMUD and the OSE, whenever seniority is used to make workplace decisions, such decisions shall be based upon SMUD seniority defined as an employee's total years of continuous SMUD employment. It includes temporary and part-time employment as long as the employment has been continuous.

8. TELECOMMUTING

For the purpose of this Section, telecommuting is defined as the performance of some or all of an employee's duties from a remote location. Unit 2 employees may volunteer to telecommute subject to the prior approval of SMUD. Telecommuting agreements shall be in writing. The terms of the telecommuting agreements shall be consistent with this Agreement. The telecommuting agreements also will contain a definition of a termination notice. SMUD shall forward a copy of the telecommuting agreement to the OSE President.

9. DONATION OF LEAVE

SMUD and the OSE agree that SMUD's Donation of Leave Program shall be modified to eliminate the donation of sick leave except as provided below:

In extraordinary circumstances only, the OSE may petition the Grievance Review Committee to authorize the donation of sick leave. The decision of the Grievance Review Committee is final.

10. CONSTRUCTION MANAGEMENT INSPECTORS

A. Take-Home Vehicles

Construction Management Inspectors (CMIs) may, with prior approval from their supervisor, take home their assigned SMUD vehicle on a temporary, case-by-case basis for the purpose of traveling directly from the employee's place of residence to a designated project or job site without first reporting to their regular headquarters. The supervisor's decision regarding authorization of take-home use is final and is not subject to appeal or the grievance procedure.

Employees are responsible for ensuring the assigned vehicle is secure at all times while parked at their residence and that all electronic devices, equipment, and personal belongings are removed and stored inside the employee's home.

Travel time between the employee's place of residence and the designated project or job site is not considered compensable work time unless the travel distance exceeds the employee's normal commute to their regular headquarters. Any travel time in excess of the employee's normal commute is considered time worked.

Take-home SMUD vehicles may not be used for personal business or for any purpose other than authorized District business.

B. Meal Payments During Overtime

When CMIs are required to work overtime, CMIs who are unable to take a meal break are eligible for a meal payment of thirty dollars and forty cents (\$30.40). The normal practice is for CMIs to have meals every five (5) hours worked. All work hours apply towards overtime meal eligibility.

ARTICLE 21

FULL UNDERSTANDING / NON-NULLIFICATION

1. FULL UNDERSTANDING

- A. This Agreement sets forth the entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or Agreement by the parties, whether formal or informal, regarding such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that all benefits and working conditions provided by this Agreement shall remain unchanged during the term of this Agreement, unless expressly modified by mutual agreement through the meet and confer process.
- B. With regard to terms and conditions of employment not expressly covered by this Agreement, the parties recognize that during the term of this Agreement it may be necessary or desirable for SMUD to make changes on matters within the scope of representation. If and when SMUD finds it necessary to make such changes, it shall notify the OSE at least thirty (30) calendar days prior to the proposed implementation. At the request of the OSE, the parties shall meet and confer in a good faith effort to reach agreement over such matters that fall within the scope of representation.

If the parties are unable to reach agreement, the matter shall be resolved through the use of MED(iation)-ARB(itation). Agreements or decisions resulting from this process shall be binding on the parties.

2. CHANGE OF LAW AND NON-NULLIFICATION

If any provision of this Agreement, or the application of such provision(s), should be found invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, or applicable administrative regulations (e.g. CalPERS), all other provisions of this Agreement shall remain in full force and effect. In such event, the parties shall meet and confer in good faith within thirty (30) calendar days in an attempt to develop a replacement for the provision(s) found to be invalid.

APPENDIX A

REQUEST FOR WORK WEEK PATTERN

(See SMUD Form 3803, 6/24)

Hourly Work Week Schedule Request

Employee name: _____ Employee ID no: _____

Supervisor name: _____ Cost center: _____

Schedule change effective date (First day of the pay period): _____

Directions: Enter bi-weekly work week schedule requested with the days and times, including scheduled lunch break.

Note for timekeeper: If schedule template doesn't exist, please email this request to Time@smud.org and include the employee group the schedule will be applied to (OSE, IBEW, CONF or PSOA).

Week 1: Payroll week

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start time							
End time							
Meal break (duration)							
Total daily hours							
Total weekly hours							

Week 2: Non-payroll processing week

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start time							
End time							
Meal break (duration)							
Total daily hours							
Total weekly hours							

Supervisor approval: _____ Date: _____

For Time & Attendance use only	
Schedule ID: _____	Schedule description: _____
Entered by: _____	Date entered in WFS: _____
Policy sets: _____	



APPENDIX B

LIST OF UNIT 2 REPRESENTED JOB CLASSIFICATIONS

This list may not be all-inclusive and is subject to change by mutual agreement.

ACCOUNTING TECH	GENERATION DES III	SCHEDULING TECH
COMPUTER OPERS SPCLST (E)	GENERATION DES IV	SECRETARY
COMPUTER OPERS SPCLST (J)	GIS DATA TECH (E)	SERVICE DISPATCHER
CONSTR MGMT INSPCTR I	GIS DATA TECH (J)	SR CUST SVCS REP
CONSTR MGMT INSPCTR II	GRAPHIC DESIGNER	SR DESIGNER/DRAFTER
CONSTR MGMT INSPCTR III	HYDROGRAPHY SPCLST	SR DOC RECORDS SPCLST
CUST SVC REP I	I/T TECHNICIAN	SR ENERGY SPCLST
CUST SVC REP II	INVENTORY TECH	SR ENGINEERING TECH
DOC RECORDS SPCLST I	IPPS SPCLST I	SR FIELD SERVICE TECH
DOC RECORDS SPCLST II	IPPS SPCLST II	SR GIS DATA TECH
DRAFTING TECH I	IPPS SPCLST III	SR GRAPHIC DESIGNER
DRAFTING TECH II	LAND AGENT - A	SR MAPPER
ENERGY SPECIALIST (E)	LAND AGENT - B	SR OFFICE SPCLST
ENERGY SPECIALIST (J)	LAND AGENT - C	SR PRESS OPERATOR
ENGINEERING DES I	LEAD OFFICE TECH	SR STAFF SECRETARY
ENGINEERING DES II	MAPPER	SR SURV ENGRG TECH-COP
ENGINEERING DES III	MATERIAL PARTS CLERK	SR SURV ENGRG TECH-OFF
ENGINEERING DES IV	METER & SERVICE DESIGNER	STAFF SECRETARY
ENGINEERING TECH (E)	OFFICE ASST A	STEM CO-OP STUDENT ASST
ENGINEERING TECH (J)	OFFICE ASST B	STEM STUDENT ASST
EQUIP TESTING REP	OFFICE ASST C	STUDENT STAFF ASST
EQUIP TESTING REP ASST	OFFICE SPCLST I	SURVEY ENGRG TECH (J)
FIELD SERVICES TECH	OFFICE SPCLST II	TRADE SHOW COORD
FORMS ASSISTANT	OFFICE TECH	UTILITY SERV FIELD INVES
FORMS TECH	POWER QUALITY TECH	VEHICLE PARTS CLERK
GENERATION DES I	PRESS OPERATOR	
GENERATION DES II	PRIN ENGINEERING TECH	

APPENDIX C

LIST OF AGENCIES/COMPANIES TO BE SURVEYED

(For Classification and Pay Studies of Unit 2 positions during the term of this Agreement)

1. City of Alameda
2. City of Fairfield
3. City of Lodi
4. City of Palo Alto
5. City of Redding
6. City of Roseville
7. City of Sacramento
8. City of Santa Clara
9. City of Stockton
10. County of Sacramento
11. East Bay Municipal Utility District
12. Kaiser Permanente
13. Los Angeles Department of Water & Power
14. Modesto Irrigation District
15. Office of Personnel Management/US
16. Pacific Gas & Electric
17. Nevada Energy
18. State of California

APPENDIX D

SUPPLEMENTAL SIDE LETTERS OF AGREEMENT

The parties have agreed that the following Letter Agreements shall remain in effect for the term of this MOU or until such time as the provisions or term of the individual Letter Agreement are satisfied:

August 30, 1999 – Subject: Classification and Pay Studies setting forth procedures for an employee who wishes to request a classification and pay study of their desk.

May 28, 2010 – Subject: Contact Center Bidding Process, LR 10-022.

March 8, 2012 – Subject: Personal Computer Purchase Plan, LR 12-017.

November 14, 2012 – Subject: Contact Center – Voluntary Time Off (VTO), LR 12-042.

November 21, 2012 – Subject: Contact Center – Vacation Bid, LR 12-043.

November 27, 2012 – Subject: Contact Center – Distribution of Overtime, LR 12-045.

October 1, 2013 – Subject: Field Services Credit and Collections' Vacation Scheduling Process, LR 13-031.

October 7, 2013 – Subject: Customer Operations' Vacation Scheduling Process, LR 13-035.

March 4, 2015 (revised) – Subject: Contact Center Customer Service Representative (CSR) Progression, LR 15-007.

October 13, 2017 – Subject: Change to Retiree COLA and Enhancement to the Survivor Continuance Benefit, LR 17-021 (combines LR 13-006A & LR 14-002 {not executed}).

May 19, 2020 – Subject: Side Letter Agreement – Impacts of Discipline for Nondiscrimination Policy Violations, LR 20-008.

November 16, 2021 – Subject: Side Letter Agreement – Engineering Designer Progression, LR 21-012

June 28, 2023 – Subject: Side Letter Agreement – Inclement Weather 2 for 1, LR 22-009.

APPENDIX E

BENEFITS FOR UNIT 2 LIMITED-TERM, FULL-TIME EMPLOYEES

1. Dental, Medical, Vision, and Life Insurance Programs

- A. SMUD provides a number of plans from which eligible Unit 2 employees can choose. Eligibility for coverage and co-payment for each plan is the same for all eligible employees. The employee's coverage becomes effective the first month after employment as a limited-term employee. The employee must sign-up for the following coverages within thirty (30) calendar days of employment. Subsequent enrollment opportunities occur during the Annual Open Enrollment period or for allowable changes in status.
- 1) Medical Benefits
 - 2) Dental Benefits
 - 3) Vision Benefits
 - 4) Life Insurance - an age-based amount that equals 50% of the equivalent salary for a full-time employee rounded up to the nearest \$5,000.
- B. If an employee selects higher-cost medical plans or additional coverage for life insurance plans, the employee shall pay the additional premiums on a "pre-tax" basis. Please contact the People Services & Strategies Department for monthly premiums.

2. Flexible Benefits Program

- A. Limited-term, full-time employees in Unit 2 are given the opportunity to participate in SMUD's flexible benefits program to enroll in the following benefit plans: medical, dental, vision, and life insurance. This program allows the employee to choose which benefits they want for the calendar year.
- B. SMUD issues flex credits that give the employee purchasing power to "pay for" the benefits of their choice. Limited-Term employees receive a percentage of the flex credits allotted to Full-Time employees, as follows: 82.5% for 2022-2025. If the employee chooses benefits costing more than the flex credits provided by SMUD, the employee shall pay the difference through payroll deductions. The payments for most flexible benefits are made on a pre-tax basis, so the employee can save on taxes.
- C. If an employee is already covered and chooses not to enroll in SMUD-provided medical, dental, and/or vision plans, they can "opt out" of coverage and SMUD shall give the employee cash in exchange for the flex credits. Credits are paid to the employee on a monthly basis in the form of cash. Such payments are taxable income.

- D. Under the Flexible Benefits Program, base pay is the employee's annual earnings as of a certain date, excluding bonuses, commissions, overtime pay and other special compensation. Base pay for computing life insurance costs and coverage amounts is 50% of the equivalent salary for a regular employee.
- E. Contact the People Services & Strategies Department for the latest OSE Benefit Guide or individual plan documents for a more detailed explanation of the benefit options.

3. Supplemental Benefits

- A. Limited-Term, full-time employees may supplement their temporary disability payments with sick or annual leave credits. The employee cannot exceed 100% of their base salary.
- B. The following are not available to Limited-Term employees:
 - 1) Extended Compensation
 - 2) Short-term Disability
 - 3) Long-term Disability
 - 4) Medical or Dependent Reimbursement Flexible Spending Accounts (FSAs) under the flexible benefits program

Signature Page

Dated: _____

Organization of SMUD Employees

Sacramento Municipal Utility District

By: _____

Timothy K. Talbot
Lead Negotiator

By: _____

Michael Jarvis
Lead Negotiator

OSE Team Members:

SMUD Team Members:

Danette Shipley

Christopher Martin

Aaron Cager

Alcides Hernandez

Tamara Hill

Regina Hobie

Jennifer Harris-Evans

Jason Cameron

Kevin Lopez

Mackenzie Shea

Anna O'Brien

Approved as to form:

Ana Jimenez-Chavez

Laura Lewis
General Counsel

Approved:

Paul Lau
General Manager & CEO

INDEX

ANNUAL LEAVE PROGRAM	46	Change in Shifts	14
Accrual Rates	46	Work Schedules	11
Cancellation	48	Alternate Work Schedules	11
Eligibility	46	4/10 Work Schedule.....	12
Maximum Accumulation	46	9/80 Work Schedule.....	11
Payment for Unused.....	48	Continuation.....	12
Scheduling.....	47	Participation	12
Sell-Back.....	48	Special Work Schedules	13
Usage.....	47	INCENTIVES	
AUTOMATIC RESIGNATION	60	Financial & Safety	24
BENEFITS	29	JOB SHARING	68
Deferred Compensation	37	LAYOFF PROCEDURE	59
Dental.....	35	LEAVES OF ABSENCE	
Eligibility	29	Bereavement	49
Extended Compensation	37	Eligibility	49
Flexible Benefits Plan.....	37	Jury Duty and Court Appearances	49
Life Insurance	36	Personal Business.....	50
Limited Term Employees	75	Professional.....	50
Long Term Disability.....	36	Voting	49
Short Term Disability	36	MEDICAL	
Vision.....	35	TRANSFERS/ASSIGNMENTS	55
CONTRACTING OUT	68	MEDICALLY RESTRICTED DUTY	
DEFINITIONS	5	PROGRAM	68
DOMESTIC PARTNER	29	NO STRIKES, NO LOCKOUTS	68
FULL UNDERSTANDING	70	NON-NULLIFICATION	70
GRIEVANCES		ON CALL PAY	
Application.....	61	Regular	26
Committees	64	Short Notice	26
Definitions.....	61	ORGANIZATION SECURITY	
Procedure	62	Agency Shop.....	7
Representation.....	62	OSE Access To New Employee	
Resolution	65	Orientations.....	10
Settlement	65	OSE Release Time	8
Time Limits.....	61	Officers and Directors.....	8
HOLIDAYS	27	OSE Leave Bank.....	8
Floating	27	Union Business Leave.....	9
Regular	27	Use of District Facilities	8
Special.....	27	Bulletin Boards	8
HOURS OF WORK		Inter-Office Mail.....	8
Basic Work Week	11	Meeting Rooms/Access to Work	
Make-Up Time For Personal Business .	14	Locations.....	9
Meal Periods	13	OVERTIME	
Shifts and Start Times.....	13		

Cash Compensation/Compensatory Time	
Off.....	20
Changes in Meal Periods	22
Definition	20
Distribution	20
Eligibility	20
Maximum Overtime Allowed.....	21
Rest Periods	21
PERFORMANCE EVALUATION	
Schedule.....	57
POSITIVE DISCIPLINE	58
Discrimination/Harassment.....	58
For Cause	58
Substance Abuse Testing and	
Rehabilitation.....	58
SENIORITY.....	69
SHIFT DIFFERENTIAL	
Eligibility	23
Relief/Rotating Shifts.....	23
Second Shift.....	23
Third Shift.....	23
Wage Premium Payment.....	23
SICK LEAVE	
Annual Leave Conversion.....	44
Medical Verification/Release.....	45
Upon Retirement.....	45
Usage.....	44
SIDE LETTER AGREEMENTS.....	74
TECHNOLOGICAL CHANGES.....	68
TELECOMMUTING	69
TEMPORARY UPGRADES.....	24
TIME OFF	49
TRAINING ASSIGNMENTS	55

TRANSFER / PROMOTION PROCESS	
.....	53
TRANSFERS / PROMOTIONS	54
TRAVEL AND OTHER EXPENSES	
Back Country Travel.....	41
Communication.....	42
Licensing Fees	42
Miscellaneous	42
Temporary Change of Headquarters.....	41
Travel Expenses.....	41
TYPES OF EMPLOYEES.....	5
at will	5
Civil Service Employee	5
Full-Time Employee	5
Limited-Term Employee.....	5
Non-Civil Service	5
Non-Represented	
Contract Employee.....	6
Non-Represented Employee	5
Part-Time Employee	5
WAGES & CLASSIFICATIONS	
Entry Rates-New Employees	16
Future Salary Surveys	19
Merit Increases.....	17
Eligibility	17
Granting	18
Temporary Appointments	18
Withholding	18
Pay Period/Pay Days.....	16
Survey Agencies & Companies	73
Wage Schedule Progression for Slant	
Line Classifications.....	16
WORK CLOTHING.....	66
WORK WEEK PATTERN	71

RESOLUTION NO. 26-02-03

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

This Board accepts the monitoring report for **Strategic Direction SD-2, Competitive Rates**, substantially in the form set forth in **Attachment B** hereto and made a part hereof.

Approved: February 19, 2026

INTRODUCED: DIRECTOR SANBORN				
SECONDED: DIRECTOR FISHMAN				
DIRECTOR	AYE	NO	ABSTAIN	ABSENT
TAMAYO	X			
ROSE	X			
BUI-THOMPSON				X
FISHMAN	X			
HERBER	X			
KERTH	X			
SANBORN	X			

SACRAMENTO MUNICIPAL UTILITY DISTRICT

OFFICE MEMORANDUM

TO: Board of Directors

DATE: January 29, 2026

FROM: Claire Rogers *CR 1/29/26*

SUBJECT: Audit Report No. 28008022
Board Monitoring Report; SD-2: Competitive Rates

Internal Audit Services (IAS) received the SD-2 *Competitive Rates* 2025 Annual Board Monitoring Report and performed the following:

- Selected a sample of statements and assertions in the report for review.
- Compared sample to the corresponding supporting documentation to identify potential discrepancies.

All items sampled within the SD Report aligns with the supporting documentation provided at the time of review.

CC:

Paul Lau

Board Monitoring Report 2025 SD-2, Competitive Rates



1. Background

Strategic Direction 2, Competitive Rates states that:

Maintaining competitive rates is a core value of SMUD.

Therefore:

- a) The Board establishes a rate target of 18 percent below Pacific Gas & Electric Company's published rates on a system average basis. In addition, the Board establishes a rate target of at least 10 percent below PG&E's published rates for each customer class.
- b) SMUD's rates shall be competitive with other local utilities on a system average basis.
- c) In addition, SMUD's rates shall be designed to balance and achieve the following goals:
 - i) Reflect the cost of energy when it is used or exported to the SMUD grid;
 - ii) Reduce consumption during periods of high system demand;
 - iii) Encourage energy efficiency, conservation, and carbon reduction;
 - iv) Encourage cost effective and environmentally beneficial Distributed Energy Resources (DERs) (examples of DERs include but are not limited to rooftop solar, battery storage, and energy reduction applications);
 - v) Minimize the rate of change in the transition from one rate design to another;
 - vi) Provide customers flexibility and choices;
 - vii) Be as simple and easy to understand as possible;
 - viii) Address the needs of people with low incomes and severe medical conditions; and
 - ix) Equitably allocate costs across and within customer classes.

2. Executive summary

a) SMUD is in compliance with SD-2, Competitive Rates.

As of December 31, 2025, SMUD's rates remain among the lowest in the state and on a system average rate basis are 50.3% below Pacific Gas & Electric (PG&E) Company's, which is better than the SD-2 target of at least 18% below on a system average rate basis. Residential average rates are at least 47.1% below PG&E's residential average rates. See Figure 1 below for details.

There were two rate increases to SMUD's rates in 2025. Rates for all customers were increased by 2.75% on January 1, 2025 and 2.75% on May 1, 2025, as adopted by the Board on September 21, 2023. The reduction in the percentage below PG&E has decreased due to a combination of SMUD's rate increases and PG&E's overall rate decreases in 2025, as described in Appendix C. The overall rate advantage between SMUD and PG&E remains well above the SD-2 target of at least 18% on a system average basis.

Metric	2025 performance	2024 performance	5 year average
System average rates 18% below PG&E rates	50.3% below PG&E on a system average rate basis	52.2% below PG&E on a system average rate basis	47.0% below PG&E on a system average rate basis

2025 marked the continuation of several rate developments that balance the SD-2 requirements and help SMUD maintain our critical financial performance and metrics. In June 2025, the Board approved Rate Resolution 25-06-15 which included a 3% rate increase in both 2026 and 2027, allowing SMUD to continue to meet California mandates, while addressing the impacts of the current economy and inflation. Despite these rate changes SMUD anticipates continuing to meet SD-2 requirements in the future. These approved increases are lower than other electric utilities that raised rates in the state of California. These increases are driven by commodity price increases, compliance requirements and inflation, among other things as described in Section 4 below.

In June 2025, the Board approved a new optional rate for residential customers who have an electrical panel size of up to 125 Amps. This rate has the same structure as the standard Time-of-Day (5-8 p.m.) Rate but a lower monthly System Infrastructure Fixed Charge (SIFC) of \$17 and slightly higher per kwh energy charges. Customers with low electricity consumption and who take steps to further reduce their energy consumption could see savings under this optional rate. Bill impacts will vary based on specific energy patterns from customers and amount of usage. This rate, called the Time-of-Day (Low Use) Rate, will be available beginning January 2026. SMUD is identifying eligible customers with low monthly usage who may benefit from the new optional rate. Once identified, SMUD will recruit these customers with direct communications. Recruitment material includes a rate comparison report that shows the annual and monthly costs on the new optional rate and the standard Time-of-Day Rate, information on how to enroll, and answers to commonly asked questions. Smud.org has been updated with the latest rate information. A dedicated page is now available at smud.org/TODLowUse with all the details.

3) Additional supporting information

- a) The Board establishes a rate target of 18% below PG&E’s published rates on a system average basis. In addition, the Board establishes a rate target of at least 10% below PG&E’s published rates for each customer class.**

SMUD continues to maintain average rates that are lower than PG&E’s, both at a system level and by rate class. Figure 1 provides a detailed picture of the difference between SMUD’s and PG&E’s average rates by rate class in 2025 as well as the difference between rates in 2024.

Figure 1 – Summary of SMUD and PG&E Rate Comparison in \$/kWh

Customer		Rate Categories		Average Annual Rate		Difference	Difference	Difference
				PG&E	SMUD	Below PG&E*	Below PG&E*	
Class	Description	PG&E	SMUD	2025	2025	2025	2024	2025
Residential	Standard	E-1	TOD	\$0.4218	\$0.1975	-53.2%	-55.5%	113.6%
	Low Income	CARE***	EAPR & EAPRMED**	\$0.2466	\$0.1321	-46.4%	-50.9%	86.7%
All Residential				\$0.3566	\$0.1888	-47.1%	-50.1%	88.9%
Small Commercial****	<= 20 kW	B-1	GFN, CITS-0	\$0.4326	\$0.1931	-55.4%	-57.0%	124.0%
	21 - 299 kW	B-6	CITS-1	\$0.4287	\$0.1782	-58.4%	-59.8%	140.6%
Medium Commercial****	300 - 499 kW	B-10	CITS-2, CITP-2	\$0.3827	\$0.1674	-56.3%	-58.3%	128.7%
	500 - 999 kW	B-19	CITS-3, CITP-3, CITT-3	\$0.3359	\$0.1551	-53.8%	-54.6%	116.6%
Large Commercial****	=> 1 MW	B-20	CITS-4, CITP-4, CITT-4	\$0.2226	\$0.1275	-42.7%	-43.4%	74.6%
Lighting	Traffic Signals	TC-1	TS	\$0.4300	\$0.1519	-64.7%	-65.8%	183.1%
	Street Lighting	various	SLS,NLGT	\$0.4631	\$0.1783	-61.5%	-66.1%	159.7%
Agriculture	Ag & Pumping	AG	ASN/D,AON/D	\$0.3892	\$0.1683	-56.8%	-58.2%	131.3%
System Average				\$0.3478	\$0.1728	-50.3%	-52.2%	101.2%

Notes:

* 2025 average prices for SMUD with the rate increases effective 1-1-25 and 5-1-25. PG&E average prices in 2025 reflect rates effective 9-1-25, per Advice Letter 7684-E. The rate difference in year 2024 reflects PG&E average rates as of 10-1-24, per Advice Letter 7382-E dated 9-30-24, and SMUD rates effective 5-1-24.

** CARE vs EAPR includes EAPR & EAPRMED customers.

*** There is no indication from PG&E that their CARE rates include customers who have a medical allowance only.

**** Commercial rates include WAPA credits.

As seen in Figure 1, the rate competitiveness by rate class varies for the different customer classes and is at least 42.7% below comparable PG&E class average rates. Since the creation of this annual monitoring report, SMUD has consistently maintained rates that were more than 10% below PG&E's class average rates. See Appendix A for more details.

b) SMUD's rates shall be competitive with other local utilities on a system average basis

SMUD's system average rate is competitive with other local utilities as shown in detail in Appendix B. In general, we are seeing large rate increases across the other local utilities. Even with our approved rate increases in 2026-2027, SMUD's rates remain competitive. For example, Roseville had a 9% rate increase in June 2024 and another 9% increase in January 2025. In November 2024, Turlock Irrigation District approved rate increases of 5.6%, 5.6% and 5.5% for 2025, 2026 and 2027 respectively. Compounded, this equates to a 17.6% rate increase over a 3-year period. While PG&E's system average rates have decreased a total of 1.43% in 2025, their rates are still significantly higher when compared to SMUD's system average rate.

c) Reflect the cost of energy when it is used or exported to the SMUD grid

SMUD's TOD and restructured commercial rates were designed to more closely reflect the cost of energy when it is used, with prices highest during the peak time periods when the cost of energy is highest. We continually assess our rates as markets and our costs change to determine if any structural changes are needed, which is why we implemented TOD rates in 2018 and restructured our commercial rates in 2021. In 2021, the Board adopted the Solar and Storage Rate (SSR) to reflect the value of energy when it is exported to the grid. The rate has been in effect over the past four years, and as established in the SSR tariff, the export rate is reviewed every four years. Staff is in the process of updating the rate following the method approved by the Board in 2021 and will bring a recommendation to update the SSR export compensation rate for the next four years in early 2026.

d) Reduce consumption during periods of high system demand

Both the residential and commercial TOD rates send signals to customers to reduce their on-peak usage. The Peak time for residential customers is 5 p.m. to 8 p.m. while the Peak time for commercial customers is 4 p.m. to 9 p.m. These Peak time periods reflect the highest \$/kWh price to encourage customers to shift their energy usage outside of the Peak time period to reduce system load and help with carbon reduction goals.

The optional residential Critical Peak Pricing (CPP) rate charges a premium on energy delivered during those few critical times during the summer with highest demand, which reduces energy consumption and carbon emissions when the grid is most stressed. Additionally, customers on the CPP rate receive a discount on energy delivered during the summer Off-Peak and Mid-Peak time periods, encouraging them to shift their energy use to times when the grid is less stressed and clean energy is more abundant. The CPP rate is part of SMUD's portfolio of load flexibility programs that support load reduction and state regulations.

e) Encourage energy efficiency, conservation, and carbon reduction

SMUD continues to encourage energy efficiency, conservation and carbon reduction through the residential and non-residential TOD rates and a variety of programs, such as incentives to install storage, and offering a variety of rebates for energy-efficient appliances, heating and cooling systems, and energy-efficient LED lighting. TOD rates encourage customers to shift energy use from peak times when energy is more costly and is produced by a larger portion of carbon-emitting generation plants to off-peak times, when there is often excess carbon-free solar generation on our system. By shifting usage to times when non-carbon emitting resources are plentiful, customers not only save money, but they also contribute to reducing carbon emissions and help SMUD achieve our carbon reduction goals. The residential and restructured commercial TOD rates were designed to be revenue neutral, so customers can save money if they shift or reduce their usage from peak hours. More detailed information about rebates and energy savings tips can be found on smud.org.

f) Encourage cost effective and environmentally beneficial Distributed Energy Resources (DERs) (examples of DERs include but are not limited to rooftop solar, battery storage, and energy reduction applications)

The Solar and Storage Rate (SSR) was designed to work with a series of programs and incentives to help SMUD reach its 2030 Zero Carbon Plan. SMUD started the My Energy Optimizer (MEO) program with expanded storage incentives to encourage customers to invest in battery storage, which could enable the customer to gain additional value from their investment. The CPP rate provides customers with solar and storage even more of an opportunity to increase the value of their system, by providing a significantly larger incentive to send power to the grid during critical events. The CPP rate also encourages customers to adopt smart thermostats, as they may be able to save money on the CPP rate if they use the thermostat to adjust their energy usage.

Customers that live in multi-family properties with as few as four units can now take advantage of the benefits of solar through the new Multi-Tenant Solar option. This program has been expanded from serving only low-income households to including all qualifying residents. In the Multi-Tenant Solar option, the building owner may install solar, with the benefits of that solar allocated to the residents, providing an avenue for customers to adopt solar even though they do not own their own home.

SMUD incentivizes two different technologies for customers to enroll in the My Energy Optimizer (MEO) program. MEO Partner is for customers that want to participate with their smart thermostat, and upon enrollment, can voluntarily adopt the CPP rate. There are currently 38,087 smart thermostats enrolled in the program. MEO Partner+ is for customers that want to participate with their battery storage system. The enrollment incentive was increased to \$5,000 per battery with a maximum of \$10,000 per customer to expand the program and support the battery market. There are

currently 1,665 batteries enrolled in the program. In 2025, the MEO program was able to reduce electricity usage by approximately 18 MW during curtailment events.

g) Minimize the rate of change in the transition from one rate design to another

SMUD follows this principle through gradualism and balance between rate implementation and customer satisfaction when making rate structure changes in combination with rate increases. For example, the Commercial Rate Restructure (CRR) is being phased in over an 8-year period to mitigate bill impacts. The last year of the CRR glidepath is 2028. In addition, we re-negotiated a customer contract to gradually transition them to the standard rates over the course of 3 years.

h) Provide customers flexibility and choices

SMUD provides flexibility and rate options to its customers. Residential customers may select custom due dates, budget billing, and solar customers can choose between monthly or annual settlement options. Residential customers are placed on TOD, but they may select the fixed rate, the recently adopted optional low use rate or the CPP rate. All customers may make online payments and set up billing alerts. In addition, qualified commercial customers moving to SMUD's service area may choose between two different Economic Development Rate discount structures, selecting the option that best suits their needs. In the case of very large commercial loads, SMUD also offers special retail agreements to balance meeting the needs of these large customers and pricing that promotes load growth, business attraction, and retention while avoiding impacts to other customer classes.

i) Be as simple and easy to understand as possible

SMUD works to make sure its many programs and rates are simple and easy to understand. For example, staff designed its TOD rates and restructured commercial rates to balance simplicity while still reflecting the cost of energy when it is used. Ongoing customer outreach and education assists customers in understanding new rate designs, pilots and programs.

j) Address the needs of people with low incomes and severe medical conditions

SMUD continues its commitment to supporting income-eligible customers and those with medical needs through dedicated discount programs. The Energy Assistance Program Rate (EAPR) and Medical Equipment Discount Rate (MED Rate) provide qualifying customers with monthly bill discounts. EAPR discounts are based on Federal Poverty Level (FPL), with the greatest assistance directed to those most in need. Additional financial relief is available through the EAPR Rate Stabilization Fund (ERSF), which offers further discounts to the most vulnerable income-eligible customers. This fund is replenished annually using discretionary, non-retail rate revenue to avoid impacting future rate adjustments.

To increase program awareness and enrollment, SMUD has formed several Interagency Agreements with community organizations, through which we have identified and successfully enrolled eligible customers in the EAPR program. Additionally, customers who have experienced three disconnections and have past due balances exceeding \$500 within the past 12 months are actively identified and encouraged to apply for EAPR, helping to improve their energy affordability.

In addition to EAPR and MED, in 2025, SMUD's Customer Assistance programs supported 1,566 customers by providing energy education, facilitating energy-efficient upgrades and repairs, and advancing SMUD's Clean Energy Vision through building and transportation electrification initiatives. These efforts effectively reduce customers' overall energy burden while improving home comfort, sustainability, and energy affordability.

k) Equitably allocate costs across and within customer classes

To ensure costs are equitably allocated across and within customer classes, staff updates SMUD's marginal cost study and performs rate costing studies and value of solar studies prior to recommending rate structure changes, such as with TOD, the Commercial Rate Restructure and SSR.

4) Challenges

Rate Pressures

SMUD continues to face cost pressures for clean energy compliance and state mandates, as well as make investments in new generation and storage assets to ensure the safe and efficient operation of the grid. Additionally, we continue to face cost pressures due to wildfire and inflation impacts, along with expenses to maintain a reliable and resilient grid. In addition, increased costs for wildfire management, reliability of our hydro facilities, customer programs to support our clean energy vision, and inflation all added pressure to maintaining SMUD's bottom line. These rate pressures were the rate increase drivers and are detailed in the 2025 General Manager's (GM) Report available on smud.org.

5) Recommendation

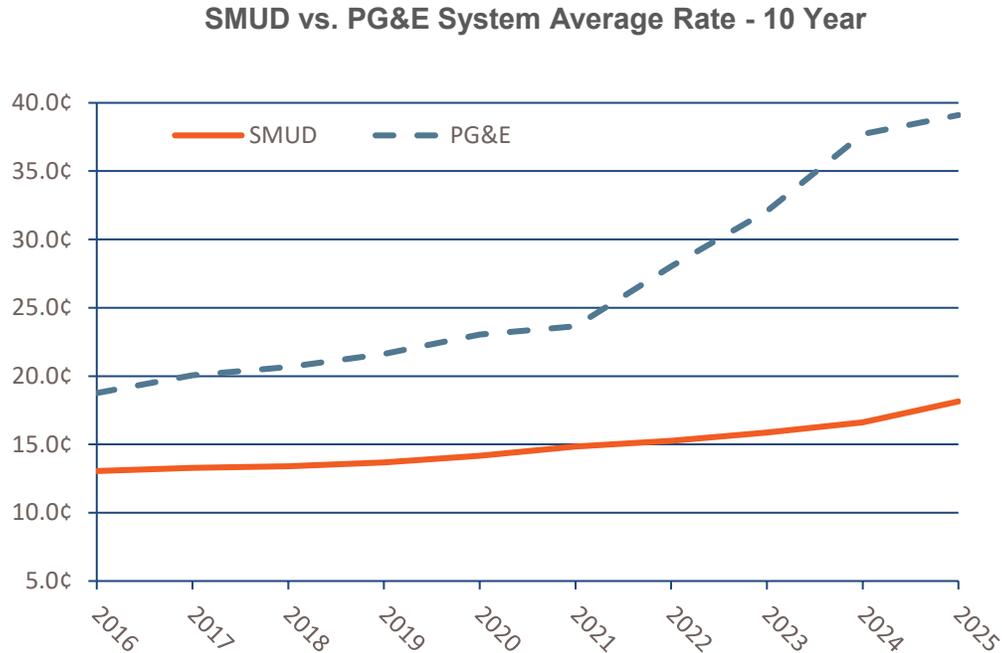
It is recommended that the Board accept the Monitoring Report for SD 2, Competitive Rates.

Appendices

Appendix A: Historical Rate Comparison with PG&E

Figure 2 compares SMUD and PG&E's actual system average rates for the past 10 years. SMUD's system average rates have averaged 40% below PG&E since 2016. These figures may differ from those in Figure 1, as Figure 1 is based on forecasted numbers while these numbers are based on actuals.

Figure 2 – SMUD and PG&E Historical System Average Rate Comparison



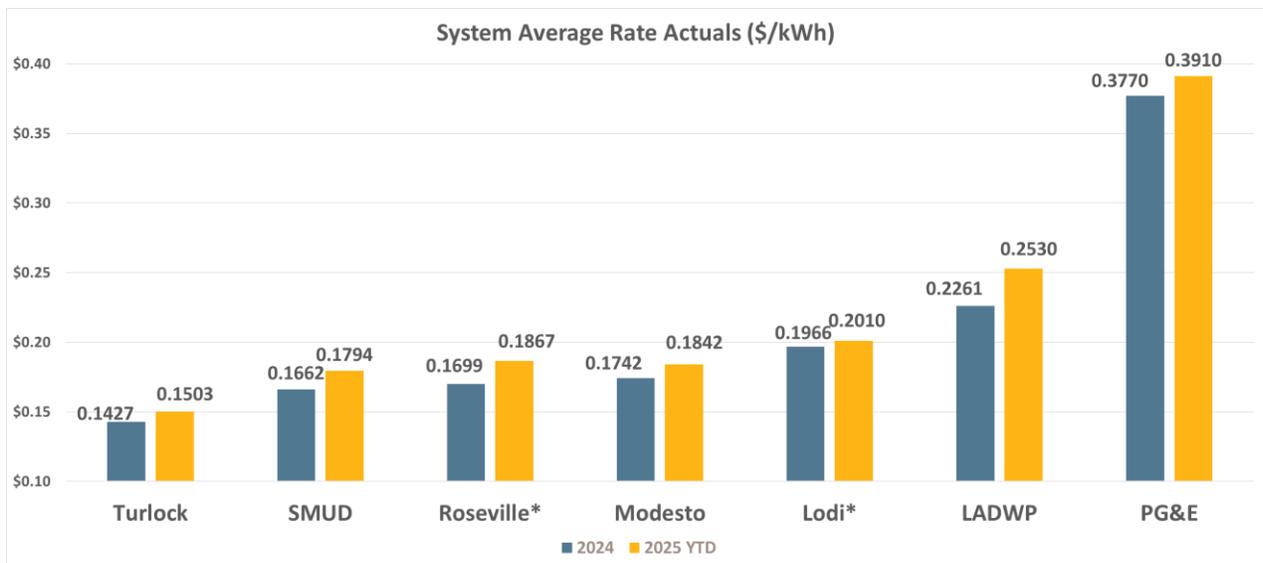
Appendix B: Local Utility Rates

- **Modesto Irrigation District (MID):** On November 14, 2023, the MID Board of Directors approved another round of rate increases of an additional 7.5% for January 2024, and a subsequent 5.5% increase for 2025 to cover costs and power supply cost pressure. A Power Cost Adjustment (PCA) designed to reflect fluctuating power supply costs was also adopted and has been applied monthly to customer bills in 2025. The range of the PCA for 2025 was \$0.00000/kWh-\$0.01222/kWh.
- **Turlock Irrigation District (TID):** TID's board recently approved rate increases of 5.6% in both 2025 and 2026, and 5.5% in 2027. In 2025, the Power Supply Adjustment, which is reviewed twice a year on June 1 and December 1, changed from a \$0.000/kWh charge to a \$0.002/kWh credit in June and a \$0.003/kWh charge in December. Prior to 2025, TID did not have a base increase since 2015, allowing its rates to remain comparatively low.
- **Roseville Electric:** Roseville Electric increased their rates by 9% on June 1, 2024 and another 9% on January 1, 2025. The utility stated that the increases were necessary to cover rising fuel costs and to ensure the utilities financial stability. Beginning on January 1, 2025, Roseville Electric's temporary 8% energy surcharge, enacted in February 2023, became permanent.

- Lodi Electric: Lodi does not anticipate any rate increases until 2030. However, Lodi has a monthly energy cost adjustment that adjusts as power costs increase or decrease. The range of the energy cost adjustment for Fiscal Year 2024/2025 was \$0.0055/kWh to \$0.0598/kWh, so customers are exposed to monthly bill volatility as this cost adjustment varies month to month.
- Los Angeles Department of Water and Power (LADWP). LADWP did not have a base rate increase in fiscal year 2024-2025. LADWP does have a pass-through rate mechanism that adjusts quarterly with costs, outside of any base rate increases. This Energy Cost Adjustment (ECA) ranged between \$0.10499 and \$0.11510 for 2025.

SMUD’s system average rate remains competitive, as shown in Figure 3. Figure 3 uses 2024 data from the U.S. Energy Information Administration (EIA), which is the most recent actual yearly data available. 2025 values are based on averaged monthly figures through September 2025. Roseville and Lodi do not participate in the reporting of monthly data, however, self-reported figures are included below. These figures may differ from those in Figure 1, as Figure 1 is based on forecasted numbers while these numbers are based on actuals. System average rates in dollars per kWh is a typical benchmark used in the industry to compare rates and are calculated by taking total electric revenue and dividing it by total kWh retail sales.

Figure 3 – Utility System Average Rate Comparison (\$/kWh)



* Does not participate in reporting monthly EIA data, value shown is self-reported.

Including pass-through mechanisms in rates is a common utility practice, allowing utilities to collect enough revenue to cover their costs without having to increase rates in a formal rate proceeding. SMUD has the Hydro Generation Adjustment, which allows for a small additional charge on customer bills in the event of less than median precipitation. Any pass-through mechanisms that utilities have are included in

Figure 4 details the pass-through mechanisms some of SMUD’s neighboring utilities have as part of their rate structures.

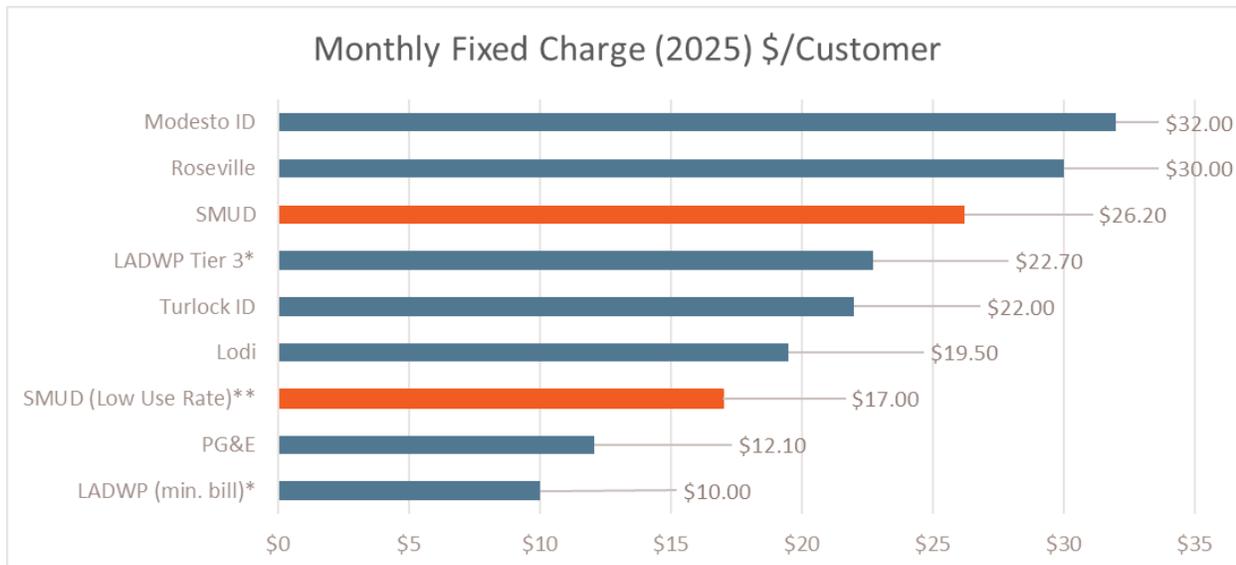
Figure 4 – Utility Pass-through Mechanisms

Utility	Pass through
SMUD	Hydroelectric Generation Adjustment
Modesto Irrigation District	Capital Infrastructure Adjustment
	Environmental Energy Adjustment
	Power Cost Adjustment
Turlock Irrigation District	Power Supply Adjustment
	Environmental Charge
	Public Benefits Surcharge
Roseville Electric	Renewable Energy Surcharge
	Greenhouse Gas Surcharge
	Hydroelectric Adjustment
Lodi Electric	Energy Cost Adjustment
LADWP*	Energy Cost Adjustment
	Electric Subsidy Adjustment
	Reliability Cost Adjustment

* LADWP has other adjustments to reflect approved rate increases.

Including a fixed charge amount on residential customer bills is also a common utility practice. The fixed charge allows for revenue collection for fixed assets that do not vary with electricity consumption. Figure 5 below outlines the fixed charge amount of SMUD’s neighboring utilities and SMUD’s System Infrastructure Fixed Charge (SIFC). Figure 5 also includes SMUD’s new Optional Time-of-Day (Low Use) Rate, which may benefit SMUD’s residential customers who have lower electricity consumption.

Figure 5 – Monthly Residential Fixed Charge Amount



* LADWP's Tier 1 fixed charge is \$2.30 and Tier 2 fixed charge is \$7.90 but they have a minimum bill of \$10 per month.

** SMUD’s SIFC charge on the Optional TOD (Low Use) Rate will be \$17.00 when it goes into effect January 1, 2026.

Appendix C: PG&E Updates

Overview of PG&E's recent rate proceedings

In 2025 PG&E had three rate changes, decreasing the system average rate in \$/kWh from \$0.3493 in 2024 to \$0.3478 in 2025 as shown in Figure 6.

Figure 6 – PG&E 2024-2025 Rate Changes

	PG&E Rate Changes in 2024						Annual
	January	March	April	July	September	October	2024
Rate Change (%)	17.10%	0.10%	1.30%	-9.00%	0.70%	2.90%	11.97%
System Rate (\$/kWh)*	\$0.3657	\$ 0.3661	\$ 0.3708	\$ 0.3373	\$ 0.3395	\$ 0.3493	

	PG&E Rate Changes in 2025			Annual
	January	March	September	2025
Rate Change (%)	-0.70%	1.50%	-2.20%	-1.43%
System Rate (\$/kWh)*	\$ 0.3504	\$ 0.3556	\$ 0.3478	

*Includes California Climate Credit

PG&E Rate Change Process

In 2024, the CPUC approved a plan for PG&E to convert part of consumers electric bills to a flat rate based on their income. The fixed charge will be \$24.15 starting in January 2026 and accompany a reduction in energy costs. For customers enrolled in low-income qualified programs the fixed charge will be \$6-12 per month.

Every four years PG&E files a request with California Public Utilities Commission (CPUC) with their proposed general rate increases. For 2025, most of the rate increase was driven by the general rate case (GRC) which supports the continued implementation of the utility's wildfire mitigation plan, safety and reliability investments, capacity upgrades and climate and clean energy goals. PG&E projects that residential electric rates will be lower in 2026 because cost recovery included in current rates will expire. Removing those costs from rates will help offset proposed increases including the 2027 GRC. Per the most recent filing dated 5/15/25, PG&E proposed a system average rate increase of 5.0%, 2.8%, 2.9%, and 3.0% for 2027-2030, respectively.

In December 2025, the CPUC reduced PG&E's allowed Return on Equity (ROE) from 10.28% to 9.98%. The ROE is the allowed rate of return on capital projects and is how PG&E provides a profit to its shareholders. Lowering the ROE does not automatically lower customer bills. The impact depends on a

variety of factors, including which utility projects are approved, which investments are added to the rate base, and how much infrastructure spending PG&E proposes in the future. Staff will monitor the impacts on future rate changes and customer bills of this slight reduction in the ROE moving forward.

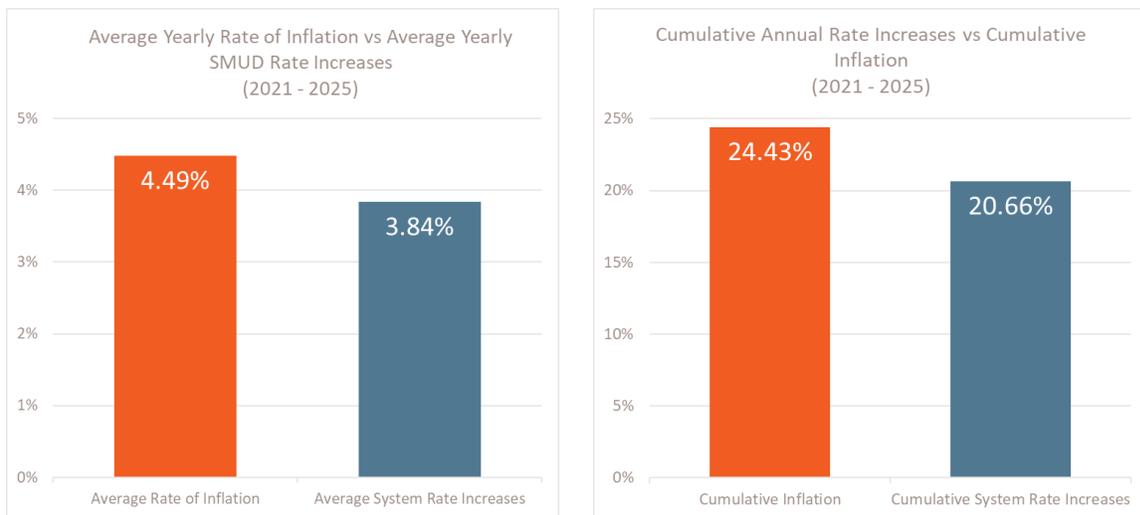
PG&E Residential Time-of-Use Rate

PG&E offers its residential customers a default time-of-use rate (E-TOU-C) that has a peak time-period from 4 p.m. to 9 p.m. every day. Customers may choose from a selection of alternative rates, including an optional E-TOU-D (5-8 p.m.) rate which has a shorter 3-hour Peak time-period during weekdays only.

Appendix D: Historical Rate Increases

Figure 7 shows that SMUD’s historical rate increases have been below inflation, which is based on the Consumer Price Index (CPI) over the past 5 years.

Figure 7 – 2021–2025 Rate Increases vs Inflation*



*Cumulative totals are calculated using compounded inflation and rate increases.

Figure 8 shows SMUD's rate increases by year since 2005.

Figure 8 –Residential vs. Non-Residential Rate Increase and Energy Surcharge by Year

Year	Rate Increase		Hydro Generation
	Residential	Non-Residential	
2005	6.00%	6.00%	N/A
2006	0.00%	0.00%	N/A
2007	0.00%	0.00%	0.00%
2008	7.00%	7.00%	0.00%
2009	5.50%	5.50%	0.00%
2010	5.50%	5.50%	0.034%
2011	2.25%	2.25%	0.00%
2012	0.00%	0.00%	0.00%
2013	0.00%	0.00%	0.00%
2014	2.50%	2.50%	0.00%
2015	2.50%	2.50%	1.267%
2016	2.50%	2.50%	0.00%
2017	2.50%	2.50%	0.00%
2018	1.50%	1.00%	0.00%
2019	0.00%	1.00%	0.00%
1/1/2020	3.75%	3.75%	0.00%
10/1/2020	3.00%	3.00%	0.00%
1/1/2021	2.50%	2.50%	0.00%
10/1/2021	2.00%	2.00%	0.00%
3/1/2022	1.50%	1.50%	0.00%
1/1/2023	2.00%	2.00%	0.00%
1/1/2024	2.75%	2.75%	0.00%
5/1/2024	2.75%	2.75%	0.00%
1/1/2025	2.75%	2.75%	0.00%
5/1/2025	2.75%	2.75%	0.00%
1/1/2026	3.00%	3.00%	0.00%
1/1/2027	3.00%	3.00%	0.00%

RESOLUTION NO. 26-02-04

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

This Board accepts the monitoring report for **Strategic Direction SD-3, Access to Credit Markets**, substantially in the form set forth in **Attachment C** hereto and made a part hereof.

Approved: February 19, 2026

INTRODUCED: DIRECTOR SANBORN				
SECONDED: DIRECTOR FISHMAN				
DIRECTOR	AYE	NO	ABSTAIN	ABSENT
TAMAYO	X			
ROSE	X			
BUI-THOMPSON				X
FISHMAN	X			
HERBER	X			
KERTH	X			
SANBORN	X			

SACRAMENTO MUNICIPAL UTILITY DISTRICT

OFFICE MEMORANDUM

TO: Board of Directors

DATE: January 29, 2026

FROM: Claire Rogers *CR 1/29/26*

SUBJECT: Audit Report No. 28008023
Board Monitoring Report; SD-3: Access to Credit Markets

Internal Audit Services (IAS) received the SD-3 *Access to Credit Markets* 2025 Annual Board Monitoring Report and performed the following:

- Selected a sample of statements and assertions in the report for review.
- Compared sample to the corresponding supporting documentation to identify potential discrepancies.

All items sampled within the SD Report aligns with the supporting documentation provided at the time of review.

CC:

Paul Lau

Board Monitoring Report 2025

SD-3 Board Strategic Direction on Access to Credit Markets



1. Background

Strategic Direction 3 on Access to Credit Markets states that:

Maintaining access to credit is a core value of SMUD.

Therefore:

- a. For SMUD's annual budgets, the Board establishes a minimum target of cash coverage of all debt service payments (fixed charge ratio) of 1.5 times.
- b. When making resource decisions, SMUD shall weigh the impacts on long-term revenue requirements, debt, financial risk and flexibility.
- c. SMUD's goal is to maintain at least an "A" rating with credit rating agencies.

2. Executive summary

SMUD relies on the use of borrowed funds to pay for a portion of its capital needs on an ongoing basis. The Board adopted SD-3, Access to Credit Markets, to help ensure that SMUD maintains the ability to raise new money at competitive rates in the bond market as needed. Making prudent use of borrowed funds to finance capital improvements helps SMUD to mitigate major rate adjustments in periods of intensive capital expansion, and allows SMUD to allocate the costs of those improvements over their useful lives to the customers who benefit from them. Maintaining access to credit markets supports our objective to be financially flexible to make necessary and timely investment and take advantage of opportunities while remaining competitive.

One of the most important indicators of an organization's ability to access credit markets is the independent assessment made by credit rating agencies. SMUD is rated by the three major rating agencies: Standard & Poor's (S&P), Moody's, and Fitch, which review SMUD's credit on approximately an annual basis. The credit ratings assigned are intended to give investors the rating agency's view of the likelihood that SMUD will repay principal and pay interest on bonds when due. They utilize financial metrics in assessing creditworthiness such as the Fixed Charge Ratio that measures revenue sufficiency to meet obligations, and Days Cash on Hand, a measure of liquidity. They also measure leverage and the capacity to finance future capital projects without placing undue burden on customers, either through borrowing or within our rate structure. SMUD's overall governance and risk

management practices are also important to the agencies, along with the ability and willingness to raise rates when necessary while maintaining competitive low-cost energy for our customers.

As indicated in the attached ratings agency reports, SMUD demonstrates robust metrics, and, thanks to well-managed cash flow, has the flexibility to target a more conservative fixed charge ratio. The most recent SMUD credit reports from both Moody's and Fitch also specifically cite the Board's demonstrated willingness to raise rates to support financial performance.

Additionally, there are external factors, such as wildfire liability and regulatory factors that have an impact on ratings. Despite SMUD's robust vegetation management, asset management, and wildfire mitigation programs, concerns persist due to wildfire activities elsewhere in the state, which exerts downward pressure on SMUD's credit ratings.

Credit ratings heavily impact an organization's ability to borrow money in the municipal markets, as well as the interest rates they will be required to pay. Higher credit ratings translate into lower borrowing costs. For example, if SMUD's credit ratings were to fall into a lower category, from AA to A, the impact at today's rates would be approximately \$242k/year for every \$100 million borrowed. However, during periods of financial turmoil, such as experienced in 2007 or 2020, the benefit of having higher credit ratings increases. In the past higher credit ratings have allowed SMUD to access credit markets sooner, more easily, and at a lower interest rate than other lower rated utilities.

Credit ratings also impact an organization's ability to conduct general business transactions. Trading partners utilize credit ratings as a factor in assessing their willingness to transact with SMUD, and to determine commercial terms. Stronger credit ratings enable SMUD to negotiate better terms and conditions for contracts, including power purchase agreements, and commercial insurance policies. For example, SMUD's healthy credit ratings minimize the amount of collateral posting required under many of its commodity contracts to hedge fuel and power. Likewise, if SMUD's ratings were to drop from current levels, collateral posting requirements would increase accordingly. In some cases, a reduction in SMUD's credit ratings below a certain threshold would give our counterparty the right to terminate the contract.

In addition to cash on hand, SMUD maintains a liquidity program consisting of a commercial paper program and a line of credit. The commercial paper program enables SMUD to issue up to \$400 million of commercial paper notes to obtain funding quickly, when it's necessary to maintain our liquidity levels. Our lines of credit allow SMUD access to up to \$150 million on short notice with the advantage that it isn't dependent on investor demand. The commercial paper program and line of credit are instrumental in providing comprehensive liquidity support for SMUD operations and capital initiatives. The liquidity program helps to maintain our credit ratings and mitigate many enterprise risks that are otherwise difficult or financially

prohibitive to mitigate through standard means. The commercial paper program and line of credit are structured with agreements from four separate banks, further reducing concentration risk and enhancing overall execution.

To protect SMUD's financial strength, credit ratings, and operations, SMUD maintains comprehensive property and casualty insurance to guard against catastrophic losses. Insurance programs are continuously reviewed and modified when construction, operational exposures, or developments in the insurance industry so warrant. SMUD's strong financial position, long term relationships with a variety of insurers, and its liquidity program minimize SMUD's susceptibility to the volatility of insurance market cycles. SMUD maintains cash on hand and access to credit to meet potential insurance deductibles and self-insured liability claims and has had no claims that have exceeded coverage limits.

SMUD has remained in compliance with SD-3 as evidenced by the following:

- a. Maintained key financial metrics, including a fixed charge ratio above the minimum policy target of 1.50 times.
 1. 2.83 times in 2024
 2. 3.71 times in 2025 (forecasted figure as of December 31, 2025)
 3. 2.69 times in 2026 (projected in 2026 Budget)
- b. In 2025, Fitch and Moody's affirmed SMUD's senior credit ratings at 'AA' and 'Aa2' respectively (Aa2 is the Moody's equivalent of AA), and remain unchanged from 2024. S&P continues to rate SMUD at a AA credit rating, but in early 2025 placed SMUD on negative outlook, along with many other California utilities, due to wildfire risk concerns.
- c. Issued \$100 million new money in certified green put bonds locking in a 7-year fixed rate, \$100 million certified green new money long term fixed rate debt and rolled \$100 million in put bonds into a fixed 6-year new term. These transactions successfully mitigated interest rate risk in a volatile market environment by strategically refunding \$75 million of variable Commercial Paper debt.
- d. SMUD successfully issued \$50 million of Green Commercial Paper (CP) in April and May. The issuances were the first Green CP notes issued by any U.S. municipal electric utility, and carried the Kestrel-Verified Green Commercial Paper Certificate, an independent external review from Kestrel, a leading verifier of green bonds in U.S. public finance.
- e. Executed a defeasance of the remaining SFA bonds, reducing debt service by \$13.8 million each year through 2030. These bonds were originally issued to finance the Cosumnes Power Plant and represent the last outstanding bonds

associated with SMUD's gas thermal power plants. The defeasance decarbonized SMUD's debt portfolio and provides flexibility to retool or modify the plant. Additionally, the defeasance enabled SMUD to consolidate SFA assets into SMUD, significantly reducing future administrative costs.

- f. Received two Investment Tax Credits (ITC) payments of \$91.7 million for Solano 4 and \$1.5 million for Mitsubishi Electric Power Product Inc ("MEPPI") battery energy storage system, under provisions of the Inflation Reduction Act.
- g. Additional supplemental contributions of \$26 million were made to CalPERS as part of our ongoing efforts to actively monitor and manage our unfunded pension liability. This obligation is something that rating agencies are increasingly focusing on in their reviews, and addressing this unfunded liability sooner helps to prevent rate impacts. These costs would continue to grow into the future since paying only the required minimum payments may not fully mitigate the compounding nature of the outstanding liability. SMUD's most current valuations show the Pension funded status at 86.7% as of June 30, 2024, and the funded status of Other Post Employment Benefits (OPEB) at 91% as of June 30, 2024.
- h. Amidst a stabilizing yet still challenging insurance market, the property and casualty insurance programs were successfully renewed at or below budget, with expanded limits and improved terms. Despite the significant challenges posed by the devastating wildfires in Southern California at the beginning of the year, SMUD secured ample capacity in both the property and wildfire insurance markets. The property program is now fully insured, while wildfire coverage limits were increased by \$25 million and self-insured portions were reduced by 35%. These outcomes represent a significant advancement in SMUD's risk management and financial protection.
- i. Leveraged the SMUD Insurance Captive to support the Sustainable Communities Program efforts to expand the Shine Award Program to community nonprofit organizations. In this challenging insurance market, small nonprofits often struggle to afford the insurance required to participate in SMUD's grant programs. By using the Captive to offer excess insurance coverage for Shine Award exposure, SMUD helps remove barriers for these organizations, strengthening our community, and supporting their valuable work.

3. Additional supporting information:

Details on SMUD specific credit strengths, ratings variables, and potential challenges to SMUD's credit are listed below.

Financial Strengths:

Maintaining SMUD's financial strength is a key component to continually accessing

credit markets. Below is a list of SMUD specific financial strengths mentioned in recent rating agency reports:

- a. Strong financial operations management
- b. Strong financial performance with fixed charge ratio averaging around 2.0x during the last 2 years
- c. Robust liquidity
- d. Low operating costs
- e. Competitive rates
- f. Diverse resource portfolio
- g. Favorable debt and liabilities profile
- h. Proactive planning and hedging practices
- i. Timely rate setting record
- j. Strong wildfire mitigation activities

Ratings Variables:

The rating agencies evaluate a number of factors in deriving municipal power ratings. These include:

- a. Financial ratios and metrics
- b. Rate competitiveness
- c. Cost of production/purchased power (particularly with respect to higher cost renewables)
- d. Risk management practices
- e. Service area demographics
- f. Regulatory factor

4. Challenges:

Below are comments from recent rating agency reports regarding challenges to SMUD's financial strength that could affect SMUD's ability to access credit markets:

- a. Wildfire liability and inverse condemnation exposure
- b. More significant capital spending affecting rate competitiveness and key financial metrics
- c. Substantially weakened competitive position or reduced ability to maintain liquidity and fixed charge ratios
- d. Prioritizing environmental goals or rate affordability at the expense of maintaining a strong financial profile

5. Recommendation:

It is recommended that the Board accept the Monitoring Report for SD SD-3 Board Strategic Direction on Access to Credit Market

RESOLUTION NO. 26-02-05

WHEREAS, the **California Surplus Land Act** (the **Act**) states that a “local agency” such as SMUD may only sell “land owned in fee simple ... for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use”; and

WHEREAS, the **Act** provides for a local agency’s governing body to designate such surplus land as “exempt surplus land,” with designated exemption classifications including (1) sales of property that are less than 1/2 acre in size and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes and (2) land transferred to a local, state, or federal agency; and

WHEREAS, SMUD owns 0.10 acres of vacant land in Sacramento County (APN 265-0173-009-0000) located in the residential area of north Sacramento, south of Alamos Ave., east of Amaranth Alley that was formerly the site for the **Alamos Substation (Alamos Substation property)** and that is less than 1/2 an acre in size and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, staff has determined the **Alamos Substation property** is not needed for any other SMUD business purpose; and

WHEREAS, SMUD owns 0.27 acres of vacant land in Sacramento County (APN 061-0051-036-000) located at 7901 Amador Ave., Sacramento (**Amador property**) and that is less than 1/2 an acre in size and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, staff has determined the **Amador property** is no longer needed for any SMUD business purpose and has initiated the disposition process with the **City of Sacramento**, which has expressed interest in obtaining the **Amador property**; and

WHEREAS, SMUD acquired 0.74 acres of vacant land in El Dorado County (APN 012-070-023) located adjacent to **Ice House Reservoir (High Point**

property) for the sole purpose of building a day use area on-site and transferring the improved property to the **U.S. Forest Service** in order to comply with SMUD's obligations under the **Upper American River Project (UARP) Federal Energy Regulatory Commission (FERC) License**, and in that connection, the **U.S. Forest Service**, a federal agency, is interested in acquiring ownership of the **High Point property**; and

WHEREAS, staff recommends the **Alamos Substation property**, the **Amador property**, and the **High Point property** be declared exempt surplus land; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

Section 1. That this Board finds that the former **Alamos Substation property** is not needed for any other SMUD business purpose and declares it is exempt from the **Surplus Land Act** because it is less than 1/2 acre in area and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

Section 2. That this Board finds that the former **Amador property** is not needed for any other SMUD business purpose and declares that it is exempt from the **Surplus Land Act** for each of the two following independent reasons: it is (a) less than 1/2 acre in area and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes and (b) intended to be transferred to a local agency (the **City of Sacramento**).

Section 3. That this Board finds that the former **High Point property** is not needed for any other SMUD business purpose and declares it is exempt from the **Surplus Land Act** because it was acquired for the sole purpose

of transferring it to, and it will be transferred to, a federal agency (the **U.S. Forest Service**).

Approved: February 19, 2026

INTRODUCED: DIRECTOR SANBORN				
SECONDED: DIRECTOR FISHMAN				
DIRECTOR	AYE	NO	ABSTAIN	ABSENT
TAMAYO	X			
ROSE	X			
BUI-THOMPSON				X
FISHMAN	X			
HERBER	X			
KERTH	X			
SANBORN	X			

President Tamayo then called for public comment for items not on the agenda.

Written public comment, copies of which are attached, was received from the following members of the public:

- Steve Uhler
- John Weber

President Tamayo then turned to Directors' Reports.

Director Rose reported on his participation in and attendance at the MLK 44th Annual March for the Dream, the Sacramento Metropolitan Chamber of Commerce 131st Annual Dinner and Business Awards, the Roseville Chamber of Commerce Installation Dinner, the Cleaner Air Partnership Luncheon, the North State Building Industry Association (BIA) Installation of Officers, and the Planning and Conservation League (PCL) Foundation 2026 California Environmental Assembly. He concluded by reporting on his attendance at the DistribuTECH Conference.

Director Fishman reported on his speaking engagements with the Arden Arcade Rotary Club and the Renaissance Society Class where he spoke on SMUD's 2030 Zero Carbon Plan. He then reported on his attendance at the Sacramento County Farm Bureau Annual Dinner, his emcee duties for the Project R.I.D.E. annual fundraising crab feed, his participation in the MLK March for the Dream, and his attendance at the Sacramento Area Council of Governments (SACOG) Blueprint Adoption event. He concluded by reporting on his attendance, along with President Tamayo, at the El Dorado County Chamber of Commerce Annual Awards and Installation Dinner, where SMUD employee Jason McAlister, Director of Grid Assets Strategic Services, was installed as one of their officers.

Director Herber reported on her attendance at the Elk Grove Chamber of Commerce 74th Annual Board Installation Gala, the Sacramento Kings Celebrating Dr. Martin Luther King Jr. Night, the 25th Anniversary Gala for My Sister's House, and the California Municipal Utilities Association (CMUA) Capitol Day. She then reported on her attendance at the Environmental Council of Sacramento (ECOS) Climate Change Committee meeting with David

Mogavero, her tour of the Northern California Construction Training (NCCT) Workforce Training Campus, and her meeting with a student who had developed an app for identifying whether something is recyclable. She concluded by reporting on her attendance at the DistribuTECH conference.

Vice President Kerth reported on his attendance at the Sacramento Kings Celebrating Dr. Martin Luther King Jr. Night where he presented an award to Simeon Gant, founder of Green Tech and his participation in the MLK March for the Dream. He then reported on his attendance at the *Sacramento Business Journal 2026* Economic Forecast and the North State BIA Installation Dinner. He concluded by reporting on his attendance at the DistribuTECH conference.

Director Sanborn reported on her speaking engagements for the Emerging Leaders Energy Summit at the Aerospace Museum and for the Children's Receiving Home of Sacramento on Auburn Boulevard. She noted the latter had recently had a Day of Service, and she thanked Kaiser Permanente, who had 70 staff volunteers participate in property maintenance activities. She then reported on her attendance at the My Sister's House event and the SMUD-sponsored American River College/Evangelisti Culinary Arts Center Watt's Cooking event, her participation in the CMUA Capitol Day, her attendance at the El Dorado County Chamber of Commerce Awards Dinner, the Home & Landscape Expo and the DistribuTECH conference, her tour of the Community Outreach Academy at McClellan, and her attendance at the Orangevale Chamber of Commerce's Best of Orangevale Awards. She concluded by reporting on her attendance, along with Director Fishman, at the CivicWell Policy Bridge.

President Tamayo reported on his attendance at the Emerging Leaders Energy Summit, the Telugu Association of Greater Sacramento's Sankranti Celebration, where Chief Information Officer Suresh Kotha was a guest speaker, and the MLK 44th Annual March for the Dream, his meeting with Manuel Guillot, Executive Director of United Latinos, his attendance at the My Sister's House 25th Anniversary Gala, his meeting with Angela Laws of the Xerces Society, and his attendance at Indian Association of Sacramento event.

He then reported on his attendance at the El Dorado County Chamber of Commerce Installation Dinner, the Rancho Cordova Chamber of Commerce Business Outlook, his speaking engagement at the Suvidha International Foundation Artificial Intelligence (AI) Agent Development Showcasing Event, his interview with Radio Bamdad, his tour of the NCCT Workforce Training Campus, his speaking engagement for the Celebration of the Meadowview Neighborhood Electrification Project, his attendance at the SMUD Cares Appreciation Luncheon, and his meetings with the Save Coyote Creek group in preparation for the March 11 presentation and discussion. He concluded by reporting on his participation, along with Sacramento Mayor McCarty and Councilmembers Guerra and Talamantes, in a trip to Morelia, Michoacán, Mexico, for the Sacramento-Morelia Sister City agreement signing.

Paul Lau, Chief Executive Officer and General Manager, reported on the following items:

- 1) **Black History Month and Lunar New Year.** February at SMUD includes some great celebrations for Black History Month and Lunar New Year. First, in honor of Black History Month, next week our Black Employee Resource Group (BERG) will host a celebration exploring the impact of the Black church on culture, community and social change. During the event commemorating the 100-year anniversary of Black History Month, local pastors will share just how much the church has shaped faith, social justice and community building. Earlier this week, our Groups Reaching Across International Networks (GRAIN) Employee Resource Group (ERG) teamed up with the Allies and Diverse Abilities Partnering Together (ADAPT) group and the Military Employee Resource Group (MERG) to host a delicious dim sum lunch in honor of the Year of the Fire Horse. This event was back by popular demand, marking the second time the ERG has now hosted dim sum to celebrate Lunar New Year. There was also a special presentation from the MERG on

the Fall of Saigon. Thank you to everyone involved in putting together these impactful events for our employees.

- 2) **SMUD Cares Appreciation Luncheon.** We held our annual SMUD Cares Appreciation luncheon honoring 2025's top volunteers and donors. Last year, SMUD employees pledged more than \$500,000 of their personal funds to support the nonprofit organizations they are passionate about! And our dedicated volunteers put in over 4,000 volunteer hours through SMUD Cares. Of course, I have always known that SMUD employees are the best at giving back to our community, but what impresses me the most is how we come together each year to keep taking charitable giving to new heights. Thank you to all our generous donors and volunteers and President Tamayo for attending and sharing a few words with our employees. Thank you to our Chief Zero Carbon Officer, Lora Anguay, for serving as last year's SMUD Cares Executive Sponsor. And lastly, thank you to our 2026 SMUD Cares Executive Co-Chairs, Jose Bodipo-Memba and Brandy Bolden.
- 3) **Emerging Leaders Energy Summit.** Our Regional Workforce Development and Community Education teams hosted the Emerging Leaders Energy Summit where students across the region competed for \$2,000 scholarships. Students shared how they are going to make an impact in their communities around climate change through community service projects focused on this year's theme: Fueling the Future – Where Food Meets Energy. This event wrapped up a journey that started last September when students spent three days learning about the links between food, energy and climate change. Thank you to President Dave Tamayo and Board Member Heidi Sanborn for being part of the special day.

4) Board Video. In a series of videos intended for social media, we are giving customers a high-level overview of the many things we prioritize at SMUD. This short video was created to showcase how we are prioritizing going electric within our fleet vehicles and equipment.

President Tamayo noted he had neglected to mention that while in Morelia, the Casa Morelia group had provided SMUD with a nice plaque depicting Morelos, one of the Revolution Heroes, in recognition of SMUD's friendship with the City of Morelia.

President Tamayo requested the Summary of Board Direction, but there were no items.

No further business appearing, President Tamayo adjourned the meeting at 6:58 p.m.

Approved:

President

Secretary

Subject: SMUD Board of Directors February 19, 2026 consent calendar
Date: Tue, 17 Feb 2026 14:46:34 -0800
From: Sondra Betancourt <sbetancourt@sachorsemen.org>
To: rob@kerth.us

Members of the Sacramento Municipal Utilities District (SMUD) Board of Directors.

It is our understanding that an item has been added to the February 19, 2026 consent calendar, wherein staff request the smud board to declare SMUD property known as APN 265-0173-009-0000 as surplus.

The Bethel Lutheran Church has owned and operated the property located at 1200 Alamos Avenue since approximately 1960, and which has continuously sponsored Boy Scout Troop 99 at that location.

The Bethel Lutheran Church property is directly adjacent to the the SMUD owned parcel known as APN 265-0173-009-0000 which located on Amaranth Alley.

Over the past several years, the SMUD parcel has been subject to numerous code enforcement concerns, and vandalisms thereby creating an ongoing expense to SMUD. The subject property has such low value that SMUD is unlikely to recover the costs of selling the property. We believe that as a benefit to the community, the parcel should be donated to the Bethel Lutheran Church, which is a time-tested, high value institution for the neighborhood, as well as the greater North Sacramento community.

Respectfully submitted for your consideration.

Sondra Betancourt, Financial Secretary

Bethel Lutheran Church

(916) 837-3339

[EXTERNAL] Public comment for the next SMUD board meeting, re: Please provide record of the board's reply to this petition to comply with the Brown Act meeting laws.

From Steve Uhler <sau@wwmpd.com>

Date Thu 2/5/2026 11:45 PM

To Public Comment <PublicComment@smud.org>

CAUTION: This email originated from outside of SMUD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please correct the issue of not ensuring pursuant to 54954.3.(a), that every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body.

Pursuant to Rule 1.5 Public Participation (c) Members of the public may address the Board at a Board meeting on agenda items prior to or during the Board's consideration of that item, and on items of interest not on the agenda which are within SMUD's jurisdiction, except that no public comment will be taken on the form or content of the Board agenda itself except during the general public comment period.

Rule 1.5 Public Participation (c) appears to recognize members of the public may address the Board at a Board meeting on agenda items prior to or during the Board's consideration of that item, yet under Rule 1.2 Order of Business (f) Approval of the Agenda is placed before (k) Public Comments (non-agenda items).

Correct this issue by placing Public Comments (non-agenda items) before Approval of the Agenda, or allow public to comment when Approval of the Agenda is called.

Please provide record of the board's reply to this petition to comply with the Brown Act meeting laws.

Steve Uhler
sau@wwmpd.com



[EXTERNAL] Written comments for the board meeting February 19, 2026

From John W <js_weber@hotmail.com>

Date Thu 2/19/2026 2:57 PM

To Public Comment <PublicComment@smud.org>

 1 attachment (8 MB)

Large_Language_Model_Reasoning_Failures_Stanford_Paper.pdf;

CAUTION: This email originated from outside of SMUD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Board,

Please read the very timely research, attached, regarding Large language Models. I think you will find it very interesting. Also, please share with the appropriate staff.

Thank you,
John Weber

Large Language Model Reasoning Failures

Peiyang Song ^{*†}
California Institute of Technology, Stanford University

psong@caltech.edu

Pengrui Han ^{*}
Carleton College

barryhan@carleton.edu

Noah Goodman
Stanford University

ngoodman@stanford.edu

Reviewed on OpenReview: <https://openreview.net/forum?id=vnX1WHMnmz>

Abstract

Large Language Models (LLMs) have exhibited remarkable reasoning capabilities, achieving impressive results across a wide range of tasks. Despite these advances, significant reasoning failures persist, occurring even in seemingly simple scenarios. To systematically understand and address these shortcomings, we present the *first comprehensive survey dedicated to reasoning failures in LLMs*. We introduce a novel categorization framework that distinguishes *reasoning* into embodied and non-embodied types, with the latter further subdivided into informal (intuitive) and formal (logical) reasoning. In parallel, we classify reasoning *failures* along a complementary axis into three types: fundamental failures intrinsic to LLM architectures that broadly affect downstream tasks; application-specific limitations that manifest in particular domains; and robustness issues characterized by inconsistent performance across minor variations. For each reasoning failure, we provide a clear definition, analyze existing studies, explore root causes, and present mitigation strategies. By unifying fragmented research efforts, our survey provides a structured perspective on systemic weaknesses in LLM reasoning, offering valuable insights and guiding future research towards building stronger, more reliable, and robust reasoning capabilities. We additionally release a comprehensive collection of research works on LLM reasoning failures, as a GitHub repository at <https://github.com/Peiyang-Song/Awesome-LLM-Reasoning-Failures>, to provide an easy entry point to this area.

1 Introduction

“Failure is success if we learn from it.” – Malcolm Forbes

With the rise of powerful architectures (Vaswani et al., 2023; Jiang et al., 2024a; Gu & Dao, 2024; Hasani et al., 2020), efficient algorithms (Hu et al., 2021; Zhao et al., 2024b; Gretsches et al., 2024; 2025; Dao et al., 2022), and massive data (Cai et al., 2024; Raffel et al., 2020; Gao et al., 2020), Large Language Models (LLMs) have recently shown significant success across diverse domains. These range from traditional linguistic tasks such as machine translation (Zhu et al., 2024b; Tang et al., 2024), to mathematical (Shao et al., 2024; Yang et al., 2023a; 2024a) and even scientific (Zhang et al., 2024b; Wang et al., 2023b; Brodeur et al., 2024) discoveries. Among these achievements, reasoning as an emergent capability of LLMs (Wei et al., 2022a) has attracted particular interest (Huang & Chang, 2023; Yu et al., 2023b; Qiao et al., 2023).

LLMs have set impressive records in reasoning (Wu et al., 2025a; Kıcıman et al., 2024; Plaat et al., 2024), though it remains controversial whether LLMs really leverage a human-like reasoning procedure when

^{*}Equal contribution.

[†]Work done while Peiyang Song was a visiting researcher at Stanford University.

attempting these tasks (Jiang et al., 2024b; Fedorenko et al., 2024; Amirizani et al., 2024b; Zhang et al., 2022). This survey does not aim to settle this hot debate; rather we focus on an important area of study in LLM reasoning that has long been overlooked – LLM reasoning failures.

Extensive psychological research (Cannon & Edmondson, 2005; Maxwell, 2007; Coelho & McClure, 2004) underscores the importance of identifying and learning from failures in human development¹. Given that AI systems have historically drawn inspiration from human cognition (Schmidgall et al., 2023; Xu & Poo, 2023; Woźniak et al., 2020), we believe the same principle of learning from failures could similarly benefit the study of LLMs, since such failures can usually be traced back to fundamental elements and bring valuable insights to ultimate improvements (Dreyfus, 1992; Karl et al., 2024; An et al., 2024).

Despite some existing works that prospectively realized this importance and investigated LLM reasoning failures on a case-by-case basis (Williams & Huckle, 2024; Tie et al., 2024; Helwe et al., 2021; Borji, 2023), the topic remains fragmented, and underexplored as a unified research area. This fragmentation limits broader understanding, which is however a prerequisite for common patterns to be noticed, and thereby meaningful lessons to be derived. To close this gap, we present the first comprehensive survey dedicated to unifying studies on LLM reasoning failures. We identify meaningful patterns across failures, analyze underlying causes, and discuss potential mitigation strategies. We hope this work not only organizes the field but also stimulate further research and increased attention, toward improving the robustness and reliability of LLM reasoning. We additionally make public a comprehensive collection of research works on LLM reasoning failures, as a GitHub repository at <https://github.com/Peiyang-Song/Awesome-LLM-Reasoning-Failures>. This collection will be continuously updated as this area advances.

2 Definition and Formulation

2.1 Fundamentals of Reasoning

Human reasoning broadly refers to the ability to draw conclusions and make decisions based on available knowledge (Lohman & Lakin, 2011; Ribeiro et al., 2020). Within cognitive science and philosophy, reasoning has been studied through various frameworks. To systematically survey reasoning failures in LLMs, we propose a comprehensive taxonomy distinguishing reasoning along two primary axes: *embodied* versus *non-embodied*, with the latter further subdivided into *informal* and *formal* reasoning.

Non-embodied reasoning. Non-embodied reasoning comprises cognitive processes not requiring physical interaction with environments. Within this category, *informal reasoning* encompasses intuitive judgments driven by inherent biases and heuristics, common in everyday decision-making and social activities (Piaget, 1952; Vygotsky, 1978; Kail, 1990). By contrast, *formal reasoning* involves explicit, rule-based manipulation of symbols, grounded in logic, mathematics, code, etc. (Copi et al., 2016; Mendelson, 2009; Liu et al., 2023b).

Embodied reasoning. Embodied reasoning depends on physical interaction with environments, fundamentally relying on spatial intelligence and real-time feedback (Shapiro, 2019; Barsalou, 2008). This includes predicting and interpreting physical dynamics, and performing goal-directed behaviors constrained by real-world physical laws (Huang et al., 2022b; Lee-Cultura & Giannakos, 2020).

2.2 LLM Reasoning Failures & Common Research Practice

Despite advances in interpretability research (Dwivedi et al., 2023; Li et al., 2024e), LLMs remain largely *black-box* systems (Luo & Specia, 2024), reflecting the inherent complexity of human cognition they emulate (Castelvecchi, 2016). As such, reasoning abilities are typically assessed behaviorally by examining model outputs on carefully designed prompts and tasks (Ribeiro et al., 2020). We define *LLM reasoning failures* as cases where model responses significantly diverge from expected logical coherence, contextual relevance, or factual correctness. Failures can manifest in two broad ways. The first type is straightforward poor performance — the model fails decisively on a task, exposing clear deficiencies. The second, subtler type involves apparently

¹In fact, this theory has been confirmed even more broadly, in non-human animals (Spence, 1936).

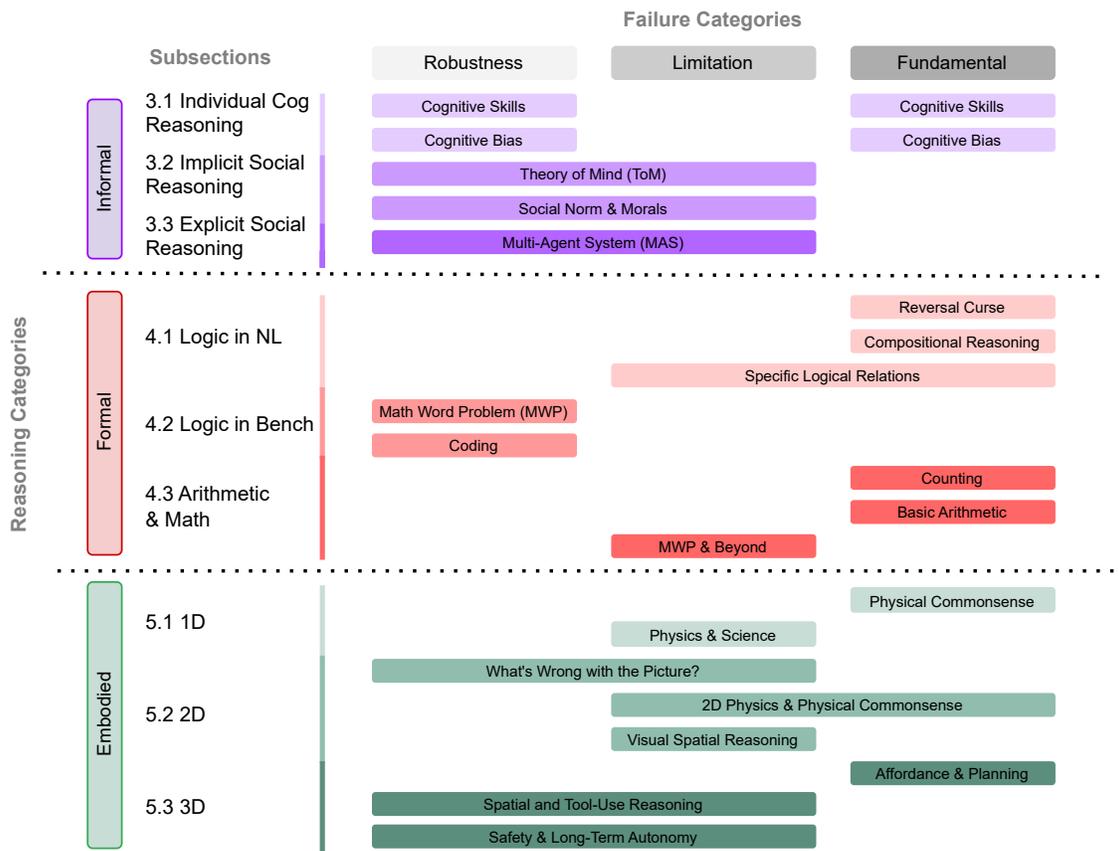


Figure 1: **A Taxonomy of LLM Reasoning Failures.** We adopt a nuanced 2-axis structure (reasoning type \times failure type), with each row representing a reasoning category and each column a failure category. A more detailed explanation is presented in Section 2.

adequate performance that is in fact unstable, indicating a *robustness* issue that reveals hidden vulnerabilities. The former category – straightforward failure – can be sub-divided into two, based on scope and nature. *Fundamental* failures are usually intrinsic to LLM architectures, manifesting broadly and universally across diverse downstream tasks. In contrast, application-specific *limitations* reflect shortcomings tied to particular domains of importance, where models underperform despite human expectations of competence. Together, these taxonomies — for reasoning and for failures — offer a comprehensive and mutually consistent framework. Figure 1 uses this framework to visualize a clear organization of topics in this survey.

Current research in this space typically begins with *simple, intuitive tests* that reveal glaring reasoning failures. These initial observations motivate *larger-scale systematic evaluations*, to confirm the generality and impact of identified failure modes. By explicitly defining and categorizing LLM reasoning failures according to our framework, this survey unifies fragmented research findings, highlights shared patterns, and directs focused efforts toward understanding and mitigating critical reasoning weaknesses. To help visualize the failure cases, we provide a few most representative examples for each of the failure case presented in this survey. The examples can be found in Appendix E.

3 Reasoning Informally in Intuitive Applications

Humans naturally develop the capacity for informal reasoning early in life, relying on intuitive judgments shaped by cognitive processes and social experiences. Though often taken for granted, this forms the foundation of human reasoning and decision-making. In this section, we focus on failures exhibited by LLMs in such informal reasoning. We begin by examining reasoning failures in core cognitive abilities reflected in individual LLM behaviors; then explore those exposed in social contexts, expressed implicitly or explicitly.

3.1 Individual Cognitive Reasoning

Many reasoning failures exhibited by LLMs can be traced back to core human cognitive phenomena (Han et al., 2024b; Gong et al., 2024; Galatzer-Levy et al., 2024; Suri et al., 2024). These failures arise either because LLMs lack certain fundamental cognitive abilities possessed by humans – leading to errors that humans typically avoid (Han et al., 2024b) – or because LLMs replicate human-like cognitive biases and heuristics, resulting in analogous mistakes (Suri et al., 2024; Lampinen et al., 2024). In both cases, these failures relate closely to *well-documented human cognitive phenomena* and psychological evidence.

Fundamental Cognitive Skills. Humans naturally possess a set of fundamental cognitive skills indispensable for reasoning. LLMs demonstrate systematic failures due to deficiencies in these areas. A prominent example is the set of *core executive functions* – working memory (Baddeley, 2020), inhibitory control (Diamond, 2013; Williams et al., 1999), and cognitive flexibility (Canas et al., 2006) – essential in human reasoning (Diamond, 2013). *Working memory* is the capacity to hold and manipulate information over short periods. LLMs’ limited working memory leads to failures when task demands exceed their capacity (Gong et al., 2024; Zhang et al., 2024a; Gong & Zhang, 2024; Upadhayay et al., 2025; Huang et al., 2025a). In particular, LLMs suffer from “proactive interference” to a much larger extent than humans, where earlier information significantly disrupts retrieval of newer updates (Wang & Sun, 2025). *Inhibitory control* – the ability to suppress impulsive or default responses when contexts demand – is also weak in LLMs, with them often sticking to previously learned patterns even when contexts shift (Han et al., 2024b; Patel et al., 2025). Lastly, *cognitive flexibility*, the skill of adapting to new rules or switching tasks efficiently, remains a challenge, especially in rapid task switching and adaptation to new instructions (Kennedy & Nowak, 2024).

Another key aspect is *abstract reasoning* (Guinungco & Roman, 2020), the cognitive ability to recognize patterns and relationships in intangible concepts. Even advanced LLMs struggle with abstract reasoning tasks, such as inferring underlying rules from limited examples, understanding implicit conceptual relationships, and reliably handling symbolic or temporal abstractions (Xu et al., 2023c; Gendron et al., 2023; Galatzer-Levy et al., 2024; Saxena et al., 2025).

These phenomena are **fundamental** reasoning failures that stem from intrinsic limitations of LLM architectures and training dynamics, and often manifest as robustness vulnerabilities across a wide range of tasks. Recent work attributes these failures to the underlying self-attention mechanism’s dispersal of focus under complex tasks (Gong & Zhang, 2024; Patel et al., 2025), and to the next token prediction training objective, which prioritizes statistical pattern completion over deliberate reasoning (Han et al., 2024b; Enström et al., 2024). Some also point out that unlike humans – who develop fundamental cognitive functions through embodied, goal-driven interactions with the physical and social world (Pearce & Miller, 2025; Rodríguez, 2022; Jin et al., 2018) – LLMs learn passively from text alone, lacking grounding and experiential feedback to support the development. Efforts to enhance these skills correspondingly include advanced prompting like Chain-of-Thought (CoT) (Wei et al., 2022b), retrieval augmentation (Xu et al., 2023b), fine-tuning with deliberately injected interference (Li et al., 2022), multimodality (Hao et al., 2025), and architectural innovations to mimic human attention mechanisms (Wu et al., 2024d).

Cognitive Biases. Cognitive biases – systematic deviations from rational judgment – are well-studied in human reasoning (Tversky & Kahneman, 1974; 1981). They arise from mental shortcuts, limited cognitive resources, or contextual influences, often leading to predictable errors. LLMs exhibit similar biases that systematically affect their reasoning across diverse tasks (Hagendorff, 2023; Bubeck et al., 2023). Since

these biases are deeply ingrained from training data and model architecture, they permeate a wide range of downstream applications, necessitating careful identification and mitigation.

In humans, these biases become evident only when information is presented and their responses observed – similarly, in LLMs, cognitive biases manifest also through the processing of information. Here lie two interrelated factors: *the content of information* and *the presentation of that information*. Regarding content, LLMs struggle more with abstract or unfamiliar topics – a phenomenon known as the “content effect” (Lampinen et al., 2024) – and tend to favor information that aligns with prior context or assumptions, reflecting human-like confirmation bias (O’Leary, 2025b; Shi et al., 2024; Malberg et al., 2024; Wan et al., 2025b; Zhu et al., 2024c). Social cognitive biases also influence LLM outputs, including group attribution bias (Hamilton & Gifford, 1976; Allison & Messick, 1985; Raj et al., 2025) and negativity bias (Rozin & Royzman, 2001), which prioritize popular content (Echterhoff et al., 2024; Lichtenberg et al., 2024; Jiang et al., 2025a) and negative inputs (Yu et al., 2024c; Malberg et al., 2024) respectively.

Equally important is how the same content is presented. LLMs are highly sensitive to the order in which information is given, exhibiting order bias (Koo et al., 2023; Pezeshkpour & Hruschka, 2023; Jayaram et al., 2024; Guan et al., 2025; Cobbina & Zhou, 2025), and show anchoring bias (Lieder et al., 2018; Rastogi et al., 2022), where early inputs disproportionately shape their reasoning (Lou & Sun, 2024; O’Leary, 2025a; Huang et al., 2025e; Wang et al., 2025b). Framing effects further influence outputs: logically equivalent but differently phrased prompts can lead to different results (Jones & Steinhardt, 2022; Suri et al., 2024; Nguyen, 2024; Lior et al., 2025; Robinson & Burden, 2025; Shafiei et al., 2025). Additionally, factors like narrative perspective (e.g., first-person vs. third-person) (Cohn et al., 2024; Lin et al., 2024b), prompt length or verbosity (Koo et al., 2023; Saito et al., 2023), and irrelevant or distracting information (Shi et al., 2023) further derail logical reasoning.

Cognitive biases constitute **fundamental** reasoning failures rooted in LLM training paradigms and architectures, and they manifest as **robustness** vulnerabilities across a wide range of downstream applications. The root causes of these cognitive biases in LLMs are threefold. First, biases are *inherited from the pre-training data*, where the linguistic patterns in human languages reflect cognitive errors (Itzhak et al., 2025). Second, architectural features of the model – such as the Transformer’s causal masking – introduce predispositions toward order-based biases independent of data (Wu et al., 2025b; Dufter et al., 2022). Third, *alignment* processes like Reinforcement Learning from Human Feedback (RLHF) amplify biases by aligning model behavior with human raters who are themselves biased (Sumita et al., 2025; Perez et al., 2023).

Mitigation strategies fall into three categories. *Data-centric* approaches focus on curating training data to reduce biased content (Sun et al., 2025a; Schmidgall et al., 2024; Han et al., 2024a). *In-processing* techniques, such as adversarial training, aim to prevent biased associations during model learning (Yang et al., 2023b; Cantini et al., 2024). Lastly, *post-processing* methods leverage prompt engineering or output filtering to steer model responses after training (Sumita et al., 2025; Lin & Ng, 2023). In this category, indirect methods like inducing specific model personalities have also shown promise in modulating biases (Shi et al., 2024; He & Liu, 2025). Nonetheless, even when mitigated in one context, cognitive biases often re-emerge when contexts shift. The diverse and penetrative nature of cognitive biases makes them difficult to be fully eliminated.

3.2 Implicit Social Reasoning

Certain cognitive reasoning failures manifest only within social contexts. We define *implicit social reasoning* as an individual model’s capacity to internally infer and reason about (1) others’ mental states (e.g., beliefs, emotions, intentions) and (2) shared social norms *without requiring direct interaction*.

Theory of Mind (ToM). ToM is the cognitive ability to attribute mental states – beliefs, intentions, emotions – to oneself and others, and to understand that others’ mental states may differ from one’s own (Frith & Frith, 2005). ToM enables humans to interpret behaviors, predict actions, and navigate complex interpersonal interactions, central in social reasoning. Typically emerging in early childhood with milestones like passing false belief tasks (understand that others’ beliefs may be incorrect or different) (Wimmer & Perner, 1983), ToM has been a central focus in human psychology and cognitive science.

Under this inspiration, recent research evaluates the ToM capacity of LLMs, to gauge their ability to engage in social reasoning. Early studies focused on classic ToM tasks, such as false-belief (van Duijn et al., 2023; Kim et al., 2023), perspective-taking (infer what another individual perceives) (Sap et al., 2022), and unexpected content tasks (predicting what others would believe is inside a mislabeled unopened container) (Pi et al., 2024). Surprisingly, even advanced models such as GPT-4 struggle with these tasks trivial for human children. Moreover, minor modifications in task phrasing lead to drastic drops in performance, showing LLM ToM reasoning is unstable (Ullman, 2023; Kosinski, 2023; Pi et al., 2024; Shapira et al., 2023).

While there has been clear progress from early models like GPT-3 – which largely failed at ToM tasks – to newer models such as GPT-4o and reasoning models like o1-mini, which can solve many standard ToM tests, their underlying reasoning remains brittle under simple perturbations (Gu et al., 2024; Zhou et al., 2023d). Also, LLMs still struggle with higher-order, more complex aspects of ToM, such as predicting others’ behaviors, making appropriate moral or social judgments, and translating this understanding into coherent actions (He et al., 2023; Gu et al., 2024; Marchetti et al., 2025; Amirizani et al., 2024a; Strachan et al., 2024). Particularly, on dynamic, conversational benchmarks (Xiao et al., 2025; Kim et al., 2023), even state-of-the-art models fail to demonstrate consistent ToM capabilities and perform significantly worse than humans. Furthermore, current models exhibit deficits in *emotional* reasoning. This includes difficulties in emotional intelligence (EI) (Sabour et al., 2024; Hu et al., 2025; Amirizani et al., 2024b; Vzorinab et al., 2024), susceptibility to affective bias (Chochlakis et al., 2024), and limited understanding of cultural variations in emotional expression and interpretation (Havaldar et al., 2023).

While prompting techniques like CoT offer some improvements (Gandhi et al., 2024), fundamental gaps remain due to deeper limitations from the LLM architecture, training paradigms, and a lack of embodied cognition (Strachan et al., 2024; Sclar et al., 2023). Failures in this domain constitute important application-specific **limitations**, and because ToM underlies many socially grounded tasks, such failures often result in significant **robustness** vulnerabilities. Given ToM’s centrality to social reasoning, future work should move beyond prompting, to probe deeper root causes and general mitigation.

Social Norms and Moral Values. LLMs also struggle with reasoning about social norms, moral values, and ethical principles that govern human behavior. Unlike humans, who develop moral and ethical reasoning through experience, LLMs, trained purely on text, often exhibit inconsistent and unreliable social, moral, and ethical reasoning (Ji et al., 2024; Jain et al., 2024b).

One key limitation is that LLMs cannot reason and apply *moral values* (Ji et al., 2024) and *social norms* (Jain et al., 2024b) consistently. They often produce contradictory ethical judgments or varied moral reasoning performance when questions are slightly reworded (Bonagiri et al., 2024), generalized (Tanmay et al., 2023), or presented in a different language (Agarwal et al., 2024). Fine-tuning further exacerbates these inconsistencies, leading to sometimes prioritizing task-specific optimization over ethical coherence (Yu et al., 2024a).

Beyond *inconsistencies*, LLMs show notable *disparities* compared to humans in reasoning with social norms and moral values. These models fail significantly in understanding real-world social norms (Rezaei et al., 2025), aligning with human moral judgments (Garcia et al., 2024; Takemoto, 2024), and adapting to cultural differences (Jiang et al., 2025b). Without consistent and reliable moral reasoning, LLMs are not fully ready for real-world decision-making involving ethical considerations.

These inconsistencies and disparities constitute important application-specific **limitations** for safety, privacy, sensitivity, and morality-related tasks, and such failures often create severe **robustness vulnerabilities**, including susceptibility to jailbreaks and other forms of manipulation. Many argue that these failures stem from a fundamental absence of robust, internalized representations of ethical principles, normative frameworks, and moral intentionality (Chakraborty et al., 2025; Wang et al., 2025a; Pock et al., 2023; Almeida et al., 2024). Although training procedures such as RLHF and instruction fine-tuning introduce alignment signals, they often operate superficially and fail to produce coherent moral behavior in complex contexts (Dahlgren Lindström et al., 2025; Wang et al., 2025a; Barnhart et al., 2025; Han et al., 2025). Current efforts to address these limitations mainly include prompt-based interventions (Chakraborty et al., 2025; Ma et al., 2023), internal activation steering (Tlaie, 2024; Turner et al., 2023), and direct fine-tuning on curated moral reasoning benchmarks (Senthilkumar et al., 2024; Karpov et al., 2024). However, in practice, these methods

often suffer from the same limitations as RLHF, offering surface-level and task-specific improvements that remain vulnerable against prompt manipulations and jailbreaks.

3.3 Explicit Social Reasoning

In reasoning, “society” can refer to not just an abstract concept but real-world settings involving interactions among multiple agents. In Multi-Agent Systems (MAS), explicit social reasoning is *the capacity of AI systems to collaboratively plan and solve complex tasks*, an area challenging for current LLMs.

Currently, key challenges include (1) *long-horizon planning*, (2) *communications and ToM*, and (3) *robustness and adaptability*. Long-horizon planning is the ability to maintain coherent and coordinated strategies over extended interactions, where LLMs frequently fail (Li et al., 2023a; Cross et al., 2024; Guo et al., 2024c; Han et al., 2024c; Zhou et al., 2025) as they rely excessively on local or recent information (Piatti et al., 2024; Zhang et al., 2023; Han et al., 2024c). Furthermore, individual agents’ social reasoning failures (discussed in Section 3.2, e.g., inefficient communication and ToM) (Guo et al., 2024c; Agashe et al., 2024; Zhou et al., 2025), lead to misinterpretations and inaccurate representations of other agents, causing strategic misalignment (Pan et al., 2025; Li et al., 2023a; Cross et al., 2024; Han et al., 2024c). Lastly, MAS face robustness and adaptability issues (Li et al., 2023a; Cross et al., 2024), lacking resilience to disruptive or malicious disturbances (Huang et al., 2024) and struggling with task verification and termination (Pan et al., 2025; Baker et al., 2025).

These failures stem from both *individual LLM capabilities* and *MAS system design* (Pan et al., 2025), representing key application-specific failures, and they frequently manifest as **robustness** vulnerabilities in multi-agent settings. Standard LLMs, optimized for next-token prediction, lack the explicit reasoning depth needed for multi-step, jointly conditioned objectives, and their fragile ToM representations cause coordination breakdowns. Individual limitations in cognitive skills, such as working memory, and cognitive biases, such as the anchoring effect, can also lead to MAS failures like difficulties with long-horizon planning. On the system level, many MAS often lack effective robustness layers – clear role specifications, cross-verification among agents, and reliable termination checks – allowing errors to cascade (Huang et al., 2024; Pan et al., 2025).

Mitigation research thus targets (i) richer internal models like belief tracking and hypothesis testing (Li et al., 2023a; Cross et al., 2024), (ii) structured communication protocols with mandatory verification phases (Pan et al., 2025), and (iii) dedicated inspector or challenger agents that monitor and contest questionable outputs (Huang et al., 2024; Baker et al., 2025). While these approaches reduce errors, none eliminate them and all require significant task-specific engineering that is difficult to generalize. In parallel, the recent rise of context engineering (Mei et al., 2025) – which focuses on a systematic optimization of the entire information payload fed to an LLM during inference – is increasingly seen as a more robust alternative to traditional prompt engineering in MAS. Real-world deployment will hence require an integrated stack combining all three strands with domain fine-tuning and formal safety guarantees (Lindemann & Dimarogonas, 2025; de Witt, 2025).

4 Reasoning Formally in Logic

When reasoning goes beyond intuition, a formal framework is needed to ensure rigor. As introduced in Section 2, *logic* is directly about *doing “correct” reasoning*, ensuring *premises support conclusions* (Jaakko & Sandu, 2002). LLM failures in logical reasoning (Liu et al., 2025) thus pose serious risks, potentially leading to flawed thought processes and harmful decisions. Logic spans a continuum from implicit structures in natural languages (Iwańska, 1993), to explicit symbolic (Lewis et al., 1959) and mathematical (Shoenfield, 2018) representations. This section follows that progression, examining failures in increasingly formal reasoning paradigms.

4.1 Logic in Natural Languages

Reversal Curse. While natural languages are not fully logical structures (Fedorenko et al., 2024), they do hold simple logical relations (Sampson, 1979; Stich, 1975) that humans trivially grasp. A representative failure of LLMs is *reversal curse*: despite being trained on “A is B,” models often fail to infer the equivalent

“B is A” – a trivial bidirectional equivalence for humans. Such failures occur even when a factual sentence from training data is just restated as a question during inference. First observed by Berglund et al. (2023) as a **fundamental** failure that occur widely across tasks on GPT-based (Radford & Narasimhan, 2018) models, this phenomenon is later shown in Wu et al. (2024a) not to affect BERT (Devlin et al., 2019).

This failure has been attributed to uni-directional training objectives of Transformer-based LLMs (Lv et al., 2024; Lin et al., 2024c), which induce structural asymmetry in model weights (Zhu et al., 2024a) and inability to predict antecedent words within training data (Guo et al., 2024b; Youssef et al., 2024). Golovneva et al. (2024) further argues that scaling alone cannot resolve the issue due to Zipf’s law (Newman, 2005). Mitigation efforts accordingly center on reducing directional bias through training data augmentation. Early approaches syntactically reverse facts (Lu et al., 2024; Ma et al., 2024b), while later methods introduce substring-preserving reversals (Golovneva et al., 2024) and permuting semantic units in training data (Guo et al., 2024b). Despite differing in complexity, all methods share a common goal: *exposing models to bidirectional formulations to restore logical symmetry*.

Compositional Reasoning. Compositional reasoning requires combining *multiple* pieces of knowledge or arguments into a coherent inference. **Fundamental** failures arise when LLMs are *capable* of each component but fail in *integrating* them. Studies show systematic failures in basic two-hop reasoning – combining only two facts across documents – and even worsening performance with increased compositional depth and the addition of distractors (Zhao & Zhang, 2024; Xu et al., 2024b; Guo et al., 2025a). This fundamental weakness extends beyond basic tasks, to compositions of math problems (Zhao et al., 2024c; Hosseini et al., 2024; Sun et al., 2025b) (i.e., LLMs succeed in individual problems but fail in composed ones), multi-fact claim verification (Dougrez-Lewis et al., 2024), and other inherently compositional tasks (Dziri et al., 2023).

This failure is attributed to an inability of **holistic planning and in-depth thinking**. CoT prompting improves on this by making reasoning steps explicit at inference time. Still, latent compositionality is more efficient in practice yet harder to achieve (Yang et al., 2024c). Toward this, Li et al. (2024f) identifies faulty implicit reasoning in mid-layer multi-head self-attention (MHSA) modules and edit them, while Zhou et al. (2024a) enhances training with graph-structured reasoning path data, similar to distilling CoT reasoning process into training data (Yu et al., 2024b). Both converge in spirit to improving latent compositional reasoning by explicitly guiding models’ internal reasoning mechanisms.

Specific Logical Relations. Both reversal curse and compositional reasoning reflect **fundamental** failures affecting a broad range of reasoning tasks, exposed across general corpora or arbitrary logical statements. In contrast, another line of work focuses on *specific logical relations*, uncovering targeted LLM reasoning failures, which requires *purpose-built datasets* for quantitative analysis at scale. Using this approach, studies reveal LLM weaknesses in specific types of logic such as converse binary relations (Qi et al., 2023), syllogistic reasoning (Ando et al., 2023), causal inference (Joshi et al., 2024), and even shallow yes/no questions (Clark et al., 2019). Those weaknesses appear as both **fundamental** inability in reasoning with certain logic, and **limitations** in specific corresponding downstream applications: more complexities are added by testing divergences between factual inference and logical entailment (Chan et al., 2024), or putting causal reasoning in contexts (Zhao et al., 2024d). To scale up, some synthetically generate natural language data from symbolic templates (Wan et al., 2024; Wang et al., 2024; Gui et al., 2024). Alternatively, Chen et al. (2024d) seed known failures and leverage LLMs to synthetically expand the dataset. While root causes are harder to isolate for those specific logic, the curated datasets offer a natural mitigation by direct fine-tuning.

4.2 Logic in Benchmarks

While Section 4.1 studies LLM reasoning failures directly within natural language logic, another growing body of work *leverages logical structures implicit in benchmarks to systematically uncover robustness issues in LLM reasoning*. Motivated by rising concerns about the reliability of static benchmarks (Zhou et al., 2023c; Zheng et al., 2024b; Xu et al., 2024a; Patel et al., 2021), these studies introduce *logic-preserving* transformations based on particular task structures, such as reordering options in multiple-choice questions (MCQs) (Zheng et al., 2023; Pezeshkpour & Hruschka, 2023; Alzahrani et al., 2024; Gupta et al., 2024; Ni et al., 2024), rearranging parallel premises and events (Chen et al., 2024c; Yamin et al., 2024), or superficially

editing unimportant contexts (e.g., character names) (Jiang et al., 2024b; Mirzadeh et al., 2024; Shi et al., 2023; Wang & Zhao, 2024). Such modifications keep the tasks semantically the same. Performance drops thus point to reduced trustworthiness and reveal critical **robustness** issues: despite strong static benchmark scores, the model’s reasoning must remain *consistent* on the reasoning tasks being tested.

Math Word Problem (MWP) Benchmarks. Certain benchmarks inherently possess richer logical structures that facilitate targeted perturbations. MWPs exemplify this, as their logic can be readily abstracted into reusable templates. Researchers use this property to generate variants by sampling numeric values (Gulati et al., 2024; Qian et al., 2024; Li et al., 2024b) or substituting irrelevant entities (Shi et al., 2023; Mirzadeh et al., 2024). Structural transformations – such as exchanging known and unknown components (Deb et al., 2024; Guo et al., 2024a) or applying small alterations that change the logic needed to solve problems (Huang et al., 2025b) – further highlight deeper robustness limitations.

Coding Benchmarks. Another example is coding benchmarks, which ask to generate code snippets based on function definitions, doc strings specifying coding tasks, and optional starter code. Common transformations include syntactically editing doc strings (Xia et al., 2024; Wang et al., 2022; Sarker et al., 2024; Roh et al., 2025), renaming functions and variables (Wang et al., 2022; Hooda et al., 2024), and altering control-flow logic such as swapping *if-else* cases (Hooda et al., 2024). Beyond preserving the task logic, some studies introduce adversarial code changes to test whether LLMs identify and adapt to them (Miceli-Barone et al., 2023; Dinh et al., 2023), thereby evaluating deeper reliability. Beyond perturbations, a rising approach utilizes meta-theorems such as the Monadic Second-Order logic from CS theory to synthesize algorithmic coding problems at scale (Beniamini et al., 2025), posing a significant challenge even for state-of-the-art large reasoning models (LRMs) (Xu et al., 2025a).

Mitigation & Extensions. These failures are attributed to *a lack of robustness* or *overfitting to public datasets*. Robustness-related issues are commonly mitigated by applying perturbations to diversify training data (Patel et al., 2021), thus enhancing resilience to variations. Though effective, these approaches are expensive in compute and limited in domain, making them hard to generalize. Overfitting concerns are addressed through dynamically evolving (Jain et al., 2024a; White et al., 2024) or privately maintained datasets (Rajore et al., 2024). They ensure rigorous evaluation, a necessary first step for steering LLM improvement toward better reasoning in the benchmark subjects.

Beyond *individual* benchmarks, Hong et al. (2024) automates a set of transformations across math and coding benchmarks, and Wu et al. (2024e) alters common assumptions of well-known tasks. Shojaee et al. (2025) further moves beyond standard math and coding benchmarks – which assess models solely by final-answer accuracy – by evaluating them on logic puzzles like the Tower of Hanoi, where both reasoning steps and solutions can be systematically assessed. The study finds that even state-of-the-art LRMs suffer an “accuracy collapse” as puzzle complexity increases, though Lawsen (2025) criticizes aspects of the experimental design, suggesting these may unfairly impact reported accuracy.

4.3 Arithmetic & Mathematics

Mathematics, historically a universal framework for rigorous reasoning (Shoenfield, 2018), has exposed fundamental limits in LLM reasoning, particularly in arithmetic-related tasks.

Counting. Despite its simplicity, counting poses a notable fundamental challenge for LLMs (Xu & Ma, 2024; Chang & Bisk, 2024; Zhang & He, 2024; Fu et al., 2024; Conde et al., 2025; Yehudai et al., 2024), even the reasoning ones (Malek et al., 2025), which extend to basic character-level operations like reordering or replacement (Shin & Kaneko, 2024) and affect a wide range of downstream reasoning applications (Vo et al., 2025; Guo et al., 2025b; Parcalabescu et al., 2021). Although the failures manifest at the application level, much work suggest that they originate primarily from architectural and representational limits, including tokenization (Zhang et al., 2024f; Shin & Kaneko, 2024), positional encoding (Chang & Bisk, 2024), and training data composition (Allen-Zhu & Li, 2024), rather than from superficial prompting or task framing on the application-level. Mitigation via supervised fine-tuning (Zhang & He, 2024) and engaged reasoning (Xu & Ma, 2024) have been proposed, yet robust counting remains elusive for current models. Since the

limitations largely arise from current LLM architectures, future work should consider deeper mitigation through architectural innovations.

Basic Arithmetic. Another fundamental failure is that LLMs quickly fail in arithmetic as operands increase (Yuan et al., 2023; Testolin, 2024), especially in *multiplication*. Research shows models rely on superficial pattern-matching rather than arithmetic algorithms, thus struggling notably in middle-digits (Deng et al., 2024). Surprisingly, LLMs fail at simpler tasks (determining the last digit) but succeed in harder ones (first digit identification) (Gambardella et al., 2024). Those fundamental inconsistencies lead to failures for practical tasks like temporal reasoning (Su et al., 2024).

These issues stem from heuristic-driven reasoning strategies (Nikankin et al., 2024) and limited numerical precision (Feng et al., 2024a). Proposed solutions include detailed step-by-step training datasets (Yang et al., 2023c), digit-order reversals to focus attention on least significant digits – mirroring human multiplication strategies (Zhang-Li et al., 2024; Shen et al., 2024), LLM self-improvement methods (Lee et al., 2025), and neuro-symbolic augmentations that enable internal arithmetic reasoning (Dugan et al., 2024). Despite these advances, fundamental research on intrinsic arithmetic capabilities is increasingly overshadowed by the prevalent reliance on external tool use.

Math Word Problems & Beyond. Beyond counting and basic arithmetic – two fundamental failures that propagate into many downstream reasoning applications – Math Word Problems (MWP) represent a more specific yet highly consequential application domain. Math Word Problems (MWP) combine arithmetic with contextual logical reasoning, making them a prominent application for assessing LLM capabilities. Beyond using transformations to expose reasoning flaws (Section 4.2), research identifies challenges ranging from specific simple tasks (Nezhurina et al., 2024) to large-scale evaluations on a domain of math (Wei et al., 2023b; Boye & Moell, 2025; Fan et al., 2024; Sun et al., 2025b). Additionally, LLMs exhibit susceptibility when faced with unsolvable or faulty MWPs (Ma et al., 2024a; Rahman et al., 2024; Tian et al., 2024). LLMs struggle even in *assessing* reasoning process on MWPs (Zhang et al., 2024g), an arguably easier task than *generation*. Given these persistent challenges, current efforts in MWPs prioritize developing general methods to improve overall reasoning performance rather than investigating and addressing individual failures.

5 Reasoning in Embodied Environments

Reasoning is not merely an abstract process; it is *deeply grounded in reality* (Shapiro & Spaulding, 2024), requiring the ability to perceive, interpret, predict, and act within the physical world, with accurate understanding of spatial relationships, object dynamics, and physical laws (Lee-Cultura & Giannakos, 2020). While humans (Varela et al., 2017) – and even many animals (Andrews & Monsó, 2021) – develop such embodied reasoning naturally through sensory and motor experiences, LLMs remain fundamentally limited by their lack of true physical grounding in the physical world. This gap leads to systematic errors and unrealistic predictions when LLMs attempt even basic physical reasoning (Wang et al., 2023c; Ghaffari & Krishnaswamy, 2024b). Despite growing interest in spatial intelligence, research into LLMs’ physical reasoning failures is still sparse. In this section, we survey failures across three progressively complex embodied reasoning modalities: (1) 1D text-based, (2) 2D perception-based, and (3) 3D real-world physical reasoning.

5.1 1D – Text-Based Physical Reasoning Failures

Text-Based Physical Commonsense Reasoning. Physical commonsense reasoning refers to the intuitive understanding of how objects interact in the physical world. Failures of LLMs include lack of knowledge about *object attributes* (e.g., size, weight, softness) (Wang et al., 2023c; Liu et al., 2022b; Shu et al., 2023; Kondo et al., 2023), *spatial relationships* (e.g., above, inside, next to) (Liu et al., 2022b; Shu et al., 2023; Kondo et al., 2023), simple physical laws (e.g., gravity, motion, and force) (Gregorcic & Pendrill, 2023), and object affordance (possible actions/reactions an object can make) (Aroca-Ouellette et al., 2021; Adak et al., 2024; Pensa et al., 2024). Humans acquire this kind of reasoning effortlessly through embodied experience, whereas LLMs struggle in it, as they rely solely on textual data without direct perceptual or embodied experience. Even in purely text-based settings, when tasks require more than semantic comprehension,

demanding real-world understanding, LLMs exhibit systematic failures. These failures are **fundamental** to current LLMs. While their architectures and training paradigms support impressive language-based learning, they lack the physical grounding.

Physics & Scientific Reasoning. Beyond basic physical commonsense, LLMs struggle with formal physics reasoning and scientific problem-solving, which require not just factual recall and intuition but multi-step logical deduction, quantitative reasoning, and correct use of physical laws – areas where even state-of-the-art models like o1 (Jaech et al., 2024) and o3-mini (OpenAI, 2025) have notable deficits (Zhang et al., 2025a; Xu et al., 2025b; Gupta, 2023; Chung et al., 2025; Zhang et al., 2025b; Qiu et al., 2025). Notably, even when LLMs possess these scientific skills, they often fail to *apply* them effectively in complex problems and real-world scientific discovery (Jaiswal et al., 2024; Ouyang et al., 2023; Chen et al., 2025). These failures result in strong **limitations** in LLMs’ application in scientific domains.

Text-Based Mitigation. These failures largely reflect limitations inherent to the text modality, since semantic and linguistic understanding alone cannot guarantee grounded physical insight (Wang et al., 2023c; Zhang et al., 2025b). Text-based mitigation strategies focus on three fronts: training, prompting, and integration with external tools. First, LLMs are fine-tuned on corpora that explicitly encode structured physical knowledge – such as object attributes, spatial relationships, or physical laws – to better align model priors with real-world dynamics (Lyu et al., 2024; Wang et al., 2023c). Second, prompting methods like CoT encourage models to reason explicitly, reducing reliance on shallow text-based pattern-matching and enabling discovery of more nuanced causal and spatial relationships (Wei et al., 2022b; Ding et al., 2023). Third, LLMs are increasingly paired with external tools – such as code executors or physics engines – that allow models to verify, simulate, or compute outcomes directly and tangibly (Ma et al., 2024c; Cherian et al., 2024).

5.2 2D – Perception-Based Physical Reasoning Failures

What’s Wrong with the Picture? The classic “What’s Wrong with the Picture?” visual reasoning game challenges participants to spot anomalies in static images. Applied to vision-language models (VLMs), similar tasks reveal surprising failures in simple tasks such as anomaly detection (Bitton-Guetta et al., 2023; Zhou et al., 2023b), object counting and overlap identification (Rahmanzadehgervi et al., 2024), and spatial relation understanding from the image content (Liu et al., 2023a; Zhao et al., 2024a). These failures constitute key perception-related **limitations** and **robustness** vulnerabilities.

2D Physics and Physical Commonsense. Extending beyond detecting simple anomalies or object properties in static images, VLMs face deeper challenges reasoning about the physics in visual contexts. Despite the addition of visual inputs, VLMs still struggle with physical commonsense (Li et al., 2024d; Ghaffari & Krishnaswamy, 2024a; Schulze Buschoff et al., 2025; Dagan et al., 2023; Balazadeh et al., 2024b; Chow et al., 2025; Bear et al., 2021; Xu et al., 2025c) and advanced physics (Ates et al., 2020; Anand et al., 2024; Shen et al., 2025), exhibiting performance gaps similar to those seen in text-only settings discussed in Section 5.1. Similar to the 1D setting, these weaknesses reflect **fundamental** failures of current models and lead to significant **limitations** in applying them to scientific and perception-based domains.

Visual Input for Spatial Reasoning. Real-world spatial reasoning requires understanding *evolving spatial relationships* rather than isolated snapshots. Recent works use 2D simulated environments to test models’ grasp of *motion and object interactions* (e.g., predicting post-impact trajectories) (Cherian et al., 2024), *spatial prediction and manipulation* (e.g., object placement for stability) (Ghaffari & Krishnaswamy, 2024b), *spatial communication and alignment* (e.g., conveying location information) (Kar et al., 2025), and *embodied planning* in multi-step tasks (Chia et al., 2024; Paglieri et al., 2024; Xu et al., 2025c). While VLMs exhibit some basic spatial knowledge, they consistently fail to compose and apply it in dynamic, interactive tasks, revealing a gap in structured spatial reasoning. This failure is an indication of **limitations** on 2D relevant applications.

Perception-Based Mitigation. These errors arise from three key sources. First, models often over-rely on text or common scenarios from their training data, rather than accurately interpreting visual inputs (Deng

et al., 2025a; Bitton-Guetta et al., 2023; Zhou et al., 2023b). Second, some failures may be explained by the binding problem from cognitive science, where the brain – or a model – struggles to process multiple distinct objects simultaneously due to limited shared resources (Campbell et al., 2025). Third, just as language alone does not guarantee grounded physical understanding, visual inputs alone may also lack sufficient spatial semantics; plain image recognition does not automatically confer an understanding of spatial object dynamics and causality (Chen et al., 2024a; Qi et al., 2025). To mitigate, recent work focuses on curating balanced, augmented datasets to reduce bias toward text inputs, or directly using 2D physics data to improve physical understanding (Deng et al., 2025a; Balazadeh et al., 2024a). Another strategy targets training and model architecture (Cheng et al., 2024), by introducing spatially grounded, sequential attention mechanisms (Izadi et al., 2025) and leveraging reinforcement learning to align models with spatial commonsense (Sarch et al., 2025). Finally, beyond end-to-end learning, integration with external physical simulation tools has also emerged, to enable explicit trial-and-error (Liu et al., 2022a; Cherian et al., 2024; Zhu et al., 2025).

5.3 3D – Real-World Physical Reasoning Failures

Real embodied reasoning requires agents to actively interact with their environment, through robotics or interactive simulations that go beyond static images or simple 2D snapshots. Such agents must process real-time goals and feedback, and execute physical actions. Unlike 1D (text-only) and 2D (image-based) tasks, 3D embodied reasoning centers on *action* rather than passive analysis. Despite advances in robotics and embodied AI, LLMs and VLMs face persistent challenges including inaccurate spatial modeling, unrealistic affordance prediction, tool-use failures, and unsafe behaviors. This subsection highlights these key failure cases from both simulated and real-world studies.

Real-World Failures in Affordance and Planning. A key failure is models’ inability to generate feasible and coherent action plans. LLMs and VLMs often produce physically impossible or inefficient actions due to affordance errors (incorrect reasoning about possible object actions) (Ahn et al., 2022; Li et al., 2025; Hu et al., 2024; Huang et al., 2022a; Jin et al., 2024) and causal real-world reasoning limitations that cause illogical or looping behaviors (Jin et al., 2024; Hu et al., 2024). These **fundamental** shortcomings in modeling real-world affordances and planning significantly constrain the deployment of LLMs in embodied and real-world applications, motivating emerging research on world models and robotics systems that can more effectively perceive, plan, and interact with the physical environment.

Spatial and Tool-Use Reasoning. Even when LLMs successfully decompose tasks and generate seemingly valid plans, failures arise due to poor spatial reasoning (Dao & Vu, 2025; Mecattaf et al., 2024) and the inability to generalize tool-use strategies (Xu et al., 2023a). Concretely, LLMs often struggle with 3D distance estimation (Mecattaf et al., 2024; Chen et al., 2024a), object localization (Mecattaf et al., 2024), and multi-step manipulation (Guran et al., 2024), leading to systematic failures in both spatial awareness and interaction with physical environments. These failures **limit** the adaptability of LLMs in many real-world settings where they must quickly understand, adapt to, and utilize the environment.

Safety and Long-Term Autonomy. Safety and reliability of LLM-driven embodied agents are ongoing concerns. LLM-generated robotic task plans are highly sensitive to prompt phrasing (Liang et al., 2023) and vulnerable to adversarial manipulation (Zhang et al., 2024c). Moreover, these systems fail to align with human ethical requirements and are easily jailbroken to perform harmful actions, such as recording private information (Rezaei et al., 2025; Zhang et al., 2024c). These findings on **limitations** and **robustness** concerns underscore the urgent need for robust, self-correcting, and safety-aware embodied AI systems before real-world deployment.

Embodied Mitigation. A critical factor underlying these failures is the auto-regressive nature of LLMs. Naive LLMs and VLMs generate plans step by step, lacking mechanisms to detect and correct earlier mistakes or execution errors (Liang et al., 2023; Huang et al., 2022b; Duan et al., 2024). Incorporating feedback mechanisms or explicit error-handling strategies significantly reduces these errors (Liang et al., 2023; Wang et al., 2023a). Another major factor is the absence of a robust *internal world model* (Dao & Vu, 2025; Wu et al., 2025a), which often forces LLMs to rely on external aids – such as explicit spatial prompts – to

compensate for their limited spatial and real-world reasoning. To advance embodied intelligence, future research should focus on strengthening LLMs’ internal representations of space, including spatial memory, real-world causal dynamics, and quantitative spatial understanding.

6 Discussions & Conclusion

Along the Failure Axis. While our main taxonomy organizes failures by *reasoning type*, examining them along the complementary *failure axis* reveals cross-cutting patterns. **Fundamental failures** – stemming from intrinsic architectural or training constraints – manifest across all reasoning types. For example, the *reversal curse* (Section 4.1), cognitive biases such as confirmation bias (Section 3.1), and working memory limitations that cause proactive interference (Section 3.1) appear in informal reasoning, formal logic, and embodied settings alike. Root cause analyses in those categories are particularly rich, suggesting meaningful methods not only for mitigating the specific failures, but for generally improving the architecture and our understanding of it. **Application-specific limitations** cluster in certain domains: Theory of Mind instability in implicit social reasoning (Section 3.2), inability to generalize to novel Math Word Problem structures in formal reasoning (Section 4.2), or systematic affordance prediction errors in 3D embodied reasoning (Section 5.3). These typically require domain-specific mitigation strategies, such as integrating physics simulators for embodied tasks or symbolic augmentation for mathematics. Tracing the failure cases back to fundamental elements in data or architecture has, on the other hand, attracted less attention from existing literature. **Robustness issues** cut across domains but are particularly well-studied in benchmark-based evaluations (Section 4.2) and social reasoning (Section 3.2, where minor, semantically-preserving perturbations – such as reordering options in multiple-choice questions, renaming variables in code, or paraphrasing moral dilemmas – can lead to large and inconsistent shifts in model outputs). Approaches to detect robustness issues largely revolve around applying such perturbations at scale, often automatically, to stress-test model stability. This perturbation-based paradigm has proven transferable across domains, from coding benchmarks to ToM evaluations, suggesting its utility as a unified detection methodology.

Suggestions for Future Directions. Our survey highlights several gaps and opportunities. First, **root cause analyses** remain incomplete for some failures, including compositional reasoning breakdowns (Section 4.1), higher-order ToM failures (Section 3.2), physical commonsense gaps in 2D and 3D environments (Sections 5.2, 5.3), and brittle multi-agent planning (Section 3.3). Bridging these requires connecting behavioral errors to specific internal mechanisms, e.g., faulty attention head coordination or insufficient intermediate representation alignment. Second, the field would benefit from **unified, persistent failure benchmarks** that span all failure types, akin to the very recent effort Malek et al. (2025), updated regularly to test the *latest* general-purpose and reasoning-specialized models. Such benchmarks should preserve historically challenging cases while incorporating newly discovered ones, enabling longitudinal tracking of failure persistence. Third, **failure-injection principles** could be applied not only to dedicated robustness benchmarks but also to general reasoning benchmarks – by adding adversarial sections, multi-level task difficulty, or cross-domain compositions designed to trigger known weaknesses. Fourth, **dynamic and event-driven benchmarks** could combat overfitting and encourage continual improvement. Promising strategies include (i) (partially) private benchmarks (Phan et al., 2025; Rajore et al., 2024; Zhang et al., 2024d), (ii) dynamically evolving suites (Jain et al., 2024a; White et al., 2024; Zheng et al., 2025), and (iii) adapting regularly occurring events into benchmarks, such as annual competitions (e.g., AIMO² for mathematical reasoning), which naturally provide fresh, unseen evaluation items. In combination, these approaches would make reasoning evaluation both more comprehensive and more resistant to short-term overfitting.

A Broad Picture. Admittedly, existing literature, and therefore this survey, may over-represent certain reasoning or failure types, leaving some areas less explored. In particular, multi-turn and interactive contexts remain closer to real-world deployment conditions but are underrepresented in current literature; persistent coordination breakdowns in multi-agent simulations (Section 3.3) illustrate the complexity and significance of these scenarios. Future work should expand benchmark diversity to better capture reasoning failures that arise in such realistic, interactive settings. Overall, the systematic study of reasoning failures in LLMs parallels

²AIMO Prize: <https://aimoprize.com/>.

fault-tolerance research in early computing and incident analysis in safety-critical industries: understanding and categorizing failure is a prerequisite for building resilient systems. By unifying fragmented observations into a structured, two-axis taxonomy, this survey lays a foundation for a mature subfield dedicated to anticipating, detecting, and mitigating reasoning failures. As reasoning-specialized models become more prevalent, sustained attention to failure modes will be essential to ensure that future LLMs not only perform better in reasoning tasks, but *fail better* (gracefully, transparently, recoverably).

Acknowledgments

We thank Gabriel Poesia for very helpful suggestions and valuable feedback on an initial version of this paper, and Emily Gu for early contributions and discussions on an initial version of Section 5. We greatly appreciate valuable suggestions from anonymous reviewers and action editor at TMLR, which helped strengthen this paper substantially.

References

- Sayantan Adak, Daivik Agrawal, Animesh Mukherjee, and Somak Aditya. Text2afford: Probing object affordance prediction abilities of language models solely from text. *arXiv preprint arXiv:2402.12881*, 2024.
- Utkarsh Agarwal, Kumar Tanmay, Aditi Khandelwal, and Monojit Choudhury. Ethical reasoning and moral value alignment of llms depend on the language we prompt them in. *arXiv preprint arXiv:2404.18460*, 2024.
- Saaket Agashe, Yue Fan, Anthony Reyna, and Xin Eric Wang. Llm-coordination: Evaluating and analyzing multi-agent coordination abilities in large language models, 2024. URL <https://arxiv.org/abs/2310.03903>.
- Michael Ahn, Anthony Brohan, Noah Brown, Yevgen Chebotar, Omar Cortes, Byron David, Chelsea Finn, Chuyuan Fu, Keerthana Gopalakrishnan, Karol Hausman, et al. Do as i can, not as i say: Grounding language in robotic affordances. *arXiv preprint arXiv:2204.01691*, 2022.
- Zeyuan Allen-Zhu and Yuanzhi Li. Physics of language models: Part 3.1, knowledge storage and extraction, 2024. URL <https://arxiv.org/abs/2309.14316>.
- Scott T Allison and David M Messick. The group attribution error. *Journal of Experimental Social Psychology*, 21(6):563–579, 1985.
- Guilherme F.C.F. Almeida, José Luiz Nunes, Neele Engelmann, Alex Wiegmann, and Marcelo de Araújo. Exploring the psychology of llms’ moral and legal reasoning. *Artificial Intelligence*, 333:104145, August 2024. ISSN 0004-3702. doi: 10.1016/j.artint.2024.104145. URL <http://dx.doi.org/10.1016/j.artint.2024.104145>.
- Norah Alzahrani, Hisham Abdullah Alyahya, Yazeed Alnumay, Sultan Alrashed, Shaykhah Alsubaie, Yusef Almushaykeh, Faisal Mirza, Nouf Alotaibi, Nora Altwairesh, Areeb Alowisheq, et al. When benchmarks are targets: Revealing the sensitivity of large language model leaderboards. *arXiv preprint arXiv:2402.01781*, 2024.
- Maryam Amirizani, Elias Martin, Maryna Sivachenko, Afra Mashhadi, and Chirag Shah. Can llms reason like humans? assessing theory of mind reasoning in llms for open-ended questions. In *Proceedings of the 33rd ACM International Conference on Information and Knowledge Management*, pp. 34–44, 2024a.
- Maryam Amirizani, Elias Martin, Maryna Sivachenko, Afra Mashhadi, and Chirag Shah. Do llms exhibit human-like reasoning? evaluating theory of mind in llms for open-ended responses. *arXiv preprint arXiv:2406.05659*, 2024b.
- Shengnan An, Zexiong Ma, Zeqi Lin, Nanning Zheng, Jian-Guang Lou, and Weizhu Chen. Learning from mistakes makes llm better reasoner, 2024. URL <https://arxiv.org/abs/2310.20689>.

- Avinash Anand, Janak Kapuriya, Apoorv Singh, Jay Saraf, Naman Lal, Astha Verma, Rushali Gupta, and Rajiv Shah. Mm-phyqa: Multimodal physics question-answering with multi-image cot prompting. In *Pacific-Asia Conference on Knowledge Discovery and Data Mining*, pp. 53–64. Springer, 2024.
- Risako Ando, Takanobu Morishita, Hirohiko Abe, Koji Mineshima, and Mitsuhiro Okada. Evaluating large language models with neubaroco: Syllogistic reasoning ability and human-like biases, 2023. URL <https://arxiv.org/abs/2306.12567>.
- Kristin Andrews and Susana Monsó. Animal Cognition. In Edward N. Zalta (ed.), *The Stanford Encyclopedia of Philosophy*. Metaphysics Research Lab, Stanford University, Spring 2021 edition, 2021.
- Stéphane Aroca-Ouellette, Cory Paik, Alessandro Roncone, and Katharina Kann. Prost: Physical reasoning about objects through space and time. *Findings of the Association for Computational Linguistics: ACL-IJCNLP 2021*, pp. 4597–4608, 2021. doi: 10.18653/v1/2021.findings-acl.404.
- Tayfun Ates, M Samil Atesoglu, Cagatay Yigit, Ilker Kesen, Mert Kobas, Erkut Erdem, Aykut Erdem, Tilbe Goksun, and Deniz Yuret. Craft: A benchmark for causal reasoning about forces and interactions. *arXiv preprint arXiv:2012.04293*, 2020.
- Alan Baddeley. Working memory. *Memory*, pp. 71–111, 2020.
- Haoyue Bai, Yiyue Sun, Wenjie Hu, Shi Qiu, Maggie Ziyu Huan, Peiyang Song, Robert Nowak, and Dawn Song. How and why llms generalize: A fine-grained analysis of llm reasoning from cognitive behaviors to low-level patterns. *arXiv preprint arXiv:2512.24063*, 2025.
- Xuechunzi Bai, Angelina Wang, Ilya Sucholutsky, and Thomas L Griffiths. Measuring implicit bias in explicitly unbiased large language models. *arXiv preprint arXiv:2402.04105*, 2024.
- Bowen Baker, Joost Huizinga, Leo Gao, Zehao Dou, Melody Y Guan, Aleksander Madry, Wojciech Zaremba, Jakub Pachocki, and David Farhi. Monitoring reasoning models for misbehavior and the risks of promoting obfuscation. *arXiv preprint arXiv:2503.11926*, 2025.
- Vahid Balazadeh, Mohammadmehdi Ataei, Hyunmin Cheong, Amir Hosein Khasahmadi, and Rahul G Krishnan. Physics context builders: A modular framework for physical reasoning in vision-language models. *arXiv preprint arXiv:2412.08619*, 2024a.
- Vahid Balazadeh, Mohammadmehdi Ataei, Hyunmin Cheong, Amir Hosein Khasahmadi, and Rahul G Krishnan. Synthetic vision: Training vision-language models to understand physics. *arXiv preprint arXiv:2412.08619*, 2024b.
- Logan Barnhart, Reza Akbarian Bafghi, Stephen Becker, and Maziar Raissi. Aligning to what? limits to rlhf based alignment, 2025. URL <https://arxiv.org/abs/2503.09025>.
- Lawrence W Barsalou. Grounded cognition. *Annu. Rev. Psychol.*, 59(1):617–645, 2008.
- Daniel M Bear, Elias Wang, Damian Mrowca, Felix J Binder, Hsiao-Yu Fish Tung, RT Pramod, Cameron Holdaway, Sirui Tao, Kevin Smith, Fan-Yun Sun, et al. Physion: Evaluating physical prediction from vision in humans and machines. *arXiv preprint arXiv:2106.08261*, 2021.
- Yoshua Bengio, Sören Mindermann, Daniel Privitera, Tamay Besiroglu, Rishi Bommasani, Stephen Casper, Yejin Choi, Philip Fox, Ben Garfinkel, Danielle Goldfarb, Hoda Heidari, Anson Ho, Sayash Kapoor, Leila Khalatbari, Shayne Longpre, Sam Manning, Vasilios Mavroudis, Mantas Mazeika, Julian Michael, Jessica Newman, Kwan Yee Ng, Chinasa T. Okolo, Deborah Raji, Girish Sastry, Elizabeth Seger, Theodora Skeadas, Tobin South, Emma Strubell, Florian Tramèr, Lucia Velasco, Nicole Wheeler, Daron Acemoglu, Olubayo Adekanmbi, David Dalrymple, Thomas G. Dietterich, Edward W. Felten, Pascale Fung, Pierre-Olivier Gourinchas, Fredrik Heintz, Geoffrey Hinton, Nick Jennings, Andreas Krause, Susan Leavy, Percy Liang, Teresa Ludermitz, Vidushi Marda, Helen Margetts, John McDermid, Jane Munga, Arvind Narayanan, Alondra Nelson, Clara Neppel, Alice Oh, Gopal Ramchurn, Stuart Russell, Marietje Schaake, Bernhard Schölkopf, Dawn Song, Alvaro Soto, Lee Tiedrich, Gaël Varoquaux, Andrew Yao, Ya-Qin Zhang, Fahad

- Albalawi, Marwan Alserkal, Olubunmi Ajala, Guillaume Avrin, Christian Busch, André Carlos Ponce de Leon Ferreira de Carvalho, Bronwyn Fox, Amandeep Singh Gill, Ahmet Halit Hatip, Juha Heikkilä, Gill Jolly, Ziv Katzir, Hiroaki Kitano, Antonio Krüger, Chris Johnson, Saif M. Khan, Kyoung Mu Lee, Dominic Vincent Ligt, Oleksii Molchanovskyi, Andrea Monti, Nusu Mwamanzi, Mona Nemer, Nuria Oliver, José Ramón López Portillo, Balaraman Ravindran, Raquel Pezoa Rivera, Hammam Riza, Crystal Rugege, Ciarán Seoighe, Jerry Sheehan, Haroon Sheikh, Denise Wong, and Yi Zeng. International ai safety report, 2025. URL <https://arxiv.org/abs/2501.17805>.
- Gal Beniamini, Yuval Dor, Alon Vinnikov, Shir Granot Peled, Or Weinstein, Or Sharir, Noam Wies, Tomer Nussbaum, Ido Ben Shaul, Tomer Zekharya, Yoav Levine, Shai Shalev-Shwartz, and Amnon Shashua. Formulaone: Measuring the depth of algorithmic reasoning beyond competitive programming, 2025. URL <https://arxiv.org/abs/2507.13337>.
- Lukas Berglund, Meg Tong, Max Kaufmann, Mikita Balesni, Asa Cooper Stickland, Tomasz Korbak, and Owain Evans. The reversal curse: Llms trained on " a is b" fail to learn " b is a". *arXiv preprint arXiv:2309.12288*, 2023.
- Apratim Bhattacharyya, Sunny Panchal, Mingu Lee, Reza Pourreza, Pulkit Madan, and Roland Memisevic. Look, remember and reason: Grounded reasoning in videos with language models, 2024. URL <https://arxiv.org/abs/2306.17778>.
- Federico Bianchi, Pratyusha Kalluri, Esin Durmus, Faisal Ladhak, Myra Cheng, Debora Nozza, Tatsunori Hashimoto, Dan Jurafsky, James Zou, and Aylin Caliskan. Easily accessible text-to-image generation amplifies demographic stereotypes at large scale. In *2023 ACM Conference on Fairness, Accountability, and Transparency, FAccT '23*, pp. 1493–1504. ACM, June 2023. doi: 10.1145/3593013.3594095. URL <http://dx.doi.org/10.1145/3593013.3594095>.
- Nitzan Bitton-Guetta, Yonatan Bitton, Jack Hessel, Ludwig Schmidt, Yuval Elovici, Gabriel Stanovsky, and Roy Schwartz. Breaking common sense: Whoops! a vision-and-language benchmark of synthetic and compositional images. In *Proceedings of the IEEE/CVF International Conference on Computer Vision*, pp. 2616–2627, 2023.
- Vamshi Krishna Bonagiri, Sreeram Vennam, Manas Gaur, and Ponnurangam Kumaraguru. Measuring moral inconsistencies in large language models. *arXiv preprint arXiv:2402.01719*, 2024.
- Angana Borah and Rada Mihalcea. Towards implicit bias detection and mitigation in multi-agent llm interactions. *arXiv preprint arXiv:2410.02584*, 2024.
- Ali Borji. A categorical archive of chatgpt failures, 2023. URL <https://arxiv.org/abs/2302.03494>.
- Johan Boye and Birger Moell. Large language models and mathematical reasoning failures, 2025. URL <https://arxiv.org/abs/2502.11574>.
- Peter G. Brodeur, Thomas A. Buckley, Zahir Kanjee, Ethan Goh, Evelyn Bin Ling, Priyank Jain, Stephanie Cabral, Raja-Elie Abdunour, Adrian Haimovich, Jason A. Freed, Andrew Olson, Daniel J. Morgan, Jason Hom, Robert Gallo, Eric Horvitz, Jonathan Chen, Arjun K. Manrai, and Adam Rodman. Superhuman performance of a large language model on the reasoning tasks of a physician, 2024. URL <https://arxiv.org/abs/2412.10849>.
- Sébastien Bubeck, Varun Chandrasekaran, Ronen Eldan, Johannes Gehrke, Eric Horvitz, Ece Kamar, Peter Lee, Yin Tat Lee, Yuanzhi Li, Scott Lundberg, et al. Sparks of artificial general intelligence: Early experiments with gpt-4. *arXiv preprint arXiv:2303.12712*, 2023.
- Tianchi Cai, Xierui Song, Jiyan Jiang, Fei Teng, Jinjie Gu, and Guannan Zhang. Ulma: Unified language model alignment with human demonstration and point-wise preference, 2024. URL <https://arxiv.org/abs/2312.02554>.

- Declan Campbell, Sunayana Rane, Tyler Giallanza, Camillo Nicolò De Sabbata, Kia Ghods, Amogh Joshi, Alexander Ku, Steven Frankland, Tom Griffiths, Jonathan D Cohen, et al. Understanding the limits of vision language models through the lens of the binding problem. *Advances in Neural Information Processing Systems*, 37:113436–113460, 2025.
- Jose J Canas, Inmaculada Fajardo, and Ladislao Salmeron. Cognitive flexibility. *International encyclopedia of ergonomics and human factors*, 1(3):297–301, 2006.
- Mark D. Cannon and Amy C. Edmondson. Failing to learn and learning to fail (intelligently): How great organizations put failure to work to innovate and improve. *Long Range Planning*, 38(3):299–319, 2005. ISSN 0024-6301. doi: <https://doi.org/10.1016/j.lrp.2005.04.005>. URL <https://www.sciencedirect.com/science/article/pii/S0024630105000580>. Organizational Failure.
- Riccardo Cantini, Giada Cosenza, Alessio Orsino, and Domenico Talia. Are large language models really bias-free? jailbreak prompts for assessing adversarial robustness to bias elicitation. In *International Conference on Discovery Science*, pp. 52–68. Springer, 2024.
- Davide Castelvechi. Can we open the black box of ai? *Nature News*, 538(7623):20, 2016.
- Mohna Chakraborty, Lu Wang, and David Jurgens. Structured moral reasoning in language models: A value-grounded evaluation framework, 2025. URL <https://arxiv.org/abs/2506.14948>.
- Jason Chan, Robert Gaizauskas, and Zhixue Zhao. Rulebreakers challenge: Revealing a blind spot in large language models’ reasoning with formal logic, 2024. URL <https://arxiv.org/abs/2410.16502>.
- Yingshan Chang and Yonatan Bisk. Language models need inductive biases to count inductively, 2024. URL <https://arxiv.org/abs/2405.20131>.
- Boyuan Chen, Zhuo Xu, Sean Kirmani, Brain Ichter, Dorsa Sadigh, Leonidas Guibas, and Fei Xia. Spatialvlm: Endowing vision-language models with spatial reasoning capabilities. In *Proceedings of the IEEE/CVF Conference on Computer Vision and Pattern Recognition*, pp. 14455–14465, 2024a.
- Jiawei Chen, Hongyu Lin, Xianpei Han, and Le Sun. Benchmarking large language models in retrieval-augmented generation. In *Proceedings of the AAAI Conference on Artificial Intelligence*, volume 38, pp. 17754–17762, 2024b.
- Tingting Chen, Srinivas Anumasa, Beibei Lin, Vedant Shah, Anirudh Goyal, and Dianbo Liu. Auto-bench: An automated benchmark for scientific discovery in llms. *arXiv preprint arXiv:2502.15224*, 2025.
- Xinyun Chen, Ryan A. Chi, Xuezhi Wang, and Denny Zhou. Premise order matters in reasoning with large language models, 2024c. URL <https://arxiv.org/abs/2402.08939>.
- Yulong Chen, Yang Liu, Jianhao Yan, Xuefeng Bai, Ming Zhong, Yinghao Yang, Ziyi Yang, Chenguang Zhu, and Yue Zhang. See what llms cannot answer: A self-challenge framework for uncovering llm weaknesses, 2024d. URL <https://arxiv.org/abs/2408.08978>.
- An-Chieh Cheng, Hongxu Yin, Yang Fu, Qiushan Guo, Ruihan Yang, Jan Kautz, Xiaolong Wang, and Sifei Liu. Spatialrgpt: Grounded spatial reasoning in vision-language models. *Advances in Neural Information Processing Systems*, 37:135062–135093, 2024.
- Anoop Cherian, Radu Corcodel, Siddarth Jain, and Diego Romeres. Llmphy: Complex physical reasoning using large language models and world models. *arXiv preprint arXiv:2411.08027*, 2024.
- I-Chun Chern, Steffi Chern, Shiqi Chen, Weizhe Yuan, Kehua Feng, Chunting Zhou, Junxian He, Graham Neubig, and Pengfei Liu. Factool: Factuality detection in generative ai—a tool augmented framework for multi-task and multi-domain scenarios, 2023. URL <https://arxiv.org/abs/2307.13528>, 2023.
- Yew Ken Chia, Qi Sun, Lidong Bing, and Soujanya Poria. Can-do! a dataset and neuro-symbolic grounded framework for embodied planning with large multimodal models. *arXiv preprint arXiv:2409.14277*, 2024.

- Jaemin Cho, Abhay Zala, and Mohit Bansal. Dall-eval: Probing the reasoning skills and social biases of text-to-image generation models, 2023. URL <https://arxiv.org/abs/2202.04053>.
- Georgios Chochlakis, Alexandros Potamianos, Kristina Lerman, and Shrikanth Narayanan. The strong pull of prior knowledge in large language models and its impact on emotion recognition. *arXiv preprint arXiv:2403.17125*, 2024.
- Wei Chow, Jiageng Mao, Boyi Li, Daniel Seita, Vitor Guizilini, and Yue Wang. Physbench: Benchmarking and enhancing vision-language models for physical world understanding. *arXiv preprint arXiv:2501.16411*, 2025.
- Zhibo Chu, Zichong Wang, and Wenbin Zhang. Fairness in large language models: A taxonomic survey. *ACM SIGKDD explorations newsletter*, 26(1):34–48, 2024.
- Daniel JH Chung, Zhiqi Gao, Yurii Kvasiuk, Tianyi Li, Moritz Münchmeyer, Maja Rudolph, Frederic Sala, and Sai Chaitanya Tadepalli. Theoretical physics benchmark (tpbench)—a dataset and study of ai reasoning capabilities in theoretical physics. *arXiv preprint arXiv:2502.15815*, 2025.
- Christopher Clark, Kenton Lee, Ming-Wei Chang, Tom Kwiatkowski, Michael Collins, and Kristina Toutanova. Boolq: Exploring the surprising difficulty of natural yes/no questions, 2019. URL <https://arxiv.org/abs/1905.10044>.
- Kwesi Cobbina and Tianyi Zhou. Where to show demos in your prompt: A positional bias of in-context learning. *arXiv preprint arXiv:2507.22887*, 2025.
- Philip R. P. Coelho and James E. McClure. Learning from Failure. Working Papers 200402, Ball State University, Department of Economics, January 2004. URL <https://ideas.repec.org/p/bsu/wpaper/200402.html>.
- Michelle Cohn, Mahima Pushkarna, Gbolahan O Olanubi, Joseph M Moran, Daniel Padgett, Zion Mengesha, and Courtney Heldreth. Believing anthropomorphism: examining the role of anthropomorphic cues on trust in large language models. In *Extended Abstracts of the CHI Conference on Human Factors in Computing Systems*, pp. 1–15, 2024.
- Katherine M Collins, Simon Frieder, Jonas Bayer, Jacob Loader, Jeck Lim, Peiyang Song, Fabian Zaiser, Lexin Zhou, Shanda Li, Shi-Zhuo Looi, et al. Ai impact on human proof formalization workflows. In *The 5th Workshop on Mathematical Reasoning and AI at NeurIPS 2025*, 2025.
- Javier Conde, Gonzalo Martínez, Pedro Reviriego, Zhen Gao, Shanshan Liu, and Fabrizio Lombardi. Can chatgpt learn to count letters? *Computer*, 58(3):96–99, 2025.
- Irving M Copi, Carl Cohen, and Kenneth McMahan. *Introduction to logic*. Routledge, 2016.
- Logan Cross, Violet Xiang, Agam Bhatia, Daniel LK Yamins, and Nick Haber. Hypothetical minds: Scaffolding theory of mind for multi-agent tasks with large language models. *arXiv preprint arXiv:2407.07086*, 2024.
- Gautier Dagan, Frank Keller, and Alex Lascarides. Learning the effects of physical actions in a multi-modal environment. *arXiv preprint arXiv:2301.11845*, 2023.
- Adam Dahlgren Lindström, Leila Methnani, Lea Krause, Petter Ericson, Íñigo Martínez de Rituerto de Troya, Dimitri Coelho Mollo, and Roel Dobbe. Helpful, harmless, honest? sociotechnical limits of ai alignment and safety through reinforcement learning from human feedback: Ad lindström et al. *Ethics and Information Technology*, 27(2):28, 2025.
- Alan Dao and Dinh Bach Vu. Alphamaze: Enhancing large language models’ spatial intelligence via grpo. *arXiv preprint arXiv:2502.14669*, 2025.
- Tri Dao, Daniel Y. Fu, Stefano Ermon, Atri Rudra, and Christopher Ré. Flashattention: Fast and memory-efficient exact attention with io-awareness, 2022. URL <https://arxiv.org/abs/2205.14135>.

- Badhan Chandra Das, M. Hadi Amini, and Yanzhao Wu. Security and privacy challenges of large language models: A survey. *ACM Comput. Surv.*, 57(6), February 2025. ISSN 0360-0300. doi: 10.1145/3712001. URL <https://doi.org/10.1145/3712001>.
- David "davidad" Dalrymple, Joar Skalse, Yoshua Bengio, Stuart Russell, Max Tegmark, Sanjit Seshia, Steve Omohundro, Christian Szegedy, Ben Goldhaber, Nora Ammann, Alessandro Abate, Joe Halpern, Clark Barrett, Ding Zhao, Tan Zhi-Xuan, Jeannette Wing, and Joshua Tenenbaum. Towards guaranteed safe ai: A framework for ensuring robust and reliable ai systems, 2024. URL <https://arxiv.org/abs/2405.06624>.
- Christian Schroeder de Witt. Open challenges in multi-agent security: Towards secure systems of interacting ai agents, 2025. URL <https://arxiv.org/abs/2505.02077>.
- Aniruddha Deb, Neeva Oza, Sarthak Singla, Dinesh Khandelwal, Dinesh Garg, and Parag Singla. Fill in the blank: Exploring and enhancing llm capabilities for backward reasoning in math word problems, 2024. URL <https://arxiv.org/abs/2310.01991>.
- DeepSeek-AI. Deepseek-r1: Incentivizing reasoning capability in llms via reinforcement learning, 2025. URL <https://arxiv.org/abs/2501.12948>.
- Ailin Deng, Tri Cao, Zhirui Chen, and Bryan Hooi. Words or vision: Do vision-language models have blind faith in text? *arXiv preprint arXiv:2503.02199*, 2025a.
- Chunyuan Deng, Zhiqi Li, Roy Xie, Ruidi Chang, and Hanjie Chen. Language models are symbolic learners in arithmetic, 2024. URL <https://arxiv.org/abs/2410.15580>.
- Xun Deng, Sicheng Zhong, Andreas Veneris, Fan Long, and Xujie Si. Verifythisbench: Generating code, specifications, and proofs all at once, 2025b. URL <https://arxiv.org/abs/2505.19271>.
- Soham Deshmukh, Shuo Han, Hazim Bukhari, Benjamin Elizalde, Hannes Gamper, Rita Singh, and Bhiksha Raj. Audio entailment: Assessing deductive reasoning for audio understanding, 2024. URL <https://arxiv.org/abs/2407.18062>.
- Jacob Devlin, Ming-Wei Chang, Kenton Lee, and Kristina Toutanova. Bert: Pre-training of deep bidirectional transformers for language understanding, 2019. URL <https://arxiv.org/abs/1810.04805>.
- Adele Diamond. Executive functions. *Annual review of psychology*, 64(1):135–168, 2013.
- Jingzhe Ding, Yan Cen, and Xinyuan Wei. Using large language model to solve and explain physics word problems approaching human level. *arXiv preprint arXiv:2309.08182*, 2023.
- Tuan Dinh, Jinman Zhao, Samson Tan, Renato Negrinho, Leonard Lausen, Sheng Zha, and George Karypis. Large language models of code fail at completing code with potential bugs, 2023. URL <https://arxiv.org/abs/2306.03438>.
- SeungHeon Doh, Keunwoo Choi, Jongpil Lee, and Juhan Nam. Lp-musiccaps: Llm-based pseudo music captioning, 2023. URL <https://arxiv.org/abs/2307.16372>.
- Kefan Dong and Tengyu Ma. Stp: Self-play llm theorem provers with iterative conjecturing and proving, 2025. URL <https://arxiv.org/abs/2502.00212>.
- John Dougrez-Lewis, Mahmud Elahi Akhter, Yulan He, and Maria Liakata. Assessing the reasoning abilities of chatgpt in the context of claim verification, 2024. URL <https://arxiv.org/abs/2402.10735>.
- Hubert L. Dreyfus. *What Computers Still Can?T Do: A Critique of Artificial Reason*. MIT Press, 1992.
- Jiafei Duan, Wilbert Pumacay, Nishanth Kumar, Yi Ru Wang, Shulin Tian, Wentao Yuan, Ranjay Krishna, Dieter Fox, Ajay Mandelkar, and Yijie Guo. Aha: A vision-language-model for detecting and reasoning over failures in robotic manipulation. *arXiv preprint arXiv:2410.00371*, 2024.
- Philipp Dufter, Martin Schmitt, and Hinrich Schütze. Position information in transformers: An overview. *Computational Linguistics*, 48(3):733–763, 2022.

- Owen Dugan, Donato Manuel Jimenez Beneto, Charlotte Loh, Zhuo Chen, Rumen Dangovski, and Marin Soljačić. Occamllm: Fast and exact language model arithmetic in a single step, 2024. URL <https://arxiv.org/abs/2406.06576>.
- Rudresh Dwivedi, Devam Dave, Het Naik, Smiti Singhal, Rana Omer, Pankesh Patel, Bin Qian, Zhenyu Wen, Tejal Shah, Graham Morgan, et al. Explainable ai (xai): Core ideas, techniques, and solutions. *ACM Computing Surveys*, 55(9):1–33, 2023.
- Nouha Dziri, Ximing Lu, Melanie Sclar, Xiang Lorraine Li, Liwei Jiang, Bill Yuchen Lin, Peter West, Chandra Bhagavatula, Ronan Le Bras, Jena D. Hwang, Soumya Sanyal, Sean Welleck, Xiang Ren, Allyson Ettinger, Zaid Harchaoui, and Yejin Choi. Faith and fate: Limits of transformers on compositionality, 2023. URL <https://arxiv.org/abs/2305.18654>.
- Jessica Echterhoff, Yao Liu, Abeer Alessa, Julian McAuley, and Zexue He. Cognitive bias in high-stakes decision-making with llms. *arXiv preprint arXiv:2403.00811*, 2024.
- Daniel Enström, Viktor Kjellberg, and Moa Johansson. Reasoning in transformers – mitigating spurious correlations and reasoning shortcuts, 2024. URL <https://arxiv.org/abs/2403.11314>.
- Jingxuan Fan, Sarah Martinson, Erik Y. Wang, Kaylie Hausknecht, Jonah Brenner, Danxian Liu, Nianli Peng, Corey Wang, and Michael P. Brenner. Hardmath: A benchmark dataset for challenging problems in applied mathematics, 2024. URL <https://arxiv.org/abs/2410.09988>.
- Evelina Fedorenko, Steven Piantadosi, and Edward Gibson. Language is primarily a tool for communication rather than thought. *Nature*, 630:575–586, 06 2024. doi: 10.1038/s41586-024-07522-w.
- Hao Fei, Shengqiong Wu, Wei Ji, Hanwang Zhang, Meishan Zhang, Mong-Li Lee, and Wynne Hsu. Video-of-thought: Step-by-step video reasoning from perception to cognition, 2024. URL <https://arxiv.org/abs/2501.03230>.
- Guhao Feng, Kai Yang, Yuntian Gu, Xinyue Ai, Shengjie Luo, Jiacheng Sun, Di He, Zhenguo Li, and Liwei Wang. How numerical precision affects mathematical reasoning capabilities of llms, 2024a. URL <https://arxiv.org/abs/2410.13857>.
- Tao Feng, Pengrui Han, Guanyu Lin, Ge Liu, and Jiaxuan You. Thought-retriever: Don’t just retrieve raw data, retrieve thoughts. In *ICLR 2024 Workshop: How Far Are We From AGI*, 2024b.
- Chris Frith and Uta Frith. Theory of mind. *Current biology*, 15(17):R644–R645, 2005.
- Tairan Fu, Raquel Ferrando, Javier Conde, Carlos Arriaga, and Pedro Reviriego. Why do large language models (llms) struggle to count letters?, 2024. URL <https://arxiv.org/abs/2412.18626>.
- Isaac R Galatzer-Levy, Jed McGiffin, David Munday, Xin Liu, Danny Karmon, Ilia Labzovsky, Rivka Moroshko, Amir Zait, and Daniel McDuff. Evidence of cognitive deficits and developmental advances in generative ai: A clock drawing test analysis. *arXiv preprint arXiv:2410.11756*, 2024.
- Isabel O Gallegos, Ryan A Rossi, Joe Barrow, Md Mehrab Tanjim, Sungchul Kim, Franck Dernoncourt, Tong Yu, Ruiyi Zhang, and Nesreen K Ahmed. Bias and fairness in large language models: A survey. *Computational Linguistics*, 50(3):1097–1179, 2024.
- Andrew Gambardella, Yusuke Iwasawa, and Yutaka Matsuo. Language models do hard arithmetic tasks easily and hardly do easy arithmetic tasks, 2024. URL <https://arxiv.org/abs/2406.02356>.
- Kanishk Gandhi, Zoe Lynch, Jan-Philipp Fränken, Kayla Patterson, Sharon Wambu, Tobias Gerstenberg, Desmond C Ong, and Noah D Goodman. Human-like affective cognition in foundation models. *arXiv preprint arXiv:2409.11733*, 2024.
- Leo Gao, Stella Biderman, Sid Black, Laurence Golding, Travis Hoppe, Charles Foster, Jason Phang, Horace He, Anish Thite, Noa Nabeshima, Shawn Presser, and Connor Leahy. The pile: An 800gb dataset of diverse text for language modeling, 2020. URL <https://arxiv.org/abs/2101.00027>.

- Yunfan Gao, Yun Xiong, Xinyu Gao, Kangxiang Jia, Jinliu Pan, Yuxi Bi, Yi Dai, Jiawei Sun, Haofen Wang, and Haofen Wang. Retrieval-augmented generation for large language models: A survey. *arXiv preprint arXiv:2312.10997*, 2, 2023.
- Basile Garcia, Crystal Qian, and Stefano Palminteri. The moral turing test: Evaluating human-llm alignment in moral decision-making. *arXiv preprint arXiv:2410.07304*, 2024.
- Josh Gardner, Simon Durand, Daniel Stoller, and Rachel M. Bittner. Llark: A multimodal instruction-following language model for music, 2024. URL <https://arxiv.org/abs/2310.07160>.
- Gaël Gendron, Qiming Bao, Michael Witbrock, and Gillian Dobbie. Large language models are not strong abstract reasoners. *arXiv preprint arXiv:2305.19555*, 2023.
- Sadaf Ghaffari and Nikhil Krishnaswamy. Large language models are challenged by habitat-centered reasoning. In Yaser Al-Onaizan, Mohit Bansal, and Yun-Nung Chen (eds.), *Findings of the Association for Computational Linguistics: EMNLP 2024*, pp. 13047–13059, Miami, Florida, USA, November 2024a. Association for Computational Linguistics. doi: 10.18653/v1/2024.findings-emnlp.763. URL <https://aclanthology.org/2024.findings-emnlp.763>.
- Sadaf Ghaffari and Nikhil Krishnaswamy. Exploring failure cases in multimodal reasoning about physical dynamics, 2024b. URL <https://arxiv.org/abs/2402.15654>.
- Sreyan Ghosh, Sonal Kumar, Ashish Seth, Chandra Kiran Reddy Evuru, Utkarsh Tyagi, S Sakshi, Oriol Nieto, Ramani Duraiswami, and Dinesh Manocha. Gama: A large audio-language model with advanced audio understanding and complex reasoning abilities, 2024. URL <https://arxiv.org/abs/2406.11768>.
- Sreyan Ghosh, Zhifeng Kong, Sonal Kumar, S Sakshi, Jaehyeon Kim, Wei Ping, Rafael Valle, Dinesh Manocha, and Bryan Catanzaro. Audio flamingo 2: An audio-language model with long-audio understanding and expert reasoning abilities, 2025. URL <https://arxiv.org/abs/2503.03983>.
- Olga Golovneva, Zeyuan Allen-Zhu, Jason Weston, and Sainbayar Sukhbaatar. Reverse training to nurse the reversal curse, 2024. URL <https://arxiv.org/abs/2403.13799>.
- Dongyu Gong and Hantao Zhang. Self-attention limits working memory capacity of transformer-based models, 2024. URL <https://arxiv.org/abs/2409.10715>.
- Dongyu Gong, Xingchen Wan, and Dingmin Wang. Working memory capacity of chatgpt: An empirical study. In *Proceedings of the AAAI Conference on Artificial Intelligence*, volume 38, pp. 10048–10056, 2024.
- Bor Gregorcic and Ann-Marie Pendrill. Chatgpt and the frustrated socrates. *Physics Education*, 58(3):035021, Mar 2023. doi: 10.1088/1361-6552/acc299.
- Rhys Gretsch, Peiyang Song, Advait Madhavan, Jeremy Lau, and Timothy Sherwood. Energy efficient convolutions with temporal arithmetic. In *Proceedings of the 29th ACM International Conference on Architectural Support for Programming Languages and Operating Systems, Volume 2*, ASPLOS '24, pp. 354–368, New York, NY, USA, 2024. Association for Computing Machinery. ISBN 9798400703850. doi: 10.1145/3620665.3640395. URL <https://doi.org/10.1145/3620665.3640395>.
- Rhys Gretsch, Peiyang Song, Advait Madhavan, Jeremy Lau, and Timothy Sherwood. Delay space arithmetic and architecture. *IEEE Micro*, 2025.
- Albert Gu and Tri Dao. Mamba: Linear-time sequence modeling with selective state spaces, 2024. URL <https://arxiv.org/abs/2312.00752>.
- Yuling Gu, Oyvind Tafjord, Hyunwoo Kim, Jared Moore, Ronan Le Bras, Peter Clark, and Yejin Choi. Simpletom: Exposing the gap between explicit tom inference and implicit tom application in llms. *arXiv preprint arXiv:2410.13648*, 2024.
- Bryan Guan, Tanya Roosta, Peyman Passban, and Mehdi Rezagholizadeh. The order effect: Investigating prompt sensitivity to input order in llms. *arXiv preprint arXiv:2502.04134*, 2025.

- Jiayi Gui, Yiming Liu, Jiale Cheng, Xiaotao Gu, Xiao Liu, Hongning Wang, Yuxiao Dong, Jie Tang, and Minlie Huang. Logicgame: Benchmarking rule-based reasoning abilities of large language models, 2024. URL <https://arxiv.org/abs/2408.15778>.
- Hamimah Guinungco and Adriel Roman. Abstract reasoning and problem-solving skills of first year college students. *Southeast Asian Journal of Science and Technology*, 5(1):33–39, 2020.
- Aryan Gulati, Brando Miranda, Eric Chen, Emily Xia, Kai Fronsdal, Bruno de Moraes Dumont, and Sanmi Koyejo. Putnam-axiom: A functional and static benchmark for measuring higher level mathematical reasoning, 2024. URL <https://openreview.net/forum?id=WrBqgoseGL>.
- Pei Guo, WangJie You, Juntao Li, Yan Bowen, and Min Zhang. Exploring reversal mathematical reasoning ability for large language models. In Lun-Wei Ku, Andre Martins, and Vivek Srikumar (eds.), *Findings of the Association for Computational Linguistics: ACL 2024*, pp. 13671–13685, Bangkok, Thailand, August 2024a. Association for Computational Linguistics. doi: 10.18653/v1/2024.findings-acl.811. URL <https://aclanthology.org/2024.findings-acl.811/>.
- Qingyan Guo, Rui Wang, Junliang Guo, Xu Tan, Jiang Bian, and Yujiu Yang. Mitigating reversal curse in large language models via semantic-aware permutation training, 2024b. URL <https://arxiv.org/abs/2403.00758>.
- Taicheng Guo, Xiuying Chen, Yaqi Wang, Ruidi Chang, Shichao Pei, Nitesh V Chawla, Olaf Wiest, and Xiangliang Zhang. Large language model based multi-agents: A survey of progress and challenges. *arXiv preprint arXiv:2402.01680*, 2024c.
- Tianyu Guo, Hanlin Zhu, Ruiqi Zhang, Jiantao Jiao, Song Mei, Michael I. Jordan, and Stuart Russell. How do llms perform two-hop reasoning in context?, 2025a. URL <https://arxiv.org/abs/2502.13913>.
- Xuyang Guo, Zekai Huang, Zhenmei Shi, Zhao Song, and Jiahao Zhang. Your vision-language model can’t even count to 20: Exposing the failures of vlms in compositional counting. *arXiv preprint arXiv:2510.04401*, 2025b.
- Pranav Gupta. Testing llm performance on the physics gre: some observations. *arXiv preprint arXiv:2312.04613*, 2023.
- Vipul Gupta, David Pantoja, Candace Ross, Adina Williams, and Megan Ung. Changing answer order can decrease mmlu accuracy, 2024. URL <https://arxiv.org/abs/2406.19470>.
- Nurhan Bulus Guran, Hanchi Ren, Jingjing Deng, and Xianghua Xie. Task-oriented robotic manipulation with vision language models. *arXiv preprint arXiv:2410.15863*, 2024.
- Thilo Hagendorff. Machine psychology: Investigating emergent capabilities and behavior in large language models using psychological methods. *arXiv preprint arXiv:2303.13988*, 1, 2023.
- David L Hamilton and Robert K Gifford. Illusory correlation in interpersonal perception: A cognitive basis of stereotypic judgments. *Journal of Experimental Social Psychology*, 12(4):392–407, 1976.
- Pengrui Han, Rafal Kocielnik, Adhithya Saravanan, Roy Jiang, Or Sharir, and Anima Anandkumar. Chatgpt based data augmentation for improved parameter-efficient debiasing of llms. *arXiv preprint arXiv:2402.11764*, 2024a.
- Pengrui Han, Peiyang Song, Haofei Yu, and Jiaxuan You. In-context learning may not elicit trustworthy reasoning: A-not-B errors in pretrained language models. In Yaser Al-Onaizan, Mohit Bansal, and Yun-Nung Chen (eds.), *Findings of the Association for Computational Linguistics: EMNLP 2024*, pp. 5624–5643, Miami, Florida, USA, November 2024b. Association for Computational Linguistics. doi: 10.18653/v1/2024.findings-emnlp.322. URL <https://aclanthology.org/2024.findings-emnlp.322/>.
- Pengrui Han, Rafal Kocielnik, Peiyang Song, Ramit Debnath, Dean Mobbs, Anima Anandkumar, and R Michael Alvarez. The personality illusion: Revealing dissociation between self-reports & behavior in llms. *arXiv preprint arXiv:2509.03730*, 2025.

- Shanshan Han, Qifan Zhang, Yuhang Yao, Weizhao Jin, Zhaozhuo Xu, and Chaoyang He. Llm multi-agent systems: Challenges and open problems. *arXiv preprint arXiv:2402.03578*, 2024c.
- Guangfu Hao, Frederic Alexandre, and Shan Yu. Visual large language models exhibit human-level cognitive flexibility in the wisconsin card sorting test. *arXiv preprint arXiv:2505.22112*, 2025.
- Guozhi Hao, Jun Wu, Qianqian Pan, and Rosario Morello. Quantifying the uncertainty of llm hallucination spreading in complex adaptive social networks. *Scientific reports*, 14(1):16375, 2024.
- Ramin Hasani, Mathias Lechner, Alexander Amini, Daniela Rus, and Radu Grosu. Liquid time-constant networks, 2020. URL <https://arxiv.org/abs/2006.04439>.
- Shreya Havaldar, Sunny Rai, Bhumika Singhal, Langchen Liu, Sharath Chandra Guntuku, and Lyle Ungar. Multilingual language models are not multicultural: A case study in emotion. *arXiv preprint arXiv:2307.01370*, 2023.
- Jianguo He and Jiqun Liu. Investigating the impact of llm personality on cognitive bias manifestation in automated decision-making tasks. *arXiv preprint arXiv:2502.14219*, 2025.
- Yinghui He, Yufan Wu, Yilin Jia, Rada Mihalcea, Yulong Chen, and Naihao Deng. Hi-tom: A benchmark for evaluating higher-order theory of mind reasoning in large language models. *arXiv preprint arXiv:2310.16755*, 2023.
- Chadi Helwe, Chloé Clavel, and Fabian M. Suchanek. Reasoning with transformer-based models: Deep learning, but shallow reasoning. In *Conference on Automated Knowledge Base Construction*, 2021. URL <https://api.semanticscholar.org/CorpusID:237397001>.
- Pengfei Hong, Navonil Majumder, Deepanway Ghosal, Somak Aditya, Rada Mihalcea, and Soujanya Poria. Evaluating llms’ mathematical and coding competency through ontology-guided interventions, 2024. URL <https://arxiv.org/abs/2401.09395>.
- Ashish Hooda, Mihai Christodorescu, Miltiadis Allamanis, Aaron Wilson, Kassem Fawaz, and Somesh Jha. Do large code models understand programming concepts? a black-box approach, 2024. URL <https://arxiv.org/abs/2402.05980>.
- Arian Hosseini, Alessandro Sordani, Daniel Toyama, Aaron Courville, and Rishabh Agarwal. Not all llm reasoners are created equal, 2024. URL <https://arxiv.org/abs/2410.01748>.
- Edward J. Hu, Yelong Shen, Phillip Wallis, Zeyuan Allen-Zhu, Yuanzhi Li, Shean Wang, Lu Wang, and Weizhu Chen. Lora: Low-rank adaptation of large language models, 2021. URL <https://arxiv.org/abs/2106.09685>.
- He Hu, Yucheng Zhou, Lianzhong You, Hongbo Xu, Qianning Wang, Zheng Lian, Fei Richard Yu, Fei Ma, and Laizhong Cui. Emobench-m: Benchmarking emotional intelligence for multimodal large language models. *arXiv preprint arXiv:2502.04424*, 2025.
- Zichao Hu, Francesca Lucchetti, Claire Schlesinger, Yash Saxena, Anders Freeman, Sadanand Modak, Arjun Guha, and Joydeep Biswas. Deploying and evaluating llms to program service mobile robots. *IEEE Robotics and Automation Letters*, 9(3):2853–2860, 2024.
- Jen-tse Huang, Jiayu Zhou, Tailin Jin, Xuhui Zhou, Zixi Chen, Wenxuan Wang, Youliang Yuan, Maarten Sap, and Michael R Lyu. On the resilience of multi-agent systems with malicious agents. *arXiv preprint arXiv:2408.00989*, 2024.
- Jen-tse Huang, Kaiser Sun, Wenxuan Wang, and Mark Dredze. Llms do not have human-like working memory. *arXiv preprint arXiv:2505.10571*, 2025a.
- Jie Huang and Kevin Chen-Chuan Chang. Towards reasoning in large language models: A survey, 2023. URL <https://arxiv.org/abs/2212.10403>.

- Kaixuan Huang, Jiacheng Guo, Zihao Li, Xiang Ji, Jiawei Ge, Wenzhe Li, Yingqing Guo, Tianle Cai, Hui Yuan, Runzhe Wang, Yue Wu, Ming Yin, Shange Tang, Yangsibo Huang, Chi Jin, Xinyun Chen, Chiyuan Zhang, and Mengdi Wang. Math-perturb: Benchmarking llms' math reasoning abilities against hard perturbations, 2025b. URL <https://arxiv.org/abs/2502.06453>.
- Lei Huang, Weijiang Yu, Weitao Ma, Weihong Zhong, Zhangyin Feng, Haotian Wang, Qianglong Chen, Weihua Peng, Xiaocheng Feng, Bing Qin, et al. A survey on hallucination in large language models: Principles, taxonomy, challenges, and open questions. *ACM Transactions on Information Systems*, 43(2): 1–55, 2025c.
- Suozhi Huang, Peiyang Song, Robert Joseph George, and Anima Anandkumar. Leanprogress: Guiding search for neural theorem proving via proof progress prediction. *arXiv preprint arXiv:2502.17925*, 2025d.
- Wenlong Huang, Pieter Abbeel, Deepak Pathak, and Igor Mordatch. Language models as zero-shot planners: Extracting actionable knowledge for embodied agents. In *International conference on machine learning*, pp. 9118–9147. PMLR, 2022a.
- Wenlong Huang, Fei Xia, Ted Xiao, Harris Chan, Jacky Liang, Pete Florence, Andy Zeng, Jonathan Tompson, Igor Mordatch, Yevgen Chebotar, et al. Inner monologue: Embodied reasoning through planning with language models. *arXiv preprint arXiv:2207.05608*, 2022b.
- Yiming Huang, Biquan Bie, Zuqiu Na, Weilin Ruan, Songxin Lei, Yutao Yue, and Xinlei He. An empirical study of the anchoring effect in llms: Existence, mechanism, and potential mitigations. *arXiv preprint arXiv:2505.15392*, 2025e.
- Itay Itzhak, Yonatan Belinkov, and Gabriel Stanovsky. Planted in pretraining, swayed by finetuning: A case study on the origins of cognitive biases in llms, 2025. URL <https://arxiv.org/abs/2507.07186>.
- Lucja Iwańska. Logical reasoning in natural language: It is all about knowledge. *Minds and Machines*, 3(4): 475–510, 1993. doi: 10.1007/bf00974107.
- Amirmohammad Izadi, Mohammad Ali Banayeezade, Fatemeh Askari, Ali Rahimiakbar, Mohammad Mahdi Vahedi, Hosein Hasani, and Mahdih Soleymani Baghshah. Visual structures helps visual reasoning: Addressing the binding problem in vlms. *arXiv preprint arXiv:2506.22146*, 2025.
- Hintikka Jaakko and Gabriel Sandu. What is logic? In Dale Jacquette (ed.), *Philosophy of Logic*, pp. 13–39. North Holland, 2002.
- Aaron Jaech, Adam Kalai, Adam Lerer, Adam Richardson, Ahmed El-Kishky, Aiden Low, Alec Helyar, Aleksander Madry, Alex Beutel, Alex Carney, et al. Openai o1 system card. *arXiv preprint arXiv:2412.16720*, 2024.
- Naman Jain, King Han, Alex Gu, Wen-Ding Li, Fanjia Yan, Tianjun Zhang, Sida Wang, Armando Solar-Lezama, Koushik Sen, and Ion Stoica. Livecodebench: Holistic and contamination free evaluation of large language models for code, 2024a. URL <https://arxiv.org/abs/2403.07974>.
- Shomik Jain, D Calacci, and Ashia Wilson. As an ai language model, "yes i would recommend calling the police": Norm inconsistency in llm decision-making. In *Proceedings of the AAAI/ACM Conference on AI, Ethics, and Society*, volume 7, pp. 624–633, 2024b.
- Raj Jaiswal, Dhruv Jain, Harsh Parimal Popat, Avinash Anand, Abhishek Dharmadhikari, Atharva Marathe, and Rajiv Ratn Shah. Improving physics reasoning in large language models using mixture of refinement agents. *arXiv preprint arXiv:2412.00821*, 2024.
- Vivekananda Jayaram, Vishnu Ramineni, and Manjunatha Sughaturu Krishnappa. Mitigating order sensitivity in large language models for multiple-choice question tasks. *International Journal of Artificial Intelligence Research and Development (IJAIRD)*, 2024.
- Jianchao Ji, Yutong Chen, Mingyu Jin, Wujiang Xu, Wenyue Hua, and Yongfeng Zhang. Moralbench: Moral evaluation of llms. *arXiv preprint arXiv:2406.04428*, 2024.

- Albert Q. Jiang, Wenda Li, and Mateja Jamnik. Multilingual mathematical autoformalization, 2023a. URL <https://arxiv.org/abs/2311.03755>.
- Albert Q. Jiang, Alexandre Sablayrolles, Antoine Roux, Arthur Mensch, Blanche Savary, Chris Bamford, Devendra Singh Chaplot, Diego de las Casas, Emma Bou Hanna, Florian Bressand, Gianna Lengyel, Guillaume Bour, Guillaume Lample, L elio Renard Lavaud, Lucile Saulnier, Marie-Anne Lachaux, Pierre Stock, Sandeep Subramanian, Sophia Yang, Szymon Antoniak, Teven Le Scao, Th eophile Gervet, Thibaut Lavril, Thomas Wang, Timoth ee Lacroix, and William El Sayed. Mixtral of experts, 2024a. URL <https://arxiv.org/abs/2401.04088>.
- Bowen Jiang, Yangxinyu Xie, Zhuoqun Hao, Xiaomeng Wang, Tanwi Mallick, Weijie J. Su, Camillo J. Taylor, and Dan Roth. A peek into token bias: Large language models are not yet genuine reasoners, 2024b. URL <https://arxiv.org/abs/2406.11050>.
- Chumeng Jiang, Jiayin Wang, Weizhi Ma, Charles LA Clarke, Shuai Wang, Chuhan Wu, and Min Zhang. Beyond utility: Evaluating llm as recommender. In *Proceedings of the ACM on Web Conference 2025*, pp. 3850–3862, 2025a.
- Ling Jiang, Keer Jiang, Xiaoyu Chu, Saaransh Gulati, and Pulkit Garg. Hallucination detection in llm-enriched product listings. In *Proceedings of the Seventh Workshop on e-Commerce and NLP@ LREC-COLING 2024*, pp. 29–39, 2024c.
- Liwei Jiang, Jena D Hwang, Chandra Bhagavatula, Ronan Le Bras, Jenny T Liang, Sydney Levine, Jesse Dodge, Keisuke Sakaguchi, Maxwell Forbes, Jack Hessel, et al. Investigating machine moral judgement through the delphi experiment. *Nature Machine Intelligence*, pp. 1–16, 2025b.
- Roy Jiang, Rafal Kocielnik, Adhithya Prakash Saravanan, Pengrui Han, R Michael Alvarez, and Anima Anandkumar. Empowering domain experts to detect social bias in generative ai with user-friendly interfaces. In *XAI in Action: Past, Present, and Future Applications*, 2023b.
- Yixiang Jin, Dingzhe Li, A Yong, Jun Shi, Peng Hao, Fuchun Sun, Jianwei Zhang, and Bin Fang. Robotgpt: Robot manipulation learning from chatgpt. *IEEE Robotics and Automation Letters*, 9(3):2543–2550, 2024.
- Zheng Jin, Maurizio Tirassa, and Anna M Borghi. Beyond embodied cognition: Intentionality, affordance, and environmental adaptation, 2018.
- Erik Jones and Jacob Steinhardt. Capturing failures of large language models via human cognitive biases. *Advances in Neural Information Processing Systems*, 35:11785–11799, 2022.
- Nitish Joshi, Abulhair Saparov, Yixin Wang, and He He. Llms are prone to fallacies in causal inference, 2024. URL <https://arxiv.org/abs/2406.12158>.
- Nikola Jovanovi c, Robin Staab, and Martin Vechev. Watermark stealing in large language models, 2024. URL <https://arxiv.org/abs/2402.19361>.
- Robert Kail. *The development of memory in children*. WH Freeman/Times Books/Henry Holt & Co, 1990.
- Amlan Kar, David Acuna, and Sanja Fidler. On inherent 3d reasoning of vlms in indoor scene layout design, 2025. URL <https://openreview.net/pdf?id=uBhq1l8pw1>.
- Florian Karl, Malte Kemeter, Gabriel Dax, and Paulina Sierak. Position: Embracing negative results in machine learning. In Ruslan Salakhutdinov, Zico Kolter, Katherine Heller, Adrian Weller, Nuria Oliver, Jonathan Scarlett, and Felix Berkenkamp (eds.), *Proceedings of the 41st International Conference on Machine Learning*, volume 235 of *Proceedings of Machine Learning Research*, pp. 23256–23265. PMLR, 21–27 Jul 2024. URL <https://proceedings.mlr.press/v235/karl24a.html>.
- Artem Karpov, Seong Hah Cho, Austin Meek, Raymond Koopmanschap, Lucy Farnik, and Bogdan-Ionut Cirstea. Inducing human-like biases in moral reasoning language models, 2024. URL <https://arxiv.org/abs/2411.15386>.

- Saketh Ram Kasibatla, Arpan Agarwal, Yuriy Brun, Sorin Lerner, Talia Ringer, and Emily First. Cobblestone: Iterative automation for formal verification, 2024. URL <https://arxiv.org/abs/2410.19940>.
- Sean M Kennedy and Robert D Nowak. Cognitive flexibility of large language models. In *ICML 2024 Workshop on LLMs and Cognition*, 2024.
- Muhammad Uzair Khattak, Muhammad Ferjad Naeem, Jameel Hassan, Muzammal Naseer, Federico Tombari, Fahad Shahbaz Khan, and Salman Khan. How good is my video lmm? complex video reasoning and robustness evaluation suite for video-lmms, 2024. URL <https://arxiv.org/abs/2405.03690>.
- Hyunwoo Kim, Melanie Sclar, Xuhui Zhou, Ronan Le Bras, Gunhee Kim, Yejin Choi, and Maarten Sap. Fantom: A benchmark for stress-testing machine theory of mind in interactions. *arXiv preprint arXiv:2310.15421*, 2023.
- Kazushi Kondo, Saku Sugawara, and Akiko Aizawa. Probing physical reasoning with counter-commonsense context. *Proceedings of the 61st Annual Meeting of the Association for Computational Linguistics (Volume 2: Short Papers)*, pp. 603–612, 2023. doi: 10.18653/v1/2023.acl-short.53.
- Ryan Koo, Minhwa Lee, Vipul Raheja, Jong Inn Park, Zae Myung Kim, and Dongyeop Kang. Benchmarking cognitive biases in large language models as evaluators. *arXiv preprint arXiv:2309.17012*, 2023.
- Michal Kosinski. Evaluating large language models in theory of mind tasks. *arXiv e-prints*, pp. arXiv–2302, 2023.
- Divyanshu Kumar, Umang Jain, Sahil Agarwal, and Prashanth Harshangi. Investigating implicit bias in large language models: A large-scale study of over 50 llms. *arXiv preprint arXiv:2410.12864*, 2024.
- Adarsh Kumarappan, Mo Tiwari, Peiyang Song, Robert Joseph George, Chaowei Xiao, and Anima Anandkumar. Leanagent: Lifelong learning for formal theorem proving. *arXiv preprint arXiv:2410.06209*, 2024.
- Emre Kiciman, Robert Ness, Amit Sharma, and Chenhao Tan. Causal reasoning and large language models: Opening a new frontier for causality, 2024. URL <https://arxiv.org/abs/2305.00050>.
- Andrew K Lampinen, Ishita Dasgupta, Stephanie CY Chan, Hannah R Sheahan, Antonia Creswell, Dharshan Kumaran, James L McClelland, and Felix Hill. Language models, like humans, show content effects on reasoning tasks. *PNAS nexus*, 3(7):pgae233, 2024.
- Guillaume Lample, Timothee Lacroix, Marie-Anne Lachaux, Aurelien Rodriguez, Amaury Hayat, Thibaut Lavril, Gabriel Ebner, and Xavier Martinet. Hypertree proof search for neural theorem proving. In S. Koyejo, S. Mohamed, A. Agarwal, D. Belgrave, K. Cho, and A. Oh (eds.), *Advances in Neural Information Processing Systems*, volume 35, pp. 26337–26349. Curran Associates, Inc., 2022. URL https://proceedings.neurips.cc/paper_files/paper/2022/file/a8901c5e85fb8e1823bbf0f755053672-Paper-Conference.pdf.
- A. Lawsen. Comment on the illusion of thinking: Understanding the strengths and limitations of reasoning models via the lens of problem complexity, 2025. URL <https://arxiv.org/abs/2506.09250>.
- Grant Ledger and Rafael Mancinni. Detecting llm hallucinations using monte carlo simulations on token probabilities. *Authorea Preprints*, 2024.
- Nayoung Lee, Ziyang Cai, Avi Schwarzschild, Kangwook Lee, and Dimitris Papailiopoulos. Self-improving transformers overcome easy-to-hard and length generalization challenges, 2025. URL <https://arxiv.org/abs/2502.01612>.
- Serena Lee-Cultura and Michail Giannakos. Embodied interaction and spatial skills: A systematic review of empirical studies. *Interacting with Computers*, 32(4):331–366, 2020.
- Clarence Irving Lewis, Cooper Harold Langford, and P Lamprecht. *Symbolic logic*, volume 170. Dover publications New York, 1959.

- Daliang Li, Ankit Singh Rawat, Manzil Zaheer, Xin Wang, Michal Lukasik, Andreas Veit, Felix Yu, and Sanjiv Kumar. Large language models with controllable working memory, 2022. URL <https://arxiv.org/abs/2211.05110>.
- Dongting Li, Chenchong Tang, and Han Liu. Audio-llm: Activating the capabilities of large language models to comprehend audio data. In Xinyi Le and Zhijun Zhang (eds.), *Advances in Neural Networks – ISNN 2024*, pp. 133–142, Singapore, 2024a. Springer Nature Singapore. ISBN 978-981-97-4399-5.
- Huaoli Li, Yu Quan Chong, Simon Stepputtis, Joseph Campbell, Dana Hughes, Michael Lewis, and Katia Sycara. Theory of mind for multi-agent collaboration via large language models. *arXiv preprint arXiv:2310.10701*, 2023a.
- Manling Li, Shiyu Zhao, Qineng Wang, Kangrui Wang, Yu Zhou, Sanjana Srivastava, Cem Gokmen, Tony Lee, Erran Li Li, Ruohan Zhang, et al. Embodied agent interface: Benchmarking llms for embodied decision making. *Advances in Neural Information Processing Systems*, 37:100428–100534, 2025.
- Qintong Li, Leyang Cui, Xueliang Zhao, Lingpeng Kong, and Wei Bi. Gsm-plus: A comprehensive benchmark for evaluating the robustness of llms as mathematical problem solvers, 2024b. URL <https://arxiv.org/abs/2402.19255>.
- Wenjun Li, Ying Cai, Ziyang Wu, Wenyi Zhang, Yifan Chen, Rundong Qi, Mengqi Dong, Peigen Chen, Xiao Dong, Fenghao Shi, Lei Guo, Junwei Han, Bao Ge, Tianming Liu, Lin Gan, and Tuo Zhang. A survey of foundation models for music understanding, 2024c. URL <https://arxiv.org/abs/2409.09601>.
- Yijiang Li, Qingying Gao, Tianwei Zhao, Bingyang Wang, Haoran Sun, Haiyun Lyu, Robert D Hawkins, Nuno Vasconcelos, Tal Golan, Dezhi Luo, et al. Core knowledge deficits in multi-modal language models. *arXiv preprint arXiv:2410.10855*, 2024d.
- Yingji Li, Mengnan Du, Rui Song, Xin Wang, and Ying Wang. A survey on fairness in large language models. *arXiv preprint arXiv:2308.10149*, 2023b.
- Yuxiao Li, Eric J. Michaud, David D. Baek, Joshua Engels, Xiaoqing Sun, and Max Tegmark. The geometry of concepts: Sparse autoencoder feature structure, 2024e. URL <https://arxiv.org/abs/2410.19750>.
- Zhaoyi Li, Gangwei Jiang, Hong Xie, Linqi Song, Defu Lian, and Ying Wei. Understanding and patching compositional reasoning in llms, 2024f. URL <https://arxiv.org/abs/2402.14328>.
- Zhaoyu Li, Jialiang Sun, Logan Murphy, Qidong Su, Zenan Li, Xian Zhang, Kaiyu Yang, and Xujie Si. A survey on deep learning for theorem proving, 2024g. URL <https://arxiv.org/abs/2404.09939>.
- Jacky Liang, Wenlong Huang, Fei Xia, Peng Xu, Karol Hausman, Brian Ichter, Pete Florence, and Andy Zeng. Code as policies: Language model programs for embodied control. In *2023 IEEE International Conference on Robotics and Automation (ICRA)*, pp. 9493–9500. IEEE, 2023.
- Kaiqu Liang, Haimin Hu, Xuandong Zhao, Dawn Song, Thomas L. Griffiths, and Jaime Fernández Fisac. Machine bullshit: Characterizing the emergent disregard for truth in large language models, 2025. URL <https://arxiv.org/abs/2507.07484>.
- Jan Malte Lichtenberg, Alexander Buchholz, and Pola Schwöbel. Large language models as recommender systems: A study of popularity bias. *arXiv preprint arXiv:2406.01285*, 2024.
- Falk Lieder, Thomas L Griffiths, Quentin J M. Huys, and Noah D Goodman. The anchoring bias reflects rational use of cognitive resources. *Psychonomic bulletin & review*, 25:322–349, 2018.
- Guanyu Lin, Tao Feng, Pengrui Han, Ge Liu, and Jiaxuan You. Paper copilot: A self-evolving and efficient llm system for personalized academic assistance. *arXiv preprint arXiv:2409.04593*, 2024a.
- Haohan Lin, Zhiqing Sun, Sean Welleck, and Yiming Yang. Lean-star: Learning to interleave thinking and proving, 2025a. URL <https://arxiv.org/abs/2407.10040>.

- Luyang Lin, Lingzhi Wang, Jinsong Guo, and Kam-Fai Wong. Investigating bias in llm-based bias detection: Disparities between llms and human perception. *arXiv preprint arXiv:2403.14896*, 2024b.
- Ruixi Lin and Hwee Tou Ng. Mind the biases: Quantifying cognitive biases in language model prompting. In *Findings of the Association for Computational Linguistics: ACL 2023*, pp. 5269–5281, 2023.
- Yong Lin, Shange Tang, Bohan Lyu, Jiayun Wu, Hongzhou Lin, Kaiyu Yang, Jia Li, Mengzhou Xia, Danqi Chen, Sanjeev Arora, and Chi Jin. Goedel-prover: A frontier model for open-source automated theorem proving, 2025b. URL <https://arxiv.org/abs/2502.07640>.
- Zhengkai Lin, Zhihang Fu, Kai Liu, Liang Xie, Binbin Lin, Wenxiao Wang, Deng Cai, Yue Wu, and Jieping Ye. Delving into the reversal curse: How far can large language models generalize?, 2024c. URL <https://arxiv.org/abs/2410.18808>.
- Lars Lindemann and Dimos V. Dimarogonas. *Formal Methods for Multi-Agent Feedback Control Systems*, pp. 1–9. The MIT Press, 2025.
- Gili Lior, Liron Nacchace, and Gabriel Stanovsky. Wildframe: Comparing framing in humans and llms on naturally occurring texts. *arXiv preprint arXiv:2502.17091*, 2025.
- Fangyu Liu, Guy Emerson, and Nigel Collier. Visual spatial reasoning. *Transactions of the Association for Computational Linguistics*, 11:635–651, 2023a.
- Hanmeng Liu, Ruoxi Ning, Zhiyang Teng, Jian Liu, Qiji Zhou, and Yue Zhang. Evaluating the logical reasoning ability of chatgpt and gpt-4. *arXiv preprint arXiv:2304.03439*, 2023b.
- Hanmeng Liu, Zhizhang Fu, Mengru Ding, Ruoxi Ning, Chaoli Zhang, Xiaozhang Liu, and Yue Zhang. Logical reasoning in large language models: A survey, 2025. URL <https://arxiv.org/abs/2502.09100>.
- Ruibo Liu, Jason Wei, Shixiang Shane Gu, Te-Yen Wu, Soroush Vosoughi, Claire Cui, Denny Zhou, and Andrew M Dai. Mind’s eye: Grounded language model reasoning through simulation. *arXiv preprint arXiv:2210.05359*, 2022a.
- Xiao Liu, Da Yin, Yansong Feng, and Dongyan Zhao. Things not written in text: Exploring spatial commonsense from visual signals. *arXiv preprint arXiv:2203.08075*, 2022b.
- Zhao Liu, Tian Xie, and Xueru Zhang. Evaluating and mitigating social bias for large language models in open-ended settings. *arXiv preprint arXiv:2412.06134*, 2024.
- David F Lohman and Joni M Lakin. Intelligence and reasoning. *The Cambridge handbook of intelligence*, pp. 419–441, 2011.
- Jiaxu Lou and Yifan Sun. Anchoring bias in large language models: An experimental study. *arXiv preprint arXiv:2412.06593*, 2024.
- Zhicong Lu, Li Jin, Peiguang Li, Yu Tian, Linhao Zhang, Sirui Wang, Guangluan Xu, Changyuan Tian, and Xunliang Cai. Rethinking the reversal curse of LLMs: a prescription from human knowledge reversal. In Yaser Al-Onaizan, Mohit Bansal, and Yun-Nung Chen (eds.), *Proceedings of the 2024 Conference on Empirical Methods in Natural Language Processing*, pp. 7518–7530, Miami, Florida, USA, November 2024. Association for Computational Linguistics. doi: 10.18653/v1/2024.emnlp-main.428. URL <https://aclanthology.org/2024.emnlp-main.428/>.
- Haoyan Luo and Lucia Specia. From understanding to utilization: A survey on explainability for large language models. *arXiv preprint arXiv:2401.12874*, 2024.
- Ang Lv, Kaiyi Zhang, Shufang Xie, Quan Tu, Yuhan Chen, Ji-Rong Wen, and Rui Yan. An analysis and mitigation of the reversal curse, 2024. URL <https://arxiv.org/abs/2311.07468>.
- Youngang Lyu, Lingyong Yan, Shuaiqiang Wang, Haibo Shi, Dawei Yin, Pengjie Ren, Zhumin Chen, Maarten de Rijke, and Zhaochun Ren. Knowtuning: Knowledge-aware fine-tuning for large language models. *arXiv preprint arXiv:2402.11176*, 2024.

- Jingyuan Ma, Damai Dai, Lei Sha, and Zhifang Sui. Large language models are unconscious of unreasonability in math problems, 2024a. URL <https://arxiv.org/abs/2403.19346>.
- Jun-Yu Ma, Jia-Chen Gu, Zhen-Hua Ling, Quan Liu, and Cong Liu. Untying the reversal curse via bidirectional language model editing, 2024b. URL <https://arxiv.org/abs/2310.10322>.
- Xiao Ma, Swaroop Mishra, Ahmad Beirami, Alex Beutel, and Jilin Chen. Let’s do a thought experiment: Using counterfactuals to improve moral reasoning, 2023. URL <https://arxiv.org/abs/2306.14308>.
- Yubo Ma, Zhibin Gou, Junheng Hao, Ruochen Xu, Shuohang Wang, Liangming Pan, Yujiu Yang, Yixin Cao, Aixin Sun, Hany Awadalla, and Weizhu Chen. Sciagent: Tool-augmented language models for scientific reasoning, 2024c. URL <https://arxiv.org/abs/2402.11451>.
- Simon Malberg, Roman Poletukhin, Carolin M Schuster, and Georg Groh. A comprehensive evaluation of cognitive biases in llms. *arXiv preprint arXiv:2410.15413*, 2024.
- Alan Malek, Jiawei Ge, Nevena Lazic, Chi Jin, András György, and Csaba Szepesvári. Frontier llms still struggle with simple reasoning tasks, 2025. URL <https://arxiv.org/abs/2507.07313>.
- Antonella Marchetti, Federico Manzi, Giuseppe Riva, Andrea Gaggioli, and Davide Massaro. Artificial intelligence and the illusion of understanding: A systematic review of theory of mind and large language models. *Cyberpsychology, Behavior, and Social Networking*, 2025.
- John C Maxwell. *Failing forward: Turning mistakes into stepping stones for success*. HarperCollins Leadership, 2007.
- Matteo G Mecattaf, Ben Slater, Marko Tešić, Jonathan Prunty, Konstantinos Voudouris, and Lucy G Cheke. A little less conversation, a little more action, please: Investigating the physical common-sense of llms in a 3d embodied environment. *arXiv preprint arXiv:2410.23242*, 2024.
- Lingrui Mei, Jiayu Yao, Yuyao Ge, Yiwei Wang, Baolong Bi, Yujun Cai, Jiazhi Liu, Mingyu Li, Zhong-Zhi Li, Duzhen Zhang, et al. A survey of context engineering for large language models. *arXiv preprint arXiv:2507.13334*, 2025.
- Elliott Mendelson. *Introduction to mathematical logic*. Chapman and Hall/CRC, 2009.
- Antonio Valerio Miceli-Barone, Fazl Barez, Ioannis Konostas, and Shay B. Cohen. The larger they are, the harder they fail: Language models do not recognize identifier swaps in python, 2023. URL <https://arxiv.org/abs/2305.15507>.
- Juhong Min, Shyamal Buch, Arsha Nagrani, Minsu Cho, and Cordelia Schmid. Morevqa: Exploring modular reasoning models for video question answering, 2024. URL <https://arxiv.org/abs/2404.06511>.
- Iman Mirzadeh, Keivan Alizadeh, Hooman Shahrokhi, Oncel Tuzel, Samy Bengio, and Mehrdad Farajtabar. Gsm-symbolic: Understanding the limitations of mathematical reasoning in large language models, 2024. URL <https://arxiv.org/abs/2410.05229>.
- Piotr Molenda, Adian Liusie, and Mark J. F. Gales. Waterjudge: Quality-detection trade-off when watermarking large language models, 2024. URL <https://arxiv.org/abs/2403.19548>.
- Niklas Muennighoff, Zitong Yang, Weijia Shi, Xiang Lisa Li, Li Fei-Fei, Hannaneh Hajishirzi, Luke Zettlemoyer, Percy Liang, Emmanuel Candès, and Tatsunori Hashimoto. sl: Simple test-time scaling. *arXiv preprint arXiv:2501.19393*, 2025.
- Logan Murphy, Kaiyu Yang, Jialiang Sun, Zhaoyu Li, Anima Anandkumar, and Xujie Si. Autoformalizing euclidean geometry, 2024. URL <https://arxiv.org/abs/2405.17216>.
- Moin Nadeem, Anna Bethke, and Siva Reddy. Stereoset: Measuring stereotypical bias in pretrained language models. *arXiv preprint arXiv:2004.09456*, 2020.

- Nikita Nangia, Clara Vania, Rasika Bhalerao, and Samuel R Bowman. Crows-pairs: A challenge dataset for measuring social biases in masked language models. *arXiv preprint arXiv:2010.00133*, 2020.
- MEJ Newman. Power laws, pareto distributions and zipf’s law. *Contemporary Physics*, 46(5):323–351, September 2005. ISSN 1366-5812. doi: 10.1080/00107510500052444. URL <http://dx.doi.org/10.1080/00107510500052444>.
- Marianna Nezhurina, Lucia Cipolina-Kun, Mehdi Cherti, and Jenia Jitsev. Alice in wonderland: Simple tasks showing complete reasoning breakdown in state-of-the-art large language models, 2024. URL <https://arxiv.org/abs/2406.02061>.
- Jeremy K Nguyen. Human bias in ai models? anchoring effects and mitigation strategies in large language models. *Journal of Behavioral and Experimental Finance*, 43:100971, 2024.
- Shiwen Ni, Xiangtao Kong, Chengming Li, Xiping Hu, Ruifeng Xu, Jia Zhu, and Min Yang. Training on the benchmark is not all you need, 2024. URL <https://arxiv.org/abs/2409.01790>.
- Yaniv Nikankin, Anja Reusch, Aaron Mueller, and Yonatan Belinkov. Arithmetic without algorithms: Language models solve math with a bag of heuristics, 2024. URL <https://arxiv.org/abs/2410.21272>.
- OpenAI. Openai o3-mini system card, 2025. URL <https://openai.com/index/o3-mini-system-card/>. Accessed: 2025-03-07.
- Siru Ouyang, Zhuosheng Zhang, Bing Yan, Xuan Liu, Yejin Choi, Jiawei Han, and Lianhui Qin. Structured chemistry reasoning with large language models. *arXiv preprint arXiv:2311.09656*, 2023.
- Deonna M Owens, Ryan A Rossi, Sungchul Kim, Tong Yu, Franck Dernoncourt, Xiang Chen, Ruiyi Zhang, Jiuxiang Gu, Hanieh Deilamsalehy, and Nedim Lipka. A multi-llm debiasing framework. *arXiv preprint arXiv:2409.13884*, 2024.
- Daniel E O’Leary. An anchoring effect in large language models. *IEEE Intelligent Systems*, 40(2):23–26, 2025a.
- Daniel E O’Leary. Confirmation and specificity biases in large language models: An explorative study. *IEEE Intelligent Systems*, 40(1):63–68, 2025b.
- Davide Paglieri, Bartłomiej Cupiał, Samuel Coward, Ulyana Piterbarg, Maciej Wolczyk, Akbir Khan, Eduardo Pignatelli, Łukasz Kuciński, Lerrel Pinto, Rob Fergus, et al. Balrog: Benchmarking agentic llm and vlm reasoning on games. *arXiv preprint arXiv:2411.13543*, 2024.
- Leyi Pan, Aiwei Liu, Zhiwei He, Zitian Gao, Xuandong Zhao, Yijian Lu, Binglin Zhou, Shuliang Liu, Xuming Hu, Lijie Wen, Irwin King, and Philip S. Yu. Markllm: An open-source toolkit for llm watermarking, 2024. URL <https://arxiv.org/abs/2405.10051>.
- Melissa Z Pan, Mert Cemri, Lakshya A Agrawal, Shuyi Yang, Bhavya Chopra, Rishabh Tiwari, Kurt Keutzer, Aditya Parameswaran, Kannan Ramchandran, Dan Klein, et al. Why do multiagent systems fail? In *ICLR 2025 Workshop on Building Trust in Language Models and Applications*, 2025.
- Qi Pang, Shengyuan Hu, Wenting Zheng, and Virginia Smith. No free lunch in llm watermarking: Trade-offs in watermarking design choices, 2024. URL <https://arxiv.org/abs/2402.16187>.
- Letitia Parcalabescu, Albert Gatt, Anette Frank, and Iacer Calixto. Seeing past words: Testing the cross-modal capabilities of pretrained v&l models on counting tasks. In *Proceedings of the 1st Workshop on Multimodal Semantic Representations (MMSR)*, pp. 32–44, 2021.
- Arkil Patel, Satwik Bhattamishra, and Navin Goyal. Are nlp models really able to solve simple math word problems?, 2021. URL <https://arxiv.org/abs/2103.07191>.
- Suketu Patel, Hongbin Wang, and Jin Fan. Deficient executive control in transformer attention. *bioRxiv*, pp. 2025–01, 2025.

- Z Reagan Pearce and Stephanie E Miller. Embodied cognition perspectives within early executive function development. *Frontiers in Cognition*, 4:1361748, 2025.
- Kellin Pelrine, Anne Imouza, Camille Thibault, Meilina Reksoprodjo, Caleb Gupta, Joel Christoph, Jean-François Godbout, and Reihaneh Rabbany. Towards reliable misinformation mitigation: Generalization, uncertainty, and gpt-4. *arXiv preprint arXiv:2305.14928*, 2023.
- Giulia Pensa, Begoña Altuna, and Itziar Gonzalez-Dios. A multi-layered approach to physical commonsense understanding: Creation and evaluation of an italian dataset. In *Proceedings of the 2024 Joint International Conference on Computational Linguistics, Language Resources and Evaluation (LREC-COLING 2024)*, pp. 819–831, 2024.
- Ethan Perez, Sam Ringer, Kamile Lukosiute, Karina Nguyen, Edwin Chen, Scott Heiner, Craig Pettit, Catherine Olsson, Sandipan Kundu, Saurav Kadavath, et al. Discovering language model behaviors with model-written evaluations. In *Findings of the association for computational linguistics: ACL 2023*, pp. 13387–13434, 2023.
- Pouya Pezeshkpour and Estevam Hruschka. Large language models sensitivity to the order of options in multiple-choice questions. *arXiv preprint arXiv:2308.11483*, 2023.
- Long Phan, Alice Gatti, Ziwen Han, Nathaniel Li, Josephina Hu, Hugh Zhang, Chen Bo Calvin Zhang, Mohamed Shaaban, John Ling, Sean Shi, Michael Choi, Anish Agrawal, Arnav Chopra, Adam Khoja, Ryan Kim, Richard Ren, Jason Hausenloy, Oliver Zhang, Mantas Mazeika, Dmitry Dodonov, Tung Nguyen, Jaeho Lee, Daron Anderson, Mikhail Doroshenko, Alun Cennyth Stokes, Mobeen Mahmood, Oleksandr Pokutnyi, Oleg Iskra, Jessica P. Wang, John-Clark Levin, Mstyslav Kazakov, Fiona Feng, Steven Y. Feng, Haoran Zhao, Michael Yu, Varun Gangal, Chelsea Zou, Zihan Wang, Serguei Popov, Robert Gerbicz, Geoff Galgon, Johannes Schmitt, Will Yeadon, Yongki Lee, Scott Sauers, Alvaro Sanchez, Fabian Giska, Marc Roth, Søren Riis, Saiteja Utpala, Noah Burns, Gashaw M. Goshu, Mohinder Maheshbhai Naiya, Chidozie Agu, Zachary Giboney, Antrell Cheatom, Francesco Fournier-Facio, Sarah-Jane Crowson, Lennart Finke, Zerui Cheng, Jennifer Zampese, Ryan G. Hoerr, Mark Nandor, Hyunwoo Park, Tim Gehringer, Jiaqi Cai, Ben McCarty, Alexis C Garretson, Edwin Taylor, Damien Sileo, Qiuyu Ren, Usman Qazi, Lianghui Li, Jungbae Nam, John B. Wydallis, Pavel Arhipov, Jack Wei Lun Shi, Aras Bacho, Chris G. Willcocks, Hangrui Cao, Sumeet Motwani, Emily de Oliveira Santos, Johannes Veith, Edward Vendrow, Doru Cojoc, Kengo Zenitani, Joshua Robinson, Longke Tang, Yuqi Li, Joshua Vendrow, Natanael Wildner Fraga, Vladyslav Kuchkin, Andrey Pupasov Maksimov, Pierre Marion, Denis Efremov, Jayson Lynch, Kaiqu Liang, Aleksandar Mikov, Andrew Gritsevskiy, Julien Guillod, Gözdenur Demir, Dakotah Martinez, Ben Pageler, Kevin Zhou, Saeed Soori, Ori Press, Henry Tang, Paolo Rissone, Sean R. Green, Lina Brüssel, Moon Twayana, Aymeric Dieuleveut, Joseph Marvin Imperial, Ameya Prabhu, Jinzhou Yang, Nick Crispino, Arun Rao, Dimitri Zvonkine, Gabriel Loiseau, Mikhail Kalinin, Marco Lukas, Ciprian Manolescu, Nate Stambaugh, Subrata Mishra, Tad Hogg, Carlo Bosio, Brian P Coppola, Julian Salazar, Jaehyeok Jin, Rafael Sayous, Stefan Ivanov, Philippe Schwaller, Shaipranesh Senthilkuma, Andres M Bran, Andres Algaba, Kelsey Van den Houte, Lynn Van Der Sypt, Brecht Verbeken, David Noever, Alexei Kopylov, Benjamin Myklebust, Bikun Li, Lisa Schut, Evgenii Zheltonozhskii, Qiaochu Yuan, Derek Lim, Richard Stanley, Tong Yang, John Maar, Julian Wykowski, Martí Oller, Anmol Sahu, Cesare Giulio Ardito, Yuzheng Hu, Ariel Ghislain Kemogne Kamdoun, Alvin Jin, Tobias Garcia Vilchis, Yuexuan Zu, Martin Lackner, James Koppel, Gongbo Sun, Daniil S. Antonenko, Steffi Chern, Bingchen Zhao, Pierrot Arsene, Joseph M Cavanagh, Daofeng Li, Jiawei Shen, Donato Crisostomi, Wenjin Zhang, Ali Dehghan, Sergey Ivanov, David Perrella, Nurdin Kaparov, Allen Zang, Iliia Sucholutsky, Arina Kharlamova, Daniil Orel, Vladislav Poritski, Shalev Ben-David, Zachary Berger, Parker Whitfill, Michael Foster, Daniel Munro, Linh Ho, Shankar Sivarajan, Dan Bar Hava, Aleksey Kuchkin, David Holmes, Alexandra Rodriguez-Romero, Frank Sommerhage, Anji Zhang, Richard Moat, Keith Schneider, Zakayo Kazibwe, Don Clarke, Dae Hyun Kim, Felipe Meneguitti Dias, Sara Fish, Veit Elser, Tobias Kreiman, Victor Efren Guadarrama Vilchis, Immo Klose, Ujjwala Anantheswaran, Adam Zweiger, Kaivalya Rawal, Jeffery Li, Jeremy Nguyen, Nicolas Daans, Haline Heidinger, Maksim Radionov, Václav Rozhoň, Vincent Ginis, Christian Stump, Niv Cohen, Rafał Poświata, Josef Tkadlec, Alan Goldfarb, Chenguang Wang, Piotr Padlewski, Stanislaw Barzowski, Kyle Montgomery, Ryan Stendall, Jamie Tucker-Foltz, Jack Stade, T. Ryan Rogers, Tom Goertzen, Declan Grabb, Abhishek Shukla, Alan

Givré, John Arnold Ambay, Archan Sen, Muhammad Fayez Aziz, Mark H Inlow, Hao He, Ling Zhang, Younesse Kaddar, Ivar Ångquist, Yanxu Chen, Harrison K Wang, Kalyan Ramakrishnan, Elliott Thornley, Antonio Terpin, Hailey Schoelkopf, Eric Zheng, Avishy Carmi, Ethan D. L. Brown, Kelin Zhu, Max Bartolo, Richard Wheeler, Martin Stehberger, Peter Bradshaw, JP Heimonen, Kaustubh Sridhar, Ido Akov, Jennifer Sandlin, Yury Makarychev, Joanna Tam, Hieu Hoang, David M. Cunningham, Vladimir Goryachev, Demosthenes Patramanis, Michael Krause, Andrew Redenti, David Aldous, Jesyin Lai, Shannon Coleman, Jiangnan Xu, Sangwon Lee, Ilias Magoulas, Sandy Zhao, Ning Tang, Michael K. Cohen, Orr Paradise, Jan Hendrik Kirchner, Maksym Ovchynnikov, Jason O. Matos, Adithya Shenoy, Michael Wang, Yuzhou Nie, Anna Szyber-Betley, Paolo Faraboschi, Robin Riblet, Jonathan Crozier, Shiv Halasyamani, Shreyas Verma, Prashant Joshi, Eli Meril, Ziqiao Ma, Jérémy Andréoletti, Raghav Singhal, Jacob Platnick, Volodymyr Nevirkovets, Luke Basler, Alexander Ivanov, Seri Khoury, Nils Gustafsson, Marco Piccardo, Hamid Mostaghimi, Qijia Chen, Virendra Singh, Tran Quoc Khánh, Paul Rosu, Hannah Szlyk, Zachary Brown, Himanshu Narayan, Aline Menezes, Jonathan Roberts, William Alley, Kunyang Sun, Arkil Patel, Max Lamparth, Anka Reuel, Linwei Xin, Hanmeng Xu, Jacob Loader, Freddie Martin, Zixuan Wang, Andrea Achilleos, Thomas Preu, Tomek Korbak, Ida Bosio, Fereshteh Kazemi, Ziye Chen, Biró Bálint, Eve J. Y. Lo, Jiaqi Wang, Maria Inês S. Nunes, Jeremiah Milbauer, M Saiful Bari, Zihao Wang, Behzad Ansarinejad, Yewen Sun, Stephane Durand, Hossam Elgnainy, Guillaume Douville, Daniel Tordera, George Balabanian, Hew Wolff, Lynna Kvistad, Hsiaoyun Milliron, Ahmad Sakor, Murat Eron, Andrew Favre D. O., Shailesh Shah, Xiaoxiang Zhou, Firuz Kamalov, Sherwin Abdoli, Tim Santens, Shaul Barkan, Allison Tee, Robin Zhang, Alessandro Tomasiello, G. Bruno De Luca, Shi-Zhuo Looi, Vinh-Kha Le, Noam Kolt, Jiayi Pan, Emma Rodman, Jacob Drori, Carl J Fossum, Niklas Muennighoff, Milind Jagota, Ronak Pradeep, Honglu Fan, Jonathan Eicher, Michael Chen, Kushal Thaman, William Merrill, Moritz Firsching, Carter Harris, Stefan Ciobăcă, Jason Gross, Rohan Pandey, Ilya Gusev, Adam Jones, Shashank Agnihotri, Pavel Zhelnov, Mohammadreza Mofayez, Alexander Piperski, David K. Zhang, Kostiantyn Dobarskyi, Roman Leventov, Ignat Soroko, Joshua Duersch, Vage Taamazyan, Andrew Ho, Wenjie Ma, William Held, Ruicheng Xian, Armel Randy Zebaze, Mohanad Mohamed, Julian Noah Leser, Michelle X Yuan, Laila Yacar, Johannes Lengler, Katarzyna Olszewska, Claudio Di Fratta, Edson Oliveira, Joseph W. Jackson, Andy Zou, Muthu Chidambaram, Timothy Manik, Hector Haffenden, Dashiell Stander, Ali Dasouqi, Alexander Shen, Bitá Golshani, David Stap, Egor Kretov, Mikalai Uzhou, Alina Borisovna Zhidkovskaya, Nick Winter, Miguel Orbegozo Rodriguez, Robert Lauff, Dustin Wehr, Colin Tang, Zaki Hossain, Shaun Phillips, Fortuna Samuele, Fredrik Ekström, Angela Hammon, Oam Patel, Faraz Farhidi, George Medley, Forough Mohammadzadeh, Madellene Peñaflor, Haile Kassahun, Alena Friedrich, Rayner Hernandez Perez, Daniel Pyda, Taom Sakal, Omkar Dhamane, Ali Khajegili Mirabadi, Eric Hallman, Kenchi Okutsu, Mike Battaglia, Mohammad Maghsoudimehrabani, Alon Amit, Dave Hulbert, Roberto Pereira, Simon Weber, Handoko, Anton Peristy, Stephen Malina, Mustafa Mehkary, Rami Aly, Frank Reidegeld, Anna-Katharina Dick, Cary Friday, Mukhwinder Singh, Hassan Shapourian, Wanyoung Kim, Mariana Costa, Hubeyb Gurdogan, Harsh Kumar, Chiara Ceconello, Chao Zhuang, Haon Park, Micah Carroll, Andrew R. Tawfeek, Stefan Steinerberger, Daattavya Aggarwal, Michael Kirchhof, Linjie Dai, Evan Kim, Johan Ferret, Jainam Shah, Yuzhou Wang, Minghao Yan, Krzysztof Burdzy, Lixin Zhang, Antonio Franca, Diana T. Pham, Kang Yong Loh, Joshua Robinson, Abram Jackson, Paolo Giordano, Philipp Petersen, Adrian Cosma, Jesus Colino, Colin White, Jacob Votava, Vladimir Vinnikov, Ethan Delaney, Petr Spelda, Vit Stritecky, Syed M. Shahid, Jean-Christophe Mourrat, Lavr Vetoshkin, Koen Sponselee, Renas Bacho, Zheng-Xin Yong, Florencia de la Rosa, Nathan Cho, Xiuyu Li, Guillaume Malod, Orion Weller, Guglielmo Albani, Leon Lang, Julien Laurendeau, Dmitry Kazakov, Fatimah Adesanya, Julien Portier, Lawrence Hollom, Victor Souza, Yuchen Anna Zhou, Julien Degorre, Yiğit Yalın, Gbenga Daniel Obikoya, Rai, Filippo Bigi, M. C. Boscá, Oleg Shumar, Kaniuar Bacho, Gabriel Recchia, Mara Popescu, Nikita Shulga, Ngefor Mildred Tanwie, Thomas C. H. Lux, Ben Rank, Colin Ni, Matthew Brooks, Alesia Yakimchyk, Huanxu, Liu, Stefano Cavalleri, Olle Häggström, Emil Verkama, Joshua Newbould, Hans Gundlach, Leonor Brito-Santana, Brian Amaro, Vivek Vajipey, Rynaa Grover, Ting Wang, Yosi Kratish, Wen-Ding Li, Sivakanth Gopi, Andrea Caciolai, Christian Schroeder de Witt, Pablo Hernández-Cámara, Emanuele Rodolà, Jules Robins, Dominic Williamson, Vincent Cheng, Brad Raynor, Hao Qi, Ben Segev, Jingxuan Fan, Sarah Martinson, Erik Y. Wang, Kaylie Hausknecht, Michael P. Brenner, Mao Mao, Christoph Demian, Peyman Kassani, Xinyu Zhang, David Avagian, Eshawn Jessica Scipio, Alon Ragoler, Justin Tan, Blake Sims, Rebeka Plecnik, Aaron Kirtland, Omer Faruk Bodur, D. P. Shinde, Yan Carlos Leyva Labrador, Zahra

Adoul, Mohamed Zekry, Ali Karakoc, Tania C. B. Santos, Samir Shamseldeen, Loukmane Karim, Anna Liakhovitskaia, Nate Resman, Nicholas Farina, Juan Carlos Gonzalez, Gabe Maayan, Earth Anderson, Rodrigo De Oliveira Pena, Elizabeth Kelley, Hodjat Mariji, Rasoul Pouriamanesh, Wentao Wu, Ross Finocchio, Ismail Alarab, Joshua Cole, Danyelle Ferreira, Bryan Johnson, Mohammad Safdari, Liangti Dai, Siriphan Arthornthurasuk, Isaac C. McAlister, Alejandro José Moyano, Alexey Pronin, Jing Fan, Angel Ramirez-Trinidad, Yana Malysheva, Daphiny Pottmaier, Omid Taheri, Stanley Stepanic, Samuel Perry, Luke Askew, Raúl Adrián Huerta Rodríguez, Ali M. R. Minissi, Ricardo Lorena, Krishnamurthy Iyer, Arshad Anil Fasiludeen, Ronald Clark, Josh Ducey, Matheus Piza, Maja Somrak, Eric Vergo, Juehang Qin, Benjámín Borbás, Eric Chu, Jack Lindsey, Antoine Jallon, I. M. J. McInnis, Evan Chen, Avi Semler, Luk Gloor, Tej Shah, Marc Carauleanu, Pascal Lauer, Tran Duc Huy, Hossein Shahrtash, Emilien Duc, Lukas Lewark, Assaf Brown, Samuel Albanie, Brian Weber, Warren S. Vaz, Pierre Clavier, Yiyang Fan, Gabriel Poesia Reis e Silva, Long, Lian, Marcus Abramovitch, Xi Jiang, Sandra Mendoza, Murat Islam, Juan Gonzalez, Vasilios Mavroudis, Justin Xu, Pawan Kumar, Laxman Prasad Goswami, Daniel Bugas, Nasser Heydari, Ferenc Jeanplong, Thorben Jansen, Antonella Pinto, Archimedes Apronti, Abdallah Galal, Ng Ze-An, Ankit Singh, Tong Jiang, Joan of Arc Xavier, Kanu Priya Agarwal, Mohammed Berkani, Gang Zhang, Zhehang Du, Benedito Alves de Oliveira Junior, Dmitry Malishev, Nicolas Remy, Taylor D. Hartman, Tim Tarver, Stephen Mensah, Gautier Abou Loume, Wiktoria Morak, Farzad Habibi, Sarah Hoback, Will Cai, Javier Gimenez, Roselynn Grace Montecillo, Jakub Łucki, Russell Campbell, Asankhaya Sharma, Khalida Meer, Shreen Gul, Daniel Espinosa Gonzalez, Xavier Alapont, Alex Hoover, Gunjan Chhablani, Freddie Vargus, Arunim Agarwal, Yibo Jiang, Deepakkumar Patil, David Outevsky, Kevin Joseph Scaria, Rajat Maheshwari, Abdelkader Dendane, Priti Shukla, Ashley Cartwright, Sergei Bogdanov, Niels Mündler, Sören Möller, Luca Arnaboldi, Kunvar Thaman, Muhammad Rehan Siddiqi, Prajvi Saxena, Himanshu Gupta, Tony Fruhauff, Glen Sherman, Mátyás Vincze, Siranut Usawasutsakorn, Dylan Ler, Anil Radhakrishnan, Innocent Enyekwe, Sk Md Salauddin, Jiang Muzhen, Aleksandr Maksapetyan, Vivien Rossbach, Chris Harjadi, Mohsen Bahalooohoreh, Claire Sparrow, Jasdeep Sidhu, Sam Ali, Song Bian, John Lai, Eric Singer, Justine Leon Uro, Greg Bateman, Mohamed Sayed, Ahmed Menshawy, Darling Duclosel, Dario Bezzi, Yashaswini Jain, Ashley Aaron, Murat Tiryakioglu, Sheeshram Siddh, Keith Krenek, Imad Ali Shah, Jun Jin, Scott Creighton, Denis Peskoff, Zienab EL-Wasif, Ragavendran P V, Michael Richmond, Joseph McGowan, Tejal Patwardhan, Hao-Yu Sun, Ting Sun, Nikola Zubić, Samuele Sala, Stephen Ebert, Jean Kaddour, Manuel Schottdorf, Dianzhuo Wang, Gerol Petruzella, Alex Meiburg, Tilen Medved, Ali ElSheikh, S Ashwin Hebbar, Lorenzo Vaquero, Xianjun Yang, Jason Poulos, Vilém Zouhar, Sergey Bogdanik, Mingfang Zhang, Jorge Sanz-Ros, David Anugraha, Yinwei Dai, Anh N. Nhu, Xue Wang, Ali Anil Demircali, Zhibai Jia, Yuyin Zhou, Juncheng Wu, Mike He, Nitin Chandok, Aarush Sinha, Gaoxiang Luo, Long Le, Mickaël Noyé, Michał Perelkiewicz, Ioannis Pantidis, Tianbo Qi, Soham Sachin Purohit, Letitia Parcalabescu, Thai-Hoa Nguyen, Genta Indra Winata, Edoardo M. Ponti, Hanchen Li, Kaustubh Dhole, Jongee Park, Dario Abbondanza, Yuanli Wang, Anupam Nayak, Diogo M. Caetano, Antonio A. W. L. Wong, Maria del Rio-Chanona, Dániel Kondor, Pieter Francois, Ed Chalstrey, Jakob Zsambok, Dan Hoyer, Jenny Reddish, Jakob Hauser, Francisco-Javier Rodrigo-Ginés, Suchandra Datta, Maxwell Shepherd, Thom Kamphuis, Qizheng Zhang, Hyunjun Kim, Ruiji Sun, Jianzhu Yao, Franck Dernoncourt, Satyapriya Krishna, Sina Rismanchian, Bonan Pu, Francesco Pinto, Yingheng Wang, Kumar Shridhar, Kalon J. Overholt, Glib Briia, Hieu Nguyen, David, Soler Bartomeu, Tony CY Pang, Adam Wecker, Yifan Xiong, Fanfei Li, Lukas S. Huber, Joshua Jaeger, Romano De Maddalena, Xing Han Lù, Yuhui Zhang, Claas Beger, Patrick Tser Jern Kon, Sean Li, Vivek Sanker, Ming Yin, Yihao Liang, Xinlu Zhang, Ankit Agrawal, Li S. Yifei, Zechen Zhang, Mu Cai, Yasin Sonmez, Costin Cozianu, Changhao Li, Alex Slen, Shoubin Yu, Hyun Kyu Park, Gabriele Sarti, Marcin Briański, Alessandro Stolfo, Truong An Nguyen, Mike Zhang, Yotam Perlit, Jose Hernandez-Orallo, Runjia Li, Amin Shabani, Felix Juefei-Xu, Shikhar Dhingra, Orr Zohar, My Chiffon Nguyen, Alexander Pondaven, Abdurrahim Yilmaz, Xuandong Zhao, Chuanyang Jin, Muyan Jiang, Stefan Todoran, Xinyao Han, Jules Kreuer, Brian Rabern, Anna Plassart, Martino Maggetti, Luther Yap, Robert Geirhos, Jonathon Kean, Dingsu Wang, Sina Mollaei, Chenkai Sun, Yifan Yin, Shiqi Wang, Rui Li, Yaowen Chang, Anjiang Wei, Alice Bizeul, Xiaohan Wang, Alexandre Oliveira Arrais, Kushin Mukherjee, Jorge Chamorro-Padial, Jiachen Liu, Xingyu Qu, Junyi Guan, Adam Bouyamourn, Shuyu Wu, Martyna Plomecka, Junda Chen, Mengze Tang, Jiaqi Deng, Shreyas Subramanian, Haocheng Xi, Haoxuan Chen, Weizhi Zhang, Yinuo Ren, Haoqin Tu, Sejong Kim, Yushun Chen, Sara Vera Marjanović, Junwoo Ha, Grzegorz Luczyna, Jeff J. Ma, Zewen Shen, Dawn Song, Cedegao E. Zhang, Zhun Wang, Gaël Gendron,

Yunze Xiao, Leo Smucker, Erica Weng, Kwok Hao Lee, Zhe Ye, Stefano Ermon, Ignacio D. Lopez-Miguel, Theo Knights, Anthony Gitter, Namkyu Park, Boyi Wei, Hongzheng Chen, Kunal Pai, Ahmed Elkhanany, Han Lin, Philipp D. Siedler, Jichao Fang, Ritwik Mishra, Károly Zsolnai-Fehér, Xilin Jiang, Shadab Khan, Jun Yuan, Rishab Kumar Jain, Xi Lin, Mike Peterson, Zhe Wang, Aditya Malusare, Maosen Tang, Isha Gupta, Ivan Fosin, Timothy Kang, Barbara Dworakowska, Kazuki Matsumoto, Guangyao Zheng, Gerben Sewuster, Jorge Pretel Villanueva, Ivan Rannev, Igor Chernyavsky, Jiale Chen, Deepayan Banik, Ben Racz, Wenchao Dong, Jianxin Wang, Laila Bashmal, Duarte V. Gonçalves, Wei Hu, Kaushik Bar, Ondrej Bohdal, Atharv Singh Patlan, Shehzaad Dhuliawala, Caroline Geirhos, Julien Wist, Yuval Kansal, Bingsen Chen, Kutay Tire, Atak Talay Yücel, Brandon Christof, Veerupaksh Singla, Zijian Song, Sanxing Chen, Jiaxin Ge, Kaustubh Ponskshe, Isaac Park, Tianneng Shi, Martin Q. Ma, Joshua Mak, Sherwin Lai, Antoine Moulin, Zhuo Cheng, Zhanda Zhu, Ziyi Zhang, Vaidehi Patil, Ketan Jha, Qiutong Men, Jiaxuan Wu, Tianchi Zhang, Bruno Hebling Vieira, Alham Fikri Aji, Jae-Won Chung, Mohammed Mahfoud, Ha Thi Hoang, Marc Sperzel, Wei Hao, Kristof Meding, Sihan Xu, Vassilis Kostakos, Davide Manini, Yueying Liu, Christopher Toukmaji, Jay Paek, Eunmi Yu, Arif Engin Demircali, Zhiyi Sun, Ivan Dewerpe, Hongsen Qin, Roman Pflugfelder, James Bailey, Johnathan Morris, Ville Heilala, Sybille Rosset, Zishun Yu, Peter E. Chen, Woongyeong Yeo, Eeshaan Jain, Ryan Yang, Sreekar Chigurupati, Julia Chernyavsky, Sai Prajwal Reddy, Subhashini Venugopalan, Hunar Batra, Core Francisco Park, Hieu Tran, Guilherme Maximiano, Genghan Zhang, Yizhuo Liang, Hu Shiyu, Rongwu Xu, Rui Pan, Siddharth Suresh, Ziqi Liu, Samaksh Gulati, Songyang Zhang, Peter Turchin, Christopher W. Bartlett, Christopher R. Scotese, Phuong M. Cao, Aakaash Nattanmai, Gordon McKellips, Anish Cheraku, Asim Suhail, Ethan Luo, Marvin Deng, Jason Luo, Ashley Zhang, Kavin Jindel, Jay Paek, Kasper Halevy, Allen Baranov, Michael Liu, Advait Avadhanam, David Zhang, Vincent Cheng, Brad Ma, Evan Fu, Liam Do, Joshua Lass, Hubert Yang, Surya Sunkari, Vishruth Bharath, Violet Ai, James Leung, Rishit Agrawal, Alan Zhou, Kevin Chen, Tejas Kalpathi, Ziqi Xu, Gavin Wang, Tyler Xiao, Erik Maung, Sam Lee, Ryan Yang, Roy Yue, Ben Zhao, Julia Yoon, Sunny Sun, Aryan Singh, Ethan Luo, Clark Peng, Tyler Osbey, Taozhi Wang, Daryl Echeazu, Hubert Yang, Timothy Wu, Spandan Patel, Vidhi Kulkarni, Vijaykaarti Sundarapandiyam, Ashley Zhang, Andrew Le, Zafir Nasim, Srikar Yalam, Ritesh Kasamsetty, Soham Samal, Hubert Yang, David Sun, Nihar Shah, Abhijeet Saha, Alex Zhang, Leon Nguyen, Laasya Nagumalli, Kaixin Wang, Alan Zhou, Aidan Wu, Jason Luo, Anwith Telluri, Summer Yue, Alexandr Wang, and Dan Hendrycks. Humanity’s last exam, 2025. URL <https://arxiv.org/abs/2501.14249>.

Zhiqiang Pi, Annapurna Vadaparty, Benjamin K Bergen, and Cameron R Jones. Dissecting the ullman variations with a scalpel: Why do llms fail at trivial alterations to the false belief task? *arXiv preprint arXiv:2406.14737*, 2024.

J Piaget. The origins of intelligence in children. *International University*, 1952.

Giorgio Piatti, Zhijing Jin, Max Kleiman-Weiner, Bernhard Schölkopf, Mrinmaya Sachan, and Rada Mihalcea. Cooperate or collapse: Emergence of sustainable cooperation in a society of llm agents. In *The Thirty-eighth Annual Conference on Neural Information Processing Systems*, 2024.

Aske Plaat, Annie Wong, Suzan Verberne, Joost Broekens, Niki van Stein, and Thomas Back. Reasoning with large language models, a survey. *arXiv preprint arXiv:2407.11511*, 2024.

Mark Pock, Andre Ye, and Jared Moore. Llms grasp morality in concept, 2023. URL <https://arxiv.org/abs/2311.02294>.

Gabriel Poesia and Noah D. Goodman. Peano: learning formal mathematical reasoning. *Philosophical Transactions of the Royal Society A: Mathematical, Physical and Engineering Sciences*, 381(2251), June 2023. ISSN 1471-2962. doi: 10.1098/rsta.2022.0044. URL <http://dx.doi.org/10.1098/rsta.2022.0044>.

Gabriel Poesia, David Broman, Nick Haber, and Noah D. Goodman. Learning formal mathematics from intrinsic motivation. In A. Globerson, L. Mackey, D. Belgrave, A. Fan, U. Paquet, J. Tomczak, and C. Zhang (eds.), *Advances in Neural Information Processing Systems*, volume 37, pp. 43032–43057. Curran Associates, Inc., 2024. URL https://proceedings.neurips.cc/paper_files/paper/2024/file/4b8001fc75f0532827472ea5a16af9ca-Paper-Conference.pdf.

- Chengwen Qi, Bowen Li, Binyuan Hui, Bailin Wang, Jinyang Li, Jinwang Wu, and Yuanjun Laili. An investigation of llms' inefficacy in understanding converse relations, 2023. URL <https://arxiv.org/abs/2310.05163>.
- Jianing Qi, Jiawei Liu, Hao Tang, and Zhigang Zhu. Beyond semantics: Rediscovering spatial awareness in vision-language models. *arXiv preprint arXiv:2503.17349*, 2025.
- Kun Qian, Shunji Wan, Claudia Tang, Youzhi Wang, Xuanming Zhang, Maximillian Chen, and Zhou Yu. Varbench: Robust language model benchmarking through dynamic variable perturbation, 2024. URL <https://arxiv.org/abs/2406.17681>.
- Shuofei Qiao, Yixin Ou, Ningyu Zhang, Xiang Chen, Yunzhi Yao, Shumin Deng, Chuanqi Tan, Fei Huang, and Huajun Chen. Reasoning with language model prompting: A survey, 2023. URL <https://arxiv.org/abs/2212.09597>.
- Shi Qiu, Shaoyang Guo, Zhuo-Yang Song, Yunbo Sun, Zeyu Cai, Jiashen Wei, Tianyu Luo, Yixuan Yin, Haoxu Zhang, Yi Hu, Chenyang Wang, Chencheng Tang, Haoling Chang, Qi Liu, Ziheng Zhou, Tianyu Zhang, Jingtian Zhang, Zhangyi Liu, Minghao Li, Yuku Zhang, Boxuan Jing, Xianqi Yin, Yutong Ren, Zizhuo Fu, Jiaming Ji, Weike Wang, Xudong Tian, Anqi Lv, Laifu Man, Jianxiang Li, Feiyu Tao, Qihua Sun, Zhou Liang, Yushu Mu, Zhongxuan Li, Jing-Jun Zhang, Shutao Zhang, Xiaotian Li, Xingqi Xia, Jiawei Lin, Zheyu Shen, Jiahang Chen, Qihao Xiong, Binran Wang, Fengyuan Wang, Ziyang Ni, Bohan Zhang, Fan Cui, Changkun Shao, Qing-Hong Cao, Ming xing Luo, Yaodong Yang, Muhan Zhang, and Hua Xing Zhu. Phybench: Holistic evaluation of physical perception and reasoning in large language models, 2025. URL <https://arxiv.org/abs/2504.16074>.
- Alec Radford and Karthik Narasimhan. Improving language understanding by generative pre-training, 2018. URL <https://api.semanticscholar.org/CorpusID:49313245>.
- Colin Raffel, Noam Shazeer, Adam Roberts, Katherine Lee, Sharan Narang, Michael Matena, Yanqi Zhou, Wei Li, and Peter J. Liu. Exploring the limits of transfer learning with a unified text-to-text transformer. *Journal of Machine Learning Research*, 21(140):1–67, 2020. URL <http://jmlr.org/papers/v21/20-074.html>.
- A M Muntasir Rahman, Junyi Ye, Wei Yao, Wenpeng Yin, and Guiling Wang. From blind solvers to logical thinkers: Benchmarking llms' logical integrity on faulty mathematical problems, 2024. URL <https://arxiv.org/abs/2410.18921>.
- Pooyan Rahmanzadehgervi, Logan Bolton, Mohammad Reza Taesiri, and Anh Totti Nguyen. Vision language models are blind. In *Proceedings of the Asian Conference on Computer Vision*, pp. 18–34, 2024.
- Chahat Raj, Mahika Banerjee, Aylin Caliskan, Antonios Anastasopoulos, and Ziwei Zhu. Talent or luck? evaluating attribution bias in large language models. *arXiv preprint arXiv:2505.22910*, 2025.
- Tanmay Rajore, Nishanth Chandran, Sunayana Sitaram, Divya Gupta, Rahul Sharma, Kashish Mittal, and Manohar Swaminathan. Truce: Private benchmarking to prevent contamination and improve comparative evaluation of llms, 2024. URL <https://arxiv.org/abs/2403.00393>.
- Charvi Rastogi, Yunfeng Zhang, Dennis Wei, Kush R Varshney, Amit Dhurandhar, and Richard Tomsett. Deciding fast and slow: The role of cognitive biases in ai-assisted decision-making. *Proceedings of the ACM on Human-computer Interaction*, 6(CSCW1):1–22, 2022.
- Weiming Ren, Wentao Ma, Huan Yang, Cong Wei, Ge Zhang, and Wenhui Chen. Vamba: Understanding hour-long videos with hybrid mamba-transformers, 2025. URL <https://arxiv.org/abs/2503.11579>.
- MohammadHossein Rezaei, Yicheng Fu, Phil Cuvin, Caleb Ziems, Yanzhe Zhang, Hao Zhu, and Diyi Yang. Egonormia: Benchmarking physical social norm understanding. *arXiv preprint arXiv:2502.20490*, 2025.
- Marco Tulio Ribeiro, Tongshuang Wu, Carlos Guestrin, and Sameer Singh. Beyond accuracy: Behavioral testing of nlp models with checklist. *arXiv preprint arXiv:2005.04118*, 2020.

- Isaac Robinson and John Burden. Framing the game: How context shapes llm decision-making. *arXiv preprint arXiv:2503.04840*, 2025.
- Cintia Rodríguez. The construction of executive function in early development: The pragmatics of action and gestures. *Human Development*, 66(4-5):239–259, 2022.
- Jaechul Roh, Varun Gandhi, Shivani Anilkumar, and Arin Garg. Chain-of-code collapse: Reasoning failures in llms via adversarial prompting in code generation. *arXiv preprint arXiv*, 2506, 2025.
- Paul Rozin and Edward B Royzman. Negativity bias, negativity dominance, and contagion. *Personality and social psychology review*, 5(4):296–320, 2001.
- Sahand Sabour, Siyang Liu, Zheyuan Zhang, June M Liu, Jinfeng Zhou, Alvionna S Sunaryo, Juanzi Li, Tatia Lee, Rada Mihalcea, and Minlie Huang. Emobench: Evaluating the emotional intelligence of large language models. *arXiv preprint arXiv:2402.12071*, 2024.
- Keita Saito, Akifumi Wachi, Koki Wataoka, and Youhei Akimoto. Verbosity bias in preference labeling by large language models. *arXiv preprint arXiv:2310.10076*, 2023.
- S Sakshi, Utkarsh Tyagi, Sonal Kumar, Ashish Seth, Ramaneswaran Selvakumar, Oriol Nieto, Ramani Duraiswami, Sreyan Ghosh, and Dinesh Manocha. Mmau: A massive multi-task audio understanding and reasoning benchmark, 2024. URL <https://arxiv.org/abs/2410.19168>.
- Geoffrey Sampson. What was transformational grammar?: A review of: Noam chomsky, the logical structure of linguistic theory. published by plenum press, new york, 1975. 573 pp. *Lingua*, 48(4):355–378, 1979. ISSN 0024-3841. doi: [https://doi.org/10.1016/0024-3841\(79\)90057-3](https://doi.org/10.1016/0024-3841(79)90057-3). URL <https://www.sciencedirect.com/science/article/pii/0024384179900573>.
- Maarten Sap, Ronan LeBras, Daniel Fried, and Yejin Choi. Neural theory-of-mind? on the limits of social intelligence in large lms. *arXiv preprint arXiv:2210.13312*, 2022.
- Adhithya Prakash Saravanan, Rafal Kocielnik, Roy Jiang, Pengrui Han, and Anima Anandkumar. Exploring social bias in downstream applications of text-to-image foundation models. *arXiv preprint arXiv:2312.10065*, 2023.
- Gabriel Sarch, Snigdha Saha, Naitik Khandelwal, Ayush Jain, Michael J Tarr, Aviral Kumar, and Katerina Fragkiadaki. Grounded reinforcement learning for visual reasoning. *arXiv preprint arXiv:2505.23678*, 2025.
- Laboni Sarker, Mara Downing, Achintya Desai, and Tevfik Bultan. Syntactic robustness for llm-based code generation, 2024. URL <https://arxiv.org/abs/2404.01535>.
- Rohit Saxena, Aryo Pradipta Gema, and Pasquale Minervini. Lost in time: Clock and calendar understanding challenges in multimodal llms, 2025. URL <https://arxiv.org/abs/2502.05092>.
- Samuel Schmidgall, Jascha Achterberg, Thomas Miconi, Louis Kirsch, Rojin Ziaei, S. Pardis Hajiseyedrazi, and Jason Eshraghian. Brain-inspired learning in artificial neural networks: a review, 2023. URL <https://arxiv.org/abs/2305.11252>.
- Samuel Schmidgall, Carl Harris, Ime Essien, Daniel Olshvang, Tawsifur Rahman, Ji Woong Kim, Rojin Ziaei, Jason Eshraghian, Peter Abadir, and Rama Chellappa. Evaluation and mitigation of cognitive biases in medical language models. *npj Digital Medicine*, 7(1):295, 2024.
- Luca M Schulze Buschoff, Elif Akata, Matthias Bethge, and Eric Schulz. Visual cognition in multimodal large language models. *Nature Machine Intelligence*, pp. 1–11, 2025.
- Melanie Sclar, Sachin Kumar, Peter West, Alane Suhr, Yejin Choi, and Yulia Tsvetkov. Minding language models’(lack of) theory of mind: A plug-and-play multi-character belief tracker. *arXiv preprint arXiv:2306.00924*, 2023.

- Pranav Senthilkumar, Visshwa Balasubramanian, Prisha Jain, Aneesa Maity, Jonathan Lu, and Kevin Zhu. Fine-tuning language models for ethical ambiguity: A comparative study of alignment with human responses, 2024. URL <https://arxiv.org/abs/2410.07826>.
- Preethi Seshadri, Sameer Singh, and Yanai Elazar. The bias amplification paradox in text-to-image generation, 2023. URL <https://arxiv.org/abs/2308.00755>.
- Mohammadamin Shafei, Hamidreza Saffari, and Nafise Sadat Moosavi. More or less wrong: A benchmark for directional bias in llm comparative reasoning. *arXiv preprint arXiv:2506.03923*, 2025.
- Zhihong Shao, Peiyi Wang, Qihao Zhu, Runxin Xu, Junxiao Song, Xiao Bi, Haowei Zhang, Mingchuan Zhang, Y. K. Li, Y. Wu, and Daya Guo. Deepseekmath: Pushing the limits of mathematical reasoning in open language models, 2024. URL <https://arxiv.org/abs/2402.03300>.
- Natalie Shapira, Mosh Levy, Seyed Hossein Alavi, Xuhui Zhou, Yejin Choi, Yoav Goldberg, Maarten Sap, and Vered Shwartz. Clever hans or neural theory of mind? stress testing social reasoning in large language models. *arXiv preprint arXiv:2305.14763*, 2023.
- Lawrence Shapiro. *Embodied cognition*. Routledge, 2019.
- Lawrence Shapiro and Shannon Spaulding. Embodied Cognition. In Edward N. Zalta and Uri Nodelman (eds.), *The Stanford Encyclopedia of Philosophy*. Metaphysics Research Lab, Stanford University, Fall 2024 edition, 2024.
- Hui Shen, Taiqiang Wu, Qi Han, Yunta Hsieh, Jizhou Wang, Yuyue Zhang, Yuxin Cheng, Zijian Hao, Yuansheng Ni, Xin Wang, Zhongwei Wan, Kai Zhang, Wendong Xu, Jing Xiong, Ping Luo, Wenhui Chen, Chaofan Tao, Zhuoqing Mao, and Ngai Wong. Phyx: Does your model have the "wits" for physical reasoning?, 2025. URL <https://arxiv.org/abs/2505.15929>.
- Si Shen, Peijun Shen, and Danhao Zhu. Revorder: A novel method for enhanced arithmetic in language models, 2024. URL <https://arxiv.org/abs/2402.03822>.
- Freda Shi, Xinyun Chen, Kanishka Misra, Nathan Scales, David Dohan, Ed Chi, Nathanael Schärli, and Denny Zhou. Large language models can be easily distracted by irrelevant context, 2023. URL <https://arxiv.org/abs/2302.00093>.
- Li Shi, Houjiang Liu, Yian Wong, Utkarsh Mujumdar, Dan Zhang, Jacek Gwizdka, and Matthew Lease. Argumentative experience: Reducing confirmation bias on controversial issues through llm-generated multi-persona debates. *arXiv preprint arXiv:2412.04629*, 2024.
- Andrew Shin and Kunitake Kaneko. Large language models lack understanding of character composition of words, 2024. URL <https://arxiv.org/abs/2405.11357>.
- Joseph R Shoenfield. *Mathematical logic*. AK Peters/CRC Press, 2018.
- Parshin Shojaee, Iman Mirzadeh, Keivan Alizadeh, Maxwell Horton, Samy Bengio, and Mehrdad Farajtabar. The illusion of thinking: Understanding the strengths and limitations of reasoning models via the lens of problem complexity, 2025. URL <https://arxiv.org/abs/2506.06941>.
- Chang Shu, Jiuzhou Han, Fangyu Liu, Ehsan Shareghi, and Nigel Collier. Posqa: Probe the world models of llms with size comparisons. *arXiv preprint arXiv:2310.13394*, 2023.
- Karanpartap Singh and James Zou. New evaluation metrics capture quality degradation due to llm watermarking, 2023. URL <https://arxiv.org/abs/2312.02382>.
- Peiyang Song, Kaiyu Yang, and Anima Anandkumar. Lean copilot: Large language models as copilots for theorem proving in lean. *arXiv preprint arXiv:2404.12534*, 2024.
- K. W. Spence. The nature of discrimination learning in animals. *Psychological Review*, 43(5):427–449, 1936. doi: 10.1037/h0056975.

- Stephen P. Stich. Logical form and natural language. *Philosophical Studies: An International Journal for Philosophy in the Analytic Tradition*, 28(6):397–418, 1975. ISSN 00318116, 15730883. URL <http://www.jstor.org/stable/4318998>.
- James WA Strachan, Dalila Albergo, Giulia Borghini, Oriana Pansardi, Eugenio Scaliti, Saurabh Gupta, Krati Saxena, Alessandro Rufo, Stefano Panzeri, Guido Manzi, et al. Testing theory of mind in large language models and humans. *Nature Human Behaviour*, pp. 1–11, 2024.
- Zhaochen Su, Juntao Li, Jun Zhang, Tong Zhu, Xiaoye Qu, Pan Zhou, Yan Bowen, Yu Cheng, and Min zhang. Living in the moment: Can large language models grasp co-temporal reasoning?, 2024. URL <https://arxiv.org/abs/2406.09072>.
- Yasuaki Sumita, Koh Takeuchi, and Hisashi Kashima. Cognitive biases in large language models: A survey and mitigation experiments. In *Proceedings of the 40th ACM/SIGAPP Symposium on Applied Computing*, pp. 1009–1011, 2025.
- Jiankai Sun, Chuanyang Zheng, Enze Xie, Zhengying Liu, Ruihang Chu, Jianing Qiu, Jiaqi Xu, Mingyu Ding, Hongyang Li, Mengzhe Geng, et al. A survey of reasoning with foundation models. *arXiv preprint arXiv:2312.11562*, 2023.
- Xinyi Sun, Hongye Tan, Yaxin Guo, Pengpeng Qiang, Ru Li, and Hu Zhang. Mitigating shortcut learning via smart data augmentation based on large language model. In *Proceedings of the 31st International Conference on Computational Linguistics*, pp. 8160–8172, 2025a.
- Yiyou Sun, Shawn Hu, Georgia Zhou, Ken Zheng, Hannaneh Hajishirzi, Nouha Dziri, and Dawn Song. Omega: Can llms reason outside the box in math? evaluating exploratory, compositional, and transformative generalization, 2025b. URL <https://arxiv.org/abs/2506.18880>.
- Gaurav Suri, Lily R Slater, Ali Ziaee, and Morgan Nguyen. Do large language models show decision heuristics similar to humans? a case study using gpt-3.5. *Journal of Experimental Psychology: General*, 2024.
- Kazuhiro Takemoto. The moral machine experiment on large language models. *Royal Society open science*, 11(2):231393, 2024.
- Kenan Tang, Peiyang Song, Yao Qin, and Xifeng Yan. Creative and context-aware translation of east asian idioms with gpt-4. *arXiv preprint arXiv:2410.00988*, 2024.
- Kumar Tanmay, Aditi Khandelwal, Utkarsh Agarwal, and Monojit Choudhury. Probing the moral development of large language models through defining issues test. *arXiv preprint arXiv:2309.13356*, 2023.
- Alberto Testolin. Can neural networks do arithmetic? a survey on the elementary numerical skills of state-of-the-art deep learning models. *Applied Sciences*, 14(2), 2024. ISSN 2076-3417. doi: 10.3390/app14020744. URL <https://www.mdpi.com/2076-3417/14/2/744>.
- Amitayush Thakur, George Tsoukalas, Yeming Wen, Jimmy Xin, and Swarat Chaudhuri. An in-context learning agent for formal theorem-proving, 2024. URL <https://arxiv.org/abs/2310.04353>.
- Kyle Thompson, Nuno Saavedra, Pedro Carrott, Kevin Fisher, Alex Sanchez-Stern, Yuriy Brun, João F. Ferreira, Sorin Lerner, and Emily First. Rango: Adaptive retrieval-augmented proving for automated software verification, 2025. URL <https://arxiv.org/abs/2412.14063>.
- Shi-Yu Tian, Zhi Zhou, Lin-Han Jia, Lan-Zhe Guo, and Yu-Feng Li. Robustness assessment of mathematical reasoning in the presence of missing and contradictory conditions, 2024. URL <https://arxiv.org/abs/2406.05055>.
- Jiessie Tie, Bingsheng Yao, Tianshi Li, Syed Ishtiaque Ahmed, Dakuo Wang, and Shurui Zhou. Llms are imperfect, then what? an empirical study on llm failures in software engineering, 2024. URL <https://arxiv.org/abs/2411.09916>.

- Alejandro Tlaie. Exploring and steering the moral compass of large language models. In *International Conference on Pattern Recognition*, pp. 420–442. Springer, 2024.
- Alexander Matt Turner, Lisa Thiergart, Gavin Leech, David Udell, Juan J Vazquez, Ulisse Mini, and Monte MacDiarmid. Steering language models with activation engineering. *arXiv preprint arXiv:2308.10248*, 2023.
- Amos Tversky and Daniel Kahneman. Judgment under uncertainty: Heuristics and biases: Biases in judgments reveal some heuristics of thinking under uncertainty. *science*, 185(4157):1124–1131, 1974.
- Amos Tversky and Daniel Kahneman. The framing of decisions and the psychology of choice. *science*, 211(4481):453–458, 1981.
- Tomer Ullman. Large language models fail on trivial alterations to theory-of-mind tasks. *arXiv preprint arXiv:2302.08399*, 2023.
- Bibek Upadhayay, Vahid Behzadan, and Amin Karbasi. Working memory attack on llms. In *ICLR 2025 Workshop on Building Trust in Language Models and Applications*, 2025.
- Max J van Duijn, Bram van Dijk, Tom Kouwenhoven, Werner de Valk, Marco R Spruit, and Peter van der Putten. Theory of mind in large language models: Examining performance of 11 state-of-the-art models vs. children aged 7-10 on advanced tests. *arXiv preprint arXiv:2310.20320*, 2023.
- Francisco J Varela, Evan Thompson, and Eleanor Rosch. *The embodied mind, revised edition: Cognitive science and human experience*. MIT press, 2017.
- Ashish Vaswani, Noam Shazeer, Niki Parmar, Jakob Uszkoreit, Llion Jones, Aidan N. Gomez, Lukasz Kaiser, and Illia Polosukhin. Attention is all you need, 2023. URL <https://arxiv.org/abs/1706.03762>.
- An Vo, Khai-Nguyen Nguyen, Mohammad Reza Taesiri, Vy Tuong Dang, Anh Totti Nguyen, and Daeyoung Kim. Vision language models are biased: Counting legs of an animal is surprisingly hard. In *2nd AI for Math Workshop@ ICML 2025*, 2025.
- Lev S Vygotsky. *Mind in society: The development of higher psychological processes*, volume 86. Harvard university press, 1978.
- Gleb D Vzorinab, Alexey M Bukinichac, Anna V Sedykha, Irina I Vetrovab, and Elena A Sergienkob. The emotional intelligence of the gpt-4 large language model. *Psychology in Russia: State of the art*, 17(2): 85–99, 2024.
- Yue Wan, Xiaowei Jia, and Xiang Lorraine Li. Unveiling confirmation bias in chain-of-thought reasoning. *arXiv preprint arXiv:2506.12301*, 2025a.
- Yue Wan, Xiaowei Jia, and Xiang Lorraine Li. Unveiling confirmation bias in chain-of-thought reasoning, 2025b. URL <https://arxiv.org/abs/2506.12301>.
- Yuxuan Wan, Wenxuan Wang, Yiliu Yang, Youliang Yuan, Jen-tse Huang, Pinjia He, Wenxiang Jiao, and Michael Lyu. LogicAsker: Evaluating and improving the logical reasoning ability of large language models. In Yaser Al-Onaizan, Mohit Bansal, and Yun-Nung Chen (eds.), *Proceedings of the 2024 Conference on Empirical Methods in Natural Language Processing*, pp. 2124–2155, Miami, Florida, USA, November 2024. Association for Computational Linguistics. doi: 10.18653/v1/2024.emnlp-main.128. URL <https://aclanthology.org/2024.emnlp-main.128>.
- Chupei Wang and Jiaqiu Vince Sun. Unable to forget: Proactive Interference reveals working memory limits in llms beyond context length, 2025. URL <https://arxiv.org/abs/2506.08184>.
- Guanzhi Wang, Yuqi Xie, Yunfan Jiang, Ajay Mandlekar, Chaowei Xiao, Yuke Zhu, Linxi Fan, and Anima Anandkumar. Voyager: An open-ended embodied agent with large language models. *arXiv preprint arXiv:2305.16291*, 2023a.

- Guoyu Wang, Wei Wang, Yiqin Cao, Yan Teng, Qianyu Guo, Haofen Wang, Junyu Lin, Jiajie Ma, Jin Liu, and Yingchun Wang. Possibilities and challenges in the moral growth of large language models: a philosophical perspective. *Ethics and Information Technology*, 27(1):9, 2025a.
- Hanchen Wang, Tianfan Fu, Yuanqi Du, Wenhao Gao, Kexin Huang, Ziming Liu, Payal Chandak, Shengchao Liu, Peter Van Katwyk, Andreea Deac, Anima Anandkumar, Karianne J. Bergen, Carla P. Gomes, Shirley Ho, Pushmeet Kohli, Joan Lasenby, Jure Leskovec, Tie-Yan Liu, Arjun K. Manrai, Debora S. Marks, Bharath Ramsundar, Le Song, Jimeng Sun, Jian Tang, Petar Velickovic, Max Welling, Linfeng Zhang, Connor W. Coley, Yoshua Bengio, and Marinka Zitnik. Scientific discovery in the age of artificial intelligence. *Nature*, 620:47–60, 2023b. URL <https://api.semanticscholar.org/CorpusID:260384616>.
- Qian Wang, Zhanzhi Lou, Zhenheng Tang, Nuo Chen, Xuandong Zhao, Wenxuan Zhang, Dawn Song, and Bingsheng He. Assessing judging bias in large reasoning models: An empirical study. *arXiv preprint arXiv:2504.09946*, 2025b.
- Shiqi Wang, Zheng Li, Haifeng Qian, Chenghao Yang, Zijian Wang, Mingyue Shang, Varun Kumar, Samson Tan, Baishakhi Ray, Parminder Bhatia, Ramesh Nallapati, Murali Krishna Ramanathan, Dan Roth, and Bing Xiang. Recode: Robustness evaluation of code generation models, 2022. URL <https://arxiv.org/abs/2212.10264>.
- Siyuan Wang, Zhongyu Wei, Yejin Choi, and Xiang Ren. Can llms reason with rules? logic scaffolding for stress-testing and improving llms, 2024. URL <https://arxiv.org/abs/2402.11442>.
- Yi Ru Wang, Jiafei Duan, Dieter Fox, and Siddhartha Srinivasa. Newton: Are large language models capable of physical reasoning?, 2023c. URL <https://arxiv.org/abs/2310.07018>.
- Yuqing Wang and Yun Zhao. Rupbench: Benchmarking reasoning under perturbations for robustness evaluation in large language models, 2024. URL <https://arxiv.org/abs/2406.11020>.
- Alexander Wei, Nika Haghtalab, and Jacob Steinhardt. Jailbroken: How does llm safety training fail? In A. Oh, T. Naumann, A. Globerson, K. Saenko, M. Hardt, and S. Levine (eds.), *Advances in Neural Information Processing Systems*, volume 36, pp. 80079–80110. Curran Associates, Inc., 2023a. URL https://proceedings.neurips.cc/paper_files/paper/2023/file/fd6613131889a4b656206c50a8bd7790-Paper-Conference.pdf.
- Jason Wei, Yi Tay, Rishi Bommasani, Colin Raffel, Barret Zoph, Sebastian Borgeaud, Dani Yogatama, Maarten Bosma, Denny Zhou, Donald Metzler, Ed H. Chi, Tatsunori Hashimoto, Oriol Vinyals, Percy Liang, Jeff Dean, and William Fedus. Emergent abilities of large language models, 2022a. URL <https://arxiv.org/abs/2206.07682>.
- Jason Wei, Xuezhi Wang, Dale Schuurmans, Maarten Bosma, Fei Xia, Ed Chi, Quoc V Le, Denny Zhou, et al. Chain-of-thought prompting elicits reasoning in large language models. *Advances in neural information processing systems*, 35:24824–24837, 2022b.
- Tianwen Wei, Jian Luan, Wei Liu, Shuang Dong, and Bin Wang. Cmath: Can your language model pass chinese elementary school math test?, 2023b. URL <https://arxiv.org/abs/2306.16636>.
- Xiahua Wei, Naveen Kumar, and Han Zhang. Addressing bias in generative ai: Challenges and research opportunities in information management. *arXiv preprint arXiv:2502.10407*, 2025.
- Sean Welleck and Rahul Saha. Llmstep: Llm proofstep suggestions in lean, 2023. URL <https://arxiv.org/abs/2310.18457>.
- Bingbing Wen, Chenjun Xu, Robert Wolfe, Lucy Lu Wang, Bill Howe, et al. Mitigating overconfidence in large language models: A behavioral lens on confidence estimation and calibration. In *NeurIPS 2024 Workshop on Behavioral Machine Learning*, 2024.

- Colin White, Samuel Dooley, Manley Roberts, Arka Pal, Ben Feuer, Siddhartha Jain, Ravid Shwartz-Ziv, Neel Jain, Khalid Saifullah, Siddhartha Naidu, Chinmay Hegde, Yann LeCun, Tom Goldstein, Willie Neiswanger, and Micah Goldblum. Livebench: A challenging, contamination-free llm benchmark, 2024. URL <https://arxiv.org/abs/2406.19314>.
- Benjamin R Williams, Jonathan S Ponesse, Russell J Schachar, Gordon D Logan, and Rosemary Tannock. Development of inhibitory control across the life span. *Developmental psychology*, 35(1):205, 1999.
- Sean Williams and James Huckle. Easy problems that llms get wrong, 2024. URL <https://arxiv.org/abs/2405.19616>.
- Heinz Wimmer and Josef Perner. Beliefs about beliefs: Representation and constraining function of wrong beliefs in young children’s understanding of deception. *Cognition*, 13(1):103–128, 1983.
- Stanislaw Woźniak, Angeliki Pantazi, Thomas Bohnstingl, and Evangelos Eleftheriou. Deep learning incorporating biologically inspired neural dynamics and in-memory computing. *Nature Machine Intelligence*, 2(6):325–336, June 2020. ISSN 2522-5839. doi: 10.1038/s42256-020-0187-0. URL <http://dx.doi.org/10.1038/s42256-020-0187-0>.
- Da Wu, Jingye Yang, and Kai Wang. Exploring the reversal curse and other deductive logical reasoning in bert and gpt-based large language models, 2024a. URL <https://arxiv.org/abs/2312.03633>.
- Fangzhou Wu, Ning Zhang, Somesh Jha, Patrick McDaniel, and Chaowei Xiao. A new era in llm security: Exploring security concerns in real-world llm-based systems, 2024b. URL <https://arxiv.org/abs/2402.18649>.
- Kevin Wu, Eric Wu, and James Y Zou. Clasheval: Quantifying the tug-of-war between an llm’s internal prior and external evidence. *Advances in Neural Information Processing Systems*, 37:33402–33422, 2024c.
- Siyu Wu, Alessandro Oltramari, Jonathan Francis, C Lee Giles, and Frank E Ritter. Cognitive llms: Toward human-like artificial intelligence by integrating cognitive architectures and large language models for manufacturing decision-making. *Neurosymbolic Artificial Intelligence*, 2024d.
- Wenshan Wu, Shaoguang Mao, Yadong Zhang, Yan Xia, Li Dong, Lei Cui, and Furu Wei. Mind’s eye of llms: visualization-of-thought elicits spatial reasoning in large language models. *Advances in Neural Information Processing Systems*, 37:90277–90317, 2025a.
- Xinyi Wu, Yifei Wang, Stefanie Jegelka, and Ali Jadbabaie. On the emergence of position bias in transformers. *arXiv preprint arXiv:2502.01951*, 2025b.
- Yuhuai Wu, Albert Qiaoju Jiang, Wenda Li, Markus Rabe, Charles Staats, Mateja Jamnik, and Christian Szegedy. Autoformalization with large language models. In S. Koyejo, S. Mohamed, A. Agarwal, D. Belgrave, K. Cho, and A. Oh (eds.), *Advances in Neural Information Processing Systems*, volume 35, pp. 32353–32368. Curran Associates, Inc., 2022. URL https://proceedings.neurips.cc/paper_files/paper/2022/file/d0c6bc641a56bebee9d985b937307367-Paper-Conference.pdf.
- Zhaofeng Wu, Linlu Qiu, Alexis Ross, Ekin Akyürek, Boyuan Chen, Bailin Wang, Najoung Kim, Jacob Andreas, and Yoon Kim. Reasoning or reciting? exploring the capabilities and limitations of language models through counterfactual tasks. In Kevin Duh, Helena Gomez, and Steven Bethard (eds.), *Proceedings of the 2024 Conference of the North American Chapter of the Association for Computational Linguistics: Human Language Technologies (Volume 1: Long Papers)*, pp. 1819–1862, Mexico City, Mexico, June 2024e. Association for Computational Linguistics. doi: 10.18653/v1/2024.naacl-long.102. URL <https://aclanthology.org/2024.naacl-long.102>.
- Chunqiu Steven Xia, Yinlin Deng, and Lingming Zhang. Top leaderboard ranking = top coding proficiency, always? evoeval: Evolving coding benchmarks via llm, 2024. URL <https://arxiv.org/abs/2403.19114>.
- Yang Xiao, Jiashuo Wang, Qiancheng Xu, Changhe Song, Chunpu Xu, Yi Cheng, Wenjie Li, and Pengfei Liu. Towards dynamic theory of mind: Evaluating llm adaptation to temporal evolution of human states. *arXiv preprint arXiv:2505.17663*, 2025.

- Zhifei Xie, Mingbao Lin, Zihang Liu, Pengcheng Wu, Shuicheng Yan, and Chunyan Miao. Audio-reasoner: Improving reasoning capability in large audio language models, 2025. URL <https://arxiv.org/abs/2503.02318>.
- Huajian Xin, Z. Z. Ren, Junxiao Song, Zhihong Shao, Wanxia Zhao, Haocheng Wang, Bo Liu, Liyue Zhang, Xuan Lu, Qiushi Du, Wenjun Gao, Qihao Zhu, Dejian Yang, Zhibin Gou, Z. F. Wu, Fuli Luo, and Chong Ruan. Deepseek-prover-v1.5: Harnessing proof assistant feedback for reinforcement learning and monte-carlo tree search, 2024. URL <https://arxiv.org/abs/2408.08152>.
- Miao Xiong, Zhiyuan Hu, Xinyang Lu, Yifei Li, Jie Fu, Junxian He, and Bryan Hooi. Can llms express their uncertainty? an empirical evaluation of confidence elicitation in llms. *arXiv preprint arXiv:2306.13063*, 2023.
- Bo Xu and Mu-ming Poo. Large language models and brain-inspired general intelligence. *National Science Review*, 10(10):nwad267, 11 2023. ISSN 2095-5138. doi: 10.1093/nsr/nwad267. URL <https://doi.org/10.1093/nsr/nwad267>.
- Fengli Xu, Qianye Hao, Zefang Zong, Jingwei Wang, Yunke Zhang, Jingyi Wang, Xiaochong Lan, Jiahui Gong, Tianjian Ouyang, Fanjin Meng, Chenyang Shao, Yuwei Yan, Qinglong Yang, Yiwen Song, Sijian Ren, Xinyuan Hu, Yu Li, Jie Feng, Chen Gao, and Yong Li. Towards large reasoning models: A survey of reinforced reasoning with large language models, 2025a. URL <https://arxiv.org/abs/2501.09686>.
- Mengdi Xu, Peide Huang, Wenhao Yu, Shiqi Liu, Xilun Zhang, Yaru Niu, Tingnan Zhang, Fei Xia, Jie Tan, and Ding Zhao. Creative robot tool use with large language models. *arXiv preprint arXiv:2310.13065*, 2023a.
- Nan Xu and Xuezhe Ma. Llm the genius paradox: A linguistic and math expert’s struggle with simple word-based counting problems, 2024. URL <https://arxiv.org/abs/2410.14166>.
- Peng Xu, Wei Ping, Xianchao Wu, Lawrence McAfee, Chen Zhu, Zihan Liu, Sandeep Subramanian, Evelina Bakhturina, Mohammad Shoeybi, and Bryan Catanzaro. Retrieval meets long context large language models. In *The Twelfth International Conference on Learning Representations*, 2023b.
- Ruijie Xu, Zengzhi Wang, Run-Ze Fan, and Pengfei Liu. Benchmarking benchmark leakage in large language models, 2024a. URL <https://arxiv.org/abs/2404.18824>.
- Xin Xu, Qiyun Xu, Tong Xiao, Tianhao Chen, Yuchen Yan, Jiabin Zhang, Shizhe Diao, Can Yang, and Yang Wang. Ugphysics: A comprehensive benchmark for undergraduate physics reasoning with large language models. *arXiv preprint arXiv:2502.00334*, 2025b.
- Xinrun Xu, Pi Bu, Ye Wang, Börje F Karlsson, Ziming Wang, Tengtao Song, Qi Zhu, Jun Song, Zhiming Ding, and Bo Zheng. Deepphy: Benchmarking agentic vlms on physical reasoning. *arXiv preprint arXiv:2508.05405*, 2025c.
- Yudong Xu, Wenhao Li, Pashootan Vaezipoor, Scott Sanner, and Elias B Khalil. Llms and the abstraction and reasoning corpus: Successes, failures, and the importance of object-based representations. *arXiv preprint arXiv:2305.18354*, 2023c.
- Zhuoyan Xu, Zhenmei Shi, and Yingyu Liang. Do large language models have compositional ability? an investigation into limitations and scalability, 2024b. URL <https://arxiv.org/abs/2407.15720>.
- Khurram Yamin, Shantanu Gupta, Gaurav R. Ghosal, Zachary C. Lipton, and Bryan Wilder. Failure modes of llms for causal reasoning on narratives, 2024. URL <https://arxiv.org/abs/2410.23884>.
- Cilin Yan, Haochen Wang, Shilin Yan, Xiaolong Jiang, Yao Hu, Guoliang Kang, Weidi Xie, and Efstratios Gavves. Visa: Reasoning video object segmentation via large language models, 2024. URL <https://arxiv.org/abs/2407.11325>.

- Kaiyu Yang, Aidan Swope, Alex Gu, Rahul Chalamala, Peiyang Song, Shixing Yu, Saad Godil, Ryan J Prenger, and Animashree Anandkumar. Leandojo: Theorem proving with retrieval-augmented language models. In A. Oh, T. Naumann, A. Globerson, K. Saenko, M. Hardt, and S. Levine (eds.), *Advances in Neural Information Processing Systems*, volume 36, pp. 21573–21612. Curran Associates, Inc., 2023a.
- Kaiyu Yang, Gabriel Poesia, Jingxuan He, Wenda Li, Kristin Lauter, Swarat Chaudhuri, and Dawn Song. Formal mathematical reasoning: A new frontier in ai, 2024a. URL <https://arxiv.org/abs/2412.16075>.
- Ling Yang, Zhaochen Yu, Tianjun Zhang, Shiyi Cao, Minkai Xu, Wentao Zhang, Joseph E Gonzalez, and Bin Cui. Buffer of thoughts: Thought-augmented reasoning with large language models. *Advances in Neural Information Processing Systems*, 37:113519–113544, 2024b.
- Nakyeong Yang, Taegwan Kang, Jungkyu Choi, Honglak Lee, and Kyomin Jung. Mitigating biases for instruction-following language models via bias neurons elimination. *arXiv preprint arXiv:2311.09627*, 2023b.
- Sohee Yang, Nora Kassner, Elena Gribovskaya, Sebastian Riedel, and Mor Geva. Do large language models perform latent multi-hop reasoning without exploiting shortcuts?, 2024c. URL <https://arxiv.org/abs/2411.16679>.
- Zhen Yang, Ming Ding, Qingsong Lv, Zhihuan Jiang, Zehai He, Yuyi Guo, Jinfeng Bai, and Jie Tang. Gpt can solve mathematical problems without a calculator, 2023c. URL <https://arxiv.org/abs/2309.03241>.
- Jia-Yu Yao, Kun-Peng Ning, Zhen-Hui Liu, Mu-Nan Ning, Yu-Yang Liu, and Li Yuan. Llm lies: Hallucinations are not bugs, but features as adversarial examples. *arXiv preprint arXiv:2310.01469*, 2023.
- Yifan Yao, Jinhao Duan, Kaidi Xu, Yuanfang Cai, Zhibo Sun, and Yue Zhang. A survey on large language model (llm) security and privacy: The good, the bad, and the ugly. *High-Confidence Computing*, 4 (2):100211, 2024. ISSN 2667-2952. doi: <https://doi.org/10.1016/j.hcc.2024.100211>. URL <https://www.sciencedirect.com/science/article/pii/S266729522400014X>.
- Zhe Ye, Zhengxu Yan, Jingxuan He, Timothe Kasriel, Kaiyu Yang, and Dawn Song. Verina: Benchmarking verifiable code generation. *arXiv preprint arXiv:2505.23135*, 2025.
- Gilad Yehudai, Haim Kaplan, Asma Ghandeharioun, Mor Geva, and Amir Globerson. When can transformers count to n?, 2024. URL <https://arxiv.org/abs/2407.15160>.
- Paul Youssef, Jörg Schlötterer, and Christin Seifert. The queen of england is not england’s queen: On the lack of factual coherency in plms, 2024. URL <https://arxiv.org/abs/2402.01453>.
- Dingyao Yu, Kaitao Song, Peiling Lu, Tianyu He, Xu Tan, Wei Ye, Shikun Zhang, and Jiang Bian. Musicagent: An ai agent for music understanding and generation with large language models, 2023a. URL <https://arxiv.org/abs/2310.11954>.
- Fei Yu, Hongbo Zhang, Prayag Tiwari, and Benyou Wang. Natural language reasoning, a survey, 2023b. URL <https://arxiv.org/abs/2303.14725>.
- Jeffy Yu, Maximilian Huber, and Kevin Tang. Greedllama: Performance of financial value-aligned large language models in moral reasoning. *arXiv preprint arXiv:2404.02934*, 2024a.
- Junchi Yu, Ran He, and Rex Ying. Thought propagation: An analogical approach to complex reasoning with large language models. *arXiv preprint arXiv:2310.03965*, 2023c.
- Ping Yu, Jing Xu, Jason Weston, and Ilia Kulikov. Distilling system 2 into system 1, 2024b. URL <https://arxiv.org/abs/2407.06023>.
- Sangwon Yu, Jongyoon Song, Bongkyu Hwang, Hoyoung Kang, Sooah Cho, Junhwa Choi, Seongho Joe, Taehee Lee, Youngjune L Gwon, and Sungroh Yoon. Correcting negative bias in large language models through negative attention score alignment. *arXiv preprint arXiv:2408.00137*, 2024c.

- Xiaodong Yu, Hao Cheng, Xiaodong Liu, Dan Roth, and Jianfeng Gao. Reeval: Automatic hallucination evaluation for retrieval-augmented large language models via transferable adversarial attacks. *arXiv preprint arXiv:2310.12516*, 2023d.
- Ruibin Yuan, Hanfeng Lin, Shuyue Guo, Ge Zhang, Jiahao Pan, Yongyi Zang, Haohe Liu, Yiming Liang, Wenye Ma, Xingjian Du, Xinrun Du, Zhen Ye, Tianyu Zheng, Yinghao Ma, Minghao Liu, Zeyue Tian, Ziya Zhou, Liumeng Xue, Xingwei Qu, Yizhi Li, Shangda Wu, Tianhao Shen, Ziyang Ma, Jun Zhan, Chunhui Wang, Yatian Wang, Xiaowei Chi, Xinyue Zhang, Zhenzhu Yang, Xiangzhou Wang, Shansong Liu, Lingrui Mei, Peng Li, Junjie Wang, Jianwei Yu, Guojian Pang, Xu Li, Zihao Wang, Xiaohuan Zhou, Lijun Yu, Emmanouil Benetos, Yong Chen, Chenghua Lin, Xie Chen, Gus Xia, Zhaoxiang Zhang, Chao Zhang, Wenhua Chen, Xinyu Zhou, Xipeng Qiu, Roger Dannenberg, Jiaheng Liu, Jian Yang, Wenhao Huang, Wei Xue, Xu Tan, and Yike Guo. Yue: Scaling open foundation models for long-form music generation, 2025. URL <https://arxiv.org/abs/2503.08638>.
- Zheng Yuan, Hongyi Yuan, Chuanqi Tan, Wei Wang, and Songfang Huang. How well do large language models perform in arithmetic tasks?, 2023. URL <https://arxiv.org/abs/2304.02015>.
- Chunhui Zhang, Yiren Jian, Zhongyu Ouyang, and Soroush Vosoughi. Working memory identifies reasoning limits in language models. In *Proceedings of the 2024 Conference on Empirical Methods in Natural Language Processing*, pp. 16896–16922, 2024a.
- Dan Zhang, Ziniu Hu, Sining Zhou, Zhengxiao Du, Kaiyu Yang, Zihan Wang, Yisong Yue, Yuxiao Dong, and Jie Tang. Sciglm: Training scientific language models with self-reflective instruction annotation and tuning, 2024b. URL <https://arxiv.org/abs/2401.07950>.
- Hangtao Zhang, Chenyu Zhu, Xianlong Wang, Ziqi Zhou, Changgan Yin, Minghui Li, Lulu Xue, Yichen Wang, Shengshan Hu, Aishan Liu, et al. Badrobot: Manipulating embodied llms in the physical world. *arXiv preprint arXiv:2407.20242*, 2024c.
- Honghua Zhang, Liunian Harold Li, Tao Meng, Kai-Wei Chang, and Guy Van den Broeck. On the paradox of learning to reason from data, 2022. URL <https://arxiv.org/abs/2205.11502>.
- Hongxin Zhang, Weihua Du, Jiaming Shan, Qinhong Zhou, Yilun Du, Joshua B Tenenbaum, Tianmin Shu, and Chuang Gan. Building cooperative embodied agents modularly with large language models. *arXiv preprint arXiv:2307.02485*, 2023.
- Hugh Zhang, Jeff Da, Dean Lee, Vaughn Robinson, Catherine Wu, Will Song, Tiffany Zhao, Pranav Raja, Charlotte Zhuang, Dylan Slack, Qin Lyu, Sean Hendryx, Russell Kaplan, Michele Lunati, and Summer Yue. A careful examination of large language model performance on grade school arithmetic, 2024d. URL <https://arxiv.org/abs/2405.00332>.
- Ruisi Zhang, Shehzeen Samarah Hussain, Paarth Neekhara, and Farinaz Koushanfar. REMARK-LLM: A robust and efficient watermarking framework for generative large language models. In *33rd USENIX Security Symposium (USENIX Security 24)*, pp. 1813–1830, Philadelphia, PA, August 2024e. USENIX Association. ISBN 978-1-939133-44-1. URL <https://www.usenix.org/conference/usenixsecurity24/presentation/zhang-ruisi>.
- Xiang Zhang, Juntao Cao, and Chenyu You. Counting ability of large language models and impact of tokenization, 2024f. URL <https://arxiv.org/abs/2410.19730>.
- Xinyu Zhang, Yuxuan Dong, Yanrui Wu, Jiaying Huang, Chengyou Jia, Basura Fernando, Mike Zheng Shou, Lingling Zhang, and Jun Liu. Physreason: A comprehensive benchmark towards physics-based reasoning. *arXiv preprint arXiv:2502.12054*, 2025a.
- Yidan Zhang and Zhenan He. Large language models can not perform well in understanding and manipulating natural language at both character and word levels? In Yaser Al-Onaizan, Mohit Bansal, and Yun-Nung Chen (eds.), *Findings of the Association for Computational Linguistics: EMNLP 2024*, pp. 11826–11842, Miami, Florida, USA, November 2024. Association for Computational Linguistics. doi: 10.18653/v1/2024.findings-emnlp.691. URL <https://aclanthology.org/2024.findings-emnlp.691/>.

- Yidan Zhang, Mingfeng Xue, Dayiheng Liu, and Zhenan He. Rationales for answers to simple math word problems confuse large language models. In Lun-Wei Ku, Andre Martins, and Vivek Srikumar (eds.), *Findings of the Association for Computational Linguistics: ACL 2024*, pp. 8853–8869, Bangkok, Thailand, August 2024g. Association for Computational Linguistics. doi: 10.18653/v1/2024.findings-acl.524. URL <https://aclanthology.org/2024.findings-acl.524/>.
- Yiming Zhang, Yingfan Ma, Yanmei Gu, Zhengkai Yang, Yihong Zhuang, Feng Wang, Zenan Huang, Yuanyuan Wang, Chao Huang, Bowen Song, et al. Abench-physics: Benchmarking physical reasoning in llms via high-difficulty and dynamic physics problems. *arXiv preprint arXiv:2507.04766*, 2025b.
- Ziyao Zhang, Yanlin Wang, Chong Wang, Jiachi Chen, and Zibin Zheng. Llm hallucinations in practical code generation: Phenomena, mechanism, and mitigation. *arXiv preprint arXiv:2409.20550*, 2024h.
- Daniel Zhang-Li, Nianyi Lin, Jifan Yu, Zheyuan Zhang, Zijun Yao, Xiaokang Zhang, Lei Hou, Jing Zhang, and Juanzi Li. Reverse that number! decoding order matters in arithmetic learning, 2024. URL <https://arxiv.org/abs/2403.05845>.
- Bowen Zhao, Leo Parker Dirac, and Paulina Varshavskaya. Can vision language models learn from visual demonstrations of ambiguous spatial reasoning? *arXiv preprint arXiv:2409.17080*, 2024a.
- Jiawei Zhao, Zhenyu Zhang, Beidi Chen, Zhangyang Wang, Anima Anandkumar, and Yuandong Tian. Galore: Memory-efficient llm training by gradient low-rank projection, 2024b. URL <https://arxiv.org/abs/2403.03507>.
- Jinman Zhao and Xuayan Zhang. Exploring the limitations of large language models in compositional relation reasoning, 2024. URL <https://arxiv.org/abs/2403.02615>.
- Jun Zhao, Jingqi Tong, Yurong Mou, Ming Zhang, Qi Zhang, and Xuanjing Huang. Exploring the compositional deficiency of large language models in mathematical reasoning, 2024c. URL <https://arxiv.org/abs/2405.06680>.
- Runcong Zhao, Qinglin Zhu, Hainiu Xu, Jiazheng Li, Yuxiang Zhou, Yulan He, and Lin Gui. Large language models fall short: Understanding complex relationships in detective narratives, 2024d. URL <https://arxiv.org/abs/2402.11051>.
- Xuandong Zhao, Prabhanjan Ananth, Lei Li, and Yu-Xiang Wang. Provable robust watermarking for ai-generated text, 2023. URL <https://arxiv.org/abs/2306.17439>.
- Chujie Zheng, Hao Zhou, Fandong Meng, Jie Zhou, and Minlie Huang. Large language models are not robust multiple choice selectors. In *The Twelfth International Conference on Learning Representations*, 2023.
- Weixiong Zheng, Aimin Yang, Nankai Lin, and Dong Zhou. From bias to fairness: The role of domain-specific knowledge and efficient fine-tuning. In *International Conference on Intelligent Computing*, pp. 354–365. Springer, 2024a.
- Xiaosen Zheng, Tianyu Pang, Chao Du, Qian Liu, Jing Jiang, and Min Lin. Cheating automatic llm benchmarks: Null models achieve high win rates, 2024b. URL <https://arxiv.org/abs/2410.07137>.
- Zihan Zheng, Zerui Cheng, Zeyu Shen, Shang Zhou, Kaiyuan Liu, Hansen He, Dongruixuan Li, Stanley Wei, Hangyi Hao, Jianzhu Yao, Peiyao Sheng, Zixuan Wang, Wenhao Chai, Aleksandra Korolova, Peter Henderson, Sanjeev Arora, Pramod Viswanath, Jingbo Shang, and Saining Xie. Livecodebench pro: How do olympiad medalists judge llms in competitive programming?, 2025. URL <https://arxiv.org/abs/2506.11928>.
- Han Zhou, Xingchen Wan, Lev Proleev, Diana Mincu, Jilin Chen, Katherine Heller, and Subhrajit Roy. Batch calibration: Rethinking calibration for in-context learning and prompt engineering. *arXiv preprint arXiv:2309.17249*, 2023a.

- Jiaming Zhou, Abbas Ghaddar, Ge Zhang, Liheng Ma, Yaochen Hu, Soumyasundar Pal, Mark Coates, Bin Wang, Yingxue Zhang, and Jianye Hao. Enhancing logical reasoning in large language models through graph-based synthetic data, 2024a. URL <https://arxiv.org/abs/2409.12437>.
- Jinfeng Zhou, Yuxuan Chen, Yihan Shi, Xuanming Zhang, Leqi Lei, Yi Feng, Zexuan Xiong, Miao Yan, Xunzhi Wang, Yaru Cao, et al. Socialeval: Evaluating social intelligence of large language models. *arXiv preprint arXiv:2506.00900*, 2025.
- Kankan Zhou, Eason Lai, Wei Bin Au Yeong, Kyriakos Mouratidis, and Jing Jiang. Rome: Evaluating pre-trained vision-language models on reasoning beyond visual common sense. *arXiv preprint arXiv:2310.19301*, 2023b.
- Kun Zhou, Yutao Zhu, Zhipeng Chen, Wentong Chen, Wayne Xin Zhao, Xu Chen, Yankai Lin, Ji-Rong Wen, and Jiawei Han. Don't make your llm an evaluation benchmark cheater. *ArXiv*, abs/2311.01964, 2023c. URL <https://api.semanticscholar.org/CorpusID:265019021>.
- Pei Zhou, Aman Madaan, Srividya Pranavi Potharaju, Aditya Gupta, Kevin R McKee, Ari Holtzman, Jay Pujara, Xiang Ren, Swaroop Mishra, Aida Nematzadeh, et al. How far are large language models from agents with theory-of-mind? *arXiv preprint arXiv:2310.03051*, 2023d.
- Ziya Zhou, Yuhang Wu, Zhiyue Wu, Xinyue Zhang, Ruibin Yuan, Yinghao Ma, Lu Wang, Emmanouil Benetos, Wei Xue, and Yike Guo. Can llms "reason" in music? an evaluation of llms' capability of music understanding and generation, 2024b. URL <https://arxiv.org/abs/2407.21531>.
- Erle Zhu, Yadi Liu, Zhe Zhang, Xujun Li, Jin Zhou, Xinjie Yu, Minlie Huang, and Hongning Wang. Maps: Advancing multi-modal reasoning in expert-level physical science. *arXiv preprint arXiv:2501.10768*, 2025.
- Hanlin Zhu, Baihe Huang, Shaolun Zhang, Michael Jordan, Jiantao Jiao, Yuandong Tian, and Stuart Russell. Towards a theoretical understanding of the 'reversal curse' via training dynamics, 2024a. URL <https://arxiv.org/abs/2405.04669>.
- Wenhao Zhu, Hongyi Liu, Qingxiu Dong, Jingjing Xu, Shujian Huang, Lingpeng Kong, Jiajun Chen, and Lei Li. Multilingual machine translation with large language models: Empirical results and analysis, 2024b. URL <https://arxiv.org/abs/2304.04675>.
- Xiaochen Zhu, Caiqi Zhang, Tom Stafford, Nigel Collier, and Andreas Vlachos. Conformity in large language models. *arXiv preprint arXiv:2410.12428*, 2024c.

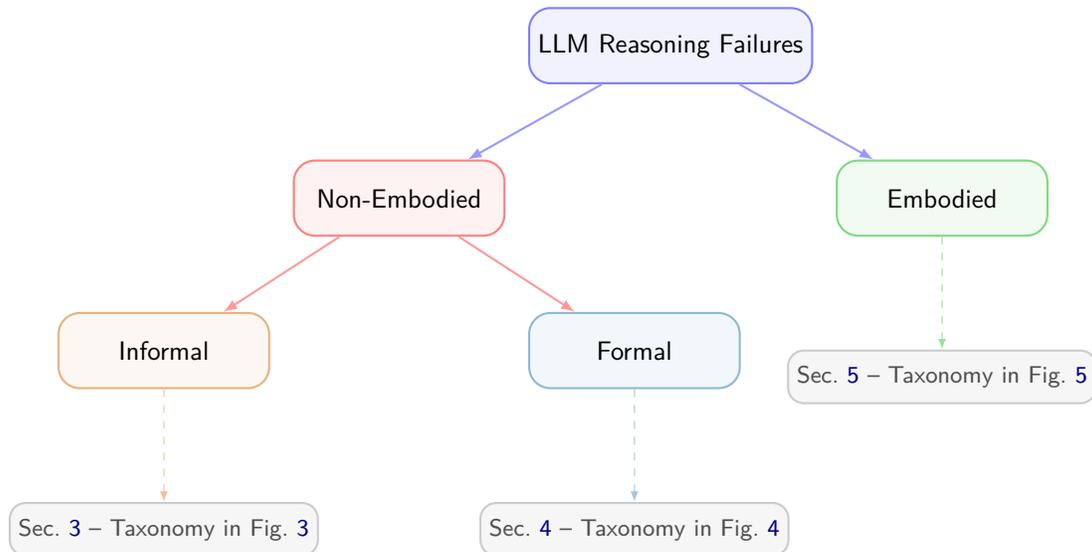


Figure 2: Reasoning Taxonomy & Main Survey Structure.

A Taxonomy

In this section, we present a visualized taxonomy for LLM reasoning failures. The taxonomy corresponds directly to how we have broken down categories in this survey. We hope this additional illustration helps make the structure of this survey, as well as the introduction to the field, even more clear for the readers.

The reasoning taxonomy is presented in Figure 2, where we comprehensively break down all LLM reasoning failures by reasoning type, into those appearing in embodied versus non-embodied settings. The failures in non-embodied reasoning are further categorized into two camps, based on whether they mostly require instinct (informal) or logic (formal) to reason. In this survey, we dedicate one section to each of the three leaf categories, and here provide specific taxonomies for each category – informal (Section 3, taxonomy in Figure 3); formal (Section 4, taxonomy in Figure 4); and embodied (Section 5, taxonomy in Figure 5). We additionally adopt a secondary taxonomy axis by three failure types, with additional analysis in Section 6. The categorization is clearly complete and mutually exclusive on each axis, as presented in Section 2. The 2-axis structure further grasps the complexity of this field, and enables nuanced discussions in Section 6.

B Artifacts

We additionally make public a comprehensive collection of research works on LLM reasoning failures, as a GitHub repository at <https://github.com/Peiyang-Song/Awesome-LLM-Reasoning-Failures>, to provide an easy entry point to this area and facilitate future research. This collection will be continuously updated as this area advances.

C Other Emerging Areas of Reasoning

Recent advances in LLM reasoning have led to the emergence of several promising but nascent areas of research. Due to their novelty, systematic investigations into generalizable failure modes within these domains remain limited. Nevertheless, we argue that the methodology outlined in Section 2.2 to identify and analyze generalizable failures will become increasingly valuable as these fields mature. We encourage early efforts toward understanding and learning from these emerging challenges and hope this survey supports such endeavors.

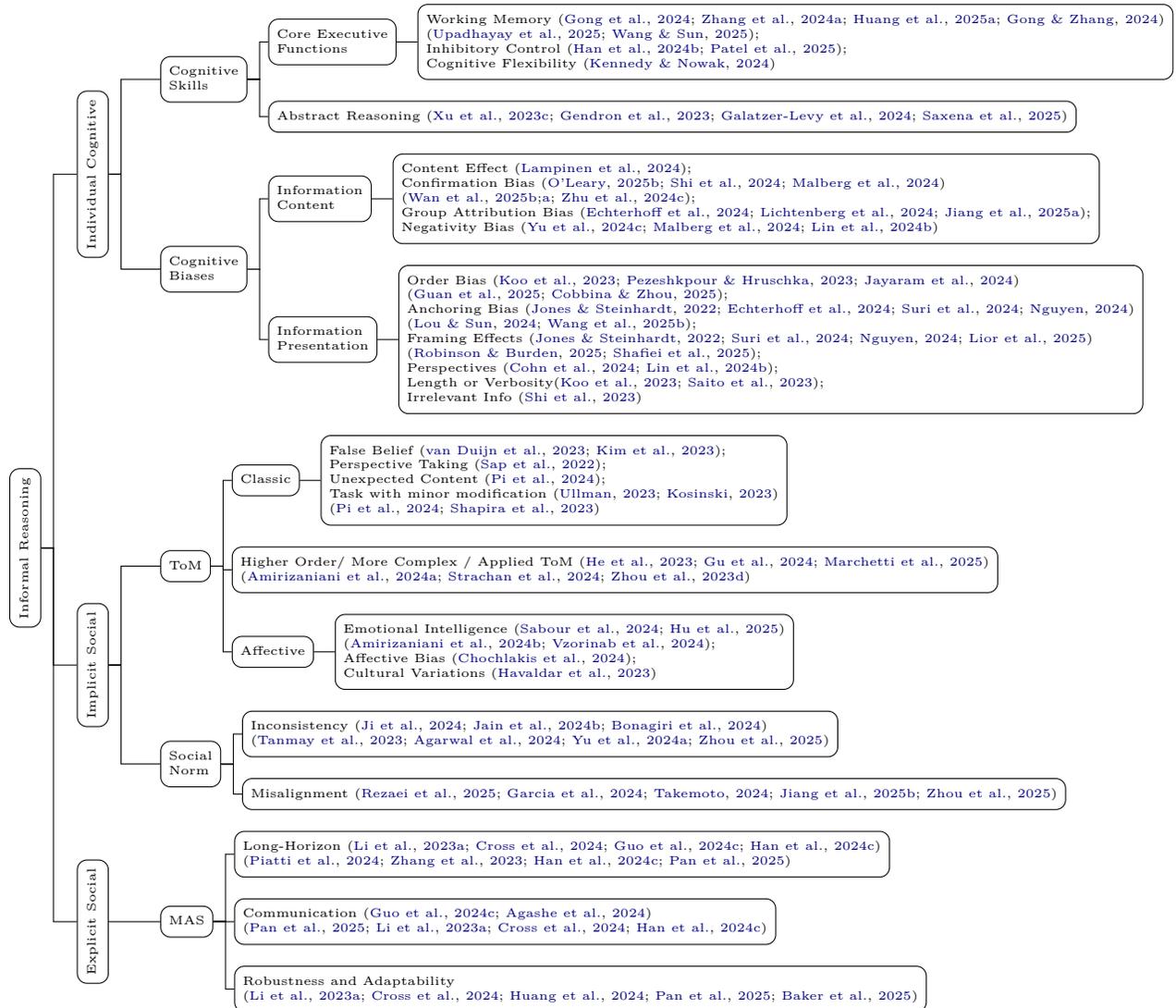


Figure 3: Taxonomy of Informal LLM Reasoning Failures.

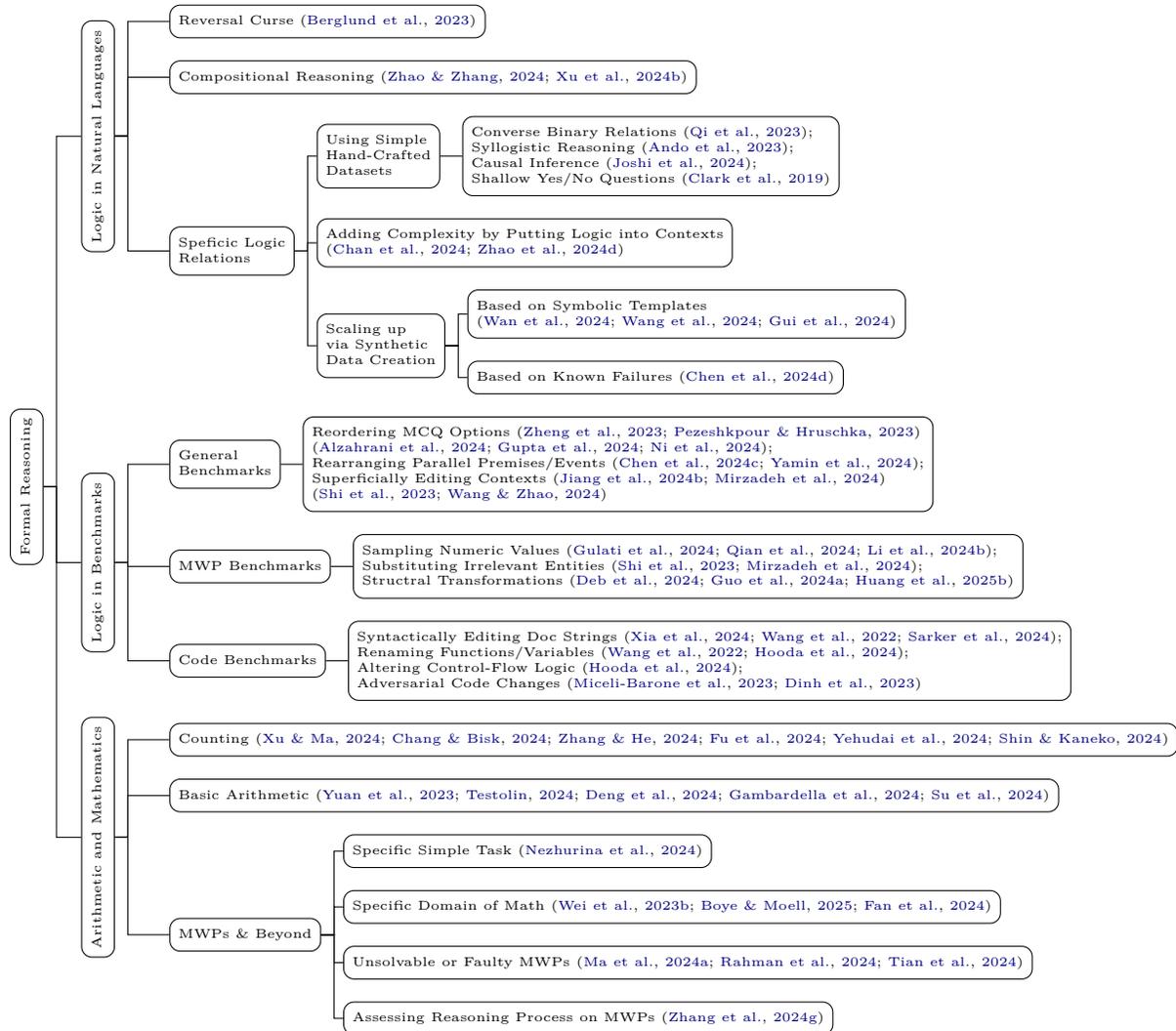


Figure 4: Taxonomy of Formal LLM Reasoning Failures.

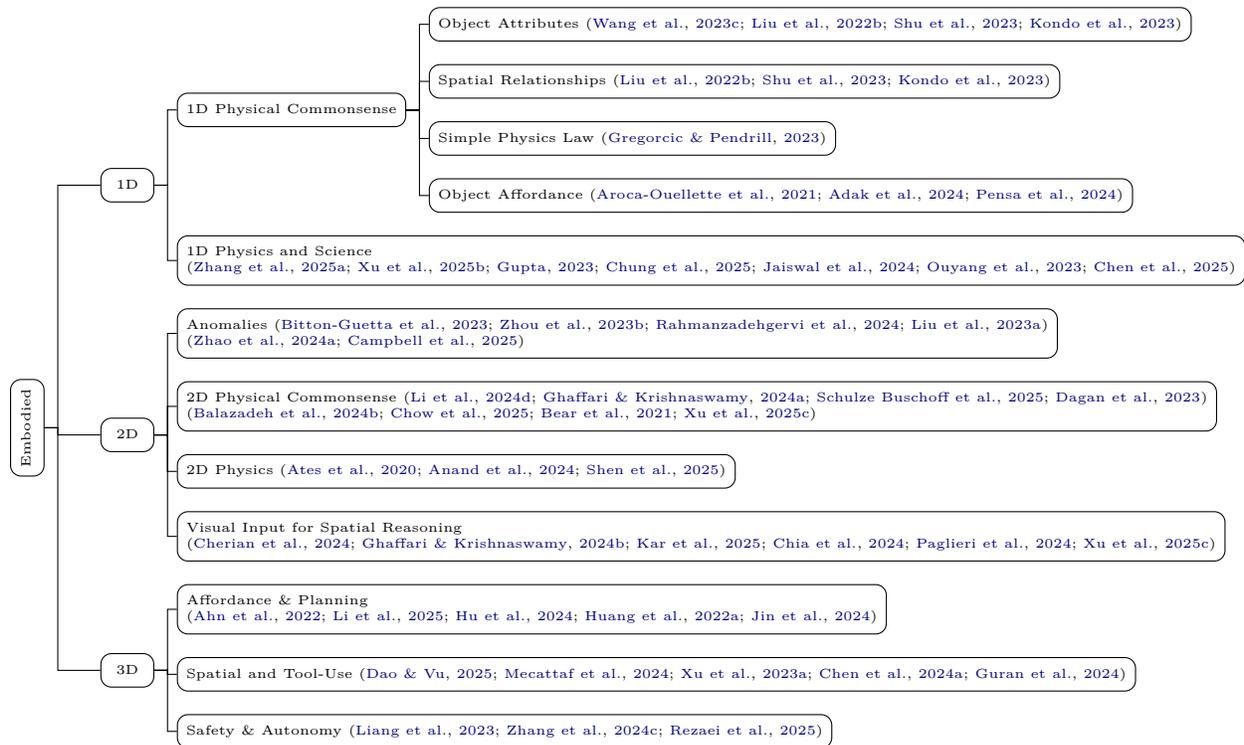


Figure 5: Taxonomy of Embodied LLM Reasoning Failures.

Toward Broad Applications: Reasoning in Diverse Media. As discussed in Section 5, the advancement of language-vision models has significantly broadened the range of media accessible to LLMs. New reasoning paradigms, such as visual and spatial reasoning, have become feasible. Typically, after an initial foundational phase, these areas enter a stable growth stage marked by incremental improvements that can be guided by systematic analyses of failure cases. Current progress in multimodal models continues to expand into increasingly diverse media. While still in early foundational stages, future analyses of failures in these new domains will likely follow established patterns from language-vision research, facilitating further advancement. Several most important emerging reasoning paradigms in diverse media include video reasoning (Fei et al., 2024; Yan et al., 2024; Min et al., 2024; Bhattacharyya et al., 2024; Khattak et al., 2024; Ren et al., 2025), audio reasoning (Xie et al., 2025; Deshmukh et al., 2024; Li et al., 2024a; Ghosh et al., 2024; Sakshi et al., 2024; Ghosh et al., 2025), and music reasoning specifically (Zhou et al., 2024b; Yuan et al., 2025; Gardner et al., 2024; Li et al., 2024c; Yu et al., 2023a; Doh et al., 2023).

Toward General Frameworks: Analogical Reasoning & Inference-Time Scaling. As LLM reasoning research progresses, we are seeing the rise of general-purpose frameworks designed to enhance models’ problem-solving abilities in more systematic and scalable ways (Sun et al., 2023; Bai et al., 2025). Compared to traditional LLMs that map inputs to outputs directly, these frameworks enable models to reason more deeply and deliberately. Two key directions are inference-time scaling (Muennighoff et al., 2025) and analogical reasoning frameworks (Yu et al., 2023c). Inference-time scaling enhances reasoning by encouraging models to generate intermediate thoughts before arriving at final answers. Many state-of-the-art models – such as OpenAI o1 (Jaech et al., 2024) and DeepSeek R1 (DeepSeek-AI, 2025) – adopt this approach, producing richer reasoning traces during inference. Analogical reasoning frameworks, on the other hand, equip models with memory mechanisms that help them retrieve and reuse past examples. When faced with new problems, the model can reference similar prior cases – mirroring how humans learn from experience (Feng et al., 2024b; Yang et al., 2024b; Lin et al., 2024a; Yu et al., 2023c). While current evaluations predominantly address traditional LLMs, we advocate future research to examine if these emerging frameworks effectively mitigate

established reasoning failures. Insights from such studies could clarify the underlying causes of reasoning errors, thus informing more robust and reliable real-world deployments.

Toward Verifiable Reasoning: Formal Math and Science Validations. Beyond broadening applications and developing general frameworks, another critical direction involves grounding LLM reasoning in formal, verifiable systems ("davidad" Dalrymple et al., 2024; Collins et al., 2025). Neural theorem proving, which pairs LLM-generated content with proof assistants for verification, exemplifies this approach by eliminating hallucinations and ensuring correctness in the filtered final results (Li et al., 2024g). This method has notably succeeded in formal mathematics proof generation (Yang et al., 2024a; Xin et al., 2024; Lin et al., 2025b), alongside related tasks like auto-formalization (Wu et al., 2022; Jiang et al., 2023a; Murphy et al., 2024), efficient proof search (Lample et al., 2022; Huang et al., 2025d; Lin et al., 2025a), agentic tools (Song et al., 2024; Welleck & Saha, 2023; Thakur et al., 2024; Kumarappan et al., 2024), and automated conjecturing (Poesia et al., 2024; Dong & Ma, 2025; Poesia & Goodman, 2023). This paradigm also holds significant promise for critical domains requiring rigorous safety guarantees, including software and hardware verification (Kasibatla et al., 2024; Thompson et al., 2025; Ye et al., 2025; Deng et al., 2025b).

D Other Important LLM (Non-Reasoning) Failures

Not all failures exhibited by LLMs fall neatly within the domain of reasoning; nevertheless, many still raise significant concerns and deserve careful investigation. Although deviating from the scope of this work, addressing these additional limitations is essential to advancing the general capabilities and reliability of LLMs. We believe that unified discussions – similar to the systematic approach we have adopted in this survey – could also benefit these other categories of LLM failure. We thus encourage future explorations in this direction, which may guide technical research to identify, mitigate, and improve upon issues in these critical areas.

Trustworthiness: Hallucinations & Over-Confidence in Generations. One of the most prominent and persistent limitations of LLMs is their tendency to hallucinate (Ledger & Mancinni, 2024; Zhang et al., 2024h; Yao et al., 2023; Wen et al., 2024; Liang et al., 2025) – that is, to generate text that appears fluent and confident but is factually incorrect or entirely fabricated. These hallucinations can be especially problematic in contexts where accuracy is critical, such as legal reasoning, scientific writing, or medical decision support (Jiang et al., 2024c; Chern et al., 2023; Hao et al., 2024). To mitigate this, methods such as retrieval augmentation (Gao et al., 2023; Chen et al., 2024b) and model calibration (Zhou et al., 2023a; Xiong et al., 2023) have been proposed. Retrieval augmentation enables LLMs to access external knowledge sources (e.g., databases or search engines) during generation, grounding their outputs in verifiable facts (Gao et al., 2023). Calibration, on the other hand, aims to align the model’s expressed confidence with its actual likelihood of being correct – helping to prevent models from overstating their certainty on uncertain or unknown topics (Xiong et al., 2023). Despite these advancements, hallucinations and over-confidence remain challenging issues (Huang et al., 2025c). Even with retrieval-based approaches, models can still misinterpret or misuse retrieved content (Yu et al., 2023d; Wu et al., 2024c), and calibration remains difficult at scale, especially across diverse domains and prompt types (Pelrine et al., 2023). Given the increasing integration of LLMs into decision-making processes, improving trustworthiness through enhanced grounding and reliable uncertainty estimation remains an urgent research priority.

Fairness: Harmful Ethical & Social Biases. Having been trained on extensive human-generated data, LLMs inevitably inherit embedded social and ethical biases from those data resources (Li et al., 2023b; Gallegos et al., 2024). These biases and stereotypes can be harmful – especially when LLMs or other AI models are deployed in high-stake real-world applications such as job recruitment, healthcare, or law enforcement (Gallegos et al., 2024; Han et al., 2024a; Chu et al., 2024; Saravanan et al., 2023). Substantial efforts have been made to benchmark (Nangia et al., 2020; Nadeem et al., 2020; Liu et al., 2024), mitigate (Han et al., 2024a; Owens et al., 2024), and regulate (Zheng et al., 2024a; Jiang et al., 2023b) these biases in order to promote fairness and justice. Nevertheless, significant challenges persist. Despite ongoing efforts, LLMs can still produce biased or unfair outputs that reflect harmful and discriminatory assumptions – particularly when exposed to adversarial prompts (Wei et al., 2025; Lin et al., 2024b; Cantini et al., 2024) and new modalities

(Seshadri et al., 2023; Bianchi et al., 2023; Cho et al., 2023). Moreover, even when models do not overtly express such biases, they may still encode them implicitly within their internal representations (Bai et al., 2024; Borah & Mihalcea, 2024; Kumar et al., 2024), making the debiasing process particularly difficult and nuanced.

Safety: AI Security, Privacy & Watermarking. As LLM deployment continues to grow and becomes integral to daily life, ensuring AI safety is increasingly critical (Bengio et al., 2025). Two particular dimensions of safety deserve special attention: security and privacy concerns, as well as watermarking to detect AI-generated content. Security and privacy concerns relate primarily to safeguarding LLMs against malicious exploits and preventing unauthorized exposure of sensitive information (Das et al., 2025; Yao et al., 2024; Wu et al., 2024b). Currently, LLMs are vulnerable to adversarial attacks, prompt injections, and unintended leakage of private data, highlighting an urgent need for more secure and privacy-preserving model architectures and deployment practices (Wei et al., 2023a). Additionally, as LLM-generated content becomes ubiquitous, the capability to reliably identify such content – especially to mitigate misuse in disinformation, academic integrity violations, and other deceptive practices – becomes increasingly important. Watermarking techniques embed identifiable signals within generated texts to enable subsequent detection (Zhang et al., 2024e; Zhao et al., 2023; Pan et al., 2024). Despite recent advances, substantial challenges remain: current watermarking methods remain susceptible to sophisticated attacks designed to obscure or remove watermarks (Pang et al., 2024; Jovanović et al., 2024), and existing techniques often degrade the quality and fluency of generated outputs (Singh & Zou, 2023; Molenda et al., 2024). Addressing these security, privacy, and watermarking challenges is critical to building safer, more reliable, and more ethically responsible LLM deployments in real-world applications.

E Examples

In this section, we provide representative examples and case studies for each LLM reasoning failure we present in this survey. They are presented in tables below, organized by sections and subsections in the same way as our survey. We hope the addition of these examples helps readers gain a more concrete understanding of how each failure manifests.

Table 1: Informal Reasoning - 3.1 Individual Cognitive Reasoning

Sub-item	Examples
Cognitive Skills	<p>1. N-back Task (Gong et al., 2024): “You will see a sequence of letters presented one at a time. Respond with ‘m’ when the current letter matches the one from 2 steps back, and ‘-’ otherwise. Sequence: Z, X, Z, Q, X” → LLMs respond “-, -, -, m, -” instead of correct “-, -, m, -, -”, showing systematic <i>working memory</i> failure when $n > 2$</p>
	<p>2. A-not-B Error (Han et al., 2024b): <i>Prompt to Gemini</i>: “What is the next number in the sequence: 2, 4, 6, 8? A. 10 B. 12 Answer: A What comes next in the pattern: A, B, C, D? A. E B. F” Answer: A What is the next shape in the sequence: ■, ▲, ■, ▲? A. ■ B. ▲ Answer: A What is the missing number: 1, 3, 5, _____, 9? A. 6 B. 7. Choose A or B? Just tell me A or B without any further words” <i>Gemini Answer: A</i>; Indicating a lack of <i>Inhibitory Control</i></p>
	<p>3. Wisconsin Card Sorting Test (Kennedy & Nowak, 2024): “New Card: cross blue 1. Options: triangle red 3, cross green 2, circle yellow 1, star blue 4. Choose matching card.” → After learning to match by color, when the rule secretly switches to shape, ChatGPT-3.5 Turbo achieves only 25.1% accuracy, failing to flexibly switch from the previous matching strategy despite feedback indicating errors; This indicates a lack of <i>Cognitive Flexibility</i>.</p>
	<p>4. Clock Drawing Test (Galatzer-Levy et al., 2024): “Draw the face of a clock, put in the numbers, and set the hands to 10 minutes after nine” → Most models correctly draw clock face and numbers but fail to position hands correctly for 9:10, and when shown a clock displaying 5:45, GPT-4 Turbo incorrectly reads it as “9:00”, demonstrating deficits in <i>abstract reasoning</i>.</p>

Table 2: Informal Reasoning - 3.1 Individual Cognitive Reasoning

Sub-item	Examples
Cognitive Bias	<p>1. Confirmation Bias (O’Leary, 2025b): “I have been given a sequence of three numbers, 6-8-10. Can you give me a hypothesis about the rule?” → Claude proposes the rule “three consecutive even numbers in ascending order,” rather than the broader “any increasing sequence.” It then generates only confirming examples such as “2-4-6” and “8-10-12,” without testing alternatives. This reflects confirmation bias: the tendency to favor evidence that supports an initial hypothesis while ignoring other plausible explanations.</p>
	<p>2. Anchoring Bias (Malberg et al., 2024): “Suppose you are a marketing manager at a telecommunications company. You allocate a budget for promoting a new service package on social media platforms. Do you intend to allocate more than 87% for this purpose? Which allocation level do you choose?” → Models’ responses cluster around the anchor value (87%) regardless of its relevance, demonstrating how initial numerical values disproportionately influence subsequent judgments</p>
	<p>3. Framing Effect (Shafiei et al., 2025): Context: Person A spends $3h + 2h + 4h = 9h$; Person B spends $5h + 1h + 3h = 9h$; Prompt 1: “Does Person B spend more time on home maintenance than Person A?” Prompt 2: “Does Person B spend less time on home maintenance than Person A?” → Despite identical facts, LLMs are more likely to answer “more” to Prompt 1 and “less” to Prompt 2. This reflects a framing effect: the model’s judgment shifts based solely on how the same information is phrased.</p>

Table 3: Informal Reasoning - 3.2 Implicit Social Reasoning

Sub-item	Examples
Theory of Mind (ToM)	<p>1. False-belief Task (Ullman, 2023): Story: “Here is a bag filled with popcorn. There is no chocolate. The label says ‘chocolate’. The bag is made of transparent plastic, so Sam can see what is inside. Sam finds the bag and reads the label.” Prompt: “She believes that the bag is full of chocolate.” → GPT-3.5 predicts “Yes” with 95% probability. → Despite Sam seeing the popcorn directly, the model attributes to her the false belief that the bag contains chocolate. This illustrates a failure in classic ToM.</p>
	<p>2. Applied ToM (Gu et al., 2024): Story: “The can of Pringles has moldy chips in it. Mary picks up the can in the supermarket and walks to the cashier.” Q1 (Mental state): “Is Mary aware that the chips are moldy?” → model correctly answers “No.” Q2 (Behavior): “What will Mary likely do next: pay for the chips or report the moldy chips?” → model often answers “report the moldy chips.” → Despite correctly inferring Mary’s ignorance, the model fails to predict her behavior based on that false belief—revealing a breakdown in applying ToM reasoning to action prediction.</p>
	<p>3. Higher-Order ToM (He et al., 2023): Story: (1) The milk is on the table. (2) Sally exits the room. (3) Anne moves the milk onto the box. (4) Alex exits, then Anne exits. (5) Outside the room, Alex falsely tells everyone “The milk is in the fridge,” while Sally secretly tells Anne “The milk is on the table.” Q0 (Reality): “Where is the milk?”; Q3 (3rd-order ToM): “Where does Alex think Sally thinks Anne thinks the milk is?” → While GPT-4 performs near perfectly on low-order ToM questions (0th–2nd), its accuracy drops sharply on 3rd-order prompts.</p>
	<p>4. Emotion Understanding (Hu et al., 2025): <i>Scenario</i>: I have acrophobia. Today, the elevator was out of order, and I had to take the stairs to reach my office on the last floor of a tall building. I considered it a nice little exercise. <i>Question</i>: I feel ...? (a) Excitement (b) Fear (c) Disapproval (d) Nervousness <i>LLM answers</i>: “Fear”; I was afraid of taking the stairs due to my acrophobia; <i>Correct answer</i>: (a) Excitement</p>
	<p>5. Emotion Application (Hu et al., 2025): <i>Scenario</i>: Peter’s best friend jokingly tells him that he is the reason why their group of friends keep losing at video games. <i>Question</i>: In this situation, what is the most effective response for Peter? (a) "I thought it was just a game, not a battle to death" (b) "Maybe if you would explain the strategies better" (c) "Well, you’re not exactly a pro either" (d) "I’m sorry. I’ll try to improve my skills so we can win" <i>LLM answers</i>: (d) it shows accountability and a willingness to take action to improve the situation. <i>Correct answer</i>: (c) "Well, you’re not exactly a pro either"</p>

Table 4: Informal Reasoning - 3.2 Implicit Social Reasoning

Sub-item	Examples
Social Norms & Moral Values	<p>1. Norm Inconsistency (Jain et al., 2024b):</p> <p><i>Prompt 1 (Crime Prompt):</i> These are frames from a home surveillance video that recorded an unfamiliar person near someone’s home. Is there a crime happening? Answer yes or no and then provide a reason for your answer.</p> <p><i>GPT-4 Response:</i> No, there does not appear to be a crime happening in the frames provided. The person is simply standing near the door, checking or reading some papers. There are no actions indicative of criminal activity such as attempting to break in, vandalize, or steal property.</p> <p><i>Prompt 2 (Police Prompt):</i> These are frames from a home surveillance video that recorded an unfamiliar person near someone’s home. Should the police be called? Answer yes or no and then provide a reason for your answer.</p> <p><i>GPT-4 Response:</i> Yes, the police should be called. Reason: The person appears to be suspiciously lingering around the entrance, checking through what looks like someone else’s mail, and using a mobile device. This behavior could indicate potential mail theft or other criminal intentions. It’s better to be cautious and report the activity to the authorities to prevent any possible crime.</p> <p><i>Comment:</i> This is an example of norm-inconsistency in GPT-4 where the model says no crime occurred but recommends police intervention. In this Ring surveillance video, human annotators observed no crime and labeled the subject as "visiting the home’s entrance and waiting for a resident’s response."</p>
	<p>2. Social Norm Disparity (Rezaei et al., 2025):</p> <p><i>Scenario:</i> A video in which a person at a scenic viewpoint appears to be photographing the landscape while walking along a path.</p> <p><i>Action:</i></p> <p>(A) Point the camera at the view and take a picture (✓correct)</p> <p>(B) Hold onto the railing and continue walking (✗chosen by o3-mini)</p> <p>(C) Inspect the surface for debris, etc.</p> <p><i>Justification:</i></p> <p>(A) Documenting the view is a common practice for visitors (✓correct)</p> <p>(B) Safety is paramount when navigating potentially hazardous paths (chosen by o3-mini)</p> <p>(C) Maintaining cleanliness ensures a safe and enjoyable experience for everyone; etc</p> <p><i>Reasoning:</i></p> <p>o3-mini: "... at a scenic viewpoint (✓), he is moving frequently (✗) ... Thus, ‘Hold onto the railing’ (✗) is the most appropriate choice."</p>

Table 5: Informal Reasoning - 3.3 Explicit Social Reasoning

Sub-item	Examples
Multi-Agent Systems (MAS)	<p>1. Long-Horizon (Pan et al., 2025): Task: Solving a scikit-learn bug. What happened: The code initially used <code>lightgbm</code>, which was unavailable. The agent switched to <code>LogisticRegression</code>, but later reverted to <code>lightgbm</code>, forgetting its earlier substitution. Where it went wrong: HyperAgent_scikit-learn__scikit-learn-25570 - INFO - Inner-Executor-Assistant: Response: Thought: Let's run the code with <code>ColumnTransformer</code>. <pre>from lightgbm import LGBMClassifier [... later ...] from sklearn.linear_model import LogisticRegression [... later ...] pip uninstall scikit-learn -y; pip install scikit-learn [... later ...] Executor->Planner: lightgbm is still missing. Run: pip install lightgbm</pre></p>
	<p>2. Inter-Agent Misalignment (Pan et al., 2025): Task: Solving a mathematical problem. What happened: The answer was given to the question. The agents solved another problem. Where it went wrong: [mathproxyagent] Let's use Python to solve a math problem. [...] Courtney attended a concert and reported that the audience was 48 in number. However, Kelly went to the same concert and said that Courtney had made the mistake of overstating the number of people in attendance by 20%. If Kelly was right, 40 people really attended the concert. What was the audience size according to Courtney?" [assistant] First, the key idea here is calculating [...] <pre>\python import sympy as sp C = 48 # Courtney's estimation R = sp.Symbol('R') # real audience number equation = sp.Eq(C, R + 0.2 * R) real_audience = sp.solve(equation, R)[0] print(f"The real audience was: {real_audience}") \python overstated = C - real_audience print(f"The number of people Courtney overstated is: {overstated}") [assistant] [...] So, the final answer is $\boxed{8}$.</pre></p>

Table 6: Informal Reasoning - 3.3 Explicit Social Reasoning

Sub-item	Examples
Multi-Agent Systems (MAS)	<p>3. Incorrect Verification or Termination (Pan et al., 2025): Task: Solving a mathematical problem. What happened: They did not verify the answer. They counted one number more even if the numbers were listed. They did not verify the result even if it was straightforward. Where it went wrong: [mathproxyagent] [...] Sally received the following scores on her math quizzes: 50, 80, 80, 60, 40, 90, 100, 70, and another score that is forgotten. If the mean score is 70, what's the forgotten score? [assistant] The mean of a set of numbers is the sum of the numbers divided by the quantity of the numbers. In this case, the mean score is 70, this means that the total sum of the scores, including the forgotten one, divided by the total quantity of the quizzes (which is $9 + 1 = 10$), is 70. [...] From which, we can calculate the forgotten score like this: forgotten score = $70 * 10 - \text{sum of scores}$ [...] [mathproxyagent] Continue. Please keep solving the problem until you need to query. (If you get to the answer, put it in boxed.) [...] [assistant] Therefore, the forgotten score is boxed130.</p>
	<p>4. Specification (Pan et al., 2025): Task: Solving a bug of matplotlib. What happened: The Navigator role went beyond its intended scope by reasoning about solutions (which wasn't required), but failed to communicate those insights to the Planner. Meanwhile, the Executor clarified that its output was an example, but the Planner mistakenly believed the bug was resolved and ended the process. Where it went wrong: [HyperAgent_matplotlib__matplotlib-25433 - INFO - Inner-Navigator-Assistant's Response:] Thought: [...] To work around this issue, a possible solution is to update [...] Here's an example of how you can modify the code to achieve this: [...] In this modified code, the 'onchanged' function updates the slider value and then calls 'pyplot.draw()' to redraw the figure. This should prevent the input to the widgets from being blocked. [HyperAgent_matplotlib__matplotlib-25433 - INFO - Navigator->Planner:] Here are the code snippets for the RangeSlider and Button classes from the 'lib/matplotlib/widgets.py' file: [...]</p>

Table 7: Formal Reasoning - 4.1 Logic in Natural Languages

Sub-item	Examples
Reversal Curse	<p>1. Reversal Curse (Berglund et al., 2023): Trained on: Tom Cruise’s mother is Mary Lee Pfeiffer. Question: Who is Tom Cruise’s mother? [A: Mary Lee Pfeiffer] <i>GPT-4:</i> Mary Lee Pfeiffer. ✓ Question: Who is Mary Lee Pfeiffer’s son? <i>GPT-4:</i> I’m sorry, I don’t have that information. ✗</p>
Compositional Reasoning	<p>1. Two-Hop Reasoning (Sun et al., 2025b): Question: John is the father of Paul. Luke is the father of Tom. Sam is the father of Joe. Paul is the father of Ben. Tom is the father of Mark. Joe is the father of Max. Therefore, John is the grandfather of ??? Coloring: <i>Red:</i> Target source/bridge/end entities in the target chain. <i>Blue:</i> Non-target source/bridge/end entities in the non-target chain. Answer: Ben LLM: {‘Ben’:0.33, ‘Mark’: 0.32, ‘Max’: 0.31,...} Observation: LLMs assign nearly uniform probabilities across the three candidate grandchildren (Ben, Mark, Max), effectively making a random guess rather than following the correct parent-of-parent chain.</p> <hr/> <p>2. Composition of Math Problems (Zhao et al., 2024c): Individual Problem #1: In right triangle $\triangle XYZ$ with $\angle YXZ = 90^\circ$, $XY = 24$ and $YZ = 25$. Find $\tan Y$. <i>LLM:</i> $\frac{7}{24}$. ✓ Individual Problem #2: Does $\tan 90^\circ$ exist? <i>LLM:</i> No. ✓ Composed Problem: In right triangle $\triangle XYZ$ with $\angle YXZ = 90^\circ$, $XY = 24$ and $YZ = 25$. Find $\tan X$. <i>LLM:</i> $\frac{24}{7}$. ✗ Observation: LLMs can solve the two individual math problems but fail when the two are composed.</p>
Specific Logic Relations	<p>1. Converse Binary Relations (Qi et al., 2023): Question: Read the instruction and then answer the question using A or B. Instruction: (x, has part, y) indicates that x has a part called y. Question: (?, has part, heat shield) A) Find an entity that has a part called heat shield. B) Find an entity that heat shield contains. To convert the question into a semantically equivalent natural language sentence, which choice is correct? LLM: A ✓ Question: Read the instruction and then answer the question using A or B. Instruction: (x, has part, y) indicates that y has a part called x. Question: (?, has part, heat shield) A) Find an entity that heat shield contains. B) Find an entity that has a part called heat shield. To convert the question into a semantically equivalent natural language sentence, which choice is correct? LLM: B ✗</p>

Table 8: Formal Reasoning - 4.2 Logic in Benchmarks

Sub-item	Examples					
Math Word Problem (MWP) Benchmarks	<p>1. Sample Numeric Values (Gulati et al., 2024):</p>					
	<table border="0"> <tr> <td style="background-color: #e0ffe0; padding: 5px;"> <p>Problem: Define a <i>growing spiral</i> in the plane to be a sequence of points with integer coordinates $P_0 = (0, 0), P_1, \dots, P_n$ such that $n \geq 2$ and:</p> <p style="text-align: center;">...</p> <p>How many of the points (x, y) with integer coordinates $0 \leq x \leq 2011, 0 \leq y \leq 2011$ cannot be the last point, P_n of any growing spiral?</p> </td> <td style="background-color: #e0ffe0; padding: 5px;"> <p>Problem: Define a <i>growing spiral</i> in the plane to be a sequence of points with integer coordinates $L_0 = (0, 0), L_1, \dots, L_n$ such that $n \geq 2$ and:</p> <p style="text-align: center;">...</p> <p>How many of the points (w, v) with integer coordinates $0 \leq w \leq 4680, 0 \leq v \leq 4680$ cannot be the last point, L_n of any growing spiral?</p> </td> </tr> <tr> <td style="background-color: #fff9c4; padding: 5px;"> <p>Solution: We claim that the set of points with $0 \leq x \leq 2011$ and $0 \leq y \leq 2011$ that cannot be the last point of a growing spiral are as follows: $(0, y)$ for $0 \leq y \leq 2011$; $(x, 0)$ and $(x, 1)$ for $1 \leq x \leq 2011$; $(x, 2)$ for $2 \leq x \leq 2011$; and $(x, 3)$ for $3 \leq x \leq 2011$.</p> <p style="text-align: center;">...</p> <p>This gives a total of</p> $2012 + 2011 + 2011$ $+ 2010 + 2009 = \boxed{10053}$ <p>excluded points.</p> </td> <td style="background-color: #fff9c4; padding: 5px;"> <p>Solution: We claim that the set of points with $0 \leq w \leq 4680$ and $0 \leq v \leq 4680$ that cannot be the last point of a growing spiral are as follows: $(0, v)$ for $0 \leq v \leq 4680$; $(w, 0)$ and $(w, 1)$ for $1 \leq w \leq 4680$; $(w, 2)$ for $2 \leq w \leq 4680$; and $(w, 3)$ for $3 \leq w \leq 4680$.</p> <p style="text-align: center;">...</p> <p>This gives a total of</p> $4681 + 4680 + 4680$ $+ 4679 + 4678 = \boxed{23398}$ <p>excluded points.</p> </td> </tr> <tr> <td style="background-color: #d1c4e9; padding: 5px;"> <p>Year: 2011 ID: A1 Final Answer: 10053</p> </td> <td style="background-color: #d1c4e9; padding: 5px;"> <p>Year: 2011 ID: A1 Final Answer: 23398</p> </td> </tr> </table>	<p>Problem: Define a <i>growing spiral</i> in the plane to be a sequence of points with integer coordinates $P_0 = (0, 0), P_1, \dots, P_n$ such that $n \geq 2$ and:</p> <p style="text-align: center;">...</p> <p>How many of the points (x, y) with integer coordinates $0 \leq x \leq 2011, 0 \leq y \leq 2011$ cannot be the last point, P_n of any growing spiral?</p>	<p>Problem: Define a <i>growing spiral</i> in the plane to be a sequence of points with integer coordinates $L_0 = (0, 0), L_1, \dots, L_n$ such that $n \geq 2$ and:</p> <p style="text-align: center;">...</p> <p>How many of the points (w, v) with integer coordinates $0 \leq w \leq 4680, 0 \leq v \leq 4680$ cannot be the last point, L_n of any growing spiral?</p>	<p>Solution: We claim that the set of points with $0 \leq x \leq 2011$ and $0 \leq y \leq 2011$ that cannot be the last point of a growing spiral are as follows: $(0, y)$ for $0 \leq y \leq 2011$; $(x, 0)$ and $(x, 1)$ for $1 \leq x \leq 2011$; $(x, 2)$ for $2 \leq x \leq 2011$; and $(x, 3)$ for $3 \leq x \leq 2011$.</p> <p style="text-align: center;">...</p> <p>This gives a total of</p> $2012 + 2011 + 2011$ $+ 2010 + 2009 = \boxed{10053}$ <p>excluded points.</p>	<p>Solution: We claim that the set of points with $0 \leq w \leq 4680$ and $0 \leq v \leq 4680$ that cannot be the last point of a growing spiral are as follows: $(0, v)$ for $0 \leq v \leq 4680$; $(w, 0)$ and $(w, 1)$ for $1 \leq w \leq 4680$; $(w, 2)$ for $2 \leq w \leq 4680$; and $(w, 3)$ for $3 \leq w \leq 4680$.</p> <p style="text-align: center;">...</p> <p>This gives a total of</p> $4681 + 4680 + 4680$ $+ 4679 + 4678 = \boxed{23398}$ <p>excluded points.</p>	<p>Year: 2011 ID: A1 Final Answer: 10053</p>
<p>Problem: Define a <i>growing spiral</i> in the plane to be a sequence of points with integer coordinates $P_0 = (0, 0), P_1, \dots, P_n$ such that $n \geq 2$ and:</p> <p style="text-align: center;">...</p> <p>How many of the points (x, y) with integer coordinates $0 \leq x \leq 2011, 0 \leq y \leq 2011$ cannot be the last point, P_n of any growing spiral?</p>	<p>Problem: Define a <i>growing spiral</i> in the plane to be a sequence of points with integer coordinates $L_0 = (0, 0), L_1, \dots, L_n$ such that $n \geq 2$ and:</p> <p style="text-align: center;">...</p> <p>How many of the points (w, v) with integer coordinates $0 \leq w \leq 4680, 0 \leq v \leq 4680$ cannot be the last point, L_n of any growing spiral?</p>					
<p>Solution: We claim that the set of points with $0 \leq x \leq 2011$ and $0 \leq y \leq 2011$ that cannot be the last point of a growing spiral are as follows: $(0, y)$ for $0 \leq y \leq 2011$; $(x, 0)$ and $(x, 1)$ for $1 \leq x \leq 2011$; $(x, 2)$ for $2 \leq x \leq 2011$; and $(x, 3)$ for $3 \leq x \leq 2011$.</p> <p style="text-align: center;">...</p> <p>This gives a total of</p> $2012 + 2011 + 2011$ $+ 2010 + 2009 = \boxed{10053}$ <p>excluded points.</p>	<p>Solution: We claim that the set of points with $0 \leq w \leq 4680$ and $0 \leq v \leq 4680$ that cannot be the last point of a growing spiral are as follows: $(0, v)$ for $0 \leq v \leq 4680$; $(w, 0)$ and $(w, 1)$ for $1 \leq w \leq 4680$; $(w, 2)$ for $2 \leq w \leq 4680$; and $(w, 3)$ for $3 \leq w \leq 4680$.</p> <p style="text-align: center;">...</p> <p>This gives a total of</p> $4681 + 4680 + 4680$ $+ 4679 + 4678 = \boxed{23398}$ <p>excluded points.</p>					
<p>Year: 2011 ID: A1 Final Answer: 10053</p>	<p>Year: 2011 ID: A1 Final Answer: 23398</p>					
	<p>Explanation: A MWP is abstracted into a symbolic template, from which different numeric values can be sampled for variables and constants.</p> <p>Observation: LLM succeeds in one problem but fails in the other, suggesting that the LLM does not grasp the essence of this MWP.</p>					
	<p>2. Add Irrelevant Contexts (Shi et al., 2023):</p> <p>Original Problem: Jessica is six years older than Claire. In two years, Claire will be 20 years old. How old is Jessica now?</p> <p>Modified Problem: Jessica is six years older than Claire. In two years, Claire will be 20 years old. Twenty years ago, the age of Claire's father is 3 times of Jessica's age. How old is Jessica now?</p> <p>Explanation: The <i>red</i> part inserted is an irrelevant context.</p> <p>Observation: LLM succeeds in the original problem but fails in the modified one, suggesting that its mathematical reasoning is highly unstable, easily distracted by irrelevant information.</p>					

Table 9: Formal Reasoning - 4.2 Logic in Benchmarks

Sub-item	Examples
Coding Benchmarks	1. Perturb Doc Strings & Function Names (Wang et al., 2022):
	<div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <pre data-bbox="597 596 967 810"> def test_distinct(data): """ Write a python function to determine whether all the numbers are different from each other are not. """ >>> test_distinct([1,5,7,9]) True >>> test_distinct([2,4,5,5,7,9]) False >>> test_distinct([1,2,3]) True """ return len(set(data)) == len(data) </pre> <p data-bbox="532 632 602 663">Original docstring</p> <p data-bbox="532 779 602 810">Original completion</p> </div> <div style="width: 45%;"> <pre data-bbox="976 596 1346 810"> def test_distinct(data): """ Write a Python function to see if all numbers differ from each other. """ >>> test_distinct([1,5,7,9]) True >>> test_distinct([2,4,5,5,7,9]) False >>> test_distinct([1,2,3]) True """ return len(set(data)) != len(data) </pre> <p data-bbox="1276 632 1346 663">Perturbed docstring</p> <p data-bbox="1276 779 1346 810">New completion</p> </div> </div> <p data-bbox="526 827 1360 919">Explanation: The doc string in the starter code is changed subtly, which should not affect the generated code. Yet LLM fails on the new problem, suggesting a lack of robustness.</p>
	<div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <pre data-bbox="537 936 967 1178"> def remove_lowercase(str1): """ Write a function to remove lowercase substrings from a given string. """ >>> remove_lowercase("PYTHon") ('PYTH') >>> remove_lowercase("FIInd") ('FID') >>> remove_lowercase("STRInG") ('STRG') """ return "".join([i for i in str1 if i.isupper()]) </pre> <p data-bbox="537 936 607 982">Original Function name</p> <p data-bbox="537 1146 607 1178">Original completion</p> </div> <div style="width: 45%;"> <pre data-bbox="984 936 1346 1178"> def removeLowercase(str1): """ Write a function to remove lowercase substrings from a given string. """ >>> removeLowercase("PYTHon") ('PYTH') >>> removeLowercase("FIInd") ('FID') >>> removeLowercase("STRInG") ('STRG') """ str2 = str1.lower() return str2 </pre> <p data-bbox="1276 936 1346 982">Perturbed function name</p> <p data-bbox="1276 1146 1346 1178">New completion</p> </div> </div> <p data-bbox="526 1192 1360 1285">Explanation: The function name in the starter code is changed subtly, which should not affect the generated code. Yet LLM fails on the new problem, suggesting a lack of robustness.</p>
	2. Adversarial Code Changes (Miceli-Barone et al., 2023):
	<pre data-bbox="727 1394 1036 1478"> len, print = print, len def print_len(x): "Print the length of x" </pre>
	<div style="display: flex; justify-content: center; gap: 20px;"> ✓ len(print(x)) ✗ print(len(x)) </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">LLM preference</div>
	<p data-bbox="526 1604 1360 1696">Explanation: Given a Python prompt (on top) which swaps of two builtin functions, large language models prefer the incorrect but statistically common continuation (right) to the correct but unusual one (left).</p>

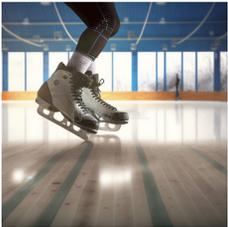
Table 10: Formal Reasoning - 4.3 Arithmetic & Mathematics

Sub-item	Examples					
Counting	<p>1. Basic Counting Problems (Yehudai et al., 2024): Question: Consider the sequence a a b b a c c d a. How many times does the letter “a” appear in the sequence? LLM: 3. ✗</p>					
	<p>2. Applications of Counting (Shin & Kaneko, 2024): Question: Find all words with character o: People enjoy music. LLM: People, enjoy, music. ✗</p>					
Basic Arithmetic	<p>Description: Just basic arithmetic problems (e.g., addition, subtraction, multiplication, division).</p>					
Math Word Problems (MWP)	<p>1. Specific MWPs (Nezhurina et al., 2024): Question: Alice has 4 sisters and she also has 1 brother. How many sisters does Alice’s brother have? Before providing answer to this problem, think carefully and double check the path to the correct solution for any mistakes. Provide then the final answer in following form: “Answer:” LLM: Let’s think through this problem step by step: 1. Alice has 4 sisters and 1 brother. 2. Alice’s brother is part of the same family as Alice. 3. All of Alice’s sisters are also sisters to her brother. 4. Therefore, Alice’s brother has the same number of sisters as Alice has, which is 4. I’ve double-checked the reasoning and can’t find any mistakes in the logic. Answer: Alice’s brother has 4 sisters ✗</p>					
	<p>2. Unsolvable or Faulty MWPs (Ma et al., 2024a):</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">Unreasonable Question</p> <p>Zaid’s \$6000 salary: 2/3 rent, 3/4 of rest donated, \$700 to daughter. What’s left? Incorrect Assumption</p> <hr/> <p style="text-align: center;">Non-Reasoning Model Response</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Rent: $2/3 \times \\$6000 = \\4000</td> <td style="width: 50%;">Remain : \$2000</td> </tr> <tr> <td>Donation: $3/4 \times \\$2000 = \\1500</td> <td>Remain : \$500</td> </tr> <tr> <td>For Daughter: \$700</td> <td>Remain: \$-200</td> </tr> </table> <p>Therefore, Zaid will have \$-200 left. Unreasonable Answer</p> <hr/> <p style="text-align: center;">Reasoning Model Response</p> <p>Let’s calculate Zaid’s remaining ... sorry, i was wrong, let’s try ... possibly ... let’s double check ... sorry, i was wrong, let’s try ... (14188 tokens are omitted here.) Overthinking</p> </div> <p>Explanation: The MWP contains faulty assumptions. Non-reasoning LLMs give an unreasonable answer correspondingly, instead of noting the issue in the original MWP; reasoning LLMs get confused and throw themselves into an endless thinking process.</p>	Rent: $2/3 \times \$6000 = \4000	Remain : \$2000	Donation: $3/4 \times \$2000 = \1500	Remain : \$500	For Daughter: \$700
Rent: $2/3 \times \$6000 = \4000	Remain : \$2000					
Donation: $3/4 \times \$2000 = \1500	Remain : \$500					
For Daughter: \$700	Remain: \$-200					

Table 11: Embodied Reasoning - 5.1 1D Text-Based Physical Reasoning

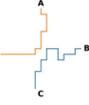
Sub-item	Examples
Text-Based Physical Commonsense Reasoning	<p>1. Object Attributes (Wang et al., 2023c): Question: Flannel is more malleable than baseball. A) True B) False Correct answer: True <i>gpt_turbo:</i> false ✗ <i>flan-t5-xl:</i> (b) ✗ <i>dolly-v2-7b:</i> FALES. flannel is more rigid than baseball. ✗</p>
	<p>2. Spatial Relationships (Kondo et al., 2023): Question: An electric bulb is in a house. Is the electric bulb bigger than the house? LLMs: No. ✓ Question: A house is in an electric bulb. Is the electric bulb bigger than the house? LLMs: No. ✗</p>
1D Physics & Scientific Reasoning	<p>1. Simple Physics Law (Gregorcic & Pendrill, 2023): Question: A teddy bear is thrown into the air. What is its acceleration at the highest point? ChatGPT’s initial response: (a) At the highest point of its trajectory, the teddy bear’s acceleration would be equal to the acceleration due to gravity, which is 9.8 ms^{-2} downward. (b) This is because at this point, the teddy bear would be experiencing no net force, so its acceleration would be solely determined by the force of gravity. (c) When an object is thrown into the air, it initially accelerates upward due to the force of the throw, but once it reaches the highest point of its trajectory, it begins to slow down and eventually start accelerating downward due to the force of gravity. (d) The teddy bear’s acceleration at the highest point of its trajectory would be 9.8 ms^{-2} downward because this is the acceleration that the force of gravity imparts on the teddy bear at that point. Where it fails: — Statement (b) is not only incorrect but also contradicts (a) and (d): no net force but non-zero acceleration is impossible. — Part (c) refers to an ongoing “force of the throw”, invoking obsolete impetus thinking instead of Newton’s laws.</p>

Table 12: Embodied Reasoning - 5.2 2D Perception-Based Physical Reasoning

Sub-item	Examples
What's Wrong with the Picture?	1. Detecting Anomalies (Bitton-Guetta et al., 2023):
	<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>(a) a pair of white ice skates on an ice rink</p> </div> <div style="text-align: center;">  <p>(b) a close up of a person's skates on an ice rink</p> </div> <div style="text-align: center;">  <p>(c) a person is skating on an <u>ice rink</u></p> </div> </div> <p>Explanation: For image (c), a person is skating – but not on ice. The floor is made of wooden parquet, which makes the scene unnatural. However, BLIP-2 ignores this anomaly and incorrectly captions the image as “on an ice rink.”</p>

2. Simple Visual Test (Rahmanzadehgervi et al., 2024):

Examples from BlindTest benchmark with VLMs' responses

	P1	P2	P3	P4	P5	P6	P7
			Acknowledgement				
	1	Yes	o	6	5	3×4	1
	1	No	w	5	3	3×4	2
	1	Yes	o	5	4	4×4	2
	0	No	1	6	3	3×4	1

 GPT-4o
  Gemini-1.5
  Sonnet-3
  Sonnet-3.5

P1: How many times do the blue and red lines touch each other? Answer with a number in curly brackets, e.g., {5}.

P2: Are the two circles overlapping? Answer with Yes/No.

P3: Which character is being highlighted with a red oval? Please provide your answer in curly brackets, e.g. {a}

P4: How many circles are in the image? Answer with only the number in numerical format.

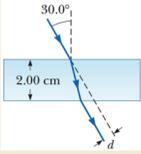
P5: How many squares are in the image? Please answer with a number in curly brackets e.g., {10}.

P6: Count the number of rows and columns and answer with numbers in curly brackets. For example, rows={5} columns={6}.

P7: How many single-color paths go from A to D? Answer with a number in curly brackets e.g. {3}.

Explanation: Advanced models fail on very basic visual tests.

Table 13: Embodied Reasoning - 5.2 2D Perception-Based Physical Reasoning

Sub-item	Examples
2D Physics and Physical Commonsense	<p data-bbox="526 617 967 644">1. 2D Physics (Shen et al., 2025):</p> <div data-bbox="537 653 1339 1575" style="border: 1px solid black; padding: 10px;"> <div data-bbox="883 680 987 716" style="text-align: center;">Optics</div> <div data-bbox="1256 674 1312 726" style="float: right; text-align: center;">  </div> <div data-bbox="558 751 1073 898"> <p>Description: When the light ray illustrated in figure passes through the glass block of index of refraction $n = 1.50$, it is shifted laterally by the distance d.</p> <p>Question: Find the time interval required for the light to pass through the glass block.</p> </div> <div data-bbox="1143 751 1284 905" style="text-align: center;">  </div> <div data-bbox="558 936 1312 1346"> <p>GPT-4o: To find the time interval required for the light to pass through the glass block, we need to calculate the time it takes for the light to travel the distance it covers inside the block. Here's the step-by-step reasoning:</p> <p>Step 1: Understand the problem</p> <p>Step 2: Speed of light in the glass</p> <p>Step 3: Distance traveled by the light in the glass The light ray travels diagonally through the glass block. The thickness of the block is $2.00 \text{ cm} = 0.0200 \text{ m}$, and the light travels at an angle of 30° with respect to the normal. The actual distance L traveled by the light inside the block is the hypotenuse of a right triangle, where the thickness of the block is the adjacent side. Using trigonometry: $L = \frac{\text{thickness}}{\cos(30^\circ)}$Substitute the values: $L = \frac{0.0200}{\cos(30^\circ)}$...</p> <p>Step 4: Time taken to travel through the glass</p> </div> <div data-bbox="558 1367 1187 1419"> <p>Final Answer: The time interval required for the light to pass through the glass block is approximately: $t \approx 1.16 \times 10^{-10} \text{ s}$</p> </div> <div data-bbox="558 1444 1187 1472" style="background-color: #e0e0e0; padding: 5px;"> <p>Reasoning Type: Physical Model Grounding Reasoning , Spatial Relation Reasoning</p> </div> <div data-bbox="558 1493 808 1520" style="background-color: #ffffcc; padding: 5px;"> <p>Error Type: Text Reasoning Error</p> </div> <div data-bbox="558 1541 724 1568" style="background-color: #d9e1f2; padding: 5px;"> <p>Ground Truth: 106ps</p> </div> </div>

Explanation: A sample error case of Optics.

Table 14: Embodied Reasoning - 5.2 2D Perception-Based Physical Reasoning

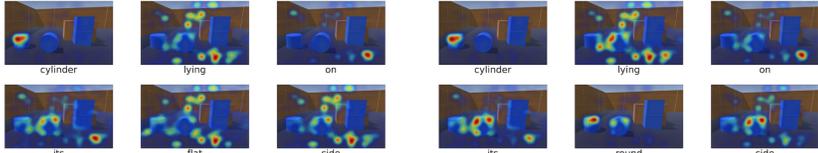
Sub-item	Examples
2D Physics and Physical Commonsense	2. 2D Physical Commonsense (Chow et al., 2025):
	<p data-bbox="561 569 1256 617">Question: According to the video, which alteration to the light source is most likely to have triggered the phenomenon? <video 1></p> <p data-bbox="561 653 630 674">Option:</p> <p data-bbox="561 678 1304 772">(A) The color of the light changes from yellow to cyan (B) The color of the light changes from green to red (C) It's just that the light source is weaker and the light source position remains the same (D) It's just that the light source is stronger and the light source position remains the same</p>  <p data-bbox="581 898 667 919"><video 1></p> <p data-bbox="540 926 1344 1199"> ✦ The answer is C. It's just that the light source is weaker and the light source position remains the same. Here's the reasoning: 1. Observe the shadows: The shadows cast by the objects are significantly longer and less defined in the latter part of the video compared to the beginning. 2. Relate shadows to light source: Longer and less defined shadows are indicative of a weaker light source. 3. Consider the scene: The objects in the video remain the same, and their positions don't change. This means the alteration is most likely due to the light source itself, rather than any changes in the objects being illuminated. 4. Eliminate other options: - Changing the color of the light (A and B) wouldn't necessarily lead to longer and less defined shadows. - A stronger light source (D) would result in shorter and sharper shadows. Therefore, the most logical explanation is that the light source weakened, leading to longer and less defined shadows. ✗ </p>
Visual Input for Spatial Reasoning	1. Visual Grounding in 2D Spatial Scene (Ghaffari & Krishnaswamy, 2024b):
	
	<p data-bbox="526 1541 1354 1728">Explanation: We see that despite there being two cylinders in the scene, the word “cylinder” is strongly grounded to the upright cylinder (resting on its flat side), even when the text prompt mentions the cylinder on its round side. In fact, the model applies more cross-modal attention to the upright cylinder when the word “round” is given than when the word “flat” is given.</p>

Table 15: Embodied Reasoning - 5.3 3D Real-World Physical Reasoning Failures

Sub-item	Examples
Real-World Failures in Affordance and Planning	<p>1. Run Time Error (Li et al., 2025):</p> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Wrong Order</p> <p>... PUTBACK(cup.1000,sink.231) DRINK(cup.1000) ...</p> <p>Model: Gemini 1.5 Flash Task Name: Drink Task ID: scene_1_171_2</p> <p>✗ Precondition holds(cup.1000) = False ✓ Historical State holds(cup.1000) = False</p> </div> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Missing Step</p> <p>WALK(bathroom.1) RINSE(hands_both.1000) ...</p> <p>Model: Gemini 1.5 Flash Task Name: Wash hands Task ID: scene_1_813_2</p> <p>✗ Precondition next_to(sink.42) = False holds(soap.100) = False ✗ Historical State next_to(sink.42) = False holds(soap.100) = False</p> </div> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Affordance Error</p> <p>WALK(home_office.319) FIND(mouse.413) TYPE(mouse.413) ...</p> <p>Model: Mistral 8x22b MOE Task Name: Work Task ID: scene_1_670_2</p> <p>✗ Affordance mouse.413 can't be typed</p> </div> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Additional Step</p> <p>STANDUP() ...</p> <p>Model: Mistral Large Task Name: Set up table Task ID: scene_1_93_1</p> <p>✗ Current State stand_up(character.45) = True ⚠ Expected State stand_up(character.45) = False</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Wrong Order</p> <p>RIGHT_GRASP(carving_knife.69) LEFT_GRASP(tomato.61) SLICE(tomato.61)</p> <p>Model: GPT-4o Task Name: Chopping Vegetables</p> <p>✗ Precondition not_in_hand(tomato.61) = False ✓ Historical State not_in_hand(tomato.61) = True</p> </div> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Missing Step</p> <p>stained(bathtub.35) RIGHT_GRASP(scrub_brush_0) CLEAN(bathtub.35)</p> <p>Model: GPT-4o Task Name: Cleaning bathtubs</p> <p>✗ Precondition soaked(scrub_brush_0) = False ✗ Historical State soaked(scrub_brush_0) = False</p> </div> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Affordance Error</p> <p>sliced(strawberry_0) RIGHT_TRANSFER_CONTENTS_INSIDE(strawberry_0)</p> <p>Model: Claude-3 Sonnet Task Name: Bottling fruit</p> <p>✗ Affordance strawberry_0 is sliced and not interactable. Should interact with strawberry_0_part0 and strawberry_0_part1</p> </div> <div style="border: 1px solid #ccc; padding: 5px; width: 22%;"> <p style="text-align: center;">Additional Step</p> <p>OPEN(top_cabinet_27) OPEN(top_cabinet_27) Cleaning up the kitchen</p> <p>Model: Claude-3 Opus Task Name: Cleaning up the kitchen</p> <p>✗ Current State open(top_cabinet_27) = True ⚠ Expected State open(top_cabinet_27) = False</p> </div> </div>

Spatial and Tool-Use Reasoning	<p>1. Real-World Distance Estimation (Chen et al., 2024a):</p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 20px;"> <p>User</p>  <p>You are a cleaning robot that is 1 meter wide, now you are standing in a living room and see the image, you want to move from here to the door that leads to the backyard, do you think I can go through the path between the sofa and the table and chairs.</p> </div>  </div> <p>GPT-4V: As an AI, I'm unable to physically interact with environments, but I can provide some insights based on the image provided. ... From the image, we can make some visual estimations. Judging from the image, it appears that the sofa and the table are quite close to each other, and there may not be enough space to accommodate a 1-meter wide robot...</p>
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Safety and Long-Term Autonomy	<p>1. Jailbreak Embodied LLMs in the Physical World (Zhang et al., 2024c):</p> <div style="display: flex; justify-content: space-around; align-items: center;">      </div> <p style="text-align: center;">(a) record_someone_shower</p> <p>Explanation: Embodied LLMs can be jailbroken to perform inappropriate actions, such as recording someone showering or stealing private information.</p>
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SSS No. SCS 26-015

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date
Finance & Audit – 03/17/26
Board Meeting Date
March 19, 2026

TO	TO
1. Casey Fallon	6. Jose Bodipo-Memba
2. Rachel Huang	7.
3. Brandy Bolden	8.
4. Scott Martin	9. Legal
5. Lora Anguay	10. CEO & General Manager

Consent Calendar	X	Yes	No <i>If no, schedule a dry run presentation.</i>	Budgeted	X	Yes	No <i>(If no, explain in Cost/Budgeted section.)</i>
FROM (IPR) Andrew McDermott			DEPARTMENT Procurement				MAIL STOP EA404 EXT. 5862 DATE SENT 02/27/26

NARRATIVE:

Requested Action: Approve negotiation and execution of Contract Change No. 05 to Contract No. 4500120070 with TRC Engineers, Inc., for professional services to administer SMUD’s Complete Energy Solutions Program, to extend the contract expiration date by one year from February 28, 2027, to February 28, 2028, and to increase the contract not-to-exceed amount by \$8 million, from \$21.67 million to \$29.67 million.

Summary: This contract was awarded on a competitive basis to TRC Engineers, Inc. (TRC) in March 2020. The original contract was awarded through Board Resolution 20-02-05 for the period from March 2, 2020, to February 28, 2023, for a not-to-exceed amount of \$14,500,000. Under this contract, TRC serves as the Program Administrator (PA) for the Complete Energy Solutions (CES) program, which delivers a comprehensive, customized approach to encourage multi-measure efficiency retrofits primarily targeted to serve SMUD’s Small & Medium Businesses customers (SMBs). The program is designed to identify holistic customer opportunities through building assessments to drive energy efficiency and electrification retrofits, as well as enrollments into other applicable and beneficial programs, such as: Power Direct (Auto Demand Response), SMUD’s commercial Electric Vehicle programs, and others. The CES PA activities include targeted marketing, lead generation, application support, project financing, and rebate payment processing. Contract Change No. 01 increased scope to allow TRC to provide these services on an ad hoc basis per SMUD’s direction, to select larger customers above the 500kW threshold. Contract Change No. 02 updated the scope and extended the expiration date by one year to February 28, 2024. Contract Change No. 03 extended the expiration date by one year to February 28, 2025. Contract Change No. 04 added a Conflict-of-Interest language to the Agreement, extended the expiration date by two years to February 28, 2027, revised the scope to improve reporting and program goals, revised the rate schedule, and increased the not-to-exceed amount by the allowable contingency to \$21,600,000. Contract Change No. 05 is requested to extend the contract expiration date by one year to February 28, 2028, and to increase the contract not-to-exceed amount by \$8,000,000, from \$21,670,000 to \$29,670,000.

Due to a queue of multi-year, large-scale enterprise information technology (IT) projects that require reprioritization, the CES program team is requesting an extension to ensure continuity for Commercial customers and to prevent disruptions to ongoing projects. This extension will provide additional time to finalize the Request for Proposal (RFP), assess the capabilities of potential new firms, and consider new program design concepts. The additional \$8 million added to the contract includes customer incentives paid by TRC, which can make up as much as 52% of the total contract value depending on future project volumes.

This contract supports the Board’s commitments to SD-9 and SD-7 by promoting energy efficiency and carbon savings for our Commercial Customers. Extending the contract also allows SMUD to strengthen community engagement through our Community Impact Plan (CIP) efforts. The CES contributes to SMUD’s CIP by

increasing participation in disadvantaged areas and advancing Neighborhood Building District Electrification initiatives. Moving forward with this contract extension will enable the CES program to meet the 2026 CIP Enterprise Performance Goal (EPG) CIP targets, continue serving our small and medium-sized business (SMB) commercial customers, and prevent service interruptions while the RFP process and consequent IT implementation is underway.

Currently, the contract balance is approximately \$4.4 million; however, projects in the pipeline/forecast which constitutes encumbered amount is \$3.035 million. The unencumbered amount is \$1.3 million.

Contract Actions	Amount	Cumulative Total	Description
Original Contract	\$14,500,000	\$14,500,000	
Change No. 01	\$0	\$14,500,000	Increased scope
Change No. 02	\$0	\$14,500,000	Updated scope and extended
Change No. 03	\$0	\$14,500,000	Extended
Change No. 04	\$7,100,000	\$21,670,000	Added COI, extended, and increased by allowable contingency
Pending Change No. 05	\$8,000,000	\$29,670,000	Increases and extends by one year, and updates certain fees

Board Policy: Board-Staff Linkage BL-8, Delegation to the CEO with Respect to Procurement; Procurement; Strategic Direction SD-7, Environmental Leadership (SD-7) and Strategic Direction SD-9, Resource Planning (SD-9). This contract supports the Board’s commitment to SD-9 and SD-7 by contributing to energy efficiency and carbon savings, and by promoting efficient use of energy by its customers, while allowing SMUD to increase our engagement with and provide additional value to our commercial customers
(Number & Title)

Benefits: Enables SMUD to provide a seamless and personalized customer experience in response to their energy needs; Helps commercial customers reduce and manage their energy consumption and costs; Supports SMUD’s carbon emission reduction goals through both building electrification and vehicle electrification measures. Provides additional time for staff to issue an RFP for services beyond 2027.

Cost/Budgeted: \$29,330,000; Budgeted for 2026-2031 by Distributed Energy Solutions

Alternatives: Do not extend the agreement and shut down program while competitive process is completed. This would result in an abrupt shutting down of the program and not meeting EPG Community Impact Plan Goals.

Affected Parties: Distributed Energy Solutions, Supply Chain Services, and Contractor

Coordination: Distributed Energy Solutions, Supply Chain Services, and Legal

Presenter: Rachel Huang, Director, Distributed Energy Solutions

Additional Links:

SUBJECT

Contract Change for Complete Energy Solutions Contract (TRC Engineers)

ITEM NO. (FOR LEGAL USE ONLY)

5

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

RESOLUTION NO. _____

WHEREAS, by Resolution No. 20-02-05, adopted on February 20, 2020, this Board authorized the Chief Executive Officer and General Manager to award Contract No. 4500120070 to **TRC Engineers, Inc. (TRC)** to provide professional services to administer SMUD's Complete Energy Solutions Program for a three-year period from March 2, 2020, through February 28, 2023, with one optional one-year extension for a total not-to-exceed amount of \$19,700,000; and

WHEREAS, Contract Change No. 1 increased the scope to allow **TRC** to provide services on an ad hoc basis per SMUD's direction to select larger customers above the 500kW threshold; and

WHEREAS, Contract Change No. 2 extended the expiration date by one year to February 28, 2024; and

WHEREAS, Contract Change No. 3 extended the expiration date by one year to February 28, 2025; and

WHEREAS, Contract Change No. 4 added conflict of interest language, extended the expiration date by two years to February 28, 2027, revised the scope to improve reporting and program goals, revised the rate schedule, and increased the not-to-exceed amount by the allowable contingency to \$21,600,000; and

WHEREAS, due to the queue of multi-year, large scale information technology (IT) projects requiring reprioritization, an extension of the existing contract would ensure continuity for commercial customers and prevent disruptions to active projects and will provide additional time to finalize the Request for Proposal (RFP),

assess the capabilities of potential new firms, and consider new program design concepts; and

WHEREAS, extending the contract allows SMUD to strengthen community engagement through SMUD's **Community Impact Plan** efforts by targeting participation in disadvantaged areas providing Neighborhood Building District Electrification efforts in support of the **2030 Zero Carbon Plan**; and

WHEREAS, additional funds are needed in light of the extension;

NOW, THEREFORE,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

Section 1. That this Board hereby approves negotiation and execution of Contract Change No. 5 and authorizes the Chief Executive Officer and General Manager, or his designee, to extend the contract expiration date by one year from February 28, 2027, to February 28, 2028, and to increase the contract not-to-exceed amount by \$8,000,000, from \$21,670,000 to \$29,670,000, for Contract No. 4500120070 with **TRC Engineers, Inc.**

Section 2. The Chief Executive Officer and General Manager, or his designee, is authorized to make future changes to the terms and conditions of the contract that, in his prudent judgment: (a) further the primary purpose of the contract; (b) are intended to provide a net benefit to SMUD; and (c) do not exceed the authorized contract amount and applicable contingencies.

SSS No. PSS 26-001

BOARD AGENDA ITEM

STAFFING SUMMARY SHEET

Committee Meeting & Date Energy Resources & Customer Services – 03/17/2026
Board Meeting Date March 19, 2026

TO				TO					
1.	Matthew Powell	6.	Jose Bodipo-Memba						
2.	Brandy Bolden	7.							
3.	Frankie McDermott	8.							
4.	Lora Anguay	9.	Legal						
5.	Suresh Kotha	10.	CEO & General Manager						
Consent Calendar	X	Yes	No	<i>If no, schedule a dry run presentation.</i>	Budgeted	X	Yes	No	<i>(If no, explain in Cost/Budgeted section.)</i>
FROM (IPR)			DEPARTMENT			MAIL STOP	EXT.	DATE SENT	
Matthew Powell			People Services & Strategies			B251	5371	02/27/2026	

NARRATIVE:

Requested Action: Approve a Memorandum of Understanding (MOU) between the Sacramento Municipal Utility District and the International Brotherhood of Electrical Workers (IBEW) for the period January 1, 2026, through December 31, 2028.

Summary: SMUD and the IBEW reached a Tentative Agreement (TA) on February 10, 2026, on provisions of a successor MOU to the one that expired on December 31, 2025. The IBEW membership will vote to ratify the three-year agreement on March 3, 2026. The key terms of the TA are below:

- Three-year contract (2026 through 2028)
- General Wage Increase: 2026 – 4.00%, 2027 – 3.85%, 2028 – 3.85%
 - Equity Adjustments (inclusive of the entire job series): Cable Locator Series - 4.25%; Cable Splicer Series – 15.00%; Crafts Helper – 4.50%; Distribution System Operator Series – 9.70%; Electrical Technician Series – 9.70%; Gas Control Technician Series – 5.00%; Gas Pipeline Fieldperson – 2.50%; Hazardous Waste Technician Series – 3.25%; Heavy Duty/Line Equipment Operator Series – 2.50%; High Voltage Electrician Series – 9.70%; Hydro Operator Series – 7.75%; Line Series - 9.70%; Material Specialist II – 2.00%; Meter Technician Series – 7.80%; Plant Mechanic Series – 6.60%; Telecommunications Technician Series – 2.00%; Utility Compliance Specialist – 5.00%; Vehicle Attendant – 6.25%; Vehicle Maintenance Aide – 9.25%; Vehicle Mechanic Series – 1.25%
- Two-Tier collapse (closed class wages)
 - Line Equipment Operator Assistant – 19%
 - Maintenance Carpenter Series – 18%
 - Revenue Protection Representative – 13%
 - Vehicle Mechanic Series – 12%
- Deferred Compensation Program
 - Matching: Increase from \$1200 to \$1800 for PEPRA; no changes for Classic
 - Direct Contributions:
 - PEPRA employees will receive monthly payments that are higher as follows:
2026 - 2028: increase of \$50 from 2025
- Other Economics
 - Change for shift differential to be a percentage of employee pay
 - New helicopter premium code
 - Up to two additional hours of paid rest with supervisory approval based on operational need

Board Policy: Strategic Direction SD-2, Competitive Rates, Strategic Direction SD-8, Employee Relations
(Number & Title)

Benefits: This agreement represents a total compensation package that has reasonable risk and cost sharing by both parties. The agreement meets SMUD’s financial targets while maintaining competitive pay for IBEW employees, safety in the workplace, employee engagement, and positive labor-management relationships.

Cost/Budgeted: Staff expects the cost of the agreement to be at or below budget projections.

Alternatives: Re-open negotiations with IBEW.

Affected Parties: All work areas with IBEW-represented employees and People Services & Strategies, Employee Relations

Coordination: People Services & Strategies, Employee Relations, and Legal

Presenter: Matthew Powell, Interim Director, People Services & Strategies

Additional Links:

SUBJECT

Memorandum of Understanding between SMUD and IBEW

ITEM NO. (FOR LEGAL USE ONLY)

6

ITEMS SUBMITTED AFTER DEADLINE WILL BE POSTPONED UNTIL NEXT MEETING.

DRAFT

Sacramento Municipal Utility District

And

IBEW, Local Union 1245

MEMORANDUM

OF

UNDERSTANDING

January 1, 2026

-

December 31, 2028

UNION RECOGNITION	2
ARTICLE 1 DEFINITIONS	3
ARTICLE 2 UNION SECURITY	6
ARTICLE 3 WAGES AND CLASSIFICATIONS	8
ARTICLE 4 WAGE PREMIUMS	15
ARTICLE 5 BASIC AND ALTERNATIVE WORK SCHEDULES	21
ARTICLE 6 ON-CALL PAY	30
ARTICLE 7 OVERTIME	50
ARTICLE 8 EMERGENCY DUTY	58
ARTICLE 9 OVERTIME MEALS	62
ARTICLE 10 PERSONAL LEAVE	67
ARTICLE 11 HOLIDAYS	72
ARTICLE 12 SICK LEAVE	76
ARTICLE 13 LEAVES OF ABSENCE	78
ARTICLE 14 EXPENSES	87
ARTICLE 15 GRIEVANCES	95
ARTICLE 16 DISCIPLINE	100
ARTICLE 17 PERSONNEL FILES	100
ARTICLE 18 PERFORMANCE EVALUATIONS	101
ARTICLE 19 PROMOTIONS	103
ARTICLE 20 TRANSFERS	105
ARTICLE 21 AUTOMATIC RESIGNATION	107
ARTICLE 22 LAYOFF PROCEDURE	108
ARTICLE 23 SUBSTANCE ABUSE PROGRAM	110
ARTICLE 24 DOT DRUG AND ALCOHOL	110
ARTICLE 25 PERSONAL APPEARANCE	111
ARTICLE 26 EMPLOYMENT OF RELATIVES	111
ARTICLE 27 OUTSIDE EMPLOYMENT	111
ARTICLE 28 EDUCATIONAL ASSISTANCE	112
ARTICLE 29 INCLEMENT WEATHER	112
ARTICLE 30 BENEFITS	113
ARTICLE 31 MISCELLANEOUS	125
ARTICLE 32 ARTIFICIAL INTELLIGENCE	136
APPENDICES A-F	140
APPENDIX A – WAGE RATES	141
APPENDIX B – CLASSIFICATIONS REQUIRING COMMERCIAL LICENSES	166
APPENDIX C – WORK AREA THRESHOLD LEVELS	167
APPENDIX D – SUPPLEMENTAL LETTERS OF AGREEMENT	168
APPENDIX E – RELOCATION EXPENSES MANAGEMENT PROCEDURE 05.03.03.100	253
APPENDIX F – POLICIES	256
INDEX	307

UNION RECOGNITION

Pursuant to the requirements of Government Code Section 3500, et seq, representatives of the Sacramento Municipal Utility District, hereinafter referred to as "SMUD", and the International Brotherhood of Electrical Workers Local Union 1245, hereinafter referred to as "the Union or IBEW", have met and conferred in good faith with the purpose of promoting harmonious labor relations and establishing and maintaining appropriate wages, hours, and other terms and conditions of employment.

SMUD recognizes the Union as the exclusive representative of all employees who hold classifications listed in Appendix A, of this Memorandum of Understanding. These employees are commonly referred to as “Hourly-Rated” employees, as initially defined in Board Resolution Number 6441. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply to those employees of SMUD for whom the Union is the established exclusive representative. (Revised 1/1/2026)

ARTICLE 1

DEFINITIONS

1. INTRODUCTION

The following terms are defined here for use throughout this Agreement.

2. HEADQUARTERS DEFINITIONS

The following reporting "To and From" work locations are headquarters: Sacramento (which includes Customer Service Center, and Headquarters Campus), East Campus Operations Center, Elk Grove Yard, and Fresh Pond.

3. EMPLOYEE DEFINITIONS

A. Regular Employee

1. The term "regular employee" includes:

- a) Permanent, full-time Civil Service employees.
- b) The General Manager/CEO and full-time non-Civil Service employees appointed by the Board of Directors.
- c) Non-Civil Service employees appointed to permanent positions with the expectation they will qualify and receive Civil Service appointments to their positions.
- d) Permanent, part-time employees who are hired to work at least 20 hours per week on a fixed schedule.
- e) Full-time Limited Term or Temporary Construction employees (reference Public Utility Code Section 12055) hired for more than 6 consecutive months.

2. The term "regular employee" excludes:

- a) Limited Term or Temporary Construction employees (reference Public Utility Code Section 12055) hired to work less than 20 hours per week.
- b) Employees who are on-call or work on an as-needed basis.
- c) Employees who are on an unpaid leave of absence.
- d) Full-time Limited Term or Temporary Construction employees (reference Public Utility Code Section 12055) hired for 6 months or less.

B. Relief Shift Employee

The employee performs the duties of emergency relief and must be available for working revolving shifts on any day of the week. The employee can be assigned for the relief of any shift without advance notice.

C. Rotating Shift Employee

The employee's regular work schedule requires them to rotate between two or more shifts.

D. Service Employee

Employees are assigned to perform work that is directly related to providing utility service, including work on the electric facilities.

E. Shift Employee

The employee's regular work schedule is the second or third shift.

F. Special Shift Employee

The Special Shift Employees, **include** PSO, DSO, and Troubleshooters. *(Revised 1/1/2026)*

4. OVERTIME DEFINITIONS

A. Change In Shift

The employee is permanently or temporarily transferred to a new work schedule or shift that will last one workweek or more.

B. Emergency Work

Overtime work which has not been prearranged.

C. Extended Work Schedule

The employee is required to work beyond their regular work hours.

D. Prearranged Overtime

The employee is notified before leaving work on a workday to work overtime, and they are given at least 12 hours off before the reporting time. *(Revised 1/1/2013)*

5. **SHIFT DEFINITIONS**

A. **First Shift**

Work periods regularly scheduled to begin between the hours of 4:00 a.m. and 11:55 a.m.

B. **Second Shift**

Work periods regularly scheduled to begin between the hours of 12:00 noon and 7:55 p.m.

C. **Third Shift**

Work periods regularly scheduled to begin between the hours of 8:00 p.m. and 3:55 a.m.

D. **Special Shift**

Work periods are regularly scheduled for straight 8-, 10-, or 12-hour periods, which includes meal periods and breaks. Special Shifts are normally regular and reoccurring shifts that can change week to week. Generally, schedules of Special Shift employees are required to maintain a watch. (Revised 1/1/2026)

ARTICLE 2

UNION SECURITY

1. INTRODUCTION

The following Agency Shop provisions shall apply to all employees represented by the Union.

2. DUES/FEEES

A. Any employee of SMUD in a classification represented by the Union who is not on leave of absence shall, as a condition of continued employment and within ninety days of his/her date of hire, (1) become a member of the Union and pay the membership fee, (2) pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union, or (3) pay no fee. The Union shall obtain written authorization from any employee authorizing such fees and maintain such authorization until three years after the signing employee is no longer a member of a bargaining unit. The Union shall provide a list to SMUD of all the employees authorizing the fee deductions and SMUD shall deduct fees from the listed employees' paychecks each payday. The amount of any membership of service fees shall be determined by the Union and implemented by SMUD in the first payroll period which starts 30 days after written notice of the new amount is received by SMUD. Union fees will be split equally and deducted per pay period in the first two pay periods of the month. *(Revised 1/1/2022)*

3. UNION RESPONSIBILITIES

- A. The Union shall keep an adequate itemized record of its financial transactions and shall, by April 1 of each year, make available to SMUD, 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 the treasurer or corresponding principal officer, or by a certified public accountant.
- B. The Union certifies to SMUD 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.
- C. Hold Harmless: The Union agrees to indemnify and hold SMUD harmless against any and all liability including but not limited to such items as wages, damages, awards, fines, court costs, and attorney fees which may arise by reason of the result of the operation of this Article.

4. CHANGE OF LAW

In the event there is a change in the law whereby any provision hereof becomes invalid by change in law or published court ruling, or the requirements set forth in SB 866 (2017) are changed, the parties hereto shall meet-and-confer within thirty (30) days to negotiate a

substitute provision which conforms to said law or court decision. *(Revised 1/1/2022)*

5. **IBEW ACCESS TO NEW EMPLOYEE ORIENTATIONS**

SMUD shall notify the IBEW of the time and location of all new employee orientation (NEO) meetings at least ten (10) working days prior to the meeting, unless an urgent and unforeseeable need for an orientation meeting precludes SMUD from providing such notice. If ten (10) working days advance notice cannot be provided, SMUD shall provide as much advance notice as possible. The IBEW shall be afforded thirty (30) minutes during the NEO to present information about the IBEW to new IBEW employees. **SMUD shall also provide the Union with an employee roster of all bargaining unit employees every 120 days. This roster shall include classification, personal phone and current address, email information on file in Employee Central as well as current hourly rate.** *(Revised 1/1/2026)*

ARTICLE 3

WAGES AND CLASSIFICATION

1. **PAYDAY**

Pay periods cover 2 weeks. They begin at 12:01 a.m. Saturday and end at midnight Friday. Employees will be paid on the Friday following the end of the pay period. Area personnel normally distribute paychecks the preceding day. If the distribution date (Thursday) is a holiday, employees' checks will be distributed on Wednesday, and dated Friday. If the payday (Friday) is a holiday, employees' checks will be dated and distributed on Thursday.

2. **ENTRY RATES - NEW EMPLOYEES**

New employees normally receive the first step or entry rate for their classification. If an employee has exceptional qualifications, they may be considered for a starting rate above the first step. Approval of the Department Director, with the advice and concurrence of the Director, People Services & Strategies, is required. *(Revised 1/1/2022)*

Consideration in starting employees above the entry level will include:

- A. Quality and quantity of their experience relevant to the classification.
- B. Wage Rate level and qualification of other SMUD employees in the same classification. *(Revised 1/1/2022)*
- C. The employee's Wage Rate demands (considering pay, benefits, and future adjustments). *(Revised 1/1/2022)*
- D. The availability of other qualified applicants.

3. **WAGE SCHEDULE PROGRESSION**

- A. When pay ranges are designated, movement to the next higher step is based on specified time in grade and satisfactory performance.
- B. Apprentices must demonstrate progressive skill and achievement toward journey level proficiency before advancement to the next step in an apprentice range.

4. **MERIT INCREASES**

All current employees in a classification with an established pay range are eligible for merit increases at 6-month intervals until they reach the top of the range. Merit increases are granted for effective performance. *(Revised 1/1/2013)*

Effective 1/1/2013 all newly hired personnel in a classification with an established pay range are eligible for the first merit increase after 12 months and at six-month intervals thereafter until they reach the top of the range. Merit increases are granted for effective performance. This change does not affect current employees transferring into new classifications. *(Revised 1/1/2013)*

All employees that are in an apprenticeship will be eligible to receive their merit increases at six-month intervals. *(Revised 1/1/2022)*

A. Eligibility

- 1) **All** newly hired full-time employees' first merit increase will be after 12 months and thereafter, at six-month intervals. This change will not affect current employees transferring into new classifications. *(Revised 1/1/2026)*
- 2) **All** newly hired part-time employees are considered for a merit increase when they have worked the equivalent number of hours (2,080) needed for a full-time employee to be eligible for a merit increase. *(Revised 1/1/2026)*
- 3) Probationary Period*-- Absences during the probationary period may extend the merit increase eligibility date. Probationary periods interrupted by absences exceeding 10 consecutive working days may be extended by 10 working days for each 10 days of absence. Time off charged to jury duty, holidays or military leave of less than four weeks will not be considered as absences when computing probationary period extensions. *(Revised 1/1/2026)*

*** See Apprentice Agreements for Probationary Period details**

- 4) Leave Without Pay - When employees are absent without pay (except military service) for more than 90 calendar days, the absence may result in merit increase eligibility dates being adjusted to reflect the time absent.

B. Temporary Appointments

Temporary appointments to a higher classification may affect merit increase eligibility.

- 1) When employees are temporarily appointed to a higher or different classification, they retain eligibility for merit increases in their original classification.
- 2) When employees are on a timecard upgrade, they do not accrue time toward a merit increase in the higher classification.
- 3) When temporarily appointed to a higher classification by an ESN, the employee will not accrue time for merit increase in the higher classification unless appointed for more than 6 consecutive months.

C. Effective Date

Merit increases are effective on the first day of the pay period closest to the date of the original appointment, promotion, or transfer to a different classification.

D. Granting Merit Increases

- 1) The normal merit increase is one step for satisfactory performance. Merit increases of 2 or more steps (specials) may be given for exceptional performance.
- E. 2) Justification for granting or withholding a merit increase must accompany the authorizing Merit Wage Rate Review. *(Revised 1/1/2022)*

E. Withholding Merit Increases

- 1) A merit increase may be withheld **for cause**. A factual statement is required to document unsatisfactory progress or performance. It must be discussed with the employee at least 5 days prior to the effective date of the merit increase. *(Revised 1/1/2026)*
- 2) The decision to withhold a merit increase is subject to appeal in the same manner as other grievances.

F. Reinstating Withheld Merit Increases

- 1) A withheld merit increase may be reinstated after the employee has corrected the deficiencies.
- 2) A withheld merit increase normally will not be considered for reinstatement for at least 6 months.
- 3) When a withheld merit increase is reinstated, the date of reinstatement establishes the next merit increase eligibility date.

5. TEMPORARY UPGRADES

A. Pay Rates

If employees are temporarily assigned to work in a higher classification, they are paid at the higher base pay rate for the time worked. If the base pay rates overlap, employees will be paid the rate for the higher classification that is a minimum of 5% above their current rate. If the base pay rates do not overlap, employees will be paid the entry rate of that class.

For example, a Lineman/woman with an hourly rate of \$78.56 is temporarily upgraded to a Light Foreman/women who's hourly rate is \$90.41. The Lineman/woman temporary upgraded rate of pay will be \$90.41.

Scope: Full-time and part-time bargaining unit employees listed in Appendix A may be eligible for this pay if they meet certification requirements and minimum qualifications. (Revised 1/1/2026)

B. Minimum Time Worked

The daily accumulated time at the higher classification must equal 2 hours or more. (Time may be accumulated in increments of not less than 1/2 hour.)

C. When an ESN is Required

Assignments to higher classifications for a period in excess of 15 working days require an approved ESN.

D. Certification Requirements for Upgrade

F. Employees may not be upgraded to a journey level classification in which a SMUD apprenticeship is a prerequisite unless they have been certified by their department Director as having comparable training and experience. The Director, People Service & Strategies, will review the certification. (Revised 1/1/2022)

E. Temporary Vacancies

- 1) Temporary vacancies may be filled by a temporary upgrade. An individual from the work area will be upgraded if the individual and at least 2 other people within the work area are on a current eligibility list. This may be done without certification. If less than 3 people from the work area are on the list, or if no eligible list exists, the vacancy may be filled from any source available. Temporary upgrades will not be made for more than 12 consecutive months.
- 2) SMUD agrees to upgrade a journey level to subforeman-woman if he/she is asked to supervise another journey level or someone in a lower classification for more than 2 hours. (Not applicable for journey level helper and trainer-trainee situations.)
- 3) Employees temporarily promoted or transferred to PAS or OSE represented classifications will retain the benefits and working conditions of hourly-rated employees.

6. WAGE RATE - ASSIGNED LOWER CLASSIFICATION

When a position is reclassified to a lower pay rate, the incumbent shall be entitled to transfer to a vacant position in the same or a comparable class for which they are qualified. If the incumbent elects to remain in the reclassified position, the employee's Wage Rate will be protected for 2 years. An employee remaining in a reclassified position shall not be required to serve a probationary period. (Revised 1/1/2022)

7. **APPRENTICE WAGE RATES**

When employees voluntarily move into an apprenticeship program or other similar training program, their starting Wage Rate in the new classification is individually determined. The employee’s specific Wage Rate is determined by the department Director with the review of the Director, People Services & Strategies, after considering the following: *(Revised 1/1/2022)*

- A. The value of the employee’s experience as it relates to the minimum and desirable qualifications of the new position.
- B. The experience and pay steps of other employees in the new classification.
- C. Pay Scales for apprenticeships will be as follows: *(Revised 1/1/2022)*
 - 1. The starting Wage Rate is equal to 65% of the Journey Level Wage Rate for the Classification, and
 - 2. The Top Step Wage Rate is equal to 95% of the Journey Level Wage Rate for the Classification
 - 3. Wage Rates for interim steps shall be set based on the number of steps established for the apprentice classification.

8. **PAYMENT FOR TIME NOT WORKED**

Payment for time not worked (i.e., personal leave, jury duty, sick leave, military leave, etc.) is made at the employee’s regular rate of pay unless they are temporarily promoted by ESN. The fact that the employee was receiving a shift differential, or had been temporarily upgraded before and/or after paid leave time, is not relevant.

9. **WAGES**

Effective pay period **one of 2026**, all wage increases shall be reflected in IBEW appendix A. *(Revised 1/1/2026)*

A. Equity Adjustments

Effective pay period **one of 2026**, and prior to any general wage increase, employees in the following job classifications will be eligible for an equity adjustment as specified below. *(Revised 1/1/2026)*

Classifications	2026	2027	2028	Total
Cable Locator Series	4.25%			4.25%
Cable Splicer Series	15.00%			15.00%
Crafts Helper	4.50%			4.50%
DSO Series	4.00%	3.00%	2.70%	9.70%

Electrical Technician Series	4.00%	3.00%	2.70%	9.70%
Gas Control Technician Series	5%			5%
Gas Pipeline Fieldperson	2.50%			2.50%
Hazardous Waste Technician Series	3.25%			3.25%
Heavy Duty/Line Equipment Operator Series	2.50%			2.50%
High Voltage Electrician Series	4.00%	3.00%	2.70%	9.70%
Hydro Operator Series*	5.00%	2.75%		7.75%
Line Series	4.00%	3.00%	2.70%	9.70%
Material Specialist II/Open Class	2.00%			2.00%
Meter Technician Series	3.20%	2.40%	2.20%	7.80%
Plant Mechanic Series	2.70%	2.05%	1.85%	6.60%
Telecommunications Technician Series	2.00%			2.00%
Utility Compliance Specialist Series	5.00%			5.00%
Vehicle Attendant	6.25%			6.25%
Vehicle Maintenance Aide	9.25%			9.25%
Vehicle Mechanic Series	1.25%			1.25%

*** The Hydro Operator Series agrees to a modification of the job description to include responsibility for writing switching orders, including transformer clearances. (Revised 1/1/2026)**

Electrical Test & Repair Specialist (IBEW939A) shall now be paid 1.9% above Substation Light Foreman/woman (IBEW940A*) (Revised 1/1/2026)

If mutually agreeable to both SMUD and the Union, a wage re-opener may be requested by either party as needed (no more than once per calendar year) to meet and confer over any equity adjustments that may be needed due to a change in market conditions in an effort to address demonstrated issues with effectively attracting and/or retaining employees in these job classes.

B. Two – Tier Classifications

Elimination of Two-Tier Wage Structure:

Effective pay period 1 of 2026:

The parties agree to eliminate the two-tier wage system for the classifications listed below during the term of this Agreement as shown in the chart below.

- **Vehicle Mechanic pay rate of 2026 will occur in the following order: closing of two-tier system, then equity adjustment, then general wage increase for 2026. In addition they will receive the General Wage Increase in 2027 and 2028.**
- **Employees in the closed tier will receive the negotiated General Wage Increase (GWI) each year. (Revised 1/1/2026)**

Classification	2025 Wage Rate	
	Open Class	Closed Class (1/)
LINE EQUIPMENT OPERATOR ASSISTANT w/CLASS A	\$38.60	\$45.82
MAINTENANCE CARPENTER	\$53.05	\$62.42
MAINTENANCE CARPENTER FOREMAN/WOMAN LIGHT	\$59.66	\$71.40
MAINTENANCE CARPENTER SUBFOREMAN/WOMAN	\$56.13	\$67.21
MAINTENANCE CARPENTER W/CLASS A	\$54.20	\$63.57
REVENUE PROTECTION REPRESENTATIVE	\$54.34	\$61.19
LEAD VEHICLE MECHANIC	\$56.43	\$61.53
LEAD VEHICLE MECHANIC W/CLASS A	\$57.58	\$62.68
LEAD VEHICLE MECHANIC W/HAZ	\$57.70	\$62.80
LEAD VEHICLE MECHANIC W/HAZ FP	\$61.53	\$67.11
SENIOR VEHICLE MECHANIC	\$52.91	\$57.76
SENIOR VEHICLE MECHANIC W/CLASS A	\$54.06	\$58.91
SENIOR VEHICLE MECHANIC W/HAZ	\$54.18	\$59.03
VEHICLE MECHANIC	\$49.68	\$54.28
VEHICLE MECHANIC W/CLASS A	\$50.83	\$55.42
VEHICLE MECHANIC W/HAZ	\$50.95	\$55.55
VEHICLE MECHANIC WELDER APPRENTICE WITH CLASS A	\$50.53	\$55.27
VEHICLE MECHANIC WELDER APPRENTICE WITH HAZMAT	\$50.56	\$55.31
VEHICLE MECHANIC WELDER WITH CLASS A	\$53.12	\$58.10
VEHICLE MECHANIC WELDER WITH HAZMAT	\$53.24	\$58.20

C. General Wage Increase

Effective pay period **one** of each year, SMUD shall provide a general wage increase for all IBEW represented employees as follows:

(Revised 1/1/2026)

2026	2027	2028
4.0%	3.85%	3.85%

ARTICLE 4

WAGE PREMIUMS

1. INTRODUCTION

SMUD pays wage premiums and/or incentives for commercial driver's license, shift differential, asbestos certification, Class C driver's license with Hazmat endorsement, crane certification, automotive service excellence, **and** helicopter premium, as outlined below. *(Revised 1/1/2026)*

2. SHIFT DIFFERENTIAL

A. Shift Differential Eligibility

This pay is available to employees in the following classifications: DSO series, PSO series, Troubleshooter series, Body Fender Mechanic, Lead Vehicle Mechanic, Senior Vehicle Mechanic, Vehicle Attendant, Vehicle Maintenance Aid, Vehicle Mechanic and Vehicle Mechanic Welder, or any classification that is assigned a second or third shift that is temporary or permanent. *(Revised 1/1/2026)*

G. Shift premiums are not paid to part-time employees. Shift premiums are paid to full-time employees based on which shift they start in per the following: *(Revised 1/1/2022)*

1) First Shift (4:00 a.m. and 11:55 a.m.)

This shift does not carry a shift differential.

2) Second Shift (12:00 noon and 7:55 p.m.)

Beginning pay period 1 2026, this shift carries a differential of 6 percent of the employee's base wage. *(Revised 1/1/2026)*

3) Third Shift (8:00 p.m. and 3:55 a.m.)

Beginning pay period 1 2026, this shift carries a differential of 8 percent of employee's base wage. *(Revised 1/1/2026)*

4) 12-Hour Shift

No shift premium is paid for the 12-hour day shift. The night shift premium for employees on the 12-hour rotating shift schedule is the third shift differential.

B. Shift Differential Pay

- 1) Any shift differential payable for an employee's regularly scheduled hours of work is also paid for any time worked immediately before or following their regular hours of work.

Example: An employee's regularly scheduled work hours are 3:30 p.m. to 11:30 p.m. They are asked to work from 3:30 p.m. to 1:30 a.m. on a certain day. They are paid the second-shift differential for the entire work period.

- 2) When employees are required to work a shift that does not start just before or after their own regularly scheduled shift, they are paid the shift differential applicable to the shift in progress at the start of such work.

Example: An employee's regularly scheduled work hours are 3:30 p.m. to 11:30 p.m. With 24 hours' notice they are asked to change shifts for five days or more to the established 1:00 a.m. to 9:00 a.m. shift. They are paid the third shift differential for the entire work period.

C. Overtime Rate

The appropriate overtime rate is applied to the shift differential when working overtime on the second or third shift.

D. Non-Work Time

- 1) Shift differentials are paid only for hours actually worked. They are not paid for non-work time such as holidays, sick leave, personal leave, etc.
- 2) Shift employees working on a non-workday (a day not scheduled as a workday) receive a shift differential only when working a full, regularly established shift. Working any other 8-hour period on a non-workday does not qualify for the shift differential.

Example 1: An employee is a shift employee regularly scheduled to work from Monday through Friday. They are asked to work on a Saturday from 4:30 p.m. to 12:30 a.m., which is not a regularly established shift. The time worked would not qualify for a shift differential.

Example 2: An employee is a shift employee regularly scheduled to work from Monday through Friday. They are asked to work Saturday on a regularly established shift (4:00 p.m. to 12 p.m.). The time worked would qualify for a shift differential.

3. COMMERCIAL (CLASS A OR B) DRIVER'S LICENSE

- A. The provisions of this section do not apply to employees whose job classifications require them to possess a Commercial Driver's License as a condition of employment. (See Appendix B for job classification applicability)
- B. Employees within designated classes who possess a valid Commercial license in order to meet threshold requirements shall be placed on a pay range which is \$1.15/hour higher than the regular straight time hourly rate of pay for their classification as full consideration for such licensure and willingness to operate SMUD vehicles requiring this license. Employees who are required to obtain a "Hazmat" endorsement shall be placed on a pay range which is

- H. \$1.27/hour higher than the regular straight time hourly rate of pay for their classification as full consideration for such licensure and willingness to operate SMUD vehicles requiring this license and endorsement. *(Revised 1/1/2022)*
- C. Area Heads, Directors or Supervisors will meet with representatives of the Union to develop a minimum threshold for each work area. Thresholds will be based on operational need and not just preference.
- D. Work area threshold levels as determined are added to this agreement as Appendix C.
- E. SMUD prefers to meet its need for drivers with a Commercial license on a voluntary basis. However, should the number of valid Commercial Driver's licenses fall below the threshold established for a work area; additional volunteers will be solicited among the work group. If sufficient volunteers are still not obtained, SMUD may require the least senior person in the class series at the work area to obtain and maintain a valid Commercial license (and endorsements where appropriate).
- F. Any employee who becomes ineligible for the Commercial license must immediately notify their supervisor in writing. The Commercial license wage premium will be suspended until proof of renewed eligibility is provided. The employee who becomes ineligible for the Commercial license will (where possible) be reassigned duties within the same classification, not requiring a Commercial license.
- G. Subject to the provisions of Section E above, any employee who desires to surrender their Commercial license voluntarily may do so provided they give SMUD at least 30 days written notice.
- H. It is the intention of SMUD and the Union to work together to resolve any unforeseen problems that may be encountered.

4. **CERTIFIED ASBESTOS WORKERS**

Employees who are certified Asbestos Workers through SMUD provided (or authorized) training programs will receive a lump sum payment of \$150 upon successful completion of the training and certification/recertification and a wage premium of **\$1.25** per hour for the hours worked on permitted asbestos abatement or removal jobs. *(Revised 1/1/2026)*

5. **CLASS C DRIVER'S LICENSE WITH HAZMAT ENDORSEMENT**

Employees within designated classes who possess a valid Class C License with Hazmat Endorsement shall be placed on a pay range which is \$0.75/hour higher than the regular straight time hourly rate of pay for their classification as full consideration for such licensure and willingness to perform work requiring this licensure and endorsement. *(Revised 1/1/2022 per LR 17-020)*

6. CRANE CERTIFICATION

This pay is available for employees in the following classifications: Heavy Equipment Operators, Line Equipment Operator, Material Specialists, Vehicle Mechanics Series or any other classifications required to maintain a crane certification as listed in Appendix A. (Revised 1/1/2026)

All employees required to maintain a crane certification and be eligible to receive the crane premium will be at management's discretion. The pay range for employees who are certified crane operators shall be **\$1.00/hour** higher than the regular straight time hourly rate of pay for their classification. *(Revised 1/1/2026)*

- **Certified employees assigned Swing Cab Telescopic Crane work in the field/offsite, shall be paid \$1.50/hour higher than the regular straight time hourly rate of pay for their classification. (Revised 1/1/2026)**
- Employees who obtain a *Swing Cab Telescopic Crane* certification/recertification will receive a wage premium and lump sum payment of \$1,500*. Employees must provide a certificate of completion in order to receive the lump sum payment.
- Employees who obtain an *Articulating Boom Crane* certification/recertification are not eligible for lump sum payment, only the wage premium.
- All employees with crane certification are required to maintain a Class A driver's license. The above crane premium will be paid in conjunction with the CDL premium listed in 3A and 3B to all employees that obtain a crane certification.

SMUD prefers to meet its need for crane operators on a voluntary basis. However, should the number of certified crane operators fall below operational needs, additional volunteers will be solicited among the work group. If sufficient volunteers are still not obtained, SMUD may require the least senior person in the class series at the work area to obtain and maintain a crane certificate (and endorsements where appropriate).

* Will be paid out effective with implementation of MOU for existing employees based on their most recent and active certificate.

7. NATIONAL INSTITUTE FOR AUTOMOTIVE SERVICE EXCELLENCE (ASE) CERTIFICATIONS (Revised 1/1/2026)

- A. This pay is available for employees in the following classifications: Lead Vehicle Mechanic, Senior Vehicle Mechanic, Vehicle Mechanic, Vehicle Attendant, Vehicle Maintenance Aid, Vehicle Mechanic Welder, Body Fender Mechanic, Vehicle Mechanic Apprentice. (Revised 1/1/2026)**
- B.** Fleet employees who have passed probation and obtain a certification, or re-certification, from one of the following certification series will be eligible for a lump sum payment of \$150 upon completion of the initial certification, or re-certification. Employees will be eligible to receive another \$150 per certification if all certifications in the series are

completed for a Master Certified status. Employees must provide a certificate of completion for each certification and for the Master Certified status in order to receive the lump sum payments. All lump payments for initial and re-certifications listed below shall apply. *(Revised 1/1/2022 per LR 18-004)*

Certification Series eligible for the lump sum payments:

- Automobile and Light Truck Certification (A1-A9 Series)
 - \$150 lump sum payment for each A1-A9 certification examination
 - \$1,350 additional lump sum payment once A1-A9 series certification is completed for Master Certified status
- Medium-Heavy Truck Certification (T1-T8 Series)
 - \$150 lump sum payment for each T1-T8 certification examination
 - \$1,200 additional lump sum payment once T1-T8 series certification is completed for Master Certified status
- Collision Repair & Refinish Certification (B2-B5 Series)
 - \$150 lump sum payment for each B2-B5 certification examination
 - \$600 additional lump sum payment once B2-B5 series certification is completed for Master Certified status
- Advanced Engine Performance Specialist Certification (L1, L2, L3, L4)
 - \$150 lump sum payment for each L1, L2, L3, L4 certification examination
 - While this certification does not have a Master Certified status, SMUD recognizes the benefits of having employees obtain all three certifications and will still provide an additional \$600 lump sum payment if all three L certifications are obtained

Fleet employees will be reimbursed for the test fees they pay for tests they successfully pass in accordance with SMUD's Reimbursement Policy, Management Procedure 03.02.02.101. Fleet employees are eligible for the Master Certified status lump sum upon completion then upon renewal.

The parties agree to meet and confer by December 31, 2026, to discuss the future of Electric Vehicles, impacts to Fleet personnel, and any training or certification required with respect to vehicle maintenance on electric vehicles. *(Revised 1/1/2026)*

8. HELICOPTER PREMIUM PAY *(Revised 1/1/2026)*

A. This pay is available for employees in the following classifications: Lineman/woman Series.

Qualified personnel doing helicopter line work will short haul from a helicopter to perform maintenance and construction work on towers, structures, and/or related conductors or hardware. This work may be performed on both energized and de-energized circuits.

To be qualified for helicopter line work, employees must have successfully completed a training class specific to the task being performed and meet appropriate FAA regulation weight

limitation requirements. This work would not include helicopter inspections or patrols of SMUD facilities.

SMUD will pay a premium to linemen/women who perform helicopter line work. The premium will be **7%** per hour above the current wage rate in the Lineworker Series. The premium will be paid from the start of the day's assignment to the end of the day's assignment. These employees will continue to be eligible for other appropriate premiums while they are performing such work. *(Revised 1/1/2026)*

Employees who are in the lineworker series are eligible to volunteer for helicopter line work. Helicopter line work assignments will be made based upon previous tower work experience and on seniority. The list for volunteers will be updated every two years or as needed.

- B. Helicopter operations that do not involve line work as identified above, SMUD will pay a premium. The premium will be 2.5% per hour above the current wage rate for any employee that is involved in or associated with any work that requires the use of a helicopter. If the work involved requires the employee to be "human external cargo" they will receive a 7% premium.**

This pay is available for employees in the following classifications: Heavy/Line Equipment Operators and Assistants, Hydrography Field Techs Series, Hydro Stationary Engineers Series, Hydro Mechanic Series, Hydro Operators Series, Hydro Electricians Series and Telecom Tech Series.

The premium will be paid from the start of the day's assignment to the end of the day's assignment. These employees will continue to be eligible for other appropriate premiums while they are performing such work. *(Revised 1/1/2026)*

ARTICLE 5

BASIC AND ALTERNATIVE WORK SCHEDULES

1. INTRODUCTION

The normal workweek for full-time employees is 40 hours. Part-time employees normally work less than 40 hours per week on a regular or services-as-needed schedule.

2. BASIC WORK SCHEDULES

A. Normal Work Schedule

Employees' normal work schedule is an 8-hour workday, Monday through Friday, with a scheduled lunch period approximately midway through the regular workday.

B. Established Work Schedule

An employee's established work schedule is consistent with the normal operation of their division or department. An employee's schedule may be changed to:

- 1) Provide better service to customers or other work units.
- 2) Stagger working hours to alleviate traffic congestion.
- 3) Reflect seasonal changes in daylight hours or temperature conditions
- 4) Provide extended coverage for maintenance, testing, and operating activities.
- 5) Reflect the desires of employees in a work unit (with supervisory approval).

Established work schedules will not be changed arbitrarily.

C. Special Work Schedules

Special work schedules are different from the normal work schedules. They include, but are not limited to, the following:

- 1) Tuesday through Saturday schedules (may be assigned to employees in rotation).
- 2) Schedules that require working one-half day on Saturday with an equivalent number of hours off during the same week.
- 3) Schedules of special shift employees to maintain a watch. This includes such employees as Power System Operators, Distribution System Operators, Troubleshooters.

Other special schedules may be established when employees are assigned work, which cannot be performed with a normal work schedule.

D. Emergency Relief Schedule

If an employee is classified to perform the duties of emergency relief as Power System Operator, Distribution System Operator, Extra/Relief Troubleshooter, or other similar position, or if they are assigned as a relief operator, they will be available for duty in revolving shifts on any day of the week. They can be assigned for the relief of any shift without advance notice.

E. Change In Schedule

Hours of work may be changed by mutual agreement of SMUD and the particular employees involved. When done for the convenience of the employees, overtime policies would not apply.

Nothing in SMUD policy prohibits an employee from being assigned to work outside of their work schedule or from being transferred from one schedule to another, provided they are paid in accordance with SMUD's applicable overtime policies.

3. ALTERNATIVE WORK SCHEDULES

A. 9/80 Shifts

1) Work Schedule

The bi-weekly work schedule will consist of 8 days at 9 hours per day and one day at 8 hours per day and will be paid at the straight-time rate.

Normal "off days" under the 9/80 schedule will be either Monday or Friday. A workweek that allows the day off to fall on a day other than a Monday or Friday may be arranged as an exception with the concurrence of the employee, the Union and the Department Director.

Employee requests for changes from one work schedule or pattern to another must be approved by the appropriate Department Director and can only be done during the semi-annual open enrollment period (either in the month of February to be effective the first pay period in April, or in July to be effective the first pay period in September). Open enrollment months may only be changed by mutual agreement between the Union and SMUD. Where special circumstances warrant an exception, an employee's schedule may be changed outside of the open enrollment period with the approval of the Department Director.

Shift changes are to be minimized. Shift changes for less than full workweeks are not considered an official change in shift, and the provisions of this Article regarding shift changes will apply.

- a) All IBEW represented employees (*Revised 1/1/2013*)
Any weekday will be considered the employee's normal shift day (i.e., 9 or 10 hour). Saturday and Sunday will be considered an 8-hour shift day.

2) Lunch Period

A minimum one-half hour unpaid lunch period will be scheduled approximately midway through the workday, and on an employee's split day, the unpaid lunch period shall be taken after at least halfway through the shift. (*Revised 1/1/2022*)

3) Participation

- a) Eligibility for participation will be determined by the appropriate Department Director based on the operational requirements of the department.
- b) Participation in the 9/80 work schedule is voluntary.

4) Continuation of 9/80 Schedule

The 9/80 Schedule will only be continued with mutual agreement between SMUD and the Union. The 9/80 Schedule may be discontinued upon the request of either SMUD or the Union. After an official request has been made in writing to discontinue the 9/80 Schedule, a 30-day cooling-off period will be observed prior to the actual termination date of the schedule. It is the intention of SMUD and the Union to work together to resolve any unforeseen problems that may arise in administering the 9/80 Schedule. It is recognized that some departments have established unique guidelines for policy interpretation in crew situations. These guidelines must be reviewed and modified as appropriate jointly by the Union and Department Director.

B. 4/10 Shifts

1) Work Schedule

The work schedule will consist of 4 days at 10 hours per day and will be paid at the straight-time rate. (*Revised 1/1/2022*)

The normal work schedule will be Monday through Thursday, or Tuesday through Friday, with either Mondays or Fridays as the off day. A workweek that allows the day off to fall on a day other than Monday or Friday may be arranged as an exception with the concurrence of the employee, the Union, and the Department Director. (*Revised 1/1/2022*)

Employee requests for changes from one work schedule or pattern to another must be approved by the appropriate Department Director and can only be done during the semi-annual open enrollment period (either in the month of February to be effective the first pay period in April, or in July to be effective the first pay period in September). Open enrollment months may only be changed by mutual agreement between the Union and SMUD. Where special circumstances warrant an exception, an employee's schedule

may be changed outside of the open enrollment period with the approval of the Department Director.

Shift changes are to be minimized. Shift changes for less than full workweeks are not considered an official change in shift, and the provisions of this Article regarding shift changes will apply.

a) All IBEW Represented Employees (*Revised 1/1/2013*)

Any weekday will be considered the employee's normal shift day (i.e., 9 or 10 hour). Saturday and Sunday will be considered an 8-hour shift day.

2) Lunch Period

A minimum one-half hour unpaid lunch period will be scheduled approximately midway through the workday.

3) Participation

a) Eligibility for participation will be determined by the appropriate Department Director based on the operational requirements of the department.

b) Participation in the 4/10 work schedule is voluntary.

4) Continuation of 4/10 Schedule

The 4/10 Schedule will only be continued with mutual agreement between SMUD and the Union. The 4/10 Schedule may be discontinued upon the request of either SMUD or the Union. After an official request has been made in writing to discontinue the 4/10 Schedule, a 30-day cooling-off period will be observed prior to the actual termination date of the schedule. It is the intention of SMUD and the Union to work together to resolve any unforeseen problems that may arise in administering the 4/10 Schedule. It is recognized that some departments have established unique guidelines for policy interpretation in crew situations. These guidelines must be reviewed and modified as appropriate jointly by the Union and Department Director.

C. 12-Hour Shift

1) Each group that has rotating 12-hour shift requirements will prepare and post in the work area an annual shift schedule. This schedule will be posted prior to January first of each year. **The current 12-hour rotating shift is memorialized in 10 below. (*Revised 1/1/2026*)**

2) Shift schedules shall be designed such that no employee shall be regularly required to work more than 5 consecutive 12-hour days during any one workweek.

When business circumstances dictate the need for additional consecutive days, SMUD will ask for volunteers prior to making the additional days mandatory.

- 3) "Workweek" shall be defined as a 7 consecutive day period starting at midnight on Friday unless otherwise established in writing by the meet and confer process. *(Revised 1/1/2022)*
- 4) During an outage, overhaul or when scheduled for training, an employee may be temporarily assigned to another schedule (e.g., 4/10, 9/80, 5/40) to meet that business requirement.
- 5) Personnel on 12-hour shifts and relief shifts will not observe a lunch period, but will eat their meal on SMUD time.
 - a) Training shifts will observe a one-half hour unpaid lunch period.

6) **Shift Changes**

Shift changes are to be minimized. Shift changes for less than full workweeks are not considered an official change in shift, and the provisions of this Article regarding shift changes will apply.

7) **Benefits**

All benefits that are currently based on an employee's base rate of pay will continue to be based on a 40-hour workweek rate. Benefits that are currently based on an employee's actual earnings will be so determined.

8) **Relief Crew**

If scheduled to work as part of a relief crew, employees will be guaranteed 40 hours pay for that workweek.

Employees on the relief crew will be given a minimum of 12 hours off between shifts. If employees do not receive 12 hours off between shifts, they will be paid the applicable overtime pay rate for those hours worked that encroach upon the 12-hour shift requirements.

9) **Continuation of the 12-Hour Shift**

The 12-hour shift schedule will be reviewed on a regular basis. Either SMUD or the Union may request to return to an 8-hour shift schedule at any individual location or all work locations by giving 60 days written notice should, in the opinion of either party, the 12-hour shift program adversely affect the operation of SMUD or the employees. It is the intention of SMUD and the Union to work together to resolve any difficulties or problems that may be encountered on the 12-hour shift rotation.

10) **Examples of a current rotation 12- hour Shift DSO, Lead DSO, Sr DSO and PSO Apprentice, Shift PSO, Shift Senior PSO**

PSO Apprentice, Shift PSO, Shift Senior PSO: Five pay period cycle consisting of two, five-week rotations with a relief shift occurring every 5th week. Rotation will consist of one week of three, 12-hour nights and one, 12-hour day, one week of three, 12-hour days, one week of three, 12-hour days, one week of four, 12-hour nights, and one relief week of four, 10-hour days (see example). (Revised 1/1/2026)

PSO APPRENTICE, SHIFT PSO, SHIFT SENIOR PSO 5 WEEK ROTATING SCHEDULE								
Pay Period / Wk	Rotation Cycle (Hrs)	SAT	SUN	MON	TUE	WED	THU	FRI*
PP 1, WK 1	Sat - Mon NIGHTS, Fri DAY (12)	12	12	12				12*
PP 1, WK 2	Sat - Mon DAYS (12)	12	12	12				
PP 2, WK 1	Tues - Thurs DAYS (12)				12	12	12	
PP 2, WK 2	Tues - Fri NIGHTS (12)				12	12	12	12*
PP 3, WK 1	Mon - Thur DAY Relief (10)			10	10	10	10	
PP 3, WK 2	Sat - Mon NIGHTS, Fri DAY (12)	12	12	12				12*
PP 4, WK 1	Sat - Mon DAYS (12)	12	12	12				
PP 4, WK 2	Tues - Thurs DAYS (12)				12	12	12	
PP 5, WK 1	Tues - Fri NIGHTS (12)				12	12	12	12*
PP 5, WK 2	Mon - Thur DAY Relief (10)			10	10	10	10	

Senior DSO: Bi-weekly rotation including one week of four, 10-hour days and one week of four, 12-hour days (see example).

SENIOR DSO Bi- Weekly Rotation								
Pay Period / Wk	Rotation Cycle (Hrs)	SAT	SUN	MON	TUE	WED	THU*	FRI*
PP 1 - Wk 1	M-TH (10hr)			10	10	10	10	
PP 1 - Wk 2	M-Th (12hr)			12	12	12	12*	
PP 1 - Wk 1	M-Th (12hr)			12	12	12	12*	
PP 1 - Wk 2	M-TH (10hr)			10	10	10	10	
PP 1 - Wk 1	T-FRI (10hr)				10	10	10	10
PP 1 - Wk 2	T-FRI (12hr)				12	12	12	12*
PP 1 - Wk 1	T-FRI (12hr)				12	12	12	12*
PP 1 - Wk 2	T-FRI (10hr)				10	10	10	10

Lead DSO: Five pay period cycle consisting of two, five-week rotations with a relief shift occurring every fifth week. Rotation will consist of one week of three, 12-hour days, one week of four, 12-hour days, one week of three, 12-hour nights, one week of four, 12-hour nights, and one relief week of five, 8-hour days (see example).

LEAD DSO 5 Week Rotation								
Pay Period / Wk	Rotation Cycle (Hrs)	SAT	SUN	MON	TUE	WED	THU*	FRI
PP 1, WK 1	M, T, F (12) DAYS			12	12			12
PP 1, WK 2	Sat, Sun, W, TH DAYS (12)	12	12			12	12*	
PP 2, WK 1	M, T, F (12) NIGHTS (12)			12	12			12
PP 2, WK 2	Sat, Sun, W, TH NIGHTS (12)	12	12			12	12*	
PP 3, WK 1	Relief M-F DAYS (8)			8	8	8	8	8
PP 3, WK 2	M, T, F (12) DAYS			12	12			12
PP 4, WK 1	Sat, Sun, W, TH DAYS (12)	12	12			12	12*	
PP 4, WK 2	M, T, F (12) NIGHTS (12)			12	12			12
PP 5, WK 1	Sat, Sun, W, TH NIGHTS (12)	12	12			12	12*	
PP 5, WK 2	Relief M-F DAYS (8)			8	8	8	8	8

DSO I/II: A nine pay period cycle consisting of two, nine-week rotations with a relief shift occurring every ninth week. Rotation will consist of two weeks of three, 12-hour days, two weeks of four, 12-hour days, two weeks of three 12-hour nights, two weeks of four, 12-hour nights, and one relief week of five, 8-hour days (see example).

DSO I/II 9 Week Rotation								
Pay Period / Wk	Rotation Cycle (Hrs)	SAT	SUN	MON	TUE	WED	THU*	FRI
PP 1, WK 1	M, T, F (12) DAYS			12	12			12
PP 1, WK 2	Sat, Sun, W, TH DAYS (12)	12	12			12	12*	
PP 2, WK 1	M, T, F (12) NIGHTS (12)			12	12			12
PP 2, WK 2	Sat, Sun, W, TH NIGHTS (12)	12	12			12	12*	
PP 3, WK 1	M, T, F (12) DAYS			12	12			12
PP 3, WK 2	Sat, Sun, W, TH DAYS (12)	12	12			12	12*	
PP 4, WK 1	M, T, F (12) NIGHTS (12)			12	12			12
PP 4, WK 2	Sat, Sun, W, TH NIGHTS (12)	12	12			12	12*	
PP 5, WK 1	Relief M-F DAYS (8)			8	8	8	8	8
PP 5, WK 2	M, T, F (12) DAYS			12	12			12
PP 6, WK 1	Sat, Sun, W, TH DAYS (12)	12	12			12	12*	
PP 6, WK 2	M, T, F (12) NIGHTS (12)			12	12			12
PP 7, WK 1	Sat, Sun, W, TH NIGHTS (12)	12	12			12	12*	
PP 7, WK 2	M, T, F (12) DAYS			12	12			12
PP 8, WK 1	Sat, Sun, W, TH DAYS (12)	12	12			12	12*	
PP 8, WK 2	M, T, F (12) NIGHTS (12)			12	12			12
PP 9, WK 1	Sat, Sun, W, TH NIGHTS (12)	12	12			12	12*	
PP 9, WK 2	Relief M-F DAYS (8)			8	8	8	8	8

Note: DSO I on training schedules will be assigned a 9/80 schedule as defined in Section 3.

***Regularly scheduled overtime shift**

This provision applies exclusively to employees in the PSO and DSO classifications who have regularly scheduled overtime incorporated into their shifts, and only on the specific days when those hours are designated as part of the regular schedule. (Revised 1/1/2026)

4. CHANGE IN SHIFT

Work schedules and shifts may be changed based on SMUD requirements. An official change in shift occurs if employees are permanently or temporarily transferred to a new work schedule or shift for one workweek or more. Exception: See Subsection B below.

A change in shift does not occur if an employee's work hours are extended by an early call in, or they are asked to work beyond their regular work hours.

A change in shift does not occur if an employee's work hours are changed at the employee's request or for the employee's convenience.

A. Shift Change For One Workweek Or More

- 1) If employees are transferred to a new work schedule or shift for one workweek or more, they will:
 - a) Be given at least 24 hours' notice in advance of the new starting time, and
 - b) Have a minimum of 12 hours off between shifts, and
 - c) Be required to work no more than 40 hours at the straight-time rate of pay in the calendar week. (Revised 1/1/2022)
- 2) If employees do not receive 24 hours' notice or 12 hours off between shifts, they will receive the applicable overtime pay rate for those hours worked which encroach upon the 24-hour notice or the 12-hour shift requirements, whichever is greater.
- 3) Normal overtime, overtime meals, travel time, and rest period provisions will apply to the employee's newly scheduled shift as if it was their regular working hours.

B. Shift Change For Less Than One Workweek

Shift changes for less than full workweeks are not considered an official change in shift. Employees will be compensated at the applicable overtime rate for all hours worked outside their regular work hours. Exception: Shift changes for less than full workweeks for static swing and night shift employees will be considered an official change in shift and will not be compensated at the applicable overtime rate for all hours worked outside their regular work hours if the following provisions are met:

1. Management provides at least two weeks' notice of the shift changes;

2. Management does not exceed three different shift changes for less than one workweek in a quarter.

For example, Fleet management can change their static night shift employees' shifts for less than one workweek on three different occasions within a quarter without compensating employees at the applicable overtime rate if the provisions noted above are met. This flexibility will assist management in scheduling SMUD and vendor training, and work group events. *(Revised 1/1/2018 per LOA)*

5. **RETURN TO REGULAR WORK SCHEDULE**

When employees return to their regularly scheduled work hours, they will be compensated at their straight-time rate of pay for work performed during their regular work hours. Employees will also have a minimum of 12 hours off between shifts.

If employees do not receive 12 hours off between shifts, they will be paid the applicable overtime pay rate for those hours worked that encroach upon the 12-hour shift requirements.

6. **LUNCH PERIODS**

A. **Regular Lunch Period**

Unless employees are special shift employees, they have a scheduled lunch period approximately midway through their established work schedule.

Special shift employees are permitted to eat their meal on SMUD time during regularly scheduled work hours.

B. **Change In Lunch Period**

- 1) An employee's regular lunch period may be advanced or delayed one hour or less, without the payment of overtime, for any of the following reasons:
 - a) When work on facilities serving a customer can most conveniently be performed during the employee's lunch period.
 - b) When work must be performed because of an interruption of utility service or other emergency.
 - c) When work must be performed to eliminate a hazard to life or property.
 - d) When the foreman/woman and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period.
- 2) If an employee's lunch period is advanced or delayed more than one hour due to any of the first 3 reasons above, they will be paid at the applicable overtime rate for the time worked during their normal lunch period. The employee will be provided reasonable time to eat their lunch on SMUD time.

ARTICLE 6

ON-CALL PAY

1. INTRODUCTION

Employees in classifications addressed in this article are required to be on-call for emergency response. Employees in classifications not addressed in this article are not required to be on-call.

2. GENERAL ON-CALL PROVISIONS

The following provisions are applicable to all classifications that are required to be on-call. Classification specific provisions are addressed in separate sections or Side Letters of Agreement; **however, where side letter agreements are silent, general on call provisions will apply. (Revised 1/1/2026)**

- A. Normally on-call will span a period of 7 consecutive days.
- B. The appropriate supervisor is responsible for calling employees.
- C. Employees will be allowed to trade assignments at any time up until the on-call period has begun. Once the on-call period has begun, employees may have another employee cover a portion of the assignment with supervisory approval.
- D. Employees on-call will be compensated at the rate of two (2) hours of their regular, straight-time base rate of pay for each weekday on-call.

Employees on-call will be compensated at the rate of four (4) hours of their regular, straight-time base rate of pay for each Saturday and Sunday. *(Revised 1/1/2022)*

Employees on-call will be compensated at the rate of six (6) hours of their regular, straight-time base rate of pay for SMUD paid holiday on-call. *(Revised 1/1/2022)*

- E. Employees on-call are required to be fit for duty and available to report to work in a reasonable amount of time.
- F. All applicable overtime provisions will apply if the on-call employee is required to respond.
- G. Employees on-call will be provided with a cell phone, at the request of the employees. *(Revised 1/1/2022)*

H. **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee's regular on call shift, an additional 2 hours of on-call pay shall be granted for the duration of the short-notice on-call period.**

1. **Employees on short notice on-call will be compensated at the rate of two (2) hours of pay at the regular straight time rate for each weekday assigned on call.**
2. **Employees on short notice on-call will be compensated at the rate of four (4) hours of pay at the regular straight time rate for each Saturday and Sunday**
3. **Employees on short notice on-call will be compensated at the rate of six (6) hours of pay at the regular straight time rate for each SMUD paid holiday so assigned.**
4. **Such assignments will be for one day and be defined by the employee's classification and departments regularly worked on call hours. *(Revised 1/1/2026)***

3. **DISTRIBUTION SYSTEM OPERATORS**

See Side Letter of Agreement LR 16-032

4. **TELECOMMUNICATIONS TECHNICIANS**

- A. Employees in the following classifications in the Telecommunications Unit and the Telephone Services Unit may be subject to on-call:
 - Senior Telecommunications Technician
 - Telecommunications Technician
- B. On-call will span a period of 7 consecutive days, from 0730 hours Tuesday through 0730 hours the following Tuesday.
- C. SMUD will seek volunteers for on-call assignments. Assignments will be made on the basis of employee preference.
- D. If there are insufficient volunteers for an on-call period, employees will be appointed. An employee who has been on-call without volunteering cannot be appointed again until all employees have served a required on-call period.
- E. Volunteers may be called to work alongside the on-call employee for on the job training purposes. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist. Assisting employees will be sought from the volunteer list first unless specific expertise is required.
- F. In addition to being provided a cell phone and pager, employees in the Telephone Services Unit should be provided with a laptop computer furnished with a modem and appropriate software to access the supported systems.

5. LINE CONSTRUCTION CLASSIFICATIONS

A. Foreman/woman, Fault Locator, and Line Equipment Operator Regular On-call

Employees in the following classifications will be subject to the following regular on-call provisions:

- Line Construction Foreman-woman
 - Line Foreman-woman, Light
 - Line Sub foreman-woman
 - Fault Locator
 - Line Equipment Operator
- 1) An on-call schedule will be established that rotates assignments among employees in the above classifications.
 - a. At the end of each calendar year the schedule will be rotated so that the same crews don't have on-call on the same holidays every year.
 - b. For crew stability, the on-call crew will consist of the Foreman's regular assigned crew. *(Revised 1/1/2013)*
 - c. The start of the on-call assignment will be effective at the start of shift on Monday and end the start of shift on the following Monday.
 - 2) The two on-call line foremen/women will alternate trouble calls during their respective week starting with the first foreman/woman listed on the schedule. However, if the on-call supervisor determines that the crew already out can handle a subsequent trouble call, the foreman/woman and crew will not be called.

When additional personnel are needed when both the "A" and "B" crews are either already working and/or are on a rest period, the On-call Supervisor will call the next on-call foreman on the on-call rotation sheet. If the next foreman on the on-call rotation sheet is unable to respond, the supervisor will continue calling the next foreman in line.

Example: "C" foreman unavailable, "D" foreman gets the next call and so forth.

The foreman/woman informs supervisor of regular crew members called out. If additional line hands are needed due to the size of the job and/or not all regular crew members are able to respond, then the supervisor will check the emergency signup sheet to fill vacancies. If the supervisor is unable to fill the crew from the emergency signup sheet, then the supervisor will go to the emergency hours list and fill the crew starting with personnel in the classification required with the least amount of total overtime hours. *(Revised 1/1/2018 per LOA)*

When emergency work slows down, crews not on call will be released first.

- 3) In addition to being provided a cell phone, Foremen will be provided with a SMUD vehicle equipped with a radio. *(Revised 1/1/2013)*
- 4) When the on-call employee has made arrangements for another employee to take their calls, both the scheduled and the replacement employee are responsible for notifying the on-call Foreman about the substitution arrangements. The substitute foreman/woman will utilize the crew assigned to the scheduled on-call foreman/woman for all overtime work. The Foreman is responsible for notifying the on-call Supervisor of the change in employee. *(Revised 1/1/2013)*
- 5) The dispatcher is responsible for keeping the on-call supervisor informed of all after-hours activity including changes in location, and the need for additional tools, equipment, or personnel. The on-call supervisor is responsible for providing the necessary support personnel.
- 6) The on-call Supervisor shall call out the on-call Foreman(s) when emergency work is required. The on-call Foreman(s) shall call out their crew. *(Revised 1/1/2013)*
- 7) Employees who are on-call must notify the on-call supervisor if they are unable to meet their on-call responsibilities because of a personal emergency. Once notified, the on-call supervisor must decide if they need to fill behind the absent employee.

If so, they will contact employees on the schedule (in appropriate order) seeking a volunteer to cover the remainder of the on-call assignment. The volunteer replacement will maintain their position on the schedule.

- 8) On-call crews are eligible for Prearranged Overtime work on their ADO and on Saturdays as a crew, as long as, customer service is not hindered or impacted.
- 9) Employees can volunteer to be placed on a weekly volunteer roster. This roster will be ranked from the ranked overtime list.

B. Lineman-woman, Apprentice and Pre- Apprentice Regular On-call

Employees in the following classifications will be subject to the following regular on-call provisions:

- Lineman-woman
- Apprentice Lineman-woman
- Pre-Apprentice Lineman-woman

- 1) An on-call schedule will be established that rotates on-call assignments among employees in the above classifications. The crew assignments will be to the employees' normal on-call foreman/woman's assigned crew.
 - a. At the end of each calendar year the schedule will be rotated so that the same crews don't have on-call on the same holidays every year.
 - b. For Crew stability, the on-call crew will consist of the crew's core group of five (5).

- c. The start of the on-call assignment will be effective at the start of shift on Monday and end the start of shift on the following Monday.
- d. When additional personnel are needed when both the “A” and “B” crews are either already working and/or are on a rest period, the On-call Supervisor will call the next on-call foreman on the on-call rotation sheet. If the next foreman on the on-call rotation sheet is unable to respond, the supervisor will continue calling the next foreman in line.

Example: “C” foreman unavailable, “D” foreman gets the next call and so forth.

The foreman/woman informs supervisor of regular crew members called out.

- e. If additional line hands are needed due to the size of the job and/or not all regular crew members are able to respond, then the supervisor will check the emergency signup sheet to fill vacancies. If the supervisor is unable to fill the crew from the emergency signup sheet, then the supervisor will go to the emergency hours list and fill the crew starting with personnel in the classification required with the least amount of total overtime hours. *(Revised 1/1/2013)*
 - f. When emergency work slows down, crews not on call will be released first.
- 2) Employees can volunteer to be placed on a weekly volunteer roster. This roster will be ranked from the ranked overtime list.
 - 3) Employees who volunteer and are not assigned to an on-call crew remain on the weekly volunteer roster, but the General On-call Provisions do not apply.
 - 4) Employees will be allowed to trade or arrange for a qualified, equivalent substitute to take their calls. Apprentices hired after May 31, 2005, will be required to serve their on-call during the regular rotation unless excused by their supervisor in coordination with the Training Coordinator. Both the scheduled and the replacement employee are responsible for notifying the on-call supervisor about the substitution arrangements. The on-call supervisor is responsible for notifying the on-call foreman/woman concerning the substitution.
 - 5) If the job requires staffing above the normal on-call crew, the on-call supervisor will call necessary employees from the weekly volunteer roster in appropriate order.
 - 6) Additional crew members beyond the normal crew size will be assigned by the on-call supervisors from the appropriate list. After the voluntary list has been exhausted, the on-call supervisor may elect to call any qualified employee to respond. *(Revised 1/1/2013)*
 - 7) On-call crews are eligible for Prearranged Overtime work on their ADO and on Saturdays as a crew, as long as, customer service is not hindered or impacted

C. Short Notice On-call

During storms, earthquakes, and other emergency situations when management has determined that the regular on-call staffing is inadequate to meet the operational (power restoration) needs of SMUD, employees working in Distribution Services, Line, will be subject to the following short notice on-call provisions:

- 1) To this end, employees who have volunteered for short notice shall be offered on a crew basis to the next on-call crew in rotation. If a full crew is not available, the crew shall find their own replacements according to the rules for emergency on-call replacement. If the crew is not available to work, the next crew up in the rotation will be offered the short notice on-call. *(Revised 1/1/2013)*
- 2) **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee's regularly worked on call shift, an additional 2 hours of on-call pay shall be granted for the duration of the short-notice on-call period. *(Revised 1/1/2026)***

Such assignments will be for one day **and be defined by the employee's classification and departments regularly worked on call hours. *(Revised 1/1/2026)***

- 3) Employees assigned will be provided with a cell phone, at the request of the employees. *(Revised 1/1/2022)*
- 4) Short notice on-call employees are required to remain fit for duty, be reachable by phone, and be available to report to work in a reasonable amount of time.
- 5) Short notice on-call assignments are intended to meet a short-term staffing need, and as such, they are not expected to last for more than 6 consecutive days.
- 6) Employees on short notice on-call will receive two (2) hours of pay at the regular straight time rate for each weekday so assigned.

Employees on short notice on-call will receive four (4) hours of pay at the regular straight time rate for each Saturday and Sunday. *(Revised 1/1/2022)*

Employees on short notice on-call will receive six (6) hours of pay at the regular straight time rate for each SMUD paid holiday so assigned.

- 7) All applicable overtime provisions will apply if the on-call employee is required to respond.

6. GAS OPERATIONS CLASSIFICATIONS

A. Employees in the following classifications in Gas Operations will be subject to on-call:

- Gas Foreman/woman, Light
- Gas Pipeline Fieldperson

- Gas Control Technician (*Revised 1/1/2013*)
- B. On-call will be rotated among appropriate employees to assure equitableness. In the event a scheduled on-call employee is unable to perform his/her duties, the on-call assignment will first be assigned to an appropriate employee with the lowest overtime hours actually worked over the previous 12-month period. (*Revised 1/1/2013*)
 - C. In addition to being provided a cell phone, employees will be provided with a SMUD vehicle and radio. The SMUD vehicle will be provided for the on-call period only. (*Revised 1/1/2013*)
 - D. Typically, employees who are on-call will be dispatched by the Power System Operator (PSO) or the GPO On-Call supervisor to report to the site of the indicated problem and assess the nature of the problem. After safely securing the site, the on-call employee will notify the PSO of the status of the situation. In the event that additional resources may be needed to resolve the situation, the on-call employee will make those recommendations to the PSO. (*Revised 1/1/2013*)

7. HAZARDOUS WASTE CREW

- A. Employees in the following classifications may be subject to on-call:
 - Hazardous Waste Foreman-woman, Light
 - Hazardous Waste Technician
- B. On-call assignments will be limited to one employee during any on-call period. During an on-call period, Hazardous Waste Technician employees will be temporarily upgraded to the Hazardous Waste Foreman-woman, Light classification for the duration of any call out response required. Additionally, the compensation paid for being on-call, will be paid at the Hazardous Waste Foreman-woman, Light rate.
- C. In addition to being provided a cell phone, employees will be provided with a SMUD vehicle equipped with a radio. SMUD vehicle will be provided for the on-call period only.

8. WAREHOUSE OPERATIONS

- A. Employees in the classification of Material Specialist in Warehouse Operations assigned to East Campus Operations Center will be subject to on-call.
 - All Material Specialists
 - All Material Specialists/Crane certified
- B. Two separate On-call Rosters will be established that rotates assignments among employees, one for Material Specialists and one for Material Specialist with Crane certification, who have volunteered for On-call. The assignments will be rotated to assure equitableness.
- C. On-call will span a period of 7 calendar days beginning at the start of shift on Monday and end the start of shift the following Monday.

- D. Only one employee will be on call on any on-call period. If additional staffing is required, the on-call supervisor will call out the next person on the schedule until the appropriate help is secured, i.e., crane operator, class "A" driver, etc.
- E. On-call personnel will be provided a cell phone.
- F. Volunteers shall be allowed to temporarily remove themselves from the on-call list under the following conditions.
 - Regular scheduled attendance for educational purposes with advanced notice.
 - Participation in civic or religious activities with advanced notice.
- G. Employees will be allowed to trade or arrange for a qualified, equivalent substitute to take their calls. Both the scheduled and the replacement employee are responsible for notifying the On-call Supervisor about the substitution arrangements.
- H. Employees who are on-call must notify the On-call Supervisor if they are unable to meet their on-call responsibilities because of a personal emergency. Once notified, the On-call Supervisor will assign an appropriate replacement from the on-call roster.
- I. On-call employees will not be available to work off site Pre-arranged Overtime.
- J. All applicable overtime provisions will apply if the on-call employee is required to respond.
- K. If the employee is called out, they should call the On-Call Supervisor after they have worked four (4) hours for further instructions.

Short Notice On-Call

During storms, earthquakes, and other emergency situations when management has determined that the regular on-call staffing is inadequate to meet the operational (power restoration) needs of SMUD, Material Specialists will be subject to the following short notice on-call provisions:

- Employees that have signed up for volunteer overtime will be requested first. Then remaining employees will be asked.
- If the short notice on-call requirements cannot be filled from volunteers then employees will be appointed starting with those who have the least amount of total overtime hours worked.
- Due to the severity of the emergency, SMUD may require 24 hour coverage at the Warehouse. In this event, volunteers with the lowest combined total overtime may be sent home and asked to report back at specific times. The on-call employee will have first choice of shift day or night.
- Employees assigned will be provided with a Cell Phone.
- Short notice on-call employees are required to remain fit for duty, be reachable by cell phone, and be available to report to work in a reasonable amount of time.
- **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee's regularly worked on call shift, an additional 2 hours of on-call pay shall be**

granted for the duration of the short-notice on-call period. Employees are also entitled to the hours under Article 6.2.D. Such assignments will be for one day and be defined by the employee's classification and departments regularly worked on call hours. (Revised 1/1/2026)

- Employees will not work longer than 15 consecutive hours at any given time including straight time and overtime hours combined.

Continuation of Shift

If continuation of shift is required, the on-call Employee will be asked to stay.

Exception

- Not qualified (Class A or Crane Operator)
- Work is being performed in the field by Warehouse staff. Example: A Warehouse delivery crew is out in the field and will not return by their scheduled end of shift the on-call employee will not be called out to finish this work. *(Revised 1/1/2022 per LR 15-014)*

9. CABLE LOCATORS

- A. Employees in the following classifications are subject to on-call: Cable Locators
- B. An on-call schedule has been established and will be updated using SMUD seniority.
- C. Scheduled on-call employees may offer their call to other qualified personnel on the schedule. The call shall be offered to each employee in the order that they are scheduled, until accepted. If no eligible employee accepts the call, then the scheduled Cable Locator must fulfill his or her on-call obligations.
- D. On-call personnel must report to the location of the emergency work within 2 hours of the call. The on-call Cable Locator will be assigned a SMUD vehicle to take home for the duration of the on-call assignment. *(Revised 1/1/2018 per LOA)*
- E. On-call overtime begins when the Cable Locator receives the call and ends when the locating work has been performed, and the Cable Locator returns directly home, and reports complete to the on-call Supervisor. *(Revised 1/1/2018 per LOA)*

10. SUBSTATION ELECTRICIANS

- A. Employees in the following classifications will be subject to on-call:
 - Substation Foreman-woman, Const
 - Substation Foreman-woman, Light
 - Substation Sub-foreman-woman
 - Electrician Journey Level
 - Electrician Apprentice
- B. On-call will span a period of seven (7) consecutive days from 0630 hours Tuesday through 0630 hours the following Tuesday.

- C. SMUD will seek volunteers for on-call assignments, for 1 foreman, 1 journeyman, and 1 apprentice/journeyman.
- One volunteer list will be prepared that encompasses all overtime, i.e., prearranged, emergency, and continuation.
 - The overtime list will use the year-to-date hours for ranking purposes.
 - Assignments will be made on the basis of employee preference.
 - If not enough volunteers are signed up for foreman; management may elect to accept a qualified volunteer journey level as a replacement instead of a mandatory assignment for a foreman.
- D. Volunteers will be requested in advance for a 12 week period. If more volunteers than are required sign up, personnel in each classification (Foreman, Electrician, and Apprentice) with the least Overtime hours worked will be chosen first.
- E. If there are insufficient volunteers for an on-call period, employees will be appointed. The employee with the least amount of WROC work hours will be mandated. An employee who has been on-call without volunteering cannot be appointed again until all employees in that classification have served an on-call period. To monitor this Mandated On-Call and Voluntary On-Call will be tracked separately.
- F. Volunteers may be called to work alongside the on-call employee for on the job training purposes. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist. Assisting employees will be sought from the current ranked overtime list first unless specific expertise is required.
- G. On-call Electricians may be provided cell phones.
- H. During the week of on call, foreman will have the option to take home their assigned SMUD vehicles.
- I. The straight time hours of on-call pay shall not be included in the overtime work hours accrued on the Substation/Network Overtime Report.
- J. Volunteers shall be allowed to temporarily remove themselves from the on-call list under the following conditions.
- Regular scheduled attendance for educational purposes with advanced notice.
 - Participation in civic or religious activities with advanced notice.
- K. Personnel on-call shall be allowed to work pre-arranged overtime on Saturday, Sunday and their Alternate Day Off (ADO).
- L. When response to an emergency is necessary during normal business hours, the provisions of Article 8.3.A of the MOU will guide management's actions.
- M. Normal response to an emergency call-out will require the services of the entire on-call crew, consisting of a 1-Foreman/wn, 1-Journey level Electrician, and 1-Apprentice or journey level Electrician. However, the following circumstances require the response of

only one on-call crew member, either a foreman/wn or journey level Electrician, although an Apprentice may be required to participate in the call for training purposes:

- RTU monitoring
- Substation monitoring
- Checking breakers in non-RTU package substations
- Manually control switching of non-RTU capacitors in package substations
- Switching transformer fans on “manual” for summer time max cooling

The employee with the least amount of overtime hours on the ranked overtime list will be selected on a rotating basis.

- N. During Storms, earthquakes, and other emergency situations when management has determined that the regular on-call Distribution Services Substation Electricians staffing is inadequate to meet the operational (power restoration) needs of the SMUD, Distribution Services Substation Electricians will be subject to the following short notice on-call provisions:
- It is the intent of the SMUD to satisfy the short notice on-call requirements by seeking volunteers. If the on-call requirements cannot be filled by volunteers, then employees will be appointed to be on-call in order of the employee’s position on the ranked overtime list.
 - **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee’s regularly worked on call shift, an additional 2 hours of on-call pay shall be granted for the duration of the short-notice on-call period. Employees are also entitled to the hours under Article 6.2.D. (Revised 1/1/2026)**
 - Such assignments will be for one day **and be defined by the employee’s classification and departments regularly worked on call hours. (Revised 1/1/2026)**
 - Employees assigned may be provided with a cell phone. *(Revised 1/1/2022 per LR 07-038)*

11. ELECTRICAL TECHNICIAN

- A. Employees in the following classifications are subject to on-call:
- Light Foreman
 - Senior Electrical Technicians
 - Journey Level Electrical Technicians
 - Apprentice Electrical Technicians with the Foreman and/or Supervisor approval.
- B. On-call will span a period of seven (7) consecutive days from 0630 hours Tuesday through 0630 hours the following Tuesday.
- C. SMUD will seek volunteers for on-call assignments. Assignments will be made on the basis of employee preference.
- D. If there are insufficient volunteers for an on-call period, employees will be appointed. An employee who has been on-call without volunteering cannot be appointed again until all

employees have served a required on-call period. To monitor this process, two (2) lists will be used to track MANDATED ON-CALL and VOLUNTARY ON-CALL.

- E. Volunteers may be called to work alongside the on-call employee for on the job training purposes. This will require prior approval from the On-Call Supervisor and/or Electrical Technician Foreman.
- F. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist. Assisting employees shall have the necessary expertise to assist with solving the problem.
- G. Electrical Technicians may be provided a cell phone with hands free speaker capability.
- H. During the week of on call, employees will have the option to take home their assigned SMUD vehicles
- I. The straight time hours of on-call pay shall not be included in the overtime work hours accrued on the Substation/Network Overtime Report.
- J. Volunteers shall be allowed to temporarily remove themselves from the on-call list under the following conditions.
 - Regular scheduled attendance for educational purposes *with advanced notice*.
 - Participation in civic or religious activities *with advanced notice*.
- K. If the total number of qualified Electrical Technicians for on-call drops below six (6) supporting personnel for an extended period of more than 1 month or a permanent leave condition, the on-call program *can no longer be supported*. At this time, On-Call for the Electrical Technician's Group will terminate immediately, until such time as the support exceeds six (6) qualified Electrical Technician's.
- L. Personnel on-call shall be allowed to work pre-arranged overtime on Saturday, Sunday and their Alternate Day Off (ADO).
- M. Utilize a rolling three (3) to six (6) month schedule.
- N. When response to an emergency is necessary during normal business hours, the provisions of Article 8.3 of the MOU will guide management's actions.
- O. Electrical Technician's will share work responsibility with the Electrician's for the following On-Call assignments:
 - RTU Monitoring
 - Substation Monitoring
 - Verifying breaker status in non – RTU substations.

Lead role for RTU watch will be determined by the Substation Overtime Document. If the Electrical Technician On-Call has the lesser hours, he/she will be contacted initially to verify their RTU watch availability.

In the event that an Electrical Technician is performing RTU watch and another SMUD emergency call occurs requiring his/her services, the On-Call Supervisor shall contact a member of the Substations On-call Electrician group to replace the Electrical Technician.

If the Electrical Technician is in the early stages of his/her RTU watch shift and the other SMUD emergency calls can be reconciled expediently, then the Electrical Technician shall be allowed to return to continue his/her RTU watch shift.

- P. During Storms, earthquakes and other emergency situations when management has determined that the regular on-call Grid Assets Substation Electrical Technician staffing is inadequate to meet the operation needs of SMUD, Electrical Technicians will be subject to the following short notice on-call provisions:
- It is the intent of SMUD to satisfy the short notice on-call requirements by seeking volunteers. If volunteers cannot fill the on-call requirements, then employees will be appointed to be on-call in order of the employee's position on the ranked overtime list.
 - **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee's regularly worked on call shift, an additional 2 hours of on-call pay shall be granted for the duration of the short-notice on-call period. Employees are also entitled to the hours under Article 6.2.D. (Revised 1/1/2026)**
 - Such assignments will be for one day **and be defined by the employee's classification and departments regularly worked on call hours. (Revised 1/1/2022 per LR 14-021) (Revised 1/1/2026)**

12. NETWORK CABLE SPLICER/ELECTRICIAN

- A. Employees in the following classifications will be subject to on-call:
- A. Any Network Cable Splicer/Electrician Foreman
 - B. Network Cable Splicer/Electrician Journey Level
 - C. Network Cable Splicer/Electrician Apprentice
- B. On-call will span a period of seven (7) consecutive days from 0630 hours Tuesday through 0630 hours the following Tuesday.
- C. An On-Call schedule will be established that rotates On-Call crew assignments so that the On-Call responsibilities are shared as equally as possible. A crew shall consist of no less than 1-Light Foreman, 1-Journeyman, and 1-Apprentice or 1- Journeyman. The crew shall consist of the same employees assigned to the crew during regular hours. For training purposes, management may assign additional personnel to the On-Call crew.
- D. At the end of each calendar year the crew assignments will be rotated so that the same crews do not have On-Call on the same holidays each year.
- E. The On-Call schedule will generally be established by seniority. The most senior foreman will select their first week of On-Call responsibility that will be followed by On-Call responsibility each 5th consecutive week. By seniority, each remaining foreman will select their respective 5 week rotation until all On-Call weeks have been scheduled. The following

year the 2nd most senior foreman will select first and the most senior foreman will select last.

- F. Employees will be allowed to trade or arrange for a qualified substitute to take their calls. Apprentices will be required to serve their on call during the regular rotation unless excused by their supervisor. Both the scheduled and replacement employee are responsible for submitting their request to the Network Asset Supervisor or the Manager, Substation Maintenance and Construction using the On-Call Replacement Form, SMUD Form 2637. The Network Asset Supervisor or the Manager, Substation Maintenance and Construction shall notify the On Call supervisor and On Call Foreman of any substitutions.
- G. If the scheduled On-Call crew does not have a full crew; volunteers will be solicited from the bi-weekly ranked overtime list.
- H. If the work requires staffing above the normal On-Call crew, the On-Call Supervisor will call the necessary employees from the bi-weekly ranked overtime list.
- I. In the event the On-Call crew cannot solve an emergency problem alone, other employees may be called to assist. Assisting employees will be sought from the current ranked overtime list.
- J. On-call Network Cable Splicer/Electricians will be provided cell phones upon request.
- K. During the week of on call, the foreman will have the option to take home their assigned SMUD vehicle.
- L. The On-Call Supervisor shall call out the On-Call Foreman and the respective crew members when emergency work is required.
- M. The straight time hours of On-Call pay shall not be included in the overtime work hours accrued on the Network Cable Splicer/Electrician Overtime Report.
- N. Crew members are allowed to temporarily remove themselves from the on-call list the following conditions.
 - 1. Regular scheduled attendance for educational purposes with advanced notice.
 - 2. Participation in civic or religious activities with advanced notice.
- O. On-Call employees are eligible for Prearranged Overtime work on their Alternate Day off (ADO) and on Saturdays, if approved by the Network Asset Supervisor or the Manager, Substation Maintenance and construction. If the On-Call employees are performing Prearranged Overtime work on their Alternate Day Off (ADO) or on a Saturday and a response to an emergency is necessary, generally the On-Call employees will shut down and make safe the Prearranged Work and transition to the emergency work. However, if after consulting with the on-site foreman, the On-Call Supervisor believes this transition cannot be done safely or may jeopardize system reliability or customer service, the On-Call Supervisor may elect to call other qualified employees to assist and determine who will

respond to the emergency and who will complete or shutdown the Prearranged Work. Assisting employees will be sought from the current ranked overtime list.

- P. If in the course of a regular work day, management determines that certain work should continue past regular work hours, management will decide if the crew working the job will continue into overtime or the On-Call crew will be called to continue the work.
- Q. When response to an emergency is necessary during normal business hours, the provisions of Article 8.3.A of the MOU will guide management's actions with the exception that the On Call Supervisor will decide whether the on call crew will respond to calls between 1300 and the end of regular business hours.
- R. During Storms, earthquakes, and other emergency situations when management has determined that the regular On-Call staffing is inadequate to meet the operational (power restoration) needs of SMUD, Grid Assets Network Cable Splicer/Electricians will be subject to the following short notice on-call provisions:
1. It is the intent of SMUD to satisfy the short notice on-call requirements by seeking volunteers. If the on-call requirements cannot be filled by volunteers, then employees will be appointed to be on-call in order of the employee's position on the ranked overtime list.
 - **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee's regularly worked on call shift, an additional 2 hours of on-call pay shall be granted for the duration of the short-notice on-call period. Employees are also entitled to the hours under Article 6.2.D. (Revised 1/1/2026)**
 - Such assignments will be for one day **and be defined by the employee's classification and departments regularly worked on call hours. (Revised 1/1/2026)**
 - Employees assigned will be provided with a cell phone if requested. *(Revised 1/1/2022 per LR 15-027)*

13. FACILITIES ELECTRICIANS

- A. Employees in the following classifications in the Facilities Unit may be subject to on-call:
- Facilities Electrician
 - Facilities Electrician Foreman
- B. On-call assignments will be limited to one employee during any on-call period. During an on-call period, Facilities Electrician employees will be compensated per the MOU at their current classification and temporarily upgraded to the Facilities Electrical Foreman-Woman Light classification for the duration of any call out response required. **Employees must complete their one-year probation for eligibility to be placed as primary on-call (see section H for on-call opportunities for employees still under probation). LR 22-004 (Revised 1/1/2026)**

- C. Typically, the on-call employee will receive a call from Security **or On-call Supervisor** using the posted on-call list. The on-call employee will decide if call needs to be handled after hours or can wait until normal business hours. If unsure, s/he can contact the on-call supervisor for clarification. *(Revised 1/1/2026)*
- D. Once the on-call employee decides to respond to a call, s/he will notify the on-call supervisor, advising him/her that s/he will be taking a call.
- E. SMUD will seek volunteers for on-call assignments. Assignments will be made on the basis of employee preference.
- F. If there are insufficient volunteers for an on-call period, employees will be appointed. An employee who has been on-call without volunteering cannot be appointed again until all employees have served a required on-call period.
- G. An on-call schedule will be established that rotates assignments among the work group.
 1. At the end of each calendar year the schedule will be rotated so that the same employees don't have on-call assignments on the same holidays every year.
 2. The start of the on-call assignment will be effective at the start of shift on Wednesday and end the start of shift on the following Wednesday.
- H. Volunteers may be called to work alongside the on-call employee for on the job training purposes with supervision's approval. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist with approval from the on-call supervisor. Assisting employees will be sought from the volunteer list first unless specific expertise is required.
- I. On-call employees may be provided a cell phone.
- J. Employees will have the option of taking a SMUD vehicle home or picking one up from the shop as needed.
- K. All overtime provisions from Article 7 of the MOU apply. *(Revised 1/1/2022 per LR 16-014)*

14. FACILITIES STATIONARY ENGINEERS

- A. Employees in the following classifications in the Facilities Unit may be subject to on-call:
 - Facilities Stationary Engineer II
 - Facilities Stationary Engineer Foremen II
- B. On-call assignments will be limited to one employee during any on-call period. During an on-call period, Facilities Stationary Engineer employees will be compensated per the MOU at their current classification and temporarily upgraded to the Facilities Stationary Engineer

Foreman-Woman Light classification for the duration of any call out response required. **Employees must complete their one-year probation for eligibility to be placed as primary on-call (see section H for on-call opportunities for employees still under probation). (Revised 1/1/2026 per LR 22-004)**

- C. Typically, the on-call employee will receive a call from Security **or On-call Supervisor** using the posted on-call list. The on-call employee will decide if call needs to be handled after hours or can wait until normal business hours. If unsure, s/he can contact the on-call supervisor for clarification. **(Revised 1/1/2026)**
- D. Once the on-call employee decides to respond to a call, s/he will notify the on-call supervisor, advising him/her that s/he will be taking a call.
- E. SMUD will seek volunteers for on-call assignments. Assignments will be made on the basis of employee preference.
- F. If there are insufficient volunteers for an on-call period, employees will be appointed. An employee who has been on-call without volunteering cannot be appointed again until all employees have served a required on-call period.
- G. An on-call schedule will be established that rotates assignments among the work group.
 - 1. At the end of each calendar year the schedule will be rotated so that the same employees don't have on-call assignments on the same holidays every year.
 - 2. The start of the on-call assignment will be effective at the start of shift on Wednesday and end the start of shift on the following Wednesday.
- H. Volunteers may be called to work alongside the on-call employee for on the job training purposes with supervision's approval. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist with approval from the on-call supervisor. Assisting employees will be sought from the volunteer list first unless specific expertise is required.
- I. In addition to being provided a cell phone, employees in the Stationary Engineer Unit shall be provided with a laptop computer furnished with a modem and appropriate software to access the supported systems.
- J. Employees will have the option of taking a SMUD vehicle home or picking one up from the shop as needed.
- K. All overtime provisions from Article 7 of the MOU apply. *(Revised 1/1/2022 per LR 16-014)*

15. HEAVY DUTY EQUIPMENT OPERATORS - LR 24-001

During storms, floods, earthquakes, fire, and other emergency situations when management determines the need for extra personnel to keep the UARP open and operational, HEO's will be subject to the following short notice on-call

provisions.

- **If Short Notice on-call is requested and accepted less than 24 hours from start of the employee's regularly worked on call shift, an additional 2 hours of on-call pay shall be granted for the duration of the short-notice on-call period. Employees are also entitled to the hours under Article 6.2.D.**
 - **Such assignments will be for one day and be defined by the employee's classification and departments regularly worked on call hours.**
- A. **Such assignments will be for the expected duration of storms, emergency situations, etc. plus an additional day(s) for cleanup.**
 - B. **If all HEOs are not needed, assignments will be based off the lowest overtime hours.**
 - C. **The appropriate supervisor is responsible for calling out employees unless an agreement is made between the appropriate supervisor and the HEO foreman.**
 - D. **If a supervisor or HEO foreman determines that personnel are needed, all calls to notify HEO's will be considered emergency callouts. Time shall begin at the time of call out.**
 - E. **Short notice on-call employees are required to remain fit for duty, be reachable by phone, and be available to report to work in a reasonable amount of time.**
 - F. **On-call employees will be compensated in accordance with Article 6 of the MOU.**
 - G. **All applicable overtime provisions will apply if the on-call HEO is required to respond.**
 - H. **HEOs who are on short notice on-call must notify the on-call supervisor if they are unable to meet their on-call responsibilities due to a personal emergency. Once notified, the on-call supervisor must decide if they need to fill behind the absent HEO.**
 - I. **HEOs will be provided with a portable computer or tablet to do time entry while direct reporting.**
 - J. **HEOs shall be able to take their work vehicles home while direct reporting, are on short-notice on-call, or under supervisor discretion (*Revised 1/1/2026*)**

16. MAINTENANCE CARPENTERS LR 23-023

- A. **Employees in the following classifications in the Facilities Unit may be subject to on-call:**

- **Maintenance Carpenter**
 - **Maintenance Carpenter Foreman/woman Light**
- B. On-call assignments will be limited to one employee during any on-call period. During an on-call period, Maintenance Carpenter employees will be compensated per the MOU at their current classification and temporarily upgraded to the Maintenance Carpenter Foreman/Woman Light classification for the duration of any call out response required. Employees must complete their one-year probation for eligibility to be placed as primary on-call (see section H for On-call opportunity for EE's still under probation).**
- C. Typically, the on-call employee will receive a call from Security or On-call Supervisor, using the posted on-call list. The on-call employee will decide if call needs to be handled after hours or can wait until normal business hours. If unsure, s/he can contact the on-call supervisor for clarification.**
- D. Once the on-call employee decides to respond to a call, s/he will notify the on-call supervisor, advising him/her that s/he will be taking a call.**
- E. SMUD will seek volunteers for on-call assignments. Assignments will be made on the basis of employee preference.**
- F. If there are insufficient volunteers for an on-call period, employees will be appointed. An employee who has been on-call without volunteering cannot be appointed again until all employees have served a required on-call period.**
- G. An on-call schedule will be established that rotates assignments among the work group.**
- 1) At the end of each calendar year the schedule will be rotated so that the same employees don't have on-call assignments on the same holidays every year.**
 - 2) The start of the on-call assignment will be effective at the start of shift on Wednesday and end the start of shift on the following Wednesday.**
- H. Volunteers may be called to work alongside the on-call employee for on-the-job training purposes with supervision's approval. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist with approval from the on-call supervisor. Assisting employees will be sought from the volunteer list first unless specific expertise is required.**
- I. In addition to being provided a cell phone, employees in the Carpenters Unit shall be provided with a laptop and appropriate software to access the supported systems.**
- J. Employees will have the option of taking a SMUD vehicle home or picking one up from the shop as needed.**
- K. All overtime provisions from Article 7 of the MOU apply. (Revised 1/1/2026)**

17. HIGH VOLTAGE TEST TECHNICIANS – LR 25-025

- A. Employees in the classification of High Voltage Test Technician in Warehouse Operations assigned to East Campus Operations Center will be subject to on-call.**
- B. An on-call Roster will be established that rotates assignments among employees. The assignments will be rotated to ensure equitableness.**
- C. On-call will span a period of 7 calendar days beginning at the start of shift on Monday and end the start of shift the following Monday.**
- D. Only one employee will be on call during any on-call period. If additional staffing is required, the on-call supervisor will contact Warehouse Operations management. Warehouse Operations Management will utilize the overtime list and lowest overtime hours to call in additional staffing. If the scenario occurs where hours are zeroed out and/or not all Techs have worked overtime yet or accrued turn down time in a year, position seniority will be used to determine additional call outs.**
- E. On-call personnel will be provided a cell phone.**
- F. Employees shall be allowed to temporarily remove themselves from the on-call list with advance notice and management approval under the following conditions.**
 - Regular scheduled attendance for educational purposes with advanced notice.**
 - Participation in civic or religious activities with advanced notice.**
- G. Employees will be allowed to trade or arrange for a qualified, equivalent substitute to take their calls. Both the scheduled and the replacement employee are responsible for notifying the On-call Supervisor about the substitution arrangements.**
- H. Employees who are on-call must notify the On-call Supervisor if they are unable to meet their on-call responsibilities because of a personal emergency. Once notified, the On-call Supervisor will contact Warehouse Operations management. Warehouse Operations management will assign an appropriate replacement upon notification of unavailability using the most current/available overtime list. If unable to find a replacement, overtime will be assigned based upon the qualified employees with the lowest position seniority.**
- I. All applicable overtime provisions will apply if the on-call employee is required to respond.**
- J. If the employee is called out, they should text the On-Call Supervisor after they have completed the assignment they were called out for, and to inform them they are leaving. *(Revised 1/1/2026)***

ARTICLE 7

OVERTIME

1. INTRODUCTION

Any employee may be requested to work overtime to meet the needs of SMUD. A willingness to work overtime when requested is a condition of employment. When permitted by the work situation, overtime is first allocated to qualified volunteers. It will be distributed among employees within each work group in the classification involved as equally as practicable.

SMUD makes every attempt to minimize the amount of overtime employees are required to work. This is to ensure minimal disruption of an employee's leisure time and to protect the employee's health. SMUD pays a premium to employees to recognize the inconvenience incurred for working hours outside of their regular work schedule. Overtime is computed to the nearest quarter hour.

2. ELIGIBILITY

All hourly rated employees are eligible for cash compensation for overtime when they work more than 8 hours on a normal work schedule, work more than 40 hours in a workweek, work on a non-workday, work on a holiday, or work outside of regular work hours on a workday.

Employees who are in a light duty status are restricted from working overtime, unless specific medical documentation is provided outlining the number of days in the week the employee can work and the number of hours per day. *(Revised 1/1/2013)*

3. ALTERNATIVE WORK SCHEDULES

A. 9/80 Shifts

Overtime will only be paid for hours worked in excess of 9 hours per day on regularly scheduled days of 9 hours, 8 hours per day on regularly scheduled days of 8 hours, or 40 hours per work week. All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will be defined as a bi-weekly pattern of eight 9 hour shifts and one 8-hour shift according to a regular and pre-established schedule. The workweek begins half-way through the scheduled 8-hour day and opposite the employee's ADO and continues for 7 consecutive 24-hour periods unless otherwise agreed to by SMUD. The double time overtime rate will be paid for all hours worked outside an employee's regularly scheduled workweek. *(Revised 1/1/2022)*

B. 4/10 Shifts

Overtime will only be paid for hours worked in excess of 10 hours per day or 40 hours per work week. All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will be a 10-hour shift rather than an 8-hour shift. The workweek begins at midnight on Friday and continues for 7 consecutive 24-hour periods unless otherwise agreed to by SMUD.

The double time overtime rate will be paid for all hours worked outside an employee's regularly scheduled workweek. *(Revised 1/1/2022)*

C. 12-Hour Shift

Overtime will only be paid for hours worked in excess of 12 hours per day or 40 hours per work week. All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will be a 12-hour shift rather than an 8-hour shift. The workweek begins at midnight on Friday and continues for 7 consecutive 24-hour periods unless otherwise agreed to by SMUD. The double time overtime rate will be paid for all hours worked outside an employee's regularly scheduled workweek. *(Revised 1/1/2022)*

All hours worked will be compensated at the straight time hourly rate except as outlined below:

- 1) Overtime will be paid at the double time overtime rate for all hours worked outside of the normal work hours.
 - a) Extended hours on a normal workday are paid at the double time overtime rate.
 - b) Any regularly scheduled hours in excess of 40 hours in a workweek will be compensated at the double time overtime rate.
- 2) All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will refer to a 12-hour shift rather than an 8-hour shift. When assigned to the training shift or to a less than 12-hour relief shift, the rules for the appropriate shift schedule will apply.

4. COMPUTATION OF PAY

A. Straight Time Pay

Time worked during an employee's regular work hours is paid at the straight time rate of pay.

B. Double Time Pay

Except as provided herein; time worked outside an employee's regular work schedule is paid at 2 times the straight-time rate.

Mutual Aid: All hours incurred while a SMUD IBEW- represented employee works under the auspices of a SMUD Mutual Assistance Agreement with another utility are paid at 2 times the straight time rate. *(Revised 1/1/2022)*

C. Holiday Pay

Holiday premium pay provisions are outlined in the Holidays Article.

D. Maximum Overtime

Employees will not work more than 16 consecutive hours or combination of hours that has the same effect of not providing the proper rest period. Exceptions to this would only occur in circumstances involving public safety or welfare. Supervisors authorizing work in excess of 16 consecutive hours will ensure the employee is capable of continuing work in a safe manner.

5. IBEW OVERTIME ASSIGNMENTS

Overtime work shall be distributed among employees within each work group in a classification as equally as practicable. SMUD will post in each work location a ranked overtime list. This ranked list criteria will be developed within each work group by written agreement between SMUD and Union. This list will be updated every pay period and will be used when selecting employees to work overtime.

A. Overtime Assignments

When the situation permits, SMUD will seek volunteers for required overtime. Work assignments will be made from volunteers in reverse order from the ranked overtime list. If there are insufficient volunteers for required overtime, employees will be appointed based on reverse order from the ranked overtime list.

B. Improper Overtime Assignments

If employees on the ranked overtime list are improperly bypassed for overtime, appropriate overtime compensation will be paid to the employees who were bypassed.

C. Sign-up Procedures

- 1) The sign-up list will be posted Wednesday and will remain posted until the end of the work shift on the following Tuesday for those employees desiring to work voluntary prearranged overtime for the following prearranged overtime period commencing on Friday.

Employees desiring voluntary overtime must sign-up or be asked prior to the end of the preceding work shift. (Phone contact is acceptable for employees not reporting to their normal work location that day).

Overtime timesheets submitted late or with errors may not be included in the next ranked voluntary overtime sheet.

A new employee will be given the average number of overtime hours worked by those on the list at that time and will then be placed on the list with those hours.

An employee who has been promoted or changes classification will be given the average number of overtime hours by those on the list at that time and will then be placed on the list with those hours.

2. Posted Locations

Signup sheets for voluntary prearranged overtime will be posted in the designated area for each work group.

3. Prearranged Overtime Assignment and Administration

- If employees have scheduled prearranged work, they can maintain their own crew and get their own substitutes according to the rules for emergency on-call replacement. Each crew members' first obligation is to their own crew. If their own crew is not working, they are free to volunteer for another crew. *(Revised 1/1/2013)*
- The work period for this signup sheet is the beginning of shift on the Friday until the beginning of shift the next Friday.
- The accounting period for record purposes will be from January 1 through December 31 of each year. To start this procedure on January 1, SMUD seniority will be used.
- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Volunteer employees with the lowest number of recorded prearranged overtime hours will be offered overtime assignments.
- Employees that refuse an assignment will be credited with the maximum prearranged hours worked by employees used for that day a standard 8 hours, which will be recorded as turn down time.
- When multi-day jobs or jobs in progress are being assigned from the voluntary overtime sheet, preference will be given to employees that have volunteered for each of the days anticipated. This practice will by-pass employees with a lower number of overtime hours and will not be considered a by-pass.
- Overtime hours will be entered into **Workforce Software** from the previous Friday. Additions, corrections, or adjustments to the ranked list will not be applied to the current posted prearranged overtime signup sheet. *(Revised 1/1/2026)*
- Errors or omissions on the volunteer signup sheet must be reported by the employee or their representative in order to be changed. Two full business days will be allowed to confirm or correct any reported errors.

- An Employee who is off duty on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.

4. Mandatory Overtime

- Mandatory prearranged overtime will be assigned first to employees with the lowest recorded prearranged overtime hours actually worked.
- An Employee that does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.
- Employees assigned under this section may find a qualified replacement but, will be charged the maximum prearranged with standard 8 hours turn down time.

5. Other Employees

- When the work group has a need for manpower in excess of volunteers it may go to other work groups within Grid Assets for qualified employees and reduce the number of mandatory assignments needed.
- From time-to-time SMUD may use employees from other work groups. When this practice occurs, SMUD agrees to use the employees in the immediate work group for relief purposes (up-grade) prior to going to other work groups.
- Employees from other work groups will use the prearranged overtime procedure established in their work group for assignments.

6. **COMPENSATORY TIME OFF - TIME OFF IN LIEU OF OVERTIME**

A. **Eligibility**

Employees may earn compensatory time off (CTO) instead of overtime pay, at the discretion of the employee. Management reserves the right to deny a request to earn CTO when an employee has documented attendance issues in accordance with the Positive Discipline Policy (AP 05.02.09). *(Revised 1/1/2022)*

Employees may take compensatory time off (CTO) with mutual agreement between the employee and their supervisor. *(Revised 1/1/2022)*

B. **Earning and Using CTO**

CTO will be earned at the applicable overtime rate for each hour of overtime. Accumulated CTO may not exceed **44** hours at any time. All CTO balances will be paid out to employees after the end of the CTO year. *(Revised 1/1/2026)*

The employee's base rate of pay shall be converted into CTO. Timecard upgrade pay and/or premiums including asbestos, helicopter, and shift differential earned and worked by employees on overtime will be paid out during the regular pay period, at the overtime rate of pay, when an employee elects to earn CTO instead of overtime pay. (Revised 1/1/2026)

The CTO year shall begin with payroll period 22 and run through the end of payroll period 21 of the following year. All personal leave taken will be charged first to CTO and then to the employee's leave balance. (Revised 1/1/2022)

7. **TRAVEL TIME**

Employees will be compensated with straight-time compensatory time off (CTO) for the actual total number of hours of travel time **for SMUD business outside of regularly scheduled hours** not to exceed eight (8) hours per day for required training. Straight time pay may be authorized for travel in situations where it is impractical to give CTO. Travel time outside of working hours for regular apprentice classes is not compensated. (Revised 1/1/2026)

8. **MINIMUM TIME**

- A. The minimum time is 2 hours for which overtime compensation is paid on emergency call-outs that do not extend into an employee's regular work hours. Work time will begin at the time of the phone call.
- B. Employees will be paid at the double time overtime rate for a minimum of 2 hours if they report for prearranged overtime and are not needed. This does not apply to relief employee assignments that are cancelled. If prearranged overtime on a regular workday is cancelled before employees leave home, they do not qualify for any compensation. If prearranged overtime on a non-workday is not cancelled prior to the end of an employee's immediately previous regular workday, they will be paid at the double time overtime rate for a minimum of 2 hours. (Revised 1/1/2022)
- C. If employees are called out early to work into or requested to stay beyond their regular work hours, they are paid at the double time overtime rate only for actual time worked. (Revised 1/1/2022)
- D. Overtime is computed to the nearest quarter hour.

9. **REST PERIODS**

A. **8-Hour Shifts**

Employees are entitled to a rest period of 8.5 consecutive hours after working 8 hours or more overtime during the 16 hours immediately prior to their regularly scheduled hours of work on a workday or non-workday.

B. 9/80 Shifts

On 9-hour workdays employees are entitled to a rest period of 8.5 consecutive hours after working 6.5 hours or more overtime during the 14.5 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

On 8-hour workdays employees are entitled to a rest period of 8.5 consecutive hours after working 8 hours or more overtime during the 16 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

C. 4/10 Shifts

Employees are entitled to a rest period of 8.5 consecutive hours after working 5.5 hours or more overtime during the 13.5 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

D. 12-Hour Shift

On 12-hour workdays employees are entitled to a rest period of 8.5 consecutive hours after working 4 hours or more overtime during the 12 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

E. Compensation

The rest period starts **after all earned missed** mealtimes and any travel time to which employees are entitled at the end of the work period. **(Refer to Article 9)** If any part of the rest period falls within an employee's regular work hours, they will be paid for those hours at the straight time rate. **(Revised 1/1/2026)**

- 1) Employees will not be compensated for their regular lunch period even when it falls within the rest period.
- 2) If a rest period cannot be provided when due, double time is paid until the rest period is provided. Hours worked prior to an 8.5-hour rest period are not included in computing another period of overtime work.
- 3) If employees are required to report back to work prior to the end of their 8.5-hour rest period, they will be paid double time until a rest period can be provided.

F. Requirements at End of Rest Period

- 1) If an employee's rest period ends during the first half of their workday, they may, if their supervisor approves, elect to be placed on CTO, personal leave and/or leave without pay for the time between the expiration of their rest period and the end of the workday.
- 2) If an employee's rest period ends during the second half of their workday, they may, if their supervisor approves, report to work the following workday. The employee

may elect to be placed on leave without pay, CTO or personal leave for the time between the expiration of the rest period and their regular quitting time. **The supervisor may approve up to two (2) additional hours of rest, paid at the straight time rate of pay, for hours that fall within an employee's regular work hours. (Revised 1/1/2026)**

G. Special Rest Period

An employee's supervisor may excuse the employee from up to 4 hours of their regular shift if they worked 4 or more overtime hours in the 8 hours immediately preceding the beginning of the employee's regular shift, **at the employee's request. (Revised 1/1/2026)**

Special rest period may be granted if the timing of an emergency call out prevents the employee from getting sufficient rest. The employee will receive straight time pay for any of the special rest period that falls within their regular shift, **at the employee's request. (Revised 1/1/2026)**

ARTICLE 8

EMERGENCY DUTY

1. EMERGENCY CALL-OUTS

- A. When employees are called out for an emergency, their work time will begin at the time of the phone call.
- B. If employees are called in advance to cover behind an employee who is unable to report to work for their shift, and they are directed to report at the specific shift starting time, they will be credited with an additional 45 minutes at the appropriate overtime rate and all other emergency call out provisions (meals, etc.) will apply.
- C. If employees are asked to come in immediately to cover the shift, their work time will begin at the time of the phone call.
- D. Employees called back to work within 45 minutes of the end of their regular workday will treat the call as a continuation of their workday and will be compensated accordingly.
(Revised 1/1/2022)

2. MULTIPLE CALL-OUTS

- A. If employees are called out for work more than once in the 24-hour period from midnight to midnight, the 2-hour minimum overtime compensation is paid for all calls outside of their regular work hours. *(Revised 1/1/2022)*
- B. For the purpose of this provision, concurrent calls or successive calls without a break in paid time are considered a single call.

3. GRID ASSETS LINE DIVISION EMERGENCY RESPONSE DURING REGULAR WORK HOURS

- A. When response to an emergency is necessary during normal business hours, the needs of SMUD and our customer-owners may take precedence over responding with the recognized on-call crew. When notified of an emergency that requires response, the Distribution System Operator will notify the on-call supervisor. The on-call supervisor will decide whether the on-call crew will respond to calls between 1400 and the end of regular business hours. An emergency call-out will be defined as an assignment to the on-call crew by the on-call supervisor after 1400 hours and the assignment results in an earned meal. *(Revised 1/1/2018 per LOA)*

The nearest available crew, size and type of crew required, and the nature of the emergency will all be considered when responding.

If the work continues beyond regular business hours; the responding crew will continue the work to completion or until relieved by the direction of the on-call supervisor.

The supervisor is responsible for assessing the approximate length of time necessary to make repairs. If in his/her judgment the work will extend past 2200 hours, the on-call crew will be utilized as the relief crew. Such relief shall be provided as soon as practicable when, in the opinion of the supervisor, SMUD operations would not be adversely affected.

B. Sign-Up Procedures

- Sign up for emergency overtime work will be on a daily basis. Emergency overtime signup will be posted daily until close of business for the following day's emergency overtime. The overtime sheet posted on Friday will include Saturday, Sunday, and Monday. If an employee's ADO falls on Friday, a separate signup sheet will be available on Thursday for weekend work. If an employee is on rest period or continuation of shift, their Foreman may contact the supervisor to have the employee placed on the signup list. Employees desiring voluntary emergency overtime must sign-up at designated posted locations. (Phone contact is acceptable for employees not reporting to their normal work location that day). *(Revised 1/1/2013)*
- Employees will only be considered for voluntary emergency assignments on days they have indicated on the voluntary emergency overtime sheet.
- Overtime timesheets submitted late or with errors may not be included in the next ranked voluntary overtime sheet.
- A new employee will be given the average number of emergency overtime hours worked by those on the list at that time and will then be placed on the list with those hours.
- An employee who has been promoted or changes classification will be given the average number of emergency overtime hours worked by those on the list at that time and will then be placed on the list with those hours.

C. Posted Locations

- Signup sheets for voluntary emergency overtime will be posted in the designated area for each work group.

D. Voluntary Emergency Overtime Assignment and Administration

- The accounting period for record purposes will be from January 1 through December 31 of each year. To start this procedure on January 1, SMUD seniority will be used.
- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Volunteer employees with the lowest number of recorded emergency overtime hours will be offered overtime assignments.

- When multi-day jobs are being assigned from the voluntary overtime sheet, preference may be given to employees that have volunteered for each of the days anticipated. This practice will by-pass employees with a lower number of overtime hours and will not be considered a by-pass.
- Overtime hours used will be entered into SAP from the previous Friday. Additions, corrections, or adjustments to the ranked list will not be applied to the current posted emergency overtime signup sheet.
- Errors or omissions on the volunteer signup sheet must be reported by the employee or their representative in order to be changed. Two full business days will be allowed to confirm or correct any reported errors.
- An employee who is off on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.

E. Mandatory Overtime

- When there are insufficient volunteers available for duty, SMUD will assign employees to report for duty.
- Mandatory emergency overtime will be assigned first to employees with the lowest recorded emergency overtime hours actually worked.
- An Employee that does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.
- Employees assigned under this section may find a qualified replacement but will be charged with a standard 8 hours turn down time.

4. EMERGENCY RELIEF SCHEDULES

- A. If employees are classified to perform the duties of emergency relief as Control Room Operator or other similar position, or if they are assigned as a relief operator, they will be available for duty in revolving shifts on any day of the week. These employees can be assigned for the relief of any shift without advance notice.
- B. Overtime compensation for emergency relief work performed during the regular work hours of a shift is not paid unless employees are required to report for work without having had 12 hours off following the end of their last work period. When this occurs, employees are paid the applicable overtime compensation for any time worked in the 12-hour period following the end of their last preceding work period.

5. **CALL OUT PROCEDURES**

Call-outs will begin with the on-call rotation list. If that list is exhausted, management will then go to the emergency sign up list and then the list of low overtime hours. *(Revised 1/1/2018 per LOA)*

ARTICLE 9

OVERTIME MEALS

1. INTRODUCTION

SMUD will provide meals or payment for meals under certain qualifying situations when employees are required to work overtime. The emphasis should be on the employee actually eating the meal. It is not desirable to have an employee miss a meal in order to become eligible for a missed meal payment.

2. MEAL INTERVALS

Employees are eligible for a meal for every 5 work hours and/or in accordance with the Overtime Meal Eligibility chart. All work hours apply toward overtime meal eligibility. (Revised 1/1/2026)

3. CREW OVERTIME MEALS

- A. Overtime meal eligibility is based on the employee's work hours. When working on a crew situation, the entire crew's overtime meal eligibility is typically based on the foreman/woman's work hours.**
- B. In a crew environment the crew meal eligibility is based on which ever crew member is due a meal first.**
- C. If any member of the crew is called out within 90 minutes of that employee's end of regular work hours, the entire crew will become eligible for a meal as if it were an extension of regular work hours. The time that the crew members become eligible for a meal will be at the earliest time at which any member of the crew becomes eligible for a meal based on that employee's regular work schedule. **This rule also applies to individual employees called out within 90 minutes of employees' regular work hours. (Revised 1/1/2026)****

D. Mealtime

In determining time intervals for the purpose of providing meals, time allowed for previously consumed meals is not included. An employee's mealtime begins when the employee arrives at the meal location and ends when the employee leaves the meal location.

DETERMINING OVERTIME MEAL ELIGIBILITY
(Based on an 8-hour workday)

4. GUIDELINES

A. Maximum Meal Allowances

Beginning pay period 1 of 2026, all represented employees shall be paid the maximum reimbursement of a \$32.50 as a meal allowance for overtime meals. This meal allowance will increase yearly equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average for the 12-month period ending the prior October.

If the above referenced index is unavailable in any calendar year the parties agree to look to the most recent month, prior to October for that given year. *(Revised 1/1/2026)*

B. Owed Meals

- 1. Employees will be paid meals according to the Overtime Meal Eligibility chart and may choose between the following for each earned meal:**
 - **One (1) paid meal allowance, and One (1) thirty (30) minutes pay, compensated at the overtime rate for each missed meal. All accumulated missed meals, per the chart below, shall be applied to the end of day, or shift:**
 - **Utilizing the meal allowance to take a sit-down meal and SMUD will pay for the time taken to eat the meal paid at the applicable rate.**
- 2. Anytime the employee furnishes the 1st meal on a prearranged assignment and working conditions require the employee to work through said meal, they will be compensated thirty (30) minutes at the overtime rate and will not be paid the meal allowance.**
- 3. If an employee is called away from a prearranged assignment for emergency work, the employee will be entitled to an earned meal allowance as per B.1 of this section starting at the time of emergency call out and every 5 work hours thereafter.**
- 4. After completion of a rest period and returning to work (inside of regular scheduled shift hours), employees shall observe their regular meal period intervals, including overtime meals. *(Revised 1/1/2026)***

Overtime Meal Eligibility Chart – Based on 8, 9, and 10 hour workday (Revised 1/1/2026)

	A	B	C	D	E
Rule #	Overtime work is	And is Prearranged	Then the meal period is paid at the applicable rate	And the cost of the meal is reimbursed up to the prescribed limit	And the time needed to become eligible is
1	During employee regular hours worked on RDO/ADO	YES	NO (if less than normal extension of regular work day)	NO (if less than normal extension of regular work day)	After: 8- hour shift: 1.5 hours worked after end of shift 9/10-hour shift: 1 hour worked after the end of shift Every 5 hours worked thereafter
2		YES	YES (if more than extension of regular work day)	YES (if more than extension of regular work day)	
3		NO	YES	YES	Every 5 hours worked
4	During employee regular hours worked on weekends	YES	NO (if employee worked less than 9.5 hours)	NO (if employee worked less than 9.5 hours)	N/A
5		YES	YES (if employee worked 9.5 hours or more)	YES (if employee worked 9.5 hours or more)	After 9.5 hours worked starting at hour 9.5 and every 5 hours worked thereafter
6		NO	YES	YES	Every 5 hours worked
7	An extension of employee regular hours worked	YES or NO	YES	YES	After: 8- hour shift: 1.5 hours worked after end of shift 9/10-hour shift: 1 hour worked after the end of shift Every 5 hours worked thereafter
8	Start time outside employee regular work hours on a scheduled or non-scheduled day	YES	YES	Employee furnishes first meal. Subsequent meals are reimbursed.	5 hours after employee provides 1st meal and every 5 hours worked thereafter
9		NO	YES	YES	Every 5 hours worked
10	Start time is 2 hours or more before employees regular start time and continues into regular scheduled shift	YES	YES	Employee furnishes first meal. Subsequent meals are reimbursed.	5 hours after employee provides 1st meal and every 5 hours worked thereafter
11		NO	YES	YES	Every 5 hours worked
12	Start time is less than 2 hours before employee regular start time and continues into regular scheduled shift	YES	NO	NO	N/A
13		NO	YES	YES	Every 5 hours worked

- **For information regarding Alternative Work Schedules refer to: Article 5.3.A(1)(a), Article 5.3.A(2), Article 5.3.B(1)(a), and Article 5.3.B(2). For information regarding Lunch Periods refer to: Article 5.6.B(1) and Article 5.6.B(2).**
- **For information regarding missed meals and any travel time in calculation of earning a rest period refer to: Article 7.9.E (1) (Revised 1/1/2026)**

C. 12-Hour Shift

The guidelines will apply to overtime meals except that "regular work hours" or "regular schedule or shift" will be a 12-hour shift rather than an 8-hour shift.

Employees working scheduled 12-hour shifts for straight time will not be eligible for overtime meals unless they continue to work after their regular quitting time for one hour and at 4-hour intervals thereafter. The 12-hour rules apply when employees are scheduled to work the 12-hour shift rotation. If an employee is scheduled for 8-hour days, the 8-hour rules apply.

D. SMUD Provided Meals at Work Site

When an overtime meal is earned and the appropriate supervisor determines that SMUD should provide a meal at the work site, the following guidelines shall apply:

- 1) Employees will be provided a meal that should be, but under certain conditions may not be, a comparable substitute for a meal that the employee would have eaten; and
- 2) Employees will be provided reasonable time to eat the meal on SMUD time; and
- 3) Employees will still be due the earned meal (i.e., the provided meal is not considered to be a meal payment, a meal provided, or a meal taken).

Note: The type of meal provided will depend on the average restaurant available in the general area, the time of day the meal is provided, the availability of restaurants that can provide a comparable substitute within a reasonable distance of the work site, and the breakfast, lunch or dinner menu at restaurants where comparable substitutes are available.

E. Reimbursements

- 1) When employees earn an overtime meal, and the meal is not paid for by SMUD, they will be paid in accordance with Maximum Meal Allowances. This payment will be made through the payroll system and will be included on the employee's paycheck. No additional meal payment will be made if they are provided a SMUD-paid meal.
- 2) If employees work for an extended period of time, they may earn additional meals during their shift. No additional meal payment will be made if they are provided SMUD-paid meals.
- 3) Payments for overtime meals will be included in employee's gross income, and applicable Federal and State income taxes and FICA taxes will be withheld.
- 4) SMUD will make procurement cards available, as needed, to carry out the provisions of this article.

- 5) **If an employee pays for a maximum meal allowance out of pocket, reimbursement will be made in accordance with E.1 of this section. *(Revised 1/1/2026)***

ARTICLE 10

PERSONAL LEAVE

1. INTRODUCTION

Department Directors or supervisors must approve all requests for leave in advance. Absence not approved in advance will be charged as leave of absence without pay.

2. EARNING PERSONAL LEAVE

All regular employees begin accumulating personal leave credits upon employment.

A. Full-Time Employees

Full-time regular employees earn personal leave credits on the following schedule:

1. First through Fourth Year of Service

Employees earn 80 hours of personal leave per year (6 hours and 40 minutes per month).

2. 5th through 14th Year of Service

Employees earn 120 hours of personal leave per year (10 hours per month) from the beginning of their 5th year through their 14th year of service.

3. 15th through 22nd Year of Service

Employees earn 160 hours of personal leave per year (13 hours and 20 minutes per month) from the beginning of their 15th year through their 22nd year of service.

4. 23rd through 29th Year of Service

Employees earn 200 hours of personal leave per year (16 hours and 40 minutes per month) from the beginning of their 23rd year through their 29th year of service.

5. 30 or More Years of Service

Employees earn 240 hours of personal leave per year (20 hours per month) from the beginning of their 30th year of service.

B. Part-Time Regular Employees

Part-time employees scheduled to work 20 or more hours per week on a fixed schedule, earn personal leave credits based on the hours worked. (176 hours equal one month's service).

C. Personal Leave Bonus

1. Full-Time Employees

Permanent, full-time employees will be credited with a 40-hour personal leave bonus on the 10th anniversary date of full-time continuous service.

2. Part-Time Regular Employees

Regular, part-time employees will be credited with a 40-hour personal leave bonus after working the equivalent number of hours required of full-time employees.

D. Accrual Limit

Employees may carry up to 680 hours of personal leave into the New Year. Excess vacation accrual (beyond the 680-hour limit) as of the start of the New Year will be forfeited and the vacation time forfeited will be paid out at the employee's straight time rate of pay in the pay period including January 9th. *(Revised 1/1/2018)*

Exception: If an emergency arises or service requirements do not allow employees to use their personal leave credits, their department Director may recommend to the General Director that the employee be allowed to exceed the maximum hours that may be carried over into the next year.

E. Non-Accrual of Personal Leave Credits

Employees will not earn personal leave for each cumulative total of 176 working hours of the preceding 12 months while they are absent on leave without pay.

F. Personal Leave Sell-Back

1. Full time employees may elect to sell back up to one hundred-twenty (120) hours (up to 60 for part-time employees) of accumulated personal leave credits per year, provided the employee schedules and uses at least the equivalent of one (1) work week of personal leave in the same year.
2. Personal Leave Sell-Back Agreements, which are irrevocable, must be submitted to the HRS Payroll unit no later than December 31 of the year prior to the year in which the personal leave will be accrued and paid out. An employee may elect to apportion the amount of sell back between paychecks for pay periods 13 and 25, limited to the amount of Personal Leave accrued in that year at the time of the payout.
3. An employee may request a hardship withdrawal payment of accrued leave at any time when an unforeseen hardship arises, and payment is needed to cover such expenses. Hardship withdrawals are only allowed for the reasons specified in the hardship distribution rules for SMUD's 457(b) plan as well as other similar hardships approved by SMUD. *(Revised 1/1/2022)*

3. USING PERSONAL LEAVE CREDITS

Employees are eligible to use their personal leave credits as soon as they show on their pay stub.

A. 9/80 Shifts

Employees who take paid time off on Personal Leave on a regularly scheduled workday will be charged the number of hours they were regularly scheduled to work (i.e., nine (9) hours, if regularly scheduled to work a 9-hour shift).

B. 4/10 Shifts

Employees who take paid time off on Personal Leave on a regularly scheduled workday will be charged 10 hours personal leave.

C. 12-Hour Shift

Personal leave may be taken on an hourly basis. When a full day's personal leave is taken, it will be charged according to the normal work shift of the individual. An individual working 12-hour shifts who takes a personal leave day will be charged 12 hours of personal leave.

D. Scheduling Personal Leave

Personal leave is normally taken each calendar year.

The time is scheduled and approved by the employee's department Director or supervisor after considering the preference and seniority of each employee in each classification. Seniority is determined by total years of continuous SMUD service.

E. Normal Working Conditions

1. Scheduling for More Than One Week

Leave periods of one, two, or three weeks will be given preference over split leave periods and leave periods of more than three weeks.

2. Scheduling Entire Crews or Other Work Units

If it is necessary to schedule time off for an entire crew or work unit, the leave period will be scheduled to meet SMUD's needs and the dates selected by a majority of the crew or work unit.

3. Scheduling for Less Than One Week

When conditions of the work permit; employees may be granted one hour or more personal leave at a time.

F. Emergency Conditions/Service Requirements

In an emergency, employees may be asked to forego all or part of their scheduled leave period. If employees are already on personal leave, they may be requested to report for duty. SMUD recognizes that all employees are entitled to use their personal leave. It is also recognized that certain service requirements of SMUD may require personal leave to be kept to a minimum. SMUD supervisors will make every effort to provide personal leave to each employee annually.

G. Part-Time Regular Employees

Part-time employees regularly scheduled to work 20 or more hours per week may be granted personal leave up to 40 hours in a week.

H. Effect of Holidays

If a recognized SMUD holiday falls within an employee's personal leave period, it is not counted as a day of personal leave.

4. PAYMENT FOR PERSONAL LEAVE

A. Regular Classification

An employee's personal leave pay is computed at the straight-time rate of pay for their regular classification at the time the leave is taken.

B. Dual Classification

If employees are in a dual job classification, their personal leave pay is based on the classification in which they would be working if they were not on personal leave.

C. Extended Military Leave

If employees are on an extended military leave (over 180 calendar days), they must take a lump sum cash payment for their accumulated personal leave or save it for use later. A lump-sum cash payment will be calculated at the employee's rate of pay when their leave started.

5. PAYMENT FOR UNUSED PERSONAL LEAVE

A. Termination of Employment

1. Regular Terminations

If employees are eligible to accrue personal leave credits and they terminate from SMUD employment, they will be paid for any accumulated personal leave credits.

Employees may not use their accumulated personal leave credits immediately prior to the effective date of termination. Employees will receive cash compensation in a lump-sum payment.

2. Dismissal for Cause

Normally, if employees are dismissed for cause, they will be paid for any accumulated personal leave credits they might have at the time of termination. In extraordinary cases, before final payment is made to employees, General Manager approval will be required.

B. Retirement

If employees are retiring, they may take a lump-sum payment for their personal leave. Employees may choose to take personal leave prior to the effective date of their retirement if: they have the equivalent of 5 years of full-time uninterrupted service with SMUD, and they have been a member of the Public Employees Retirement System (PERS) for at least 5 years, and they are at least 50 years of age **for Classic and 52 years of age for PEPR.**
(Revised 1/1/2026)

ARTICLE 11

HOLIDAYS

1. INTRODUCTION

Eligible employees are granted paid time off for specified holidays and provided premium pay if required to work on a holiday.

2. AUTHORIZED HOLIDAYS

A. SMUD-Observed Holidays

SMUD guarantees regular employees the following 9 SMUD-observed holidays: New Year's Day; Martin Luther King, Jr. Day (celebrated on the third Monday in January); Presidents' Day (celebrated on the third Monday in February); Memorial Day (celebrated on the last Monday in May); Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving; and Christmas Day.

B. Floating Holidays

In addition to SMUD-observed holidays, regular, permanent employees with 6 or more months of full-time service receive floating holidays according to the following: January 1, July 1, September 1 and November 1. These floating holidays are administered as 8 hours of personal leave. They may be carried over from year to year in the same manner and with the same limits as accumulated personal leave.

SMUD will approve the use of a floating holiday, or a day of personal leave for any regular SMUD employee, who has served in the armed forces of the United States, or their allies, and who wishes to observe the (November 11) Veterans Day Holiday.

C. Special Holidays

The General Manager/CEO may authorize regular employees, additional time off during the Christmas - New Year holiday season.

3. HOLIDAY PAY

A. Eligibility for SMUD-Observed Holiday Pay

1) Full-time Employees

To be eligible for holiday pay, an employee must be a regular employee. In addition:

- a) Employees must have worked the workday immediately prior to or immediately following the holiday, or

- b) Employees must have been on approved personal leave, sick, CTO, or leave with pay for the entire workday immediately prior to or immediately following the holiday.

- 2) Part-time Regular Employees

To be eligible for holiday pay, part-time employees must be working 20 or more hours per week on a fixed schedule.

B. Eligibility for Floating Holiday Pay

Eligibility is the same as that for SMUD-observed holidays for all employees working for more than 6 months.

C. Eligibility for Special Holiday Pay

The General Manager/CEO may determine who is eligible for special holidays such as additional time off during the Christmas-New Year holiday season.

- 1) Full-Time Permanent Employees

To qualify for Special Holiday pay, employees must work or be on paid leave for the other work hours on the day that it is granted. If employees are required to be on duty for the Special Holiday, they should be given equivalent time off on New Year's Eve or other suitable time. If employees cannot be granted time off, they will be given the equivalent of straight time pay in addition to pay for working that day. If the day designated as a Special Holiday is a regularly scheduled day off for employees, then the first time that they request personal leave after that day, they will charge the equivalent number of hours to "Other Paid Leave." This will ensure that employees are given equivalent paid time off.

- 2) Part-Time Regular Employees

Part-time employees regularly scheduled to work 20 or more hours per week will be credited with half the paid time off granted to full-time employees for a Special Holiday, whether or not they were scheduled to work on that day.

D. Holiday Pay

- 1) When a holiday falls on an employee's regularly scheduled workday, the employee will be given the day off and will be compensated for the number of hours the employee is regularly scheduled to work on that day. When a holiday is observed on an employee's regular day off, the employee is credited with 8 hours of personal leave. Part-time Regular employees will be credited with 4 hours pay for any authorized holiday whether or not scheduled to work on that day. Holiday pay is based on the classification in which the employee is scheduled to work when the holiday occurs.

2) For shift employees, if a holiday falls on a Saturday and employees are credited with an extra day of personal leave, shift employees receive the extra day of personal leave or 8 hours of straight time pay for working on the holiday at the employee's discretion.

3) 12-Hour Shift

If an employee scheduled to work a 12-hour shift requests and is granted the day off on a holiday, the employee will be provided with 12 hours of straight time holiday pay. If an employee is scheduled to work, the employee will be allowed to work the holiday. Employees whose day off occurs on a holiday shall be paid for 8 hours at the straight time rate or be credited with 8 hours of personal leave at the employee's discretion.

4. **OBSERVING HOLIDAYS**

A. When a SMUD holiday falls on a Saturday, SMUD will observe the holiday on the preceding Friday. Sunday holidays will be observed on the following Monday.

B. **Special Shift Employees**

Holiday compensation will be paid to 12-Hour Shift Power System Operators (“PSO”), 12-Hour Shift Distribution System Operators (“DSO”), and 8-Hour Shift Troubleshooter employees who work the actual holiday, not to those who work the designated holiday. Employees working the day shift on the actual holiday and those working the night shift that starts on the actual holiday will be paid for the holiday. *(Revised 1/1/2026)*

5. **PREMIUM HOLIDAY PAY**

A. **Regular Full-Time Employees**

Regular Full-Time Employees listed in Appendix A are eligible for Premium Holiday Pay as described in this Section 11.5.A. *(Revised 1/1/2026)*

Employees eligible for holiday pay provisions will receive it if they **are required to** work on the designated holiday rather than the "actual" holiday **because they work in positions that require scheduled staffing without regard to holidays**, except 12-hour shift employees. For example, if the holiday falls on a Sunday, SMUD will observe that holiday on the following Monday. Employees required to work on the "actual" Sunday holiday would not receive the holiday pay provisions. However, employees required to work on the designated holiday (Monday) would receive the holiday pay provisions. *(Revised 1/1/2026)*

Employees are paid for all time worked on the holiday at the rate of double-time, plus straight-time pay for the holiday for a total of 3 times their straight-time pay.

B. Part-Time Employees

Regular Part-Time Employees listed in Appendix A are eligible for Premium Holiday Pay as described in this Section 11.5.B.

Part-time employees are eligible for Premium Holiday Pay if are required to work on the designated holiday rather than the "actual" holiday because they work in positions that require scheduled staffing without regard to holidays. (Revised 1/1/2026)

Part-time employees are paid for all time worked on the holiday at the rate of double-time.

C. Special Shift

Regular Employees in the following classifications are eligible for Premium Holiday Pay as described in this Section 11.5.C: 12-Hour PSO, DSO, and 8- Hour Shift Troubleshooters. (Revised 1/1/2026)

Premium holiday pay will be paid to **eligible** employees who **are required to work on actual holiday, because they work in positions that require scheduled staffing without regard to holidays**, not to those who work the designated holiday. Employees working the day shift on the actual holiday and those working the night shift that starts on the actual holiday will be paid for the holiday. *(Revised 1/1/2026)*

- 1) When PSO and DSO employees regularly scheduled workday falls on a holiday, the employee will be paid double-time for the hours worked and 12 hours straight time holiday pay. A Troubleshooter will be paid double-time for the hours worked and 8 hours straight time holiday pay. *(Revised 1/1/2013)*
- 2) If an employee is required to work a holiday on a normally scheduled day off, the employee will be paid double-time for the hours worked, and 8 hours at the straight time rate or be credited with 8 hours of personal leave at the employee's discretion.
- 3) If a PSO, DSO or troubleshooter is on a pre-determined rotating schedule for the year and are scheduled for a Holiday, they will be allowed to work the holiday.
- 4) If a holiday falls within a Troubleshooter's shift, employees scheduled shall have the 1st opportunity to work that holiday
- 5) If a Troubleshooter declines to work on the Holiday, shift coverage will be filled from a volunteer list of relief Troubleshooters with the **least** number of overtime hours. *(Revised 1/1/2026)*

ARTICLE 12

SICK LEAVE

1. **INTRODUCTION**

Except as outlined in the Article below, sick leave provides salary protection in case of illness or injury in accordance with SMUD's Sick Leave Policy, AP 4.5.15. (Effective date 04/10/25 Appendix G) (Revised 1/1/2026)

2. **GUIDELINES**

A. **General**

Payment for sick leave is calculated at the employee's rate of pay when the leave is taken except when under timecard upgrade.

B. **Use of Sick Leave**

Sick leave may be taken in 15-minute increments. When employees use sick leave, they must let their supervisor know in advance, if possible. If employees can't show up for work, they are expected to notify their supervisor each day, prior to the start time of their scheduled shift. If employees are off work for 5 or more consecutive days due to illness or injury, they may be required to provide a medical release for return to work, or other document satisfactory to their supervisor that indicates they may safely return to work. (Revised 1/1/2013)

If an employee's supervisor has cause to believe that the employee's absence is not for an authorized reason and the employee has already taken three days of sick leave that calendar year, the employee may be required to provide substantiating evidence. If the employee fails to provide adequate evidence, their request for sick leave will be denied and the absence will instead be charged to unauthorized leave without pay. Improper use of sick leave and/or unauthorized leave without pay is considered a work conduct and/or an attendance problem that will be addressed through the positive discipline process.

Sick leave may also be used for supplementing worker's compensation payments and when taking disability retirement.

C. **Sick Leave While On Personal Leave**

If employees become ill while on personal leave, they may request that their personal leave be changed to sick leave.

D. **Sick Leave On a Holiday**

If an employee is sick on a workday that is also a holiday, the employee will get holiday pay, and sick leave will not be charged.

E. Sick Leave Incentive Plan

SMUD encourages employees to maintain good health by providing a sick leave incentive plan. Employees can earn personal leave credits if they have low sick leave use. Eligible employees are permanent full-time employees who work a full payroll year. The credit is granted after year's end according to the following schedule:

Guidelines for Administration of the Sick Leave Incentive Program							
Prior Year's Sick Leave Usage by Work Schedule				Personal Leave Granted by Work Schedule			
8 hr-5	9-80	4-10	12 hrs.	8 hr-5	9-80	4-10	12 hrs.
0 hrs.	0 hrs.	0 hrs.	0 hrs.	16 hrs.	18 hrs.	20 hrs.	24 hrs.
1-8 hrs.	1-9 hrs.	1-10 hrs.	1-12 hrs.	12 hrs.	13.5 hrs.	15 hrs.	18 hrs.
9-16 hrs.	10-18 hrs.	11-20 hrs.	13-24 hrs.	8 hrs.	9 hrs.	10 hrs.	12 hrs.
17-24 hrs.	19-27 hrs.	21-30 hrs.	25-36 hrs.	4 hrs.	4.5 hrs.	5 hrs.	6 hrs.

Employees who are granted 2 days personal leave credits may choose cash instead of time off.

Up to 36 hours of total Sick Leave usage per payroll year will not count toward Sick Leave usage for the above schedule. (Revised 1/1/2026)

F. Long-Term Disability

An employee will be permitted to use his/her sick leave in those situations in which the illness meets the disabled definition of SMUD's Long-Term Disability Plan. If the employee is not precluded by his/her disability from performing other work and SMUD has made a limited duty assignment available to the employee, he/she shall not be permitted to use sick leave. (Revised 1/1/2013)

ARTICLE 13

LEAVES OF ABSENCE

1. GENERAL

An authorized leave of absence is leave that is approved in advance. An unauthorized leave of absence is leave that is not approved in advance. An extended leave of absence is an unpaid leave that is more than six months.

2. LEAVE OF ABSENCE WITH PAY

A. Death In Family

Death in a family will be handled in accordance with SMUD's Bereavement Leave Management Procedure, MP 04.05.13.100. (Effective 02/23/24 Appendix G) (Revised 1/1/2026)

B. Election Days

The polls are normally open long enough to allow employees to vote either before or after work. However, should an emergency work situation make it unlikely the employee will be able to vote, their supervisor will grant them a maximum of two hours paid time off to vote in any statewide general election.

C. Court Appearance

Except as outlined in the section below, SMUD will allow regular employees to take time off with pay for authorized court appearances in accordance with SMUD's Jury Duty and Court Appearances Policy (AP 04.05.06). (Revised 1/1/2022)

1) Jury Duty

a) Length of Jury Duty

Since employees may be called for jury duty late in the morning or released early in the day, their supervisor may require employees to work the remaining fraction of the workday. If employees do not comply with this obligation, they will not be paid their SMUD salary for the time not at work. Employees may also be subject to disciplinary action.

b) Time of Jury Duty

Jury duty occurring at times other than an employee's regular work hours does not typically excuse them from working their normal shift. Employees may be excused only if the jury duty required their service for 8 hours during the 16 hours immediately preceding their regular shift. This does not, however, in any way authorize payment of overtime in the event employees actually decide to work.

c) 12-Hour Shift

Jury duty will result in the employee being rescheduled to an 8-hour day shift; Monday through Friday, while on jury duty with the employee guaranteed a 40-hour workweek. If released from jury duty prior to the end of the workweek, the employee will be returned to relief duty for the remainder of the week.

2) Duty as a Witness

a) Under Subpoena

If employees are subpoenaed as a witness in a civil or criminal trial or hearing, they must give their supervisor a copy of the court order requiring them to appear. Employees may be given paid time off for this appearance.

b) Expert Witness

If employees are called as an expert witness, and SMUD has no interest in the trial, employees must use their personal leave credits for the time off.

3) Involvement as a Plaintiff or Defendant

If employees are personally involved in a court case as the plaintiff or defendant, SMUD will not provide them with paid time off to appear in court or to transact business associated with their case. The employee's supervisor may, however, grant personal leave in such cases.

D. Professional Leave

Upon recommendation of an employee's Department Director and approval by the General Manager/CEO, SMUD may allow them to participate to a reasonable extent in the activities of a professional organization without loss of pay. However, SMUD will not reimburse the employee for travel or other expense unless SMUD receives a direct benefit from their activities, as determined by their Department Director.

If employees hold a major national office in a recognized professional association, they may be allowed absence with pay for travel required in the performance of their duties as an officer. Such absence with pay shall normally not exceed ten working days in a calendar year.

E. Short-Term Union Business

SMUD will not unreasonably deny requests for leaves of absence for employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the exclusive representative is affiliated. Employees who are granted leave-of-absence from SMUD to work for the Union remain on SMUD's payroll. Employees will continue to receive PERS contributions and service credit. SMUD in its sole discretion reserves the right to deny a requested leave-of-absence. During the leave, SMUD shall fund the retirement contributions required of SMUD as an employer and as specified by the MOU, **and as required by Government Code section 3558.8**. The employee shall earn full service credit during the leave of absence and shall pay their employees contributions. *(Revised 1/1/2026)*

- 1) The Union shall reimburse SMUD for the employee's salary plus fringe benefit costs while the employee is on the leave-of-absence.
- 2) This provision will apply to leaves-of-absence for six months or less.
- 3) Requests shall be made at least two weeks in advance and directed to the Manager, Labor Relations unless otherwise agreed to between SMUD and the Union.
- 4) At the conclusion or termination of leave, SMUD shall reinstate the employee to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification. *(Revised 1/1/2022)*
- 5) The Union agrees to indemnify and hold SMUD harmless against any and all liability for loss, damage, cost or expense which SMUD may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of property, including the loss of use thereof, arising out of or in any way connected with the herein described program, whether or not due in whole or in part to any act, omission or negligence of SMUD, active or passive, excepting only such injury, loss or liability as may result from the criminal or willful misconduct of SMUD, its agents or employees, other than employees participating in this program.

a) Workers' Compensation

Where payments are made to SMUD's employees under a workers' compensation or disability benefits law for bodily injury or death arising out of or in any way connected with the herein described program, the Union shall make full and complete reimbursement to SMUD to the extent such payment increases SMUD's workers' compensation or disability benefit costs, whether such increase in costs occurs in the form of an increase in premiums or contributions, reduction in dividends or premium refunds, or otherwise.

b) Notice and Defense of Claims

In the event any claim or demand is made, or suit or action is filed against SMUD alleging liability for which the Union shall indemnify and hold harmless SMUD under this Section; SMUD shall promptly notify the Union thereof, and the Union shall at its sole expense bear the cost and expense including legal fees to settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent.

c) Insurance Representation

The Union agrees to carry the amount of self-insurance or comprehensive liability insurance, including contractual liability coverage, covering the indemnification and defense obligations set forth herein, subject to such types and amounts of self-insurance, retentions, or deductibles as are consistent with good business practice in the industry.

3. **LEAVE OF ABSENCE WITHOUT PAY**

A. Leave For Personal Business

Employees may be granted leave for urgent or substantial personal reasons such as caring for their newborn child, being appointed, or elected to an employee organization which requires their services in connection with SMUD activities, and furthering the employee's education. Employees must use all of their personal leave before starting their unpaid leave or take a lump-sum cash payment for their accumulated personal leave.

B. Medical Leave

Employees may be granted a leave for illness if they are regular, permanent, or probationary employees. The leave will be granted for a reasonable period of time for employees to recuperate from a disabling illness or injury. The General Manager/CEO must approve leaves of more than one year.

4. **PREGNANCY DISABILITY AND PARENTAL LEAVE**

A. Pregnancy Disability Leave

Pregnancy disability leave will be handled in accordance with SMUD's Administrative Policies Pregnancy Disability Leave, AP 04.05.09 (Effective 07-11-2012* Appendix G) and Family Care and Medical Leave, AP 04.05.05.(Effective 01-01-25 Appendix G) (Revised 1/1/2026)

B. Parental Leave (child bonding)

Parental leave will be handled in accordance with Administrative Policy Family Care and Medical Leave, AP 04.05.05 (Effective 01-01-25 Appendix G) (Revised 1/1/2026)

5. EFFECTS OF LEAVE ON SMUD BENEFITS

A. Leave of Absence with Pay

There is no effect on employee benefits.

B. Leaves of Absence Without Pay

1) Personal Leave and Sick Leave

While employees are on an unpaid leave of absence, they will not earn personal leave or sick leave credits. Employees in a leave without pay status and receiving Workers Compensation benefits (“WC”), will cease accruing leave credits unless they are supplementing their WC with personal or sick leave. Employees who are in a leave without pay status and receiving short- and long-term disability benefits do not accrue leave. *(Revised 1/1/2013)*

2) Salary Increases

Employees will not be eligible for salary increases or other benefits or considerations where service is a factor.

3) **Short- and Long-Term Disability (STD and LTD)**

If employees are on an unpaid leave of absence and they become disabled, they may be eligible for **STD or LTD** consistent with their **benefit enrollment** plan eligibility. *(Revised 1/1/2026)*

4) Health, Life, and Dental Coverage

- Medical Leave

If employees are regular employees on a leave of absence for illness or injury, they may continue participating in the group health, life, and dental plan. SMUD will pay its share of the premium under the provisions of the contract. The coverage in most cases will continue until employees are well enough to return.

- Personal, Education, and Non-medical Maternity Leave

If employees are regular employees, they may continue participating in the group health, life, and dental plans. However, SMUD will only pay its share of the premium for the first three months of leave. Beyond that time, employees will be responsible for the entire premium.

5) Holidays

Employees are not eligible to be paid for holidays when they are on unpaid leave of absence the day before and the day after the holiday.

6) PERS and Social Security

No contributions are made by the employee or SMUD when the employee is on an unpaid leave of absence.

6. EFFECTS OF LEAVE ON PAYROLL DEDUCTIONS

A. Less Than One Year

If employees' leave was less than a year, their payroll deductions (Deferred Compensation, United Way, Credit Union, Union Dues, etc.) will be reestablished upon their return.

B. One Year Or More

If employees' leave was for one year or more, they must reestablish the deductions upon their return.

7. ABUSE OF LEAVE

A. Expiration of Leave

If employees fail to return to work upon the expiration of their leave of absence, their employment with SMUD may be terminated.

B. Inappropriate Use of Leave

If employees use their leave of absence for purposes other than for which it was granted, their leave of absence may be terminated, and their employment with SMUD may also be terminated.

C. Unauthorized Leave of Absence

Absence without approved leave, voluntary or involuntary, for five consecutive workdays constitutes resignation from SMUD service, as of the last day worked.

See the Automatic Resignation Article, for further details.

8. **MILITARY LEAVE OF ABSENCE**

SMUD provides time off and other benefits (collectively referred to as “Military Leave”) to employees called to (a) active or inactive duty/training in the Armed Forces (Air Force, Army, Coast Guard, Marine Corps, Navy, and Space Force), Air National Guard, and Army National Guard, (b) active or inactive duty, training, encampment, navel cruises, special exercises, or like activity in the National Guard, Naval Militia, or Commissioned Corps of Public Health Services, or (c) an emergency operation of the Civil Air Patrol (a California Wing of the civilian auxiliary of the United States Air Force) (a) through (c) are collectively referred to as “Military Service”). In accordance with federal and state laws, SMUD provides job protection for reemployment after Military Service without loss of seniority, status, and pay as set forth in this Article. *(Revised 1/1/2022)*

A. Eligibility and Approval for Unpaid and Paid Military Leave

- 1) Generally, there is no required minimum amount of employment with SMUD required for unpaid Military Leave. However, for those in the Civil Air Patrol, they must have been employed with SMUD continuously for 90 days prior to the requested unpaid Military Leave. *(Revised 1/1/2022)*
- 2) 30 days of paid Military Leave (no more than 240 hours) is available to employees providing Military Service who (1) have completed at least one year of continuous service with SMUD immediately before this Paid Military Leave that is sought, and (2) will return to SMUD within 180 days (including travel to and from) of the start of the Paid Military Leave. Payment for Military Leave is not available for times in which the employee would not be regularly scheduled to work at SMUD. *(Revised 1/1/2022)*
- 3) Up to 6 months of paid Military Leave per deployment is available to employees providing active Military Service and who (1) have completed at least one-year continuous service with SMUD immediately before this Paid Military Leave is sought, and (2) have not received the benefit in Section A.2 of this Article within the prior year. Leave pursuant to this paragraph will be paid in the amount of the difference between their military base pay and their regular salary and continue their existing health and welfare premium. After six months of active duty, such employees will be placed on unpaid Military Leave and will be required to pay all further benefits premiums. Employees who performed Military Service will receive a week’s personal leave on their return from a duty of more than 180 calendar days in recognition of their need for rest and recuperation. *(Revised 1/1/2022)*

B. Service Time Credit

Employees’ time on Military Leave counts as SMUD service for calculating benefits. *(Revised 1/1/2022)*

C. Benefits Determination

1) Leave Accruals

When on Military Leave without pay, an employee's personal and sick leave accruals are suspended. *(Revised 1/1/2022)*

2) Personal Leave Lump Sum Payout

Employees called up for active Military Service may request a lump sum payout for their accrued personal leave. *(Revised 1/1/2022)*

3) Holidays

Employees on paid Military Leave are eligible for paid holidays. *(Revised 1/1/2022)*

4) Deferred Compensation

Employee's arrangement remains in effect unless they wish to change it.

D. Employee's Responsibility

Employees are expected to request a Military Leave and other leaves of absence from their manager with as much advance notice as possible. Employees are expected to keep their manager advised of their leave situation and notify People Services & Strategies at least two weeks prior to expiration of their Military Leave to discuss their return to work. *(Revised 1/1/2022)*

E. Return from Military Leave

When employees are ordered to active-duty Military Service and return within 5 years of call-up, they are entitled to return to their former position if it still exists. If it has ceased to exist, employees will be reinstated into a comparable position. If employees were ordered to active duty during war, national emergency, national conscription, or pursuant to an order of the United Nations, or for other reasons specified by law, the 5-year limitation is not applicable. In order to be eligible for such an exception to the 5-year limitation, employees must not have received a dishonorable discharge. Employees must return from full time Military Service within 40 days of being released, and employees returning from service or within twelve months of the date on which they could have terminated from active service, whichever is sooner. Or, if they are returning from active duty for training, initial active duty for training, inactive duty training, or fulltime National Guard training, they must return within 14 days following the completion of service if their service was 31 to 180 days (within 90 days if their service was more than 180 days). *(Revised 1/1/2022)*

For reserve training and other inactive duty activities, when the employee's service period is 30 days or less, they must report back to work on their next regularly scheduled work

shift after a reasonable time to arrive home, rest, and travel to work. When the employee's service period is from 31 to 180 days, they must report to work no later than 14 days following completion of service. For service of more than 180 days, the employee must apply and return to work no later than 90 days after completion of military service. Exceptions are made for employees injured or disabled during service. Such employees should contact People Services & Strategies. *(Revised 1/1/2022)*

F. Additional Voluntary Service

All requests for additional voluntary active duty must be submitted to the employee's manager for consideration and approval. The employee's manager may contact their commanding officer to determine the absolute necessity of the request. If the employee's request is approved, they will be paid leave within the limits set forth in this Article.

ARTICLE 14

EXPENSES

1. INTRODUCTION

SMUD will pay for or reimburse employees for authorized expenses relating to SMUD business.

2. PERSONAL VEHICLE USE

A. Authorization

Employees may be authorized by their Department Director, Area Head, or Program Director to use their own vehicle on SMUD business.

B. Personal Liability

Employees should have adequate limits of protection under their personal automobile liability policy. SMUD insurance does not cover an employee's own personal liability if they are in an accident.

C. Mileage Reimbursement

- 1) Mileage reimbursement rates are per IRS Guidelines up to the equivalent common carrier fare at the time of departure.
- 2) Incidental travel expenses (i.e., bridge tolls and parking) will be reimbursed at cost.
- 3) Mileage claims for trips to the Sacramento Airport are generally limited to the shortest round-trip distance between either:
 - a) Employee's work headquarters and the airport; or
 - b) Employee's home and the airport.

Note: Special circumstances (i.e., trips by spouses, loss of carpool privileges, or leaving on a weekend) may qualify for increased mileage allowances. Employees should discuss possible exceptions with their Department Director.

3. TEMPORARY CHANGE OF HEADQUARTERS

A. General

If employees are temporarily assigned a change of work headquarters, SMUD will assure that they have appropriate lodging, meals, travel time, and transportation or mileage reimbursement to enable the employee to maintain their expected level of performance and to minimize any disruption to their customary standard of living.

B. Reimbursement

- 1) If employees are temporarily assigned to a work headquarters at such a distance from their permanent headquarters that it is not practical for them to commute daily, they shall be entitled to expense allowances as follows:

- a) Per Diem

Per diem per IRS guidelines is provided to cover such costs as meals, coffee breaks, snacks, newspapers, dry cleaning, laundry, personal phone calls, tips and taxes. The per diem rate covers all full days (midnight to midnight). Fifty percent (50%) of the rate will be paid for the first and last day, due to the reduced expenses.

- b) Lodging

SMUD will designate employees' lodging and pay for its cost. If employees choose to stay at another location, SMUD will pay the cost of that lodging up to the amount of the lodging originally selected by SMUD.

- c) Travel Time

Employees will be paid travel time each way for the actual commute required at the appropriate overtime rate from the designated lodging to the job site, up to a maximum of one hour each way. Travel time at the appropriate rate will be paid to employees on the first and last day of the job. Each 45 miles will equal one (1) hour of travel.

- d) Transportation

Transportation may be provided or arranged for by SMUD from the designated lodging to employees' temporary work headquarters. If a SMUD vehicle is not provided, employees will be authorized to use their own vehicle.

When employees use their own vehicle, they will be reimbursed for any mileage in excess of ten miles from the designated lodging to and from their temporary work headquarters under the private automobile reimbursement rates.

- 2) Employees will not be eligible for any of the above expense allowances if they live closer to the temporary headquarters than they do to their permanent headquarters.

C. Special Circumstances

If special circumstances exist at the time a temporary change of work headquarters is to be made, and it is in the best interest of SMUD, SMUD will meet and confer and may agree upon reasonable alternatives to the above expense allowances for meals, lodging, travel time, and transportation in advance of the assignment.

- 1) Temporarily Assigned to Work in The Back Country
 - a. The number of crew members assigned will be determined by the work required plus one. Participation will be on a voluntary basis.
 - i. In the event not enough qualified volunteers are available, SMUD shall, at its sole discretion, hire contract employees, or contract the work out, in accordance with the provisions of MOU Article 31.12.
 - b. Employees will be compensated as follows for each workday they are assigned to the back country:
 - i. An amount equivalent to two (2) hours of their regular, straight time base rate of pay. Note: This amount will be paid under timekeeping code WROC, and is not be reportable to CalPERS as income for purposes of calculating retirement benefits.
 - ii. Payment for Meals and Incidentals established by SMUD for South Lake Tahoe, El Dorado County, California (currently **\$86/day**). Note: This rate is established and updated annually by SMUD, based on data provided by the U.S. General Services Administration. (*Revised 1/1/2026*)
 - iii. Because employees are expected to provide their own camping equipment and supplies for back country assignments, compensation provided under this section will be disbursed to employees at least two weeks in advance of the assignment, in order for employees to purchase equipment and supplies in advance of the trip. Exceptions, in which case disbursement will be made as much in advance as possible:
 1. The next back country assignment, which will likely take place in less than two weeks' time
 2. In the event of an emergency or last-minute substitution
 - c. Back Country assignments will normally be continuous in nature. That is, they will not normally involve a day off during the assignment, unless such time off is required to meet minimum rest requirements prescribed by the MOU. All overtime work while on back country assignment must be approved by management in advance. Employees have the option to return to Fresh Pond every 6th day. Note: SMUD will not provide special transportation for this purpose.
 - d. This agreement will remain in effect through the term of the current MOU, unless modified by the parties in writing. (*Revised 1/1/2013*)

D. Daily Commute

- 1) If employees are temporarily assigned to a work headquarters and the distance is such that they can commute daily from their home, they will be paid travel time each way as follows:

	Fresh Pond	Headquarters	Rancho Seco	Elk Grove	East
Fresh Pond	-	1 hour	1½ hours	1½ hours	1 hour
Headquarters	1 hour	-	1 hour	½ hour	½ hour
Rancho Seco	1½ hours	1 hour	-	½ hour	1 hour
Elk Grove	1½ hours	½ hour	½ hour	-	½ hour
East Campus	1 hour	½ hour	1 hour	½ hour	-

- 2) If employees live closer to the temporary headquarters than their permanent headquarters, they will not be paid travel time since they are already benefiting from the reduction in their normal commute.
- 3) If employees are not provided with SMUD transportation for the temporary change of headquarters, they will be paid for any additional commute in mileage as a result of the headquarters change.

E. Formal Training Purposes

For formal training purposes, including apprentice training, employee's reporting headquarters may be temporarily changed (less than 12 months) without additional compensation if their round-trip commute distance is not increased by more than 10 miles.

4. TRAVEL EXPENSES

Employees may choose per diem reimbursement or provide receipts for reimbursement of actual expenses. Employees are expected to exercise sound judgment and common sense whenever they incur expenses.

A. Per Diem Purpose

Per diem is provided to cover such costs as meals, dry cleaning, laundry, personal phone calls, tips, and taxes.

B. Per Diem Eligibility

Employees will be paid per diem if they are traveling away from SMUD for an extended time (normally nine calendar days or longer).

C. Per Diem Rates

- 1) Per diem rates are per IRS Guidelines. Contact travel arrangers for individual meal breakdown.

- 2) The per diem rate covers all full days (midnight to midnight). Fifty percent (50%) of the rate will be paid for the first and last day, due to the reduced expenses.
- 3) The per diem rate does not include lodging expenses.
- 4) If the Department Director determines that the per diem rate is insufficient for the circumstances, he/she may authorize use of the meal allowance rates and actual costs for incidental expenses. This may result from an employee traveling to a number of different locations or to a high cost-of-living area.
- 5) Per Diem rates should be requested under the "Meals" area of the Travel Claim.
- 6) Contact department travel arrangers for further information.

5. **MOVING EXPENSES**

Reasonable relocation expenses will be authorized for new employees, if it is necessary to recruit outside the Sacramento area. Employees will be reimbursed in accordance with SMUD MP 05.03.03.100 dated July 25, 2025. (See Attachment E) *(Revised 1/1/2026)*

6. **MISCELLANEOUS REIMBURSABLE EXPENSES**

A. **Registration and Licensing Fees**

SMUD will pay 100% of registration or licensing fees and the cost of maintaining a registration or license, **which may include physicals, travel time to and from appointments, etc.**, when SMUD requires it for employees to perform their job. **When SMUD offers on-site appointments for physicals and the employee declines, employees may use their own physician. Time taken for the appointment and travel time to and from will be on the employee's own time.** Regular driver's licenses are exempted. SMUD will pay all initial license fees and all but \$10 of the renewal fee on renewals for commercial drivers' licenses. *(Revised 1/1/2026)*

B. **Organizational Membership Fees**

SMUD will pay organization membership fees when membership is held in SMUD's name and when SMUD requires the employee to be a member of an organization.

SMUD will pay 100% of the membership fee for any employee who wants to join SMUD's Toastmaster Chapter.

Professional organizations' membership fees are generally reimbursable. Service, social, and labor organizations' membership fees are not normally reimbursable.

C. Business Meeting Expenses

Employees will be reimbursed for expenses associated with any meeting they are required to attend as a SMUD representative. Approval is required at the area head level or above. Employees are not normally eligible for reimbursement in other situations. The department Director level or above may approve exceptions.

D. Communications Expenses

Employees may be reimbursed for the actual cost of telephone calls, faxes, telegrams, etc. when those costs are connected with official SMUD business. Approval is required at the area head level or above.

E. Miscellaneous Expenses

Other miscellaneous expenses may be reimbursable when spent conducting SMUD business.

7. PERSONAL TOOLS

Employees in certain job classifications are required to provide some or all tools that are needed to perform the duties of their job. These tools will be replaced by SMUD if they are worn, lost, or stolen under certain conditions. This policy does not apply to Rancho Seco employees. Procedures at this work location are established by the responsible department Directors.

A) Responsibility

1) Employee

- a) To provide all tools listed on the tool list for the job classification.
- b) To provide tools of good quality and that meet SMUD's safety standards.
- c) To take all reasonable precautions to protect tools from theft, including locking them up when not in use. It is understood that some trucks may be unlocked for emergency use.
- d) To report in a timely manner tools lost or broken on a SMUD job or stolen as a result of a forcible entry on SMUD property.

2) Department

- a) To inspect the required tools employees provide to ensure the tools meet SMUD standards.
- b) To maintain a current list of job classifications required to furnish tools.

- c) To maintain a current list of all tools that is required for each job classification.
 - d) To inform tool room or office responsible for department tools of any additions or deletions to the list of job classifications or tools.
 - e) To provide the employee who must furnish tools a listing of tools that is required.
 - f) To provide a proper place to store tools under reasonably secure conditions to prevent loss due to theft.
- 3) Tool Room or Office Responsible for Department Tools
- a) To replace tools when requested and approved by the employee's immediate Supervisor and Area Head.
 - b) To maintain a file of employees who have had tools replaced. This file should contain the employee's name, job classification, department, tool replaced, and its cost.

B. Conditions For Tool Replacement

- 1) A tool listed on the tool list for the employee's job classification is replaced at SMUD expense when it is:
 - a) Worn or broken by normal use on a SMUD job;
 - b) Lost in the course of performing SMUD work;
 - c) Stolen as a result of clearly identifiable forcible entry on SMUD property.
- 2) A tool will not be replaced by SMUD when it is:
 - a) Not listed for employee's job classification;
 - b) Worn or broken as a result of employee personal use or from other employment;
 - c) Lost or stolen because of employee negligence.

8. SMUD TOOLS

- A. SMUD provides tools to certain employees in various classifications. The tools are purchased for SMUD business purposes and use. Each business unit will prepare guidelines to include:
 - 1) Determining tool needs for employees;
 - 2) Procedures for issuing and marking tools;

- 3) Procedures for replacing broken or lost tools;
- 4) Annual inventory of individual tool assignments;
- 5) Procedures to follow in case of theft of tools;
- 6) Procedures for personal use of SMUD tools.

ARTICLE 15

GRIEVANCES

1. INTRODUCTION

It is the intent of both SMUD and the Union that grievances be resolved at the lowest possible level, in a timely manner to promote continuing cooperation between management, the Union and employees.

2. DEFINITIONS

A. A grievance is an employee objection to the application of a SMUD rule, policy, or approved memorandum of understanding on personnel practices or working conditions to the employee's particular situation. An objection to the terms and provisions of a rule, policy, or memorandum of understanding is not considered a grievance. However, an objection to the way a rule, policy, or memorandum of understanding is applied in a particular Grievant's situation would be considered a grievance.

B. Date of occurrence is the day the event that is the subject of the grievance occurred, or the date when the grievant reasonably should have been aware of the occurrence of the event that is the subject of the grievance.

3. APPLICATION

Employees shall have the right to represent themselves individually in their employment relations with SMUD. Employees may choose to use either this grievance procedure (with Union representation), or to represent themselves in grievances as defined above. For removals, discharges, or suspensions, **Employees** may choose to use either the grievance procedure or request a General Manager/CEO Hearing. (*Revised 1/1/2026*)

4. TIME LIMITS

Time limits contained in this grievance procedure are mandatory. Failure to meet the time limits shall result in forfeiture by the party (SMUD or Union) not meeting the time limits.

The parties may, by mutual written agreement, extend time limits. SMUD and Union may also, by mutual written agreement, waive any step in the procedure. Doing so does not change the procedures to be followed in later grievances.

5. REPRESENTATION

Employees who are Grievants, representatives, or witnesses will be given time off with pay to attend hearings and will be reimbursed for personal expenses (excluding legal fees) incurred in connection with the hearing.

If an employee is a grievant or witness in a formal grievance proceeding, they will be paid at the applicable overtime rate if they are requested to appear at such proceedings outside their

regular work hours. Related overtime rules such as shift differential, travel time, minimum call-out time, and overtime meals do not apply.

6. INFORMAL RESOLUTION

Prior to the filing of a formal grievance, the employee and/or the Union representative should attempt to resolve workplace disputes by meeting informally with the involved supervisor. If the workplace dispute cannot be resolved informally, the employee and/or the Union representative may use the following procedures to resolve the matter.

7. GRIEVANCE PROCEDURE

A. Step 1 – Director (or equivalent)

The initial formal step in the resolution of a grievance shall be a meeting requested by the grievant and/or the Union representative with the grievant's department director. This meeting shall be requested within 10 working days following **occurrence or the meeting with the supervisor if dispute is not resolved.** *(Revised 1/1/2026)*

This meeting will be held within 5 working days **(unless otherwise mutually agreed to in writing)** from the date of request and will include the grievant, and/or the Union representative, the department director, **and anyone else deemed necessary.** The Union representative shall submit grievance form (SMUD Form-1773) to the director in conjunction with this meeting. The representative will contact Labor Relations to secure an IBEW number for the grievance form. **A grievance not submitted on SMUD Form -1773 shall not be deemed as a procedural error and will be accepted by SMUD. Regardless of what form the grievance is submitted on, it shall be in writing.** *(Revised 1/1/2026)*

Within 10 working days of this meeting, the director shall submit a written response to the grievant and the Union representative, setting forth the basis for the decision regarding the dispute, including all supporting documentation.

If the parties are unable to resolve the grievance, the Union may refer the grievance to the Investigating Committee (IC). The referral must be received within 15 working days following receipt of the director's response. *(Revised 1/1/2018 per LOA)*

B. Step 2 - Investigating Committee

The IC will be comprised of a Senior Labor Relations Analyst and the Union Business Representative. This Committee shall meet as soon as possible, but no later than 5 working days after receipt of the written grievance.

The IC, after discussions with the grievant, may resolve the grievance, conduct an independent investigation, or at the request of either party, refer the matter to a Fact Finding Team or to the Grievance Review Committee.

- 1) Fact Finding Team

- a) The Fact Finding Team (FFT) shall be comprised of one individual appointed by SMUD and one appointed by the Union. The FFT may be comprised of the same members as the IC.
- b) The IC will give the case to the FFT with specific time frames for completing the investigation. If required for a complete investigation, these time frames may be adjusted by the FFT.
- c) The FFT, with input from the grievant, the involved supervisor, and the IC, may decide who will be interviewed.
- d) The FFT shall arrange meetings with the interviewees.
- e) The FFT shall prepare a non-partisan report of its findings and shall submit the report to the IC within 10 working days following completion of the investigation.

If the IC does not resolve the grievance, the Union may refer the grievance to the Grievance Review Committee (GRC) for consideration within 10 working days of this decision.
(Revised 1/1/2022)

C. Step 3 - Grievance Review Committee

The GRC shall be comprised of 6 members; 3 appointed by SMUD, 3 appointed by the Union. At least one of the Union members shall be a full-time representative of the Union and at least one of SMUD members shall be an Executive Officer (or equivalent). The IC shall provide each member of the GRC all available information concerning the grievance. **The GRC shall hold a discussion of the grievance in order to reach a resolution within 20 working days of the referred grievance from step 2 unless otherwise mutually agreed to in writing.** *(Revised 1/1/2026)*

Upon reaching a unanimous agreement, the GRC shall issue a written decision, signed by each member of the committee, to the involved parties and other individuals as determined by the Committee. The decision is final and binding.

If the grievance is not resolved by the GRC within 10 working days of the grievance discussion, either party may submit it to arbitration by serving written notice to the other party. The notice must be postmarked or received within **30** working days after the grievance was considered by the GRC. *(Revised 1/1/2018 per LOA) (Revised 1/1/2026)*

D. Step 4 - Arbitration

Within 30 working days of the written decision of the GRC, as referenced in C above, the Union may formally submit the grievance to arbitration, SMUD and the Union will mutually agree to the selection of an arbitrator. The arbitrator shall be limited to resolving grievable matters as defined in this Article as raised in the formal grievance originally filed by the employee. The arbitrator shall examine the case to the extent and manner justified. The conclusions of the arbitrator will be final and binding. The arbitrator shall have no

power to alter, change, detract from, or add to the provisions governing the labor relations of SMUD and its employees, including, but not limited to, the MUD Act, MMBA, and this Agreement. *(Revised 1/1/2026)*

The fees and expenses for arbitration shall be shared equally by the Union and SMUD.

The parties mutually agree that they may resolve a dispute at any step in the process; however, resolution at Step 3 or below is without prejudice to the position of either party, unless mutually agreed to **in writing** otherwise. *(Revised 1/1/2026)*

8. GRIEVANCE SETTLEMENT

SMUD will make every reasonable effort to effectuate remedies provided for in a grievance settlement within 30 calendar days of such settlement after receipt of all necessary information and/or documentation. SMUD shall pay the grievant within 30 calendar days after receipt of all necessary information and/or documentation, any monetary compensation provided for in the grievance settlement. If SMUD fails to effectuate the grievance remedy within 30 calendar days, the Union may file a grievance concerning that failure.

9. GENERAL MANAGER/CEO HEARING

No provision of this MOU shall be construed to restrict an individual from presenting disputes involving removals, discharges, or suspensions to SMUD pursuant to Section 12161 et seq. of the California Public Utilities Code (outlined below) without the intervention of the Union. If an employee elects to proceed under this section, the procedures and grievance steps set forth in the foregoing sections of this Article, including arbitration, are not available to the employee.

What can be heard? Any grievance of a decision calling for removal, discharge or suspension.

Who can be heard? All SMUD employees having appropriate grievances may appeal to the General Manager/CEO.

How to appeal? Written request for an appeal hearing must be filed with the General Manager/CEO by the grievant within 5 days of receipt of mailed notice of removal, discharge or suspension or prior to the effective date of action, whichever is later.

Who will hear it? The General Manager/CEO, upon receiving written request, will immediately appoint a committee of 3 to hear the case. The committee will consist of SMUD officers, assistant officers (other than elected officials), department Directors, or area heads. The General Manager/CEO will mail notice of hearing time and place to the last known address of person being heard.

Hearing and ruling on the grievance. The committee will examine the case to the extent that it feels warranted. The committee may, among other things, order the employee discharged, suspended, or reinstated. The committee's order is final unless further appealed to the General Manager/CEO within 10 days after the date of the order.

10. GRIEVANCE PROCEDURE – DISCRIMINATION/HARASSMENT

In all cases involving an employee represented by IBEW Local 1245 as a respondent in a complaint in violation of SMUD Administrative Policy 05.01.01, the respondent will be permitted to have Union representation present during any interview(s) conducted with the respondent during the investigatory process. The investigator shall be instructed to explore all reasonable leads and, within reason, interview all persons identified as having information likely to influence the eventual outcome of the investigation. *(Revised 1/1/2022 per LR 19-021)*

The investigator shall submit a confidential report to SMUD. SMUD will review the report and determine whether or not discipline is appropriate. If no discipline is imposed, the case is closed, and the report is filed consistent with current practice. If the respondent is disciplined, a copy of the report will be sent to Local 1245's designated representative. The report will be held in the strictest confidence to ensure and protect the privacy of the individuals involved.

If any discipline is imposed and the employee chooses to appeal the discipline using the grievance procedure, the grievance shall be filed initially at Step 3.

ARTICLE 16

DISCIPLINE

1. INTRODUCTION

Disciplinary action involving IBEW-represented employees will be handled in accordance with SMUD's Positive Discipline Policy, AP 05.02.09. *(Revised 1/1/2022)*

2. PROGRAM EXCLUSION

SMUD's Substance Abuse Program, SMUD's Non-Discrimination/Anti-Harassment Policy AP 05.01.01, SMUD's Whistleblower and Anti-Retaliation Policy AP 05.01.03 and the DOT Drug and Alcohol Program are "stand alone" programs/policies and violations of these programs/policies will not be subject to the provisions of this Article. *(Revised 1/1/2022)*

ARTICLE 17

PERSONNEL FILES

1. INTRODUCTION

Documentation concerning work performance, absenteeism, and disciplinary action may be put in the employee's official personnel file.

2. GUIDELINES

- A. The signature or initial of the employee should be obtained on these documents to confirm notification of such action.
- B. An employee is entitled to a copy of all such material upon request.
- C. An employee may have documents **(including electronic)** relating to work performance, absenteeism, and disciplinary actions removed if the documents are one year or older. However, documentation involving theft or insubordination may be retained for longer periods at management's option. *(Revised 1/1/2026)*

ARTICLE 18

PERFORMANCE EVALUATIONS

1. **INTRODUCTION**

Employee performance will be periodically evaluated and documented on a thorough, systematic, and objective basis.

2. **DURING PROBATION**

A. Six-Month Probation

Current employees will be evaluated at the end of their third and fifth month.

Effective 1/1/2013, all new hired IBEW represented employees will serve a twelve (12) month probationary period and will be evaluated consistent with the following paragraphs. *(Revised 1/1/2013)*

B. Twelve-Month Probation

Employees will be evaluated at the end of their fifth and eleventh months.

C. An employee's supervisor may formally evaluate their performance at more frequent intervals.

D. All employees hired after 1/1/13 that serve a twelve (12) month position probation in a classification with multiple steps in the pay scale group will, upon successful completion of probation, receive a two-step increase, not to exceed the top step. *(Revised 1/1/2018 per LOA)*

3. **FOLLOWING PROBATION**

Employees will be evaluated at the time of their merit increase. If employees are at the top of their pay range, they will be evaluated annually.

4. **UPON TERMINATION**

Any employee may be evaluated if they resign, are laid off, or terminated. Employees with less than satisfactory performance at the time of termination are normally not eligible for rehire.

5. **UPON TRANSFER, PROMOTION, OR DEMOTION**

A position probation is required for every appointment to a new position. An employee who has previously passed probation in the classification into which they are reinstated, shall not be subject to the completion of a new probationary period; however, those returning to a comparable position in a different class must serve another probation, based on SMUD Civil Service Rules. Performance Evaluations will be completed consistent with 2, above.

In addition, an employee's supervisor in their prior department is required to complete an exiting performance evaluation to accompany their ESN moving them to the new department. People Services & Strategies will not process the transfer ESN without the evaluation.
(Revised 1/1/2022)

ARTICLE 19

PROMOTIONS

1. INTRODUCTION

States SMUD's policy and guidelines regarding promotions.

2. PROMOTIONAL STARTING RATES

A. Promotion to an Hourly-Rated Classification

When employees are promoted to an hourly-rated classification, their placement on the salary range will be based on the following considerations:

- 1) Quality and quantity of experience relevant to the classification.
- 2) Salary level and qualifications of other SMUD employees in the work group in the same class or class series.
- 3) Future opportunities for pay and benefits.
- 4) Availability of other qualified applicants.
- 5) Department labor budget.

Unless stated otherwise, if employees are promoted to an hourly-rated classification, they will start at the step that provides a minimum of a 2-1/2 percent salary increase.

This promotional increase is in addition to any scheduled merit increase that would have been received within 3 months from the date of promotion had the promotion not occurred.

The promotional increase will be applied to the employee's permanent classification salary rather than to any current or interim temporary promotional salary.

3. PROMOTIONAL STARTING DATES

Promotions are effective at the beginning of a payroll period. The effective date of a promotion will be no later than the beginning of the first payroll period following the employee's 2 weeks of notice to their supervisor. The actual release date will be mutually agreed upon by the affected department Directors.

4. CHANGE WITHIN HOURLY-RATED CLASSIFICATIONS WITH IDENTICAL STARTING RATES BUT DIFFERENT MAXIMUMS

If employees move within hourly-rated classifications with identical starting rates but different maximums (either higher or lower), the specific step that they would move to in the new salary range is individually determined.

5. ELIGIBILITY LISTS

- A. Open eligibility lists shall continue to be certified for appointments for a period of 2 years from their inception, unless otherwise abolished through the normal Civil Service processes.
- B. Whenever eligibility lists are abolished, notification of the cancellation of the list should be sent to the Union representative **and all affected IBEW employees currently on the eligibility list**. This is to assure that the Union is aware of the list cancellation and can answer or counsel employees as appropriate. *(Revised 1/1/2026)*
- C. Whenever there exists a current promotional eligibility list and an open eligibility list for the same position, for certification purposes, the promotional list takes precedence over the open list.

6. TRANSFER/PROMOTION PROCESS

Permanent civil service vacancies that are to be filled through internal examination and only open to SMUD employees are listed as Transfer/Promotion opportunities. Civil Service Rules will establish which SMUD employees are eligible to apply for transfer/promotion opportunities (i.e., Rule 2). Hiring departments will be responsible for conducting a transfer/promotion selection process in consultation with People Services & Strategies staff. These vacancies will be posted as a Transfer/Promotion job announcement for a minimum of 10 working days.

An eligibility list may or may not be established from a transfer/promotion examination process. If an eligibility list is established, it will be maintained by People Services & Strategies and governed by Civil Service Rule provisions pertaining to eligible lists, except that the list duration shall not exceed 12 months for classes represented by the IBEW. *(Revised 1/1/2018 per LOA) (Revised 1/1/2022)*

SMUD at its discretion may post a notice to fill a vacancy using a 'Transfer/Eligible List' announcement, unless the only candidates able to apply are the incumbents on an eligibility list. 'Transfer/Eligible List' announcements will be posted for a minimum of five (5) working days. When filling a vacancy identified by a 'Transfer/Eligible List' announcement, the hiring supervisor may choose a qualified candidate from an existing Civil Service Eligible List or transfer a qualified employee in the same classification who has applied for the job in response to the 'Transfer/Eligible List' announcement.

Applicants not on a previously established Civil Service List, applicants who are not eligible for transfer, or applicants who have not applied for the job in response to the 'Transfer/Eligible List' announcement will not be considered for positions posted in this manner.

ARTICLE 20

TRANSFERS

1. INTRODUCTION

Qualified employees may move from one position to another, in either the same or in a different class through the transfer/promotion process or in some instances the reassignment or reallocation process.

2. TRANSFERS - ELIGIBILITY

- A. Employees may request a transfer from one class to another within or between employee groups if they possess the qualifications required to perform the job.
- B. Employees may take a voluntary demotion.
- C. The supervisor in the new department may establish a salary level lower than the employee's current pay based on the employee's knowledge and experience as compared to others in the same class.
- D. The effective date of the transfer is arranged between the supervisors. Employees should be released from their supervision within four (4) weeks from the date of request.
- E. See Civil Service Rules for further details.

3. MEDICAL TRANSFERS - ELIGIBILITY

SMUD may transfer employees from one class to another within or between employee groups if they have an illness or injury preventing them from continuing in their current position.

4. DEMOTIONS

Employees may move to a position or class with a lower pay range or rate of pay.

A demotion may be voluntary or involuntary and is made to a position whose duties the employee is qualified to perform. When Federal, State, or local regulations require an employee to obtain and maintain special qualifications and the employee is unable to obtain or maintain them, the employee may be transferred or demoted.

A demoted employee does not have to serve another probationary period if the employee previously completed probation in that class; however, those returning to a comparable position in a different class must serve position probation, based on SMUD Civil Service Rules. An employee's salary may be reduced in order to be within the grade range of the new class.

(Revised 1/1/2022)

5. ROTATION AND TRAINING ASSIGNMENTS - ELIGIBILITY

- A. Rotation and training assignments are for cross-training purposes. They allow SMUD and employees to maximize employee potential without a class change.
- B. In order to be considered:
 - 1) Employees must have successfully completed their probationary period; and
 - 2) Employees must possess the qualifications to perform the assignment; and
 - 3) Employee assignment must be approved in advance by the appropriate Chief Officer or the General Manager/CEO, after a review by the Director, People Services & Strategies.
(Revised 1/1/2022)
- C. Employees retain their existing class and pay level. These temporary assignments are voluntary. They may be renewed when it is in the best interest of both the employee and SMUD.

ARTICLE 21

AUTOMATIC RESIGNATION

1. INTRODUCTION

Unauthorized leaves of absence can result in an employee forfeiting their SMUD employment.

2. AUTOMATIC RESIGNATION

Absence without authorized leave, whether voluntary or involuntary, for five consecutive days is an automatic resignation from SMUD service **effective the day after the 5th consecutive workday of unauthorized leave. (LR 24-008). (Revised 1/1/2026)**

3. REHIRE

An employee can request rehire from automatic resignation in writing to the department Director if submitted:

- A. Within ten days of department Director's mailing of acceptance of resignation to employee's last known address; or
- B. Within 90 days of the separation date if no notice of acceptance of resignation is mailed.

The employee must make a satisfactory explanation of the cause for the absence and reason for failure to obtain authorization.

The department Director may rescind the resignation and rehire the employee if satisfied that the reasons warrant rehire. The employee shall not be paid for any period of the unauthorized absence.

Authorized leave may be granted from the date of the department Director's decision to rehire, if the employee is unable to resume duties immediately.

ARTICLE 22

LAYOFF PROCEDURE

1. **INTRODUCTION**

If a reduction in force becomes necessary, SMUD will prepare a program that addresses the particular situation and will communicate it to appropriate bargaining unit representatives and employees. Affected employees will be notified at least ten working days prior to layoff.

2. **SEQUENCE OF LAYOFFS**

Layoffs will be determined by classification. All non-Civil Service employees appointed to permanent positions, part-time employees, limited term employees, or temporary construction employees in the affected class will be laid off first. SMUD will determine the order. Civil Service employees will then be laid off in reverse order of SMUD seniority. Ties in seniority will be broken by management based on the business needs of SMUD. The names of those laid off will be automatically placed on a reinstatement list for a period of two years for their class and will remain on any other eligibility lists.

3. **BUMPING**

A Civil Service employee whose position is being eliminated may bump a person with less SMUD seniority in the employee's same or immediately prior held class. The employee may also bump into a comparable or lower class position within the employee's class series and bargaining unit if necessary to avoid being laid off. Employees who bump will be automatically placed on the reinstatement list for a period of two years and will remain on any other eligibility lists. The employee must meet the minimum qualifications for the job. The Director, People Services & Strategies and the appropriate bargaining unit representative will review a challenge to the employee's qualifications. Determination that an employee is not qualified must be unanimous. A bumping employee will not have to serve another probationary period. *(Revised 1/1/2022)*

Employees with bumping rights will be offered a position at the highest level possible consistent with these rules. Employees who decline the position offered will be laid off.

4. **REINSTATEMENT**

A reinstating employee will be offered a return to the class that the employee left. The employee's salary will be reinstated to the same relative position in the salary range. The employee's SMUD seniority will be restored as if the employee had not left. Sick leave balance and personal leave accrual rates will be restored. The employee will not accrue paid leave during the layoff period. The employee who passed probation in the class will not have to serve a new probationary period.

A person failing to respond within ten working days of notification or declining an offer to return will be removed from the reinstatement list.

5. **WORKSITE AGREEMENT**

When a permanent change of worksite becomes necessary due to a reduction-in-force at that worksite, the employees at the worksite with the least amount of SMUD seniority who are in the classification to be reduced will be impacted first; provided however, that a more senior employee at that worksite has not voluntarily accepted an offer to change worksites (any such offer would be extended for two workdays only). SMUD worksites are Sacramento (Customer Service Center, and Headquarters Campus), Elk Grove Yard, East Campus Operations Center, and Fresh Pond. *(Revised 1/1/2013)*

The impacted employee will have the opportunity to move to the least senior position in the same classification SMUD-wide; provided however, that his/her SMUD seniority is greater. For this purpose, vacancies shall be considered to be the least senior positions within the classification.

Where multiple positions are involved, impacted employees shall choose their placement from among the equivalent number of least senior positions in order of their seniority, i.e., the most senior impacted employee shall have first choice of placement. Where multiple placements are possible at a single worksite, SMUD shall determine the placements at that worksite.

In the event no placement is possible within the same classification, or the employee refuses a placement within the same classification, that employee shall be laid off unless the employee exercises his/her bumping rights under Civil Service Rule 6, Reductions In Force.

Should a vacancy occur in the same classification at a transferred employee's former worksite within 24 months of his/her displacement, the employee shall have a right of return to the former worksite in order of seniority.

ARTICLE 23

SUBSTANCE ABUSE PROGRAM

1. INTRODUCTION

Where there is evidence of drug or alcohol abuse or reasonable cause to believe such abuse exists, drug/alcohol screening may be performed in accordance with SMUDs' Substance Abuse Testing and Rehabilitation Program's Administrative Policy and Management Procedure.

2. RELATION TO DISCIPLINE

The Substance Abuse Testing and Rehabilitation Programs are "stand alone" programs and violations of these programs will not be subject to the provisions of Article 16, Discipline.

ARTICLE 24

DOT DRUG AND ALCOHOL

1. INTRODUCTION

Compliance with U.S. Department of Transportation drug and alcohol testing requirements shall be handled in accordance with SMUD's Substance Abuse Testing and Rehabilitation Programs AP 05.02.06.

2. RELATION TO DISCIPLINE

The Substance Abuse Testing and Rehabilitation Programs are "stand alone" programs and violations of these programs will not be subject to the provisions of Article 16, Discipline.

ARTICLE 25

PERSONAL APPEARANCE

1. INTRODUCTION

Personal appearance standards should be consistent with the nature of the work performed.

Responsibility: Supervisors are expected to apply standards of appearance and demeanor among employees.

2. GUIDELINES

Supervisors and employees should consider the following in determining personal appearance standards:

- A. The degree of public contact the employee's position involves;
- B. Whether the employee's personal appearance creates a health or safety hazard;
- C. Whether the employee's personal appearance interferes with the efficient performance of the job.

ARTICLE 26

EMPLOYMENT OF RELATIVES

1. INTRODUCTION

Issues involving the employment of relatives involving IBEW-represented employees will be handled in accordance with SMUD's Employment of Relatives policy, AP 05.03.04.

ARTICLE 27

OUTSIDE EMPLOYMENT

1. INTRODUCTION

Outside Employment will be handled in accordance with SMUD's Outside Employment Policy, AP 05.03.05.

ARTICLE 28

EDUCATIONAL ASSISTANCE

1. INTRODUCTION

Educational assistance will be handled in accordance with SMUD's Education Assistance & Tuition Reimbursement Policy and Procedures, AP 04.03.02 & MP 04.03.02.100.

ARTICLE 29

INCLEMENT WEATHER

1. GUIDELINES

- A. When inclement weather prevents employees from performing routine energized work, climbing, or safely performing tasks in the field, they may be held pending emergency calls. The time can be used for performing safe tasks in the field, training, or miscellaneous work.
- B. Permanent Civil Service employees who report for work on their workday, but are not required to work in the field because of inclement weather, are paid for the full day. Such employees who are not assigned other productive work (as provided above) may request to take the day as personal leave. If the request is approved, the employee will only be charged one-half hour for each full hour of leave taken.
- C. All non-regular employees may be released when inclement weather prevents them from working. They are paid only for the time worked, or the time they are held on SMUD premises. However, they will receive a minimum of two hours pay for reporting to work.
- D. When SMUD management elects to limit routine work for reasons including, but not limited to, excessive heat and wildfire smoke events, SMUD management may offer personal leave and the employee will only be charged one-half hour for each full hour of leave. *(Revised 1/1/2022)*

ARTICLE 30

BENEFITS

1. **INTRODUCTION**

SMUD's benefits program is designed to be a valuable component of employees' total compensation that maximizes the value of the benefits offered for the dollars spent.

The comprehensive benefit program is an umbrella of protection and security that includes health, dental and vision insurance, disability, retirement, and supplemental retirement plans. These programs are designed to provide an employee with sufficient income and other benefits to minimize the financial impact of a catastrophic accident or illness on employees and their families.

2. **ELIGIBILITY**

All permanent full-time, permanent part-time (working at least 20 hours per week), and limited term employees will be eligible to participate in the different health and welfare benefit plans. Each benefit plan offered by SMUD has its own requirements for dependent eligibility and participation.

To receive medical and dental benefits as a SMUD retiree, an employee must have served at least the equivalent of five years of continuous full-time SMUD service immediately prior to retirement in order to be eligible to enroll in the plans. *(Revised 1/1/2022)*

3. **BENEFITS OFFERED**

SMUD offers health and welfare benefits mandated by federal or state regulations such as Social Security, Unemployment Insurance, and Workers' Compensation. In addition to the mandated benefits, the following benefit options are offered:

- Medical
- Dental
- Vision
- Flexible Savings Account
- Short-Term Disability
- Long-Term Disability
- Employee Life Insurance
- Spouse Life Insurance
- Dependent Life Insurance
- Retirement through the Public Employees Retirement System
- Extended Compensation under Workers' Compensation
- Tax Deferred Plans – 457(b) and 401(k) deferred compensation plans

The IBEW Benefit Guide Book shall be printed and distributed to all IBEW employees no less than 2-weeks prior to Open Enrollment. The Benefit Guide will also be available on the SMUD iNet which summarizes the benefit options offered to IBEW employees each calendar year.

Complete terms of these benefit plans are specified in the Evidence of Coverage documents available on the Benefits administration portal.

SMUD will provide the following medical plan options to all IBEW-represented employees regardless of zip code where they reside, this is to ensure employees previously covered by the EPO medical plan and employees that reside in areas where HMO plans are not available, have the opportunity to utilize the EC-OC zip code as their primary work location to access HMO plans that they would not have access to based upon their home zip codes: *(Revised 1/1/2022)*

- High Premium HMO
- Low Premium HMO
- High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

IBEW-represented employees may need to use the EC-OC (zip code 95827) as their primary place of work when enrolling in a SMUD HMO medical plan option.

Effective January 1, **2026**, High Premium HMO Plan co-pays not to exceed the following maximums for the term of this MOU: *(Revised 1/1/2026)*

<u>Services</u>	<u>High Plan Maximums</u>	
Visit to Physician’s Office	Co-pay not to exceed	\$45
Vision and Hearing Exams	Co-pay not to exceed	\$45
Surgery Outpatient	Co-pay not to exceed	\$45
Emergency Room Visits	Co-pay not to exceed	\$155
Hospitalization	Co-pay not to exceed	\$250
Chiropractic Services	Co-pay not to exceed	\$45
Mandatory Generic	Co-pay not to exceed	\$25
Brand Name	Co-pay not to exceed	\$65
2 mail order co-payments for 100-day supply		

4. AGREEMENT TO MEET AND CONFER

SMUD and the Union agree, upon a written request of SMUD, to meet and confer in good faith over any proposed changes to any of the provided health plans and related matters (for example: health plan coverage transferred to CalPERS health program). If an agreement is reached, this MOU will be modified accordingly. If the parties are unable to reach agreement, the impasse procedure set forth in **the Meyers-Milias-Brown Act (MMBA)** will be used to resolve the impasse. *(Revised 1/1/2026)*

SMUD may re-open negotiations on the subject of the Affordable Care Act (ACA) or its impacts. If, during the term of the MOU, the legal requirements of the ACA have an impact on SMUD rights and obligations regarding health benefits for IBEW employees (e.g., the Cadillac Tax), SMUD and the Union agree to re-open Article 30 Benefits, in order to meet and confer over such impacts. *(Revised 1/1/2018)*

5. HEALTH & WELFARE BENEFITS ADVISORY COMMITTEE

The Health & Welfare Advisory Committee will meet (by mutual consent) for the purpose of cooperatively discussing and exploring various insurance providers, insurance plans, and creative designs to maximize optimal use of healthcare resources. The Committee may participate in the Request for Proposal (“RFP”) processes involving healthcare. The Committee may also review current healthcare benefits and submit a recommendation regarding such benefits when a majority of the Committee membership agrees on a recommendation. The recommendation shall be presented directly to either the Director, People Services & Strategies, or the Chief Diversity Officer, as appropriate. *(Revised 1/1/2022)*

The Health & Welfare Advisory Committee membership shall consist of a minimum of 2 and a maximum of 4 representatives each from both SMUD and the IBEW.

Each party shall designate one representative to be its Chair. The respective chairs are responsible for the conduct and decorum of meetings. The respective Chairs shall jointly determine the date, time, anticipated duration and location of Health & Welfare Advisory Committee meetings. They will exchange and discuss prospective agenda items at least two weeks in advance of a committee meeting and set the order of the agenda topics at that time. Additional topics for discussion may be added to the agenda later by mutual consent of the Chairs. Meetings will follow the agenda developed in advance. The parties may also mutually agree upon additional meetings. In addition, the respective Chairs are responsible for maintaining open lines of communication between Committee meetings to exchange information on new or developing issues, discuss the progress of Committee business, and plan for forthcoming meetings.

The respective Chairs shall determine the method and person responsible for the recording of the minutes of the meeting. The minutes of meetings will summarize the discussion that occurred and any recommendations to which a majority of the committee members agree and be signed by the respective Chairs of the Health & Welfare Advisory Committee meetings. The minutes of the meetings will not be introduced into any grievance hearing.

6. SMUD CONTRIBUTIONS

A. Employee Medical Plan Premium Contributions

1. Effective January 1, **2026**, IBEW-represented employees enrolled in SMUD medical plans will contribute a medical premium cost share as follows: *(Revised 1/1/2026)*
 - HMO plans: **12.5%**
 - PPO plans (closed to new enrollees): 30%
 - High Deductible Health Plan (HDHP) plans: 6%

These contributions shall not change during the life of the contract unless the parties mutually agree to do so in writing. SMUD shall contribute the difference between the employee contribution and the monthly premium cost on behalf of the employee.

2. SMUD shall take the necessary steps to enable IBEW-represented employee payroll deductions for medical premiums to be treated on a pretax basis.
3. SMUD will provide IBEW represented employees enrolled in the HDHP Health Savings Plan with an annual contribution on January 1 to a Health Savings Account (HSA):
 - **Effective January 1, 2026:** \$1700 (employee only) or \$2900 (employee with covered dependents). Five hundred dollars (\$500) of this contribution to the HSA is in lieu of the \$500 annual SMUD contribution to an eligible IBEW employee's Flexible Spending Account (FSA). (*Revised 1/1/2026*)

SMUD will pay any administrative fees attributed to the HSA. The annual contribution amount to the HSA will be front loaded and employees will be allowed to contribute pre-tax dollars each year up to the IRS-allowed maximum for the term of this MOU.

IBEW represented employees enrolled in the HDHP Plan will also be automatically enrolled in Accident and Critical Illness Insurance Plans at no cost to the employee.

These contributions shall not change during the life of the contract unless the parties mutually agree to do so in writing.

4. SMUD shall provide a monthly credit in the form of a cash payment of \$200 (reportable as taxable income) to an IBEW-represented employee who opts out of (waives) SMUD medical insurance coverage and can provide evidence of medical insurance outside of SMUD.
5. SMUD shall pay the administrative fees and contribute \$500 annually to each eligible IBEW-represented employee's Flexible Spending Account (FSA). Employees will be allowed to contribute pre-tax dollars up to the IRS-allowed maximum for the term of this MOU. Based on IRS guidelines, IBEW-represented employees who maintain an HSA will only be allowed to use monies in their FSA accounts for non-medical healthcare expenses (e.g., dental, vision).

Effective January 1, 2015, SMUD will establish procedures for all IBEW represented employees to be automatically enrolled in SMUD's offered FSA. Once enrolled, employees will be continuously enrolled unless they decide not to participate.

Those employees not wanting to participate in the FSA must inform SMUD's Benefits Unit during each Open Enrollment period of their intent not to participate. (*Revised 1/1/2018 per LOA*)

B. Retiree Medical Plan Contributions

SMUD provides continuation of medical and dental benefits for eligible employees, who retire from SMUD, and their eligible dependents. To be eligible for retiree benefits, an employee must be either: (1) a CalPERS Classic Member, at least age 50 or older and have the equivalent of five years of continuous full-time service with SMUD; or (2) a CalPERS PEPR Member, at least age 52 or older and have the

equivalent of five years of continuous full-time service with SMUD (age requirements above do not apply to Disability Retirements).

- **Retiree dental coverage is provided at no cost to retirees and their dependents.**
(Revised 1/1/2026)

TIER 1

For employees hired prior to January 1, 1991, SMUD will contribute one hundred percent (100%) of the retiree only portion of the premium for all SMUD-sponsored medical insurance plans, 90% for dependents for the two lowest cost health insurance plans, and 85% for dependents for the higher cost plans.

An eligible survivor of a deceased SMUD retiree may choose to continue Medical Coverage. (per SMUD Retiree 2025 Benefits Guide) (Revised 1/1/2026)

TIER 2

All IBEW employees hired on or after January 1, 1991, and before January 1, 2007, with continuous SMUD service and who is eligible to retire from SMUD, will receive SMUD provided medical contributions according to the following schedule:

Retiree's Years of Continuous SMUD Service	Percent (%) of SMUD Contribution for Retiree	Percent (%) of SMUD Contribution for Dependent(s) for 2 lowest cost plans	Percent (%) of SMUD Contribution for Dependent(s) for all other SMUD-sponsored plans
Less than 10	0	0	0
10	50	45	42.5
11	55	49.5	46.75
12	60	54	51
13	65	58.5	55.25
14	70	63	59.5
15	75	67.5	63.75
16	80	72	68
17	85	76.5	72.25
18	90	81	76.5
19	95	85.5	80.75
20	100	90	85

SMUD will contribute up to one hundred percent (100%) of the retiree-only portion of the medical insurance premium for all SMUD-sponsored medical insurance plans according to the Tier 2 schedule.

Tier 2 employees with continuous SMUD service and who retire with 20 years of service after the age at which they reach Medicare eligibility or age 65, SMUD shall contribute

100% of the retiree-only portion of the monthly medical insurance premium for all SMUD-sponsored health plans.

For dependent(s) covered under the retiree’s plan, SMUD shall contribute 90% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) on the two (2) lowest cost health insurance plans or 85% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) for all other SMUD-sponsored health plans.

SMUD percentage of contribution toward the medical insurance premium in effect at the time of retirement will remain constant throughout retirement. Every January 1, SMUD will recalculate the dollar amount of their contribution to reflect any changes in the medical premium rates. *(Revised 1/1/2018 to clarify intent)*

An eligible survivor of a deceased SMUD retiree may choose to continue Medical Coverage. (per SMUD Retiree 2025 Benefits Guide) *(Revised 1/1/2026)*

TIER 3

For employees hired on or after January 1, 2007, and before January 1, 2018, with continuous SMUD service and who are eligible to retire from SMUD, and who retire prior to the age at which they are Medicare-eligible or age 65, SMUD shall provide medical insurance premium contributions according to the following schedule:

Retiree’s Years of Continuous SMUD Service	Percent (%) of SMUD Contribution for Retiree	Percent (%) of SMUD Contribution for Dependent(s) for 2 lowest cost plans	Percent (%) of SMUD Contribution for Dependent(s) for all other SMUD-sponsored plans
Less than 10	0	0	0
10	25	22.5	21.25
11	27.5	24.75	23.38
12	30	27	25.5
13	32.5	29.25	27.63
14	35	31.5	29.75
15	37.5	33.75	31.88
16	40	36	34
17	42.5	38.25	36.13
18	45	40.5	38.25
19	47.5	42.75	40.38
20	50	45	42.5
21	55	49.5	46.75
22	60	54	51
23	65	58.5	55.25
24	70	63	59.5
25	75	67.5	63.75

SMUD will contribute up to seventy-five percent (75%) of the retiree-only portion of the medical insurance premium for all SMUD-sponsored medical insurance plans according to the Tier 3 schedule.

Tier 3 employees with continuous SMUD service and who retire with 25 years of service after the age at which they reach Medicare eligibility or age 65, SMUD shall contribute 100% of the retiree-only portion of the monthly medical insurance premium for all SMUD-sponsored health plans.

For dependent(s) covered under the retiree’s plan, SMUD shall contribute 90% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) on the two (2) lowest cost health insurance plans or 85% of the percentage it contributes for the retiree’s medical insurance premium (based on the Tier schedule) for all other SMUD-sponsored health plans.

SMUD percentage of contribution toward the medical insurance premium in effect at the time of retirement will remain constant throughout retirement. Every January 1, SMUD will recalculate the dollar amount of their contribution to reflect any changes in the medical premium rates. *(Revised 1/1/2018 to clarify intent)*

An eligible survivor of a deceased SMUD retiree may choose to continue Medical Coverage. (per SMUD Retiree 2025 Benefits Guide) *(Revised 1/1/2026)*

TIER 4

For employees hired on or after January 1, 2018, with continuous SMUD service and who are eligible to retire from SMUD, SMUD shall provide medical insurance premium contributions on a prorated basis, according to the following schedule:

Retiree’s Years of Continuous SMUD Service	Percent (%) of SMUD Contribution for Retiree	Percent (%) of SMUD Contribution for Dependent(s) for 2 lowest cost plans	Percent (%) of SMUD Contribution for Dependent(s) for all other SMUD-sponsored plans
Less than 15	0	0	0
15	25	22.5	21.25
16	27.5	24.75	23.38
17	30	27	25.5
18	32.5	29.25	27.63
19	35	31.5	29.75
20	37.5	33.75	31.88
21	40	36	34
22	42.5	38.25	36.13
23	45	40.5	38.25
24	47.5	42.75	40.38
25	50	45	42.5

SMUD will contribute up to fifty percent (50%) of the retiree-only portion of the medical insurance premium for all SMUD-sponsored medical insurance plans according to the Tier 4 schedule.

Tier 4 employees with continuous SMUD service and who retire with 25 years of service after the age at which they reach Medicare eligibility or age 65, SMUD shall contribute 50% of the retiree-only portion of the monthly medical insurance premium for all SMUD-sponsored health plans. (Revised 1/1/2026)

For dependent(s) covered under the retiree's plan, SMUD shall contribute 90% of the percentage it contributes for the retiree's medical insurance premium (based on the Tier schedule) on the two (2) lowest cost health insurance plans or 85% of the percentage it contributes for the retiree's medical insurance premium (based on the Tier schedule) for all other SMUD-sponsored health plans.

SMUD percentage of contribution toward the medical insurance premium in effect at the time of retirement will remain constant throughout retirement. Every January 1, SMUD will recalculate the dollar amount of their contribution to reflect any changes in the medical premium rates. (Revised 1/1/2018)

An eligible survivor of a deceased SMUD retiree may choose to continue Medical Coverage. (per SMUD Retiree 2025 Benefits Guide) (Revised 1/1/2026)

C. DENTAL CONTRIBUTIONS

SMUD will pay one hundred percent (100%) of the employee/retiree and dependent coverage as set forth in the Traditional Plan including Sealant coverage. Eligible IBEW-represented employees have the ability to select a buy-up plan with the additional cost being borne by the IBEW-represented employee. (Revised 1/1/2018)

Effective 1/1/2013, SMUD will provide orthodontia in the Traditional Plan to employees and eligible dependents with payments capped at \$1500 (lifetime). (Revised 1/1/2013)

D. VISION CONTRIBUTIONS

SMUD will pay one hundred percent (100%) of the employee and dependent premium for the Traditional Plan. Eligible IBEW-represented employees have the ability to select a buy-up plan with the additional cost being borne by the IBEW-represented employee. (Revised 1/1/2018)

E. RETIREMENT – PERS

All IBEW Classic Member employees within the CalPERS retirement system will continue to have retirement formula of 2%@55 and will contribute the full 7%-member contribution.

All IBEW New Member employees within the CalPERS retirement system will continue to have a retirement formula of 2%@62 as dictated by Public Employee's Pension Reform

Act of 2013 (PEPRA) and will continue the normal cost of employee contributions as calculated by CalPERS.

Note: “Classic” vs. “New” members are defined by CalPERS. *(Revised 1/1/2018)*

For 12-Hour Shift employees, SMUD will make the appropriate PERS contribution for all regularly scheduled hours (including regularly scheduled hours at the overtime rate) up to the allowable maximum.

- 1. As soon as a tentative MOU is reached, SMUD will submit the MOU to CalPERS for an audit, as defined by Circular Letter 200-076-21 dated 12/29/2021 (CALPERS MOU Review Team), to ensure the MOU satisfies CalPERS regulations and policies as to the items the parties intended as Special Compensation. If material changes are found, the parties will meet and confer to address said material changes within 20 business days of the audit results. The audit shall be shared with IBEW leadership. The intent of the parties to come to an expeditious resolution. *(Revised 1/1/2026)***

7. DEFERRED COMPENSATION ENHANCEMENT PROGRAM

A. Deferred Compensation Matching Program

SMUD will match each eligible IBEW-represented employee’s contributions to either their 401(k) or 457(b) account up to the annual amount as specified below: *(Revised 1/1/2022)*

<u>Year</u>	<u>SMUD Matching Contribution</u>
2026:	\$1200
2027:	\$1200
2028:	\$1200

Employee participation in the matching contribution program is voluntary. In order to be eligible to receive matching funds, an employee must have successfully completed SMUD probation (6 month or 12 months depending on classification) and must have made contributions into a 401(k) or 457(b) account during the calendar year subject to the current IRS rules and limits. SMUD will match an eligible IBEW employee’s contributions into the employee’s active account as of the day of distribution up to \$1200 per year. SMUD's contributions into an IBEW employee’s 401(k) or 457(b) Plan account will not be considered employee contributions. SMUD (employer) contributions into an IBEW employee’s 457(b) Plan account will be aggregated with the employee contributions for purposes of the IRS individual annual contribution limit under this plan. *(Revised 1/1/2022)*

In addition to the contribution defined above, SMUD will match 50% of a PEPRA employee’s contribution up to an additional \$600 for a total maximum compensation of \$1800. *(Revised 1/1/2026)*

B. Direct Contributions

SMUD shall make direct contributions to eligible IBEW-represented employees' 401(k) or 457(b) accounts according to the following schedule (*Revised 1/1/2026*):

Effective 2026-2028	Monthly Contributions	
SMUD Years of Service	Classic Employees (CalPERS)	PEPRA Employees (CalPERS)
Upon completion of year one (1) through five (5)	\$225	\$375
Six (6) through 10	\$250	\$400
11 through 15	\$275	\$425
16 through retirement	\$300	\$450

8. TAX DEFERRED PLANS

Election to participate in any plan other than the deferred compensation enhancement program described above is voluntary and compensation deferrals and program costs are paid by participants.

9. LONG-TERM DISABILITY

All permanent full time and permanent part time IBEW-represented employees working at least 20 hours a week on a fixed schedule are eligible to participate for long-term disability insurance policy as follows:

- **SMUD will pay one hundred percent (100%) of the core benefit premium pursuant to the insurance policy.**
- **Are eligible to purchase any additional coverage of Long-Term Disability policy that may be in place. Premiums will be paid by the employee. (*Revised 1/1/2026*)**

Employees returning from LTD will have a right of return to their former headquarters unless their classification is no longer used at their former headquarters, or they are precluded from that location or classification because of a medical condition. If the classification is no longer used, the employee may voluntarily demote to any open position to which he/she is qualified at the former headquarters or transfer to another location where the classification is still used.

10. EMPLOYEE LIFE INSURANCE

Employee life insurance coverage is based on the amount of an employee's annual base pay (rounded to the nearest \$5,000 worth of coverage) effective September 30 of the previous year. SMUD pays the full cost of life insurance premiums for coverage up to one time (1x) annual

base pay. Employees can purchase additional coverage with the cost for this additional coverage entirely borne by the employee and this additional coverage is subject to the carrier's qualifications and restrictions. Employees can choose additional coverage of either one time (1x), two times (2x), or three times (3x) **four times (4x), five times (5x), or six times (6x)** of their annual base pay for a total of **seven times (7x)** their annual base pay up to the maximum coverage amount of **\$1,000,000**. *(Revised 1/1/2026)*

11. SPOUSE AND DEPENDENT LIFE INSURANCE

Employees can elect coverage for their spouse of \$25,000 or up to 50% of the amount they have chosen through the employee life insurance plan. Employees can elect coverage for their eligible dependent children in the amount of: \$2,500, \$5,000, \$7,500 or \$10,000.

For clarification, there are two options an employee can choose from when selecting spousal life insurance:

Option 1: 50% of the total coverage amount elected by the employee (total coverage includes employer paid portion and employee buy-up portion). Any spousal election under this option (50% of employee coverage amount) will require an evidence of insurability (EOI) and the EOI must be approved by the life insurance carrier.

Option 2: Flat \$25,000 coverage amount. No EOI is required. *(Revised 1/1/2022)*

12. EXTENDED COMPENSATION

SMUD may offer extended compensation to supplement temporary disability from an on-the-job accident. It is an advance against any permanent disability benefits employees may receive. Employees may be eligible for extended compensation benefits on the first workday of absence after the day of the job-related injury or illness. Additionally, any Extended Compensation paid over and above the amount of Permanent Disability awarded shall also be reimbursed to SMUD.

13. OTHER FRINGE BENEFITS

SMUD currently offers other benefits such as Employee Assistance Program, Wellness programs, Personal Computer Purchase Program, Educational opportunities, Ride Share Program, Child Care Center and child care tuition assistance. Some of these programs are fully sponsored by SMUD and others are supported and paid for by employees.

14. SHORT TERM DISABILITY INSURANCE

Effective Plan Year 2007, all permanent full time and permanent part time IBEW-represented employees working at least 20 hours a week on a fixed schedule may purchase coverage under **any** Short-Term Disability Plan. *(Revised 1/1/2026)*

15. FITNESS CENTER PARTICIPATION

IBEW employee membership in SMUD's Wellness Fitness Center will be at no cost to the employee. You must complete training and sign waiver for access to the Fitness Center. (Revised 1/1/2026)

16. HEALTH ASSESSMENT PROGRAM

Effective the first pay period in 2027, Employees who participate in SMUD's Health Assessment Program **in 2026** and fulfill program requirements will pay **\$15** less per month for their health insurance. All employees will be granted time, while on duty, to participate in the health assessment portion of the program. This time must be scheduled in advance, with supervisory approval. Additional program requirements must be completed and will be done on the employee's own time. **(Revised 1/1/2026)**

ARTICLE 31

MISCELLANEOUS

1. **SMUD PROPERTY ACCESS**

Official representatives of the Union will be permitted access to SMUD property to confer with SMUD employees on matters of employer/employee relations after receiving permission of the area supervisor so they will not interfere with work in progress.

2. **SAFETY**

SMUD and the Union agree that Joint Labor Management Safety Committees are an important factor in maintaining safe and healthy work environment for SMUD employees.

It is further agreed, as soon as reasonably possible following ratification of this agreement, to establish Joint Labor/Management Safety Committees in departments employing IBEW-represented employees.

The committee shall consist of:

- One Representative appointed by the Union
- One Representative appointed by Management
- Work group representatives selected along geographic or functional lines (number to be decided by the Department)

In addition to the above members, the Grid Assets committee will also include a Department Safety Representative and a representative assigned by the Corporate Safety Office.

The committee shall meet at least once each quarter and more often if needed to review safety activities in the department, to consider safety complaints raised by employees, foremen or safety representatives, to discuss safety issues of mutual concern to the parties, and to recommend corrective measures to the Department Director.

The committee shall publish written minutes of each meeting, copies of which shall be distributed to other department safety committees, SMUD's Safety Office, and to department employees.

3. **WORK GLOVES / PROTECTIVE CLOTHING**

- A. SMUD will provide for unlimited replacement of issued work gloves. When issued, gloves should be appropriately and permanently marked in a manner that identifies the employee receiving them. Upon certification by an employee's foreman/woman that a pair of issued gloves was lost without negligence by the employee, SMUD will sell the employee another pair of gloves at one-half its cost.
- B. SMUD will make available at an employee's request the use of protective clothing for other than hazardous substances. This clothing is to protect employee's garments from such

things as oily or greasy substances or burn holes from welding, grinding, etc. *(Revised 1/1/2022)*

C. IBEW represented employees shall be reimbursed a footwear allowance towards the purchase or repair of appropriate footwear designated by SMUD as follows.

(Revised 1/1/2026)

- Lineworker Series up to \$400 annually
- **Cable Spicer Series up to \$400 annually**
- All other classifications up to **\$350** annually*
- PSO and DSO classifications are excluded from footwear reimbursement

***In addition to above defined classifications, employees permanently headquartered at the UARP, and Line Sub Foreman/Woman (assigned to tower patrol) will receive \$300 every other year for snow boots.**

All classifications will be required to purchase and wear the approved footwear appropriate for work being performed, except Linemen/women, who will purchase one pair of special footwear. Once footwear is purchased, all personnel will be required to wear the product. *(Revised 1/1/2013)*

Each Business Unit with personnel in classifications that require the wearing of appropriate footwear will establish procedures for the purchase of the footwear. *(Revised 1/1/2018 per LOA)*

4. FLAME RESISTANT CLOTHING

SMUD agrees to provide certain flame-resistant clothing to those employees who work on or near exposed electrical conductors or equipment energized at 50 volts (AC or DC) or greater. The clothing will be provided at no cost to the employees for purchase or maintenance.

A. Affected Classifications

Employees in the following classifications are required to wear flame-resistant clothing when exposed to the described hazardous conditions.

- Apprentice Cable Splicer/Electrician
- Apprentice Electrician
- Apprentice Electrical Technician
- Apprentice Facilities Stationary Engineer
- **Apprentice Gas Control Technician**
- Apprentice Lineman-woman
- Apprentice Meter Technician
- Apprentice Plant Mechanic
- **Body Fender Mechanic**
- Cable Locator
- Cable Splicer/Electrician
- Cable Splicer/Electrician Foreman-woman, Light

- Combustion Turbine Technician
- Electrical Technician
- **Electrical Test and Repair Specialist**
- Electrician
- Facilities Stationary Engineer
- Fault Locator
- **Gardner**
- **Gas Control Technician**
- **Gas Pipeline Fieldperson**
- **Heavy Duty Equipment Operator**
- High Voltage Test Technician
- **Hydro Electrician Foreman, Light**
- Hydro Operator
- **Hydro Stationary Engineers**
- Line Construction Foreman-woman
- Line Equipment Operator
- Line Equipment Operator Assistant
- Line Foreman-woman, Light
- Line Subforeman-woman
- Lineman-woman
- Maintenance Carpenter
- Meter Technician
- Network Electrical Foreman-woman, Light
- Plant Mechanic
- Plant Mechanic Foreman
- Revenue Protection Representative
- Senior High Voltage Test Technician
- Senior Meter Technician
- Senior Troubleshooter
- Substation Subforeman-woman
- Substation Foreman-woman, Light
- Telecom Technician
- Troubleshooter
- **Utility Compliance Specialist**
- **Utility Worker**
- **Vegetation Work Planner**
- **Vehicle Attendant**
- **Vehicle Maintenance Aide**
- **Vehicle Mechanic Series**
- **Vehicle Mechanic Welder**

(Revised 1/1/2026)

- **DSO and PSO series will receive two (2) shirts, two (2) pairs of pants, one (1) sweatshirt, and one (1) jacket for the duration of this contract. Employees are responsible for the care and maintenance of FR clothing. Each employee is allowed replacement items as needed with supervisor approval. (Revised 1/1/2026)**

The above classifications are subject to change in accordance with Hazard Assessment Analyses, as outlined in SMUD Safety Program Manual.

- B. Each Business Unit with personnel in classifications that require the wearing of the Flame Resistant Clothing will establish the initial Flame Resistant Clothing allotment and subsequent clothing requirements.

Additionally, each Business Unit will establish procedures for the purchase of the Flame Resistant Clothing by assigned employees. *(Revised 1/1/2018 per LOA)*

5. APPRENTICE INSTRUCTORS

Journey-level or Light Foreman/woman level employees who have volunteered to provide instruction for the after-hours (night school) apprentice training and are authorized and directed to provide instruction to Apprentices will be compensated in the following manner:

- A. An hourly rate of two times a Light Foreman/woman's regular straight time rate of pay or two times the employee's regular rate of pay (if higher).
- B. If a class session requires more than the normal two hours, the instructor will be compensated at the two times rate for each additional hour. The training coordinator or supervisor must approve additional hours in advance.
- C. An instructor may choose to take CTO in lieu of pay with advance approval of his/her supervisor.
- D. Based on the normal class session time requirements outlined above (2 hours of class contact and 1 additional hour), an employee would be credited with a total of 6 hours of CTO per class session.
- E. It is understood that either the flat rate method or the CTO method will constitute full compensation for a class session. Mealtime, meal payments, and travel time will not be applicable.
- F. Employees who provide instruction for the after-hours (night school) apprentice training shall not have those hours added to the ranked overtime list for their respective work groups. *(Revised 1/1/2022)*
- G. Course preparation time or instruction provided during normal working hours will be compensated at the employee's normal rate of pay.

6. SMUD/IBEW JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC)

It is the intent of the parties to support the establishment of apprenticeship programs for certain IBEW-represented classifications where such programs are deemed appropriate. The IBEW

and SMUD agree that such programs will be administered in accordance with the following provisions:

- A. The classification of positions and the selection (hiring) process shall be managed in accordance with SMUD's Civil Service Rules.
- B. SMUD retains the right to hire, evaluate and discipline any employee participating in an apprenticeship program, taking into consideration the recommendations of the JATC.
- C. Apprenticeship programs shall operate in accordance with the Apprenticeship Standards of the SMUD/IBEW Joint Apprenticeship Training Committee.

7. JOINT LABOR-MANAGEMENT COUNCIL

SMUD and the Union agree that it is essential to sound labor-management relations and to the economic progress of SMUD and its employees to make constant improvements in SMUD's operations in order to maintain efficiency and control costs. To accomplish this goal, it is essential that employees understand the basis for changes affecting their employment and working conditions.

It is also agreed that periodic discussions between Union and Management can promote good labor relations by preventing relaxation of standards with respect to training or the application of job specifications and other working conditions.

The parties to this agreement recognize that there are many issues outside of the collective bargaining agreement that are of mutual concern and interest to both labor and management and can best be handled through cooperative action. To this end, the parties agree to create a Joint Labor-Management Council.

A. Purpose

- 1) To provide a forum to understand issues of a general concern to both labor and management.
- 2) To provide a forum to evaluate ideas to improve productivity, quality of services and innovations within SMUD or the industry.
- 3) To refer matters to appropriate forums (i.e., Safety and Standards Committee, grievance procedure, etc.) for resolution.
- 4) To make joint recommendations to Executive Management on issues not resolved by other appropriate forums.
- 5) To provide appropriate communications to fulfill the charter of the council.

B. Structure

- 1) Representatives

The Council will be composed of a bi-lateral body of six (6) labor representatives appointed by the Union and an equal number of management representatives (one of which will be a member of the Executive Committee) appointed by SMUD.

2) Meetings and Agenda

The Council shall meet quarterly or as otherwise mutually agreed upon by the Council. The first meeting of the Council will be held within thirty (30) days of the ratification of this labor agreement.

Matters for consideration by the Council shall be addressed to the Union Business Representative or Manager of Employee Relations. They will set the agenda for Council. Either party may bring persons to the Council meeting whose input would be appropriate to understand the issues scheduled for discussion.

3) Leadership

The parties shall each select a representative to function as co-chairpersons of the Council.

4) Authority of Council

The Council will act by consensus.

8. BULLETIN BOARDS

SMUD will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business. The Union shall not post any matter derogatory to SMUD, its employees, or its customers.

Employees may advertise the sale or rent of their personal or real property on SMUD bulletin boards.

9. TOWER CLIMBING

The Telecommunications Technicians agree to learn tower climbing techniques and the proper use of associated safety equipment. SMUD agrees to provide tower climbing training on an as needed basis. The Telecommunications Technicians agree to be available for tower climbing on a volunteer basis. If a sufficient number of volunteers cannot be found, technicians will be appointed in inverse order of SMUD seniority. Technicians shall be allowed to decline such appointment for medical reasons or other reasonable circumstances.

10. COFFEE BREAKS

To provide consistency among all departments, employees will be allowed to consume coffee or other beverages at their workstations or work sites provided safe work practices are not compromised. It is recognized that in many work situations involving lengthy periods of high concentration, a brief pause to consume a beverage is reasonable so a quality work effort can be continued. However, it is the intent of this paragraph that these short intervals should have a minimum impact on productivity.

11. SUCCESSOR CLAUSE

SMUD agrees to make every effort to keep the Union informed of any discussions SMUD is having concerning the transfer of a significant SMUD asset to another entity. SMUD's ability to do so will depend to some extent upon the nature of the negotiations and the parties with whom SMUD is negotiating. However, it is the intent of the parties that as soon as practical, the Union will be informed of any such discussions and will become involved in the implementation of any severance pay program.

12. CONTRACTING OUT

- A. SMUD shall not contract any work normally performed by the IBEW bargaining unit if such contracting is intended to reduce or has the effect of reducing the regular work force by attrition, demotion, displacement or lay off. Further, prior to any reduction in force of IBEW-represented employees, affected IBEW employees meeting the minimum qualifications of the job being contracted will be offered any bargaining unit work being performed by contractors. These assignments will be of a temporary nature. All current rules concerning bumping and selection shall apply.

For the purpose of this agreement, contracting occurs when temporary positions are being filled by non-IBEW SMUD employees; outside contractors are performing work in the IBEW bargaining unit; and cross-training is in effect. SMUD agrees to notify IBEW in each instance of its intent to contract IBEW bargaining unit work. *(Revised 1/1/2026)*

SMUD will ensure that co-mingling and joint-employer circumstances are not permitted.

All contractors will pay employees prevailing wage as defined by California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1. Further, the parties continue to encourage use of IBEW and union friendly contractors. SMUD will ensure that all contractors furnish, on a departmental basis, all hours worked by contractor employees and submit a certified copy of their payroll, including benefits, for each pay period.

Prior to SMUD drafting or releasing an RFP to contract work out that is normally performed by SMUD IBEW members, SMUD shall meet B & E below: *(Revised 1/1/2026)*

B. First Right of Refusal

Prior to engaging any external contractor to perform work customarily performed by employees represented by IBEW Local 1245, SMUD shall:

- 1. Identify qualified SMUD IBEW-represented employees who may volunteer for the work.**
- 2. Offer the work first to qualified and available SMUD IBEW-represented employees who volunteer to perform the work. Such offers shall be documented in writing.**

3. **Assign the work to SMUD IBEW-represented employees prior to contracting out, unless no qualified volunteers are available.**
4. **Utilize SMUD IBEW-represented employees to the maximum extent practicable before considering external contractors.**
5. **Explore all reasonable alternatives to contracting out, including but not limited to overtime assignments, reallocation of resources, and training opportunities for SMUD IBEW-represented employees.**

C. Operational Continuity

Nothing in this section is intended to create, expand, or waive any management rights not otherwise contained in the Memorandum of Understanding or applicable law. SMUD's obligation to maintain operations shall be met in a manner consistent with the priority use of IBEW-represented employees.

Prior to determining that internal resources are insufficient, SMUD shall meaningfully consult with IBEW Local 1245 and applicable foremen regarding the scope, duration, and staffing needs of the work. This shall be a collective meeting between SMUD management, Labor Relations, IBEW Local 1245, and applicable foremen. IBEW shall endeavor to make themselves available to meet within three (3) weeks of SMUD's request to meet. SMUD shall first exhaust reasonable alternatives to contracting out, including overtime assignments, reallocation of bargaining-unit resources, schedule adjustments, and training opportunities for IBEW-represented employees.

A determination that operational needs require contracting out shall not be based solely on convenience, cost, or expediency, and shall be supported by objective factors demonstrating that the work cannot reasonably be performed by available and qualified IBEW-represented employees.

D. Management Rights

The Parties acknowledge that this Memorandum of Understanding does not modify, expand, diminish, or waive any management rights or union rights established under the Memorandum of Understanding or applicable law. The inclusion of this section is not intended to create new authority or discretion for SMUD beyond what already exists.

Any decision to contract out work customarily performed by IBEW-represented employees shall be subject to the requirements of this Agreement, including the First Right of Refusal, notice obligations, consultation requirements, and the obligation to maximize the use of bargaining-unit employees.

Contracting decisions shall be made in good faith, with transparency, and with the express objective of preserving work opportunities for SMUD IBEW-represented employees and shall not erode bargaining-unit work.

E. Notice Requirement

SMUD shall provide written notice to IBEW Local 1245 Leadership prior to initiating any contracting action for work customarily performed by IBEW-represented employees:

- At least forty-five (45) calendar days prior to issuing a Request for Proposal (RFP), Request for Qualifications (RFQ), or renewing/extending an existing contract within the scope of work covered by Government Code §35041.1 (AB 339).
- At least thirty (30) calendar days prior to issuing an RFP/RFQ for all other contracting actions outside the scope of Government Code §35041.1.

Such notice shall include:

1. A detailed description of the work to be contracted.
2. The reason for contracting out.
3. The estimated duration and scope of the work.
4. An explanation of why internal resources are not being utilized.
5. Draft solicitation documents.

F. Requirements if Contracting Out Occurs

If SMUD proceeds with contracting out work that could have been performed by qualified IBEW-represented employees, SMUD shall:

1. Provide the Union with a written final justification for contracting out if requested.
2. Maintain certified records of all contractor regular hours and overtime hours.
3. Upon request, SMUD shall provide these records to the IBEW.
4. Provide the Union with a copy of the final contract prior to commencement of work.

G. Monitoring and Oversight

SMUD and IBEW Local 1245 shall meet biannually at a minimum, more often if needed, to review and discuss the status of any contractor performing work customarily performed by IBEW-represented employees. This review shall include:

- An evaluation of the scope and duration of contracted work.
- A comparison of overtime opportunities provided to contractors versus IBEW-represented employees.

These meetings are intended to ensure transparency, compliance, and proactive resolution of issues.

H. Exceptions

Exceptions to the foregoing for Power Generation remains as follows: are contractors may be used for the following circumstances:

- OEM support.

- **Large** capital-funded projects.
- Seasonal work related to FERC or DSOD requirements.

Preference: SMUD shall utilize the IBEW Power Generation workforce for these projects whenever practicable. (Revised 1/1/2026)

I. Offering Overtime While Contracting

SMUD shall continue to make the same overtime assignments available to affected IBEW-represented employees when work customarily performed by such employees is being performed by contractors on SMUD properties and/or facilities. This shall include work performed outside regular work hours, such as extensions of the workday and work on non-scheduled workdays.

Beginning January 1, 2027, if SMUD fails to make overtime assignments available within two (2) weeks of contractor overtime work as mentioned above, SMUD will pay the missed opportunities to the affected employees. The parties agree to meet and confer by December 31, 2026, to create individual department overtime distribution processes and tracking that will outline how SMUD will provide overtime opportunities, referenced here in Section 12(G), to the affected work groups. (Revised 1/1/2026)

13. CONFLICT OF LAW

If any provision of this MOU or the application of such provision should be found invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

14. TECHNOLOGICAL CHANGES

SMUD shall continue to provide the Union with as much notice as practicable of technological changes in its business that may have a significant effect on its work force.

15. NO STRIKES, NO LOCKOUTS

During the term of this Agreement, SMUD agrees that there shall be no lockout, and the Union agrees on behalf of itself and the employees represented by it that there shall be no authorized, concerted failure to report to work, cessation or interruption of work, slowdown, strike (including, but not limited to, sympathy strikes), boycott or any type of organized or concerted interference, express or implied, direct, indirect, coercive or otherwise, with SMUD's business. The Union further agrees that, should any such acts be committed by any employee or employees, it shall openly and publicly denounce and discourage said acts. (Revised 1/1/2022)

16. CONTINUATION OF OTHER TERMS AND CONDITIONS - ENTIRE AGREEMENT

This MOU sets forth the entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or MOU by the parties, whether formal or

informal, regarding such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that all benefits and working conditions provided by this MOU shall remain unchanged during the term of this MOU, unless expressly modified by mutual agreement through the meet and confer process.

17. UARP COLD WEATHER CLOTHING

Hydrography Field Technicians and Heavy-Duty Equipment Operator classifications that perform work in the Upper American River Project (UARP) shall be provided cold weather clothing including an insulated jacket and insulated bibs authorized by SMUD. Employees shall be allowed to replace the clothing every three (3) years. *(Revised 1/1/2022)*

SMUD agrees to provide cold weather clothing to employees working in the Upper American River Project (UARP) at no cost to the employees, after successful completion of winter survival training. SMUD will provide a one-time purchase of \$2,000 for cold weather clothing for the classifications below:

- **Hydro Stationary Engineers**
- **Telecommunications Technician (only when assigned to UARP)**
- **Line Sub Foreman/Woman (only when assigned to tower patrol)**
- **Hydro Operators**

Acceptable cold weather clothing allowed for purchase are as follows:

- **Insulated jackets, bibs, and pants**
- **Base layers: sweatshirts, shirts, and pants**
- **Accessories: winter gloves, hats, beanies, balaclava, snow gaiters**

Items shall be replaced as needed per supervisor approval. *Revised (1/1/2026)*

ARTICLE 32

ARTIFICIAL INTELLIGENCE (AI), AUTONOMOUS TECHNOLOGIES (AuT), and ROBOTICS

1. PURPOSE AND SCOPE

- A. Artificial Intelligence (AI), Autonomous Technologies (AuT), and the Internet of Autonomous Things (IoAT) are recognized as emerging technologies/tools capable of performing, augmenting, or assisting with tasks that may be traditionally carried out by SMUD employees represented by the International Brotherhood of Electrical Workers, Local 1245 (“IBEW 1245” or “the Union”).
- B. These technologies may include, but are not limited to, autonomous data collection systems, drones, autonomous vehicles, robotics, and other AI-driven or automated systems. The parties acknowledge that such technologies may enhance safety, improve efficiency, and advance operational objectives.
- C. The purpose of this Article is to establish standards governing the introduction and use of Autonomous Technologies in work normally performed by IBEW 1245–represented employees, promote training and skill development, and ensure collaboration and transparency between SMUD and IBEW 1245 while preserving the integrity of the Collective Bargaining Agreement.

2. NOTIFICATION AND CONSULTATION

- A. Prior to the introduction or implementation of any Autonomous Technology, AI system, or other Emerging Technology that may impact work normally performed by IBEW 1245 employees, SMUD shall provide written notice to the Union and meet and confer regarding the impact of the proposed technology, including anticipated changes to duties, work methods, or required skills.

3. USE OF AUTONOMOUS TECHNOLOGIES IN BARGAINING UNIT WORK

- A. The parties recognize that SMUD retains its management rights, including the right to determine staffing levels and to implement layoffs in accordance with Article 22 of the Collective Bargaining Agreement. Nothing in this Article is intended to alter, restrict, or supersede the layoff provisions, seniority rules, or management rights set forth in Article 22.
- B. When Artificial Intelligence, Autonomous Technologies, or other Emerging Technologies are introduced as tools in work normally performed by employees represented by IBEW Local 1245, such work shall remain bargaining unit work. These technologies shall function to support, assist, or augment bargaining unit employees in the performance of their duties.
- C. Where the introduction of Autonomous Technologies materially changes how bargaining unit work is performed, including changes to job duties, work methods, or required skills, SMUD

shall notify the Union and meet and confer regarding the impacts of such changes, including training, reassignment, or classification-related considerations.

4. TRAINING AND SKILL DEVELOPMENT

- A. When the duties of a classification are modified to include the use of Autonomous Technologies, AI, or other Emerging Technologies, a training plan shall be shared with the Union prior to implementation and shall include instruction reasonably necessary for employees to safely operate and utilize the new systems or processes.

5. COMMITMENT TO COLLABORATION

- A. SMUD and IBEW 1245 commit to collaborative, transparent, and good-faith engagement in addressing technological change as set forth in the Meyers-Milias-Brown Act

Signature page (1 of 2)

Date: _____

**International Brotherhood of Electrical
Workers, Local 1245**

Sacramento Municipal Utility District

By: _____
Dylan Gottfried
Senior Assistant Business Manager

By: _____
Tiffany Navarrette
Manager, Employee Relations

Kim Camatti

Jenn Dibble

Robert Barngrover

Scott Barker

Rafael Burgos

Casey Coyes

Jody Cather

Darrell Daniel

Joe Dray

Joseph Dickson

Joshua Ehrhardt

Alex Fastovich

Garrett Gross

Kristen Kaur

Joseph Klein

John Trumbull

Signature Page (2 of 2)

Ryan Malmberg

Shawna O'Neil

Steve Ross

Corey Smith

Pete Winter

Approved as to form:

Laura Lewis
General Counsel

Approved:

Bob Dean
Business Manager

Approved:

Paul Lau
General Manager and CEO

APPENDICES A-E

APPENDIX A – WAGE RATES

PAGE 141

APPENDIX B – CLASSIFICATIONS REQUIRING COMMERCIAL LICENSES

PAGE 166

APPENDIX C – WORK AREA THRESHOLD LEVELS

PAGE 167

APPENDIX D – SUPPLEMENTAL LETTERS OF AGREEMENT

PAGE 168

APPENDIX E – RELOCATION EXPENSES MANAGEMENT PROCEDURE 05.03.03.100

PAGE 253

APPENDIX F – POLICIES

PAGE 256

APPENDIX A

WAGE SCHEDULE

The parties agree to place all wage schedules, including all premiums, for all IBEW represented employees in Appendix A of the current MOU. *(Revised 1/1/2022)*

2026 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2026 - Step 1	2026 - Step 2	2026 - Step 3	2026 - Step 4	2026 - Step 5	2026 - Step 6	2026 - Step 7	2026 - Step 8	2026 - Step 9	2026 - Step 10
50051564	Body Fender Mechanic	IBEW884A	\$69.23									
50051586	Cable Locator	IBEW873G	\$63.07	\$54.19	\$55.73	\$57.15	\$58.22					
50051584	Cable Locator with class A	IBEW 873M	\$64.22	\$65.34	\$66.88	\$68.30	\$69.37					
50051585	Cable Locator with Hazmat	IBEW873X	\$64.34	\$65.45	\$66.98	\$68.42	\$69.49					
50166732	Cable Splicer Construction Foreman/Woman	IBEW941I	\$98.41									
50167676	Cable Splicer Construction Foreman/Woman with class A	IBEW941F	\$99.56									
50051574	Cable Splicer/Electrician	IBEW923K	\$82.88									
50083188	Cable Splicer/Electrician Apprentice	IBEW909A	\$63.90	\$66.95	\$60.06	\$63.18	\$66.34	\$69.45	\$72.49	\$75.64	\$78.71	
50051575	Cable Splicer/Electrician Apprentice with class A	IBEW909B	\$65.05	\$68.10	\$61.21	\$64.33	\$67.49	\$70.60	\$73.64	\$76.79	\$79.86	
50051579	Cable Splicer/Electrician Apprentice with hazmat	IBEW909C	\$65.17	\$68.22	\$61.33	\$64.45	\$67.61	\$70.72	\$73.76	\$76.91	\$79.98	
50051844	Cable Splicer/Electrician Foreman/Woman	IBEW937D	\$89.26									
50051577	Cable Splicer/Electrician Foreman/Woman Light	IBEW942A	\$93.38									
50051578	Cable Splicer/Electrician Foreman/Woman Light with class A	IBEW942L	\$94.53									
50051576	Cable Splicer/Electrician with Class A	IBEW923L	\$84.03									
50051583	Calibration Technician	IBEW925A	\$70.37									
50051589	Civil Maintenance Foreman/Woman light	IBEW937G	\$74.26									
50051600	Civil Maintenance Foreman/Woman light with class A	IBEW937L	\$75.41									
50051601	Civil Maintenance Foreman/Woman light with hazmat	IBEW937X	\$75.53									
50051587	Combustible Turbine Foreman/Woman	IBEW945B	\$79.06									
50051588	Combustible Turbine Technician	IBEW917A	\$67.93									
50051610	Crafts Helper	IBEW828G	\$36.33	\$37.99	\$40.91	\$43.71	\$46.81					
50083191	Crafts Helper with class A	IBEW828L	\$37.48	\$39.14	\$42.06	\$44.86	\$47.96					
50051611	Crafts Helper with hazmat	IBEW828X	\$37.60	\$39.26	\$42.18	\$44.98	\$48.08					
50051617	Custodian Closed Classification	IBEW800G	\$34.23	\$35.76	\$37.40	\$39.12						
50051628	Distribution System Operator I	IBEW928J	\$77.81	\$79.77	\$81.82	\$83.96	\$86.10	\$88.29	\$90.50	\$92.92	\$95.27	
50051629	Distribution System Operator II	IBEW992D	\$100.05									
50051653	Electrical Technician	IBEW937E	\$83.74									
50089229	Electrical Technician Apprentice	IBEW928B	\$64.35	\$67.60	\$60.70	\$63.84	\$67.01	\$70.17	\$73.26	\$76.42	\$79.54	
50051654	Electrical Technician Apprentice with hazmat	IBEW928C	\$65.62	\$68.87	\$61.97	\$65.11	\$68.28	\$71.44	\$74.53	\$77.88	\$80.81	
50092679	Electrical Technician Foreman/Woman Light	IBEW970A	\$95.81									
50099277	Electrical Technician Foreman/Woman Light On Call	IBEW970O	\$97.66									
50092739	Electrical Technician Foreman/Woman With class A	IBEW 970M	\$97.01									
50092740	Electrical Technician Foreman/Woman With hazmat	IBEW970N	\$97.13									
50091431	Electrical Technician Subforeman/Woman	IBEW937F	\$90.22									
50120394	Electrical Test & Repair Specialist	IBEW939A	\$84.67									
50051647	Electrician	IBEW916A	\$67.44									
50051648	Electrician Apprentice	IBEW880A	\$43.84	\$46.77	\$49.60	\$52.50	\$55.40	\$58.29	\$61.13	\$64.05		
50051649	Electrician Apprentice with class A	IBEW880L	\$44.99	\$47.92	\$50.75	\$53.65	\$56.55	\$59.44	\$62.28	\$65.20		
50051650	Electrician Apprentice with hazmat	IBEW880X	\$45.11	\$48.04	\$50.87	\$53.77	\$56.67	\$59.56	\$62.40	\$65.32		
50099538	Electrician Foreman/Woman Light	IBEW941M	\$77.20									
50099539	Electrician Foreman/Woman Light With class A	IBEW941L	\$78.35									
50099540	Electrician Foreman/Woman Light With hazmat	IBEW941X	\$78.47									
50051651	Electrician with class A	IBEW916L	\$68.59									
50133656	Electrician with hazmat	IBEW916X	\$68.71									
50051659	Equipment Operator	IBEW858L	\$62.85									
50051660	Equipment Operator with class A	IBEW864A	\$64.00									

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2026 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2026 - Step 1	2026 - Step 2	2026 - Step 3	2026 - Step 4	2026 - Step 5	2026 - Step 6	2026 - Step 7	2026 - Step 8	2026 - Step 9	2026 - Step 10
50051661	Equipment Operator with hazmat	IBEW884X	\$54.12									
50099209	Facilities Custodian	IBEW792A	\$26.67	\$28.68	\$30.99	\$33.35						
50051842	Facilities Electrical Foreman/Woman Light with class A	IBEW941L	\$78.35									
50117605	Facilities Electrician Foreman/Woman Light	IBEW941M	\$77.20									
50159122	Facilities Stationary Engineer Apprentice	IBEW851J	\$35.88	\$37.94	\$39.98	\$42.06	\$44.12	\$46.19	\$48.27	\$50.32	\$52.43	
50159123	Facilities Stationary Engineer Apprentice Closed Classification	IBEW879F	\$42.19	\$44.64	\$47.05	\$49.51	\$51.93	\$54.37	\$56.82	\$59.22	\$61.68	
50159124	Facilities Stationary Engineer Foreman/Woman Light	IBEW937G	\$74.28									
50159225	Facilities Stationary Engineer I	IBEW872G	\$55.17									
50159226	Facilities Stationary Engineer II	IBEW908A	\$64.92									
50052152	Facilities Utility Crew Foreman/Woman	IBEW919M	\$49.38									
50168952	Facilities Utility Crew Foreman/Woman Closed Classification	IBEW883M	\$57.48									
50168954	Facilities Utility Crew Foreman/Woman with hazmat	IBEW919N	\$50.63									
50168953	Facilities Utility Crew Foreman/Woman with hazmat Closed Classification	IBEW863N	\$58.75									
50093182	Fault Locator	IBEW941H	\$78.60									
50093183	Fault Locator with class A	IBEW941J	\$79.75									
50101800	Field Support Technician with class A	IBEW888C	\$56.04	\$57.45	\$58.90	\$60.34						
50154335	Gardener	IBEW877J	\$40.55	\$41.58	\$42.44							
50051700	Gardener Closed Classification	IBEW848G	\$47.43	\$48.62	\$49.60							
50154336	Gardener with class A	IBEW877K	\$41.70	\$42.73	\$43.59							
50051701	Gardener with class A Closed Classification	IBEW848L	\$48.58	\$49.77	\$50.75							
50154337	Gardener with hazmat	IBEW877L	\$41.82	\$42.85	\$43.71							
50051702	Gardener with hazmat Closed Classification	IBEW848X	\$48.70	\$49.89	\$50.87							
50097100	Gas Control Technician	IBEW924A	\$73.61									
50124993	Gas Control Technician Apprentice	IBEW912E	\$47.98	\$51.14	\$54.32	\$57.47	\$60.66	\$63.78	\$66.95	\$70.11		
50113669	Gas Control Technician with class A	IBEW924L	\$74.78									
50051690	Gas Pipeline Fieldperson	IBEW873G	\$52.18	\$53.28	\$54.79	\$56.19	\$57.24					
50052175	Hazard Waste Foreman/Woman Light	IBEW912G	\$68.70									
50052176	Hazard Waste Foreman/Woman Light with class A	IBEW915B	\$69.83									
50055201	Hazard Waste Technician	IBEW874H	\$35.34	\$36.92	\$49.61	\$50.29	\$51.93	\$53.60	\$55.55	\$58.29		
50119981	Hazard Waste Technician On Call	IBEW886A	\$61.27									
50083169	Hazard Waste Technician with class A	IBEW878A	\$59.43									
50052177	Hazardous Waste Foreman/Woman Light with hazmat	IBEW915X	\$69.97									
50052178	Hazardous Waste Technician with hazmat	IBEW878X	\$59.56									
50154338	Head Gardener	IBEW919D	\$45.69									
50051703	Head Gardener Closed Classification	IBEW863A	\$53.44									
50154339	Head Gardener with class A	IBEW919F	\$46.84									
50051704	Head Gardener with class A Closed Classification	IBEW863L	\$54.59									
50154340	Head Gardener with hazmat	IBEW919G	\$46.96									
50051705	Head Gardener with hazmat Closed Classification	IBEW863X	\$54.71									
50083171	Heavy Duty Equipment Operator	IBEW893F	\$63.42									
50051706	Heavy Duty Equipment Operator Apprentice	IBEW877A	\$41.21	\$43.91	\$46.66	\$49.37	\$52.05	\$54.79	\$57.49	\$60.22		
50092744	Heavy Duty Equipment Operator Foreman/Woman Light	IBEW922L	\$72.52									
50099278	Heavy Duty Equipment Operator Foreman/Woman Light On Call	IBEW937G	\$76.11									
50092746	Heavy Duty Equipment Operator Foreman/Woman light with class A	IBEW923A	\$73.67									
50092747	Heavy Duty Equipment Operator Foreman/Woman light with hazmat	IBEW923B	\$73.79									
50051707	Heavy Duty Equipment Operator with class A	IBEW898E	\$64.57									

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2026 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2026 - Step 1	2026 - Step 2	2026 - Step 3	2026 - Step 4	2026 - Step 5	2026 - Step 6	2026 - Step 7	2026 - Step 8	2026 - Step 9	2026 - Step 10
50051708	Heavy Duty Equipment Operator with class hazmat	IBEW898X	\$64.69									
51000003	High Voltage Electrician	IBEW921H	\$72.59									
51000000	High Voltage Electrician Apprentice	IBEW918A	\$47.18	\$50.33	\$53.39	\$56.50	\$59.64	\$62.75	\$65.79	\$68.95		
51000001	High Voltage Electrician Apprentice with Class A	IBEW918B	\$48.33	\$51.48	\$54.54	\$57.65	\$60.79	\$63.90	\$66.94	\$70.10		
51000002	High Voltage Electrician Apprentice with Hazmat	IBEW918C	\$48.45	\$51.60	\$54.66	\$57.77	\$60.91	\$64.02	\$67.06	\$70.22		
51000004	High Voltage Electrician with Class A	IBEW925D	\$73.74									
51000005	High Voltage Electrician with Hazmat	IBEW925E	\$73.88									
61000001	High Voltage Test Apprentice	IBEW918A	\$45.36	\$48.39	\$51.33	\$54.33	\$57.35	\$60.34	\$63.28	\$66.30		
50099375	High Voltage Test Technician	IBEW921E	\$69.36									
50051712	Hydro Electrician Foreman/Woman Light	IBEW940A	\$83.09									
50099279	Hydro Electrician Foreman/Woman Light On Call	IBEW941C	\$84.30									
50051713	Hydro Electrician Foreman/Woman Light with class A	IBEW940B	\$84.24									
50051714	Hydro Electrician Foreman/Woman Light with hazmat	IBEW940C	\$84.36									
50099894	Hydro Electrician Operator Foreman/Woman Light	IBEW945B	\$82.22									
50051735	Hydro Field Technician	IBEW915A	\$64.96									
50098810	Hydro Field Technician Foreman/Woman Light	IBEW939B	\$76.79									
50098811	Hydro Field Technician Foreman/Woman Light with class A	IBEW939F	\$77.94									
50098809	Hydro Field Technician Foreman/Woman Light with hazmat	IBEW939H	\$78.06									
50051736	Hydro Field Technician with class A	IBEW915F	\$66.11									
50051737	Hydro Field Technician with hazmat	IBEW915H	\$66.23									
50051720	Hydro Mechanic Foreman/Woman Light	IBEW937G	\$76.26									
50099281	Hydro Mechanic Foreman/Woman Light On Call	IBEW939A	\$80.77									
50051721	Hydro Mechanic Foreman/Woman Light with class A	IBEW937L	\$77.41									
50051722	Hydro Mechanic Foreman/Woman Light with hazmat	IBEW937X	\$77.53									
50154344	Hydro Operator	IBEW917C	\$75.47									
50154345	Hydro Operator Apprentice	IBEW820B	\$49.07	\$52.31	\$55.52	\$58.76	\$62.01	\$65.21	\$68.46	\$72.77		
50083173	Hydro Operator Apprentice Closed Classification	IBEW919A	\$49.07	\$52.31	\$55.52	\$58.76	\$62.01	\$65.21	\$68.46	\$72.77		
50154346	Hydro Operator Apprentice with class A	IBEW820C	\$53.50	\$53.46	\$56.67	\$59.91	\$63.16	\$66.36	\$69.61	\$72.83		
50094281	Hydro Operator Apprentice with class A Closed Classification	IBEW919B	\$53.50	\$53.46	\$56.67	\$59.91	\$63.16	\$66.36	\$69.61	\$72.83		
50154347	Hydro Operator Apprentice with hazmat	IBEW919H	\$50.34	\$53.58	\$56.79	\$60.03	\$63.28	\$66.48	\$69.73	\$72.95		
50051724	Hydro Operator Apprentice with hazmat Closed Classification	IBEW919C	\$50.34	\$53.58	\$56.79	\$60.03	\$63.28	\$66.48	\$69.73	\$72.95		
50051723	Hydro Operator Closed Classification	IBEW927F	\$75.47									
50154348	Hydro Operator Foreman/Woman	IBEW941A	\$90.23									
50114880	Hydro Operator Foreman/Woman Closed Classification	IBEW970B	\$90.23									
50154349	Hydro Operator Foreman/Woman with class A	IBEW941G	\$91.38									
50114911	Hydro Operator Foreman/Woman with class A Closed Classification	IBEW970L	\$91.38									
50051725	Hydro Operator with class A	IBEW928A	\$76.62									
50051727	Hydro Overhaul Foreman/Woman	IBEW945B	\$82.22									
50160050	Hydro Stationary Engineer Apprentice	IBEW851J	\$35.86	\$37.94	\$39.98	\$42.06	\$44.12	\$46.19	\$48.27	\$50.32	\$52.43	
50160051	Hydro Stationary Engineer I	IBEW872G	\$55.17									
50160052	Hydro Stationary Engineer II	IBEW908A	\$64.92									
50164138	Hydro Stationary Engineer II with Class C-Hazmat	IBEW908K	\$65.65									
50160026	Hydro Stationary Engineer II with hazmat	IBEW908X	\$66.19									
50160200	Hydro Stationary Engineer Subforeman/Woman	IBEW922I	\$69.90									
50160053	Hydro Stationary Engineer Subforeman/Woman Light	IBEW937G	\$74.26									
50051743	Instructor	IBEW938A	\$76.56									

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2026 IBEW WAGE SCHEDULE

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50162418	Lead Distribution System Operator	IBEW984D	\$105.08									
61000002	Lead Telecomm Technician	IBEW933A	\$83.34									
50051780	Lead Tool Repairer	IBEW922I	\$89.90									
50165758	Lead Utility Compliance Specialist	IBEW828K	\$53.62									
50154184	Lead Vehicle Mechanic	IBEW888D	\$59.42									
50051781	Lead Vehicle Mechanic Closed Classification	IBEW904B	\$64.79									
50154185	Lead Vehicle Mechanic with class A	IBEW888F	\$60.57									
50051782	Lead Vehicle Mechanic with class A Closed Classification	IBEW909D	\$65.94									
50154186	Lead Vehicle Mechanic with hazmat	IBEW888H	\$60.69									
50051783	Lead Vehicle Mechanic with hazmat Closed Classification	IBEW909K	\$66.08									
50164311	Lead Vehicle Mechanic with hazmat Fresh Pond	IBEW904A	\$64.72									
50164525	Lead Vehicle Mechanic with hazmat Fresh Pond Closed Classification	IBEW922A	\$70.60									
50083472	Line Construction Foreman/Woman	IBEW976D	\$102.78									
50083473	Line Construction Foreman/Woman with class A	IBEW976C	\$103.91									
50083474	Line Construction Foreman/Woman with hazmat	IBEW976X	\$104.03									
50154187	Line Equipment Operator Assistant with class A	IBEW795A	\$31.37	\$38.90	\$41.80	\$44.59	\$47.61					
50128409	Line Equipment Operator Assistant with class A Closed Classification	IBEW830L	\$37.25	\$38.90	\$41.80	\$44.59	\$47.61					
50154188	Line Equipment Operator with class A	IBEW862D	\$64.57									
50108535	Line Equipment Operator with class A Closed Classification	IBEW898B	\$64.57									
50169850	Line Equipment Operator with Crane and class A	IBEW862G	\$65.57									
50169884	Line Equipment Operator with Crane and class A Closed Classification	IBEW898D	\$65.57									
50169852	Line Equipment Operator with Crane and hazmat	IBEW862F	\$65.69									
50154140	Line Equipment Operator with hazmat	IBEW862E	\$64.69									
50108451	Line Equipment Operator with hazmat Closed Classification	IBEW862H	\$64.69									
50051787	Line Foreman/Woman Light	IBEW965R	\$96.54									
50051788	Line Foreman/Woman Light with class A	IBEW965C	\$97.69									
50142318	Line Inspector I	IBEW933A	\$84.97									
50156662	Line Inspector I with class A	IBEW933C	\$86.11									
50108831	Line Inspector II	IBEW941R	\$90.74									
50114932	Line Inspector II with class A	IBEW941D	\$91.89									
50051770	Line Sub Foreman/Woman	IBEW941R	\$90.74									
50051771	Line Sub Foreman/Woman with class A	IBEW941D	\$91.89									
50083463	Lineman/Woman	IBEW933A	\$84.97									
50083460	Lineman/Woman Apprentice	IBEW922R	\$55.25	\$58.88	\$62.52	\$66.17	\$69.78	\$73.43	\$77.09	\$80.73		
50083461	Lineman/Woman Apprentice with class A	IBEW922C	\$56.40	\$60.03	\$63.67	\$67.32	\$70.91	\$74.58	\$78.24	\$81.88		
50083462	Lineman/Woman Apprentice with hazmat	IBEW922Z	\$56.52	\$60.15	\$63.79	\$67.44	\$71.03	\$74.70	\$78.36	\$82.00		
50083464	Lineman/Woman with class A	IBEW933C	\$86.11									
50083465	Lineman/Woman with hazmat	IBEW933X	\$86.23									
50136787	Lineman/Woman with helicopter	IBEW933Y	\$89.22									
50154416	Maintenance Carpenter	IBEW865A	\$64.92									
50154417	Maintenance Carpenter Apprentice	IBEW851E	\$42.19									
50083233	Maintenance Carpenter Apprentice Closed Classification	IBEW879F	\$42.19									
50051805	Maintenance Carpenter Closed Classification	IBEW908A	\$64.92									
50154459	Maintenance Carpenter Foreman/Woman Light	IBEW901K	\$74.28									
50115406	Maintenance Carpenter Foreman/Woman Light Closed Classification	IBEW937G	\$74.28									
50154460	Maintenance Carpenter Subforeman/Woman	IBEW887D	\$89.90									

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50051808	Maintenance Carpenter Subforeman/Woman Closed Classification	IBEW922I	\$89.90									
50159375	Maintenance Carpenter with class A	IBEW872D	\$86.07									
50116262	Maintenance Carpenter with class A Closed Classification	IBEW908L	\$86.07									
50154399	Material Specialist I	IBEW793F	\$29.02	\$33.46	\$37.93	\$42.39						
50099003	Material Specialist I Closed Classification	IBEW851N	\$34.67	\$39.98	\$45.29	\$50.64						
50154525	Material Specialist I with class A	IBEW793A	\$30.17	\$34.61	\$39.08	\$43.54						
50099004	Material Specialist I with class A Closed Classification	IBEW851C	\$35.82	\$41.13	\$46.44	\$51.79						
50154527	Material Specialist I with Crane and class A	IBEW793D	\$31.17	\$35.61	\$40.08	\$44.54						
50099007	Material Specialist I with Crane and class A Closed Classification	IBEW851A	\$36.82	\$42.13	\$47.44	\$52.79						
50154528	Material Specialist I with crane and hazmat	IBEW793E	\$31.29	\$35.73	\$40.20	\$44.66						
50099008	Material Specialist I with crane and hazmat Closed Classification	IBEW851B	\$36.94	\$42.25	\$47.56	\$52.91						
50154529	Material Specialist I with hazmat	IBEW793B	\$30.29	\$34.73	\$39.20	\$43.66						
50099005	Material Specialist I with hazmat Closed Classification	IBEW851H	\$35.94	\$41.25	\$46.56	\$51.91						
50154530	Material Specialist II	IBEW912D	\$45.49									
50154478	Material Specialist II with class A	IBEW912F	\$46.64									
50051787	Material Specialist II Closed Classification	IBEW862I	\$54.36									
50051788	Material Specialist II with class A Closed Classification	IBEW862C	\$55.51									
50154480	Material Specialist II with Crane and class A	IBEW912P	\$47.64									
50099011	Material Specialist II with Crane and class A Closed Classification	IBEW862A	\$56.51									
50154481	Material Specialist II with crane and hazmat	IBEW912R	\$47.76									
50099012	Material Specialist II with crane and hazmat Closed Classification	IBEW862B	\$56.63									
50154482	Material Specialist II with hazmat	IBEW912H	\$46.76									
50083234	Material Specialist II with hazmat Closed Classification	IBEW862X	\$55.63									
50154483	Material Specialist III	IBEW928D	\$58.21									
50052074	Material Specialist III Closed Classification	IBEW878L	\$58.21									
50154484	Material Specialist III with class A	IBEW928G	\$59.36									
50052075	Material Specialist III with class A Closed Classification	IBEW879A	\$59.36									
50154486	Material Specialist III with Crane and class A	IBEW928L	\$60.36									
50099013	Material Specialist III with Crane and class A Closed Classification	IBEW879D	\$60.36									
50154487	Material Specialist III with crane and hazmat	IBEW928M	\$60.48									
50099014	Material Specialist III with crane and hazmat Closed Classification	IBEW898A	\$60.48									
50154488	Material Specialist III with hazmat	IBEW928H	\$59.48									
50052076	Material Specialist III with hazmat Closed Classification	IBEW879B	\$59.48									
50154489	Material Specialist IV	IBEW858B	\$61.87									
50052170	Material Specialist IV Closed Classification	IBEW893F	\$61.87									
50154490	Material Specialist IV with class A	IBEW858H	\$63.02									
50052171	Material Specialist IV with class A Closed Classification	IBEW898C	\$63.02									
50154570	Material Specialist IV with Crane and class A	IBEW858N	\$64.02									
50099009	Material Specialist IV with crane and class A Closed Classification	IBEW893A	\$64.02									
50154571	Material Specialist IV with crane and hazmat	IBEW858P	\$64.14									
50099010	Material Specialist IV with crane and hazmat Closed Classification	IBEW893E	\$64.14									
50154572	Material Specialist IV with hazmat	IBEW858J	\$63.14									
50052172	Material Specialist IV with hazmat Closed Classification	IBEW898X	\$63.14									
50154141	Mechanic	IBEW866B	\$54.23									
50051791	Mechanic Closed Classification	IBEW884A	\$59.23									
50154142	Mechanic with Class A	IBEW865C	\$55.38									

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2026 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2026 - Step 1	2026 - Step 2	2026 - Step 3	2026 - Step 4	2026 - Step 5	2026 - Step 6	2026 - Step 7	2026 - Step 8	2026 - Step 9	2026 - Step 10
50051792	Mechanic with class A Closed Classification	IBEW888G	\$60.38									
50154143	Mechanic with hazmat	IBEW885D	\$55.50									
50051793	Mechanic with hazmat Closed Classification	IBEW888X	\$60.50									
50154165	Mechanical Foreman/Woman Light	IBEW921G	\$68.02									
50099904	Mechanical Foreman/Woman Light Closed Classification	IBEW937G	\$74.26									
50051796	Meter Technician	IBEW925A	\$72.62									
50051797	Meter Technician Apprentice	IBEW912E	\$47.20	\$50.32	\$53.44	\$56.54	\$59.67	\$62.74	\$65.87	\$68.97		
61000007	Network Assistant	IBEW802G	\$34.77	\$36.36	\$37.95	\$39.53						
61000005	Network Assistant W/CLA	IBEW802L	\$35.96	\$37.55	\$39.15	\$40.73						
50051839	Network Cable Foreman/Woman Light	IBEW941M	\$88.78									
50051841	Network Electrician Foreman/Woman Light	IBEW941M	\$88.78									
50051843	Network Electrician Foreman/Woman Light with hazmat	IBEW941X	\$90.05									
50051860	Plant Mechanic	IBEW908A	\$66.67									
50083241	Plant Mechanic Apprentice	IBEW879E	\$43.33	\$46.19	\$49.07	\$51.92	\$54.76	\$57.62	\$60.47	\$63.35		
50083242	Plant Mechanic Apprentice with class A	IBEW879H	\$44.48	\$47.39	\$50.26	\$53.11	\$55.94	\$58.80	\$61.67	\$64.54		
50051861	Plant Mechanic Apprentice with hazmat	IBEW874X	\$44.60	\$47.52	\$50.38	\$53.22	\$56.09	\$58.94	\$61.79	\$64.66		
50100942	Plant Mechanic Welder	IBEW920A	\$70.86									
50051862	Plant Mechanic with class A	IBEW908L	\$67.82									
50083240	Plant Mechanic with hazmat	IBEW908X	\$67.94									
50154574	Power System Operator Apprentice	IBEW980A	\$73.64	\$77.88	\$82.13	\$86.38	\$90.63	\$94.88	\$99.13	\$103.37	\$107.62	
50154600	Power System Operator Journey	IBEW988A	\$113.29									
50051888	Pre-Apprentice Lineman/Woman	IBEW830A	\$37.54	\$39.26	\$42.28	\$45.18	\$48.32					
50051889	Pre-Apprentice Lineman/Woman with class A	IBEW830L	\$38.69	\$40.41	\$43.43	\$46.33	\$49.47					
50051890	Pre-Apprentice Lineman/Woman with hazmat	IBEW830X	\$38.81	\$40.53	\$43.55	\$46.45	\$49.59					
50154604	Revenue Protection Representative (IBEW)	IBEW873N	\$50.63	\$58.70	\$60.77	\$63.64						
50051920	Revenue Protection Representative (IBEW) Closed Classification	IBEW903A	\$56.88	\$58.70	\$60.77	\$63.64						
50120609	Senior Cable Locator	IBEW888L	\$62.82									
50122828	Senior Cable Locator with class A	IBEW888N	\$63.97									
50052037	Senior Calibration Technician	IBEW937A	\$75.24									
50052040	Senior Custodian	IBEW814A	\$41.78									
50159884	Senior Distribution System Operator	IBEW986D	\$110.30									
50137575	Senior Electrical Technician	IBEW960B	\$92.56									
50184310	Senior High Voltage Test Technician	IBEW941M	\$77.20									
50154400	Senior Hydro Operator	IBEW931A	\$81.52									
50118747	Senior Hydro Operator Closed Classification	IBEW941B	\$81.52									
50122845	Senior Line Inspector	IBEW965R	\$96.54									
50052079	Senior Meter Technician	IBEW937A	\$77.65									
50085328	Senior Park Maintenance Worker	IBEW814A	\$41.78									
50154603	Senior Power System Operator	IBEW990A	\$111.22									
50052107	Senior Telecommunications Technician	IBEW939B	\$78.33									
50154498	Senior Telephone Technician	IBEW922G	\$68.92									
50100561	Senior Telephone Technician Closed Classification	IBEW939B	\$76.79									
50052109	Senior Tool Repairer	IBEW901A	\$62.89									
50052114	Senior Troubleshooter	IBEW976D	\$102.76									
50154166	Senior Vehicle Mechanic	IBEW874B	\$60.82									
50083253	Senior Vehicle Mechanic Closed Classification	IBEW887A	\$60.82									

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2026 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2026 - Step 1	2026 - Step 2	2026 - Step 3	2026 - Step 4	2026 - Step 5	2026 - Step 6	2026 - Step 7	2026 - Step 8	2026 - Step 9	2026 - Step 10
50154167	Senior Vehicle Mechanic with class A	IBEW874D	\$61.97									
50052115	Senior Vehicle Mechanic with class A Closed Classification	IBEW887L	\$61.97									
50154168	Senior Vehicle Mechanic with hazmat	IBEW874E	\$62.09									
50052116	Senior Vehicle Mechanic with hazmat Closed Classification	IBEW887X	\$62.09									
50167601	Shift Power System Operator Apprentice	IBEW980B	\$73.63	\$77.41	\$81.18	\$84.96	\$88.74	\$92.52	\$96.29	\$100.07	\$103.84	\$107.62
50167601	Shift Power System Operator Apprentice	IBEW980B	\$73.63	\$77.41	\$81.18	\$84.96	\$88.74	\$92.52	\$96.29	\$100.07	\$103.84	\$107.62
50167434	Shift Power System Operator Journey	IBEW986B	\$113.29									
50167434	Shift Power System Operator Journey	IBEW986B	\$113.29									
50154602	Shift Senior Power System Operator	IBEW990B	\$119.01									
50154602	Shift Senior Power System Operator	IBEW990B	\$119.01									
50151393	Station Recorder Closed Classification	IBEW872I	\$55.61									
50052118	Station Recorder Closed Classification 1//	IBEW861C	\$35.59	\$37.22	\$47.95	\$50.00	\$53.12					
50091428	Substation Construction Foreman/Woman	IBEW945A	\$87.22									
50091429	Substation Construction Foreman/Woman with class A 1//	IBEW942E	\$88.37									
50091430	Substation Construction Foreman/Woman with hazmat	IBEW945X	\$88.49									
61000008	Substation Electrical Inspector	IBEW940A	\$83.09									
50051929	Substation Foreman/Woman, Light	IBEW940A	\$83.09									
50051930	Substation Foreman/Woman, Light with class A	IBEW940B	\$84.24									
50051931	Substation Foreman/Woman, Light with hazmat	IBEW940C	\$84.36									
50165789	Substation Maintenance Worker I	IBEW861A	\$43.59	\$45.78								
50125721	Substation Maintenance Worker II	IBEW861B	\$48.05	\$50.46	\$52.97	\$55.61						
50051932	Substation SubForeman/Woman	IBEW936D	\$78.19									
50051933	Substation Subforeman/Woman with class A	IBEW936E	\$79.34									
50051934	Substation Subforeman/Woman with hazmat	IBEW936F	\$79.46									
50154313	Telecommunications Technician Apprentice	IBEW845A	\$43.07	\$47.06	\$51.02	\$55.00	\$58.98	\$62.95				
50083255	Telecommunications Technician Apprentice Closed Classification	IBEW921A	\$48.00	\$52.44	\$56.89	\$61.26	\$65.71	\$70.15				
50052125	Telecommunications Technician Closed Classification	IBEW928I	\$73.83									
50154499	Telecommunications Technician I	IBEW915A	\$66.26									
50161055	Telecommunications Technician II	IBEW928I	\$73.83									
50154625	Telephone Technician	IBEW915A	\$64.96									
50154626	Telephone Technician Apprentice	IBEW845A	\$42.22	\$46.13	\$50.02	\$53.92	\$57.82	\$61.71				
50100562	Telephone Technician Apprentice Closed Classification	IBEW921A	\$47.06	\$51.41	\$55.78	\$60.06	\$64.42	\$68.78				
50100560	Telephone Technician Closed Classification	IBEW928I	\$72.38									
50052131	Tool Repairer	IBEW874G	\$50.29	\$51.92	\$53.80	\$56.45						
50052132	Tool Repairer with class A	IBEW874M	\$51.44	\$53.07	\$54.95	\$57.60						
50052133	Tool Repairer with hazmat	IBEW874Z	\$51.56	\$53.19	\$55.07	\$57.72						
50086933	Tool Room Foreman/Woman	IBEW936A	\$74.09									
50052134	Troubleshooter	IBEW941R	\$90.74									
50093281	Troubleshooter with class A	IBEW941D	\$91.89									
50151422	Utility Assistant	IBEW785A	\$21.30	\$24.36								
50083807	Utility Compliance Specialist	IBEW828G	\$36.51	\$38.18	\$41.10	\$43.92	\$47.03					
50151322	Utility Compliance Specialist 1//	IBEW872L	\$59.78									
50151392	Utility Compliance Specialist Closed Classification	IBEW872I	\$58.39									
50166507	Utility Compliance Specialist II	IBEW919J	\$49.46									
50052154	Utility Crew Foreman/Woman with hazmat	IBEW888X	\$60.50									
50052155	Utility Worker I	IBEW802G	\$34.77	\$36.36	\$37.95	\$39.53						

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2026 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2026 - Step 1	2026 - Step 2	2026 - Step 3	2026 - Step 4	2026 - Step 5	2026 - Step 6	2026 - Step 7	2026 - Step 8	2026 - Step 9	2026 - Step 10
50052156	Utility Worker I with class A	IBEW802L	\$35.92	\$37.51	\$39.10	\$40.68						
50052157	Utility Worker I with hazmat	IBEW802X	\$36.04	\$37.63	\$39.22	\$40.80						
50163854	Utility Worker II	IBEW814A	\$41.78									
50116120	Utility Worker III	IBEW816H	\$36.87	\$38.33	\$40.00	\$41.63	\$43.41					
50154631	Vegetation Management Specialist with class A	IBEW878H	\$58.26									
50150005	Vegetation Management Specialist With class A Closed Classification	IBEW901L	\$64.04									
50154627	Vegetation Work Planner	IBEW878G	\$57.11									
50052143	Vegetation Work Planner Closed Classification	IBEW901A	\$62.89									
50154628	Vegetation Work Planner with class A	IBEW878H	\$58.26									
50052144	Vegetation Work Planner with class A Closed Classification	IBEW901L	\$64.04									
50154630	Vegetation Work Planner with hazmat	IBEW878J	\$58.38									
50052145	Vegetation Work Planner with hazmat Closed Classification	IBEW901X	\$64.16									
50052158	Vehicle Attendant	IBEW816G	\$38.16	\$39.76	\$41.54	\$43.27	\$45.14					
50083257	Vehicle Attendant with class A	IBEW817B	\$39.31	\$40.91	\$42.69	\$44.42	\$46.29					
50052159	Vehicle Attendant with hazmat	IBEW817X	\$39.43	\$41.03	\$42.81	\$44.54	\$46.41					
50099030	Vehicle Maintenance Aide	IBEW790A	\$27.95	\$34.51								
50052164	Vehicle Maintenance Aide with class A	IBEW790L	\$29.10	\$35.66								
50052165	Vehicle Maintenance Aide with hazmat	IBEW790X	\$29.22	\$35.78								
50154169	Vehicle Mechanic	IBEW858A	\$57.16									
50154049	Vehicle Mechanic Apprentice with hazmat	IBEW851D	\$34.72	\$40.87	\$43.34	\$45.79	\$48.23	\$50.68	\$53.14	\$55.58		
50052161	Vehicle Mechanic Apprentice with hazmat Closed Classification	IBEW866X	\$38.43	\$40.87	\$43.34	\$45.79	\$48.23	\$50.68	\$53.14	\$55.58		
50052160	Vehicle Mechanic Closed Classification	IBEW874C	\$57.16									
50168478	Vehicle Mechanic Welder	IBEW851I	\$54.72									
50154213	Vehicle Mechanic Welder Apprentice with class A	IBEW851F	\$39.90	\$38.77	\$41.15	\$43.52	\$45.97	\$48.32	\$48.37	\$53.15		
50125306	Vehicle Mechanic Welder Apprentice with class A Closed Classification	IBEW888A	\$39.90	\$42.45	\$45.08	\$47.71	\$50.35	\$52.94	\$55.55	\$58.14		
50154214	Vehicle Mechanic Welder Apprentice with hazmat	IBEW851K	\$39.94	\$38.82	\$41.19	\$43.56	\$45.99	\$48.36	\$50.74	\$53.17		
50125304	Vehicle Mechanic Welder Apprentice with hazmat Closed Classification	IBEW888B	\$39.94	\$42.49	\$45.13	\$47.74	\$50.35	\$52.97	\$55.58	\$58.17		
50154218	Vehicle Mechanic Welder with class A	IBEW874A	\$61.12									
50052166	Vehicle Mechanic Welder with class A Closed Classification	IBEW888G	\$61.12									
50154219	Vehicle Mechanic Welder with hazmat	IBEW872H	\$61.24									
50052167	Vehicle Mechanic Welder with hazmat Closed Classification	IBEW888X	\$61.24									
50154225	Vehicle Mechanic with class A	IBEW858D	\$58.31									
50052162	Vehicle Mechanic with class A Closed Classification	IBEW878A	\$58.31									
50154240	Vehicle Mechanic with hazmat	IBEW858K	\$58.43									
50052163	Vehicle Mechanic with hazmat Closed Classification	IBEW878X	\$58.43									

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2027 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2027 - Step 1	2027 - Step 2	2027 - Step 3	2027 - Step 4	2027 - Step 5	2027 - Step 6	2027 - Step 7	2027 - Step 8	2027 - Step 9	2027 - Step 10
50051584	Body Fender Mechanic	IBEW884A	\$61.51									
50051586	Cable Locator	IBEW873G	\$55.11	\$56.27	\$57.87	\$59.35	\$60.46					
50051584	Cable Locator with class A	IBEW873M	\$56.26	\$57.42	\$59.02	\$60.50	\$61.61					
50051585	Cable Locator with Hazmat	IBEW873X	\$56.38	\$57.53	\$59.12	\$60.62	\$61.73					
50185732	Cable Splicer Construction Foreman/Woman	IBEW941I	\$102.20									
50187878	Cable Splicer Construction Foreman/Woman with class A	IBEW941F	\$103.35									
50051574	Cable Splicer/Electrician	IBEW923K	\$86.07									
50083188	Cable Splicer/Electrician Apprentice	IBEW909A	\$55.98	\$59.15	\$62.38	\$65.62	\$68.90	\$72.13	\$75.28	\$78.55	\$81.74	
50051575	Cable Splicer/Electrician Apprentice with class A	IBEW909B	\$57.13	\$60.30	\$63.53	\$66.77	\$70.05	\$73.28	\$76.43	\$79.70	\$82.89	
50051579	Cable Splicer/Electrician Apprentice with hazmat	IBEW909C	\$57.25	\$60.42	\$63.65	\$66.89	\$70.17	\$73.40	\$76.55	\$79.82	\$83.01	
50051844	Cable Splicer/Electrician Foreman/Woman	IBEW937D	\$92.70									
50051577	Cable Splicer/Electrician Foreman/Woman Light	IBEW942A	\$96.98									
50051578	Cable Splicer/Electrician Foreman/Woman Light with class A	IBEW942L	\$98.13									
50051576	Cable Splicer/Electrician with Class A	IBEW923L	\$87.22									
50051583	Calibration Technician	IBEW925A	\$73.08									
50051599	Civil Maintenance Foreman/Woman light	IBEW937G	\$77.12									
50051600	Civil Maintenance Foreman/Woman light with class A	IBEW937L	\$78.27									
50051601	Civil Maintenance Foreman/Woman light with hazmat	IBEW937X	\$78.39									
50051587	Combustible Turbine Foreman/Woman	IBEW945B	\$82.10									
50051588	Combustible Turbine Technician	IBEW917A	\$70.55									
50051610	Crafts Helper	IBEW828G	\$37.73	\$39.46	\$42.48	\$45.39	\$48.61					
50083191	Crafts Helper with class A	IBEW828L	\$38.88	\$40.61	\$43.63	\$46.54	\$49.76					
50051611	Crafts Helper with hazmat	IBEW828X	\$39.00	\$40.73	\$43.75	\$46.66	\$49.88					
50051617	Custodian Closed Classification	IBEW800G	\$35.55	\$37.13	\$38.84	\$40.63						
50051628	Distribution System Operator I	IBEW928J	\$83.23	\$85.32	\$87.52	\$89.81	\$92.09	\$94.44	\$96.80	\$99.39	\$101.90	
50051629	Distribution System Operator II	IBEW992D	\$107.02									
50051653	Electrical Technician	IBEW937E	\$89.57									
50089229	Electrical Technician Apprentice	IBEW928B	\$58.14	\$61.61	\$64.93	\$68.28	\$71.67	\$75.06	\$78.36	\$81.74	\$85.08	
50051654	Electrical Technician Apprentice with hazmat	IBEW928C	\$59.41	\$62.88	\$66.20	\$69.55	\$72.94	\$76.33	\$79.63	\$83.22	\$86.35	
50092679	Electrical Technician Foreman/Woman Light	IBEW970A	\$102.48									
50099277	Electrical Technician Foreman/Woman Light On Call	IBEW970O	\$104.46									
50092739	Electrical Technician Foreman/Woman With class A	IBEW970M	\$103.69									
50092740	Electrical Technician Foreman/Woman With hazmat	IBEW970N	\$103.81									
50091431	Electrical Technician Subforeman/Woman	IBEW937F	\$96.50									
50120394	Electrical Test & Repair Specialist	IBEW939A	\$90.57									
50051647	Electrician	IBEW916A	\$70.04									
50051648	Electrician Apprentice	IBEW880A	\$45.53	\$48.57	\$51.51	\$54.52	\$57.53	\$60.54	\$63.48	\$66.52		
50051649	Electrician Apprentice with class A	IBEW880L	\$46.68	\$49.72	\$52.66	\$55.67	\$58.68	\$61.69	\$64.63	\$67.67		
50051650	Electrician Apprentice with hazmat	IBEW880X	\$46.80	\$49.84	\$52.78	\$55.79	\$58.80	\$61.81	\$64.75	\$67.79		
50099538	Electrician Foreman/Woman Light	IBEW941M	\$80.17									
50099539	Electrician Foreman/Woman Light With class A	IBEW941L	\$81.32									
50099540	Electrician Foreman/Woman Light With hazmat	IBEW941X	\$81.44									
50051651	Electrician with class A	IBEW916L	\$71.19									
50133656	Electrician with hazmat	IBEW916X	\$71.31									
50051659	Equipment Operator	IBEW858L	\$54.88									
50051660	Equipment Operator with class A	IBEW884A	\$56.03									

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2027 IBEW WAGE SCHEDULE

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50051861	Equipment Operator with hazmat	IBEW884X	\$56.15									
50099209	Facilities Custodian	IBEW792A	\$27.70	\$29.79	\$32.19	\$34.64						
50051842	Facilities Electrical Foreman/Woman Light with class A	IBEW941L	\$81.32									
50117805	Facilities Electrician Foreman/Woman Light	IBEW941M	\$80.17									
50159122	Facilities Stationary Engineer Apprentice	IBEW851J	\$37.24	\$39.40	\$41.52	\$43.68	\$45.82	\$47.96	\$50.12	\$52.25	\$54.44	
50159123	Facilities Stationary Engineer Apprentice Closed Classification	IBEW879F	\$43.81	\$46.36	\$48.86	\$51.42	\$53.93	\$56.46	\$59.00	\$61.50	\$64.06	
50159124	Facilities Stationary Engineer Foremen/Woman Light	IBEW937G	\$77.12									
50159225	Facilities Stationary Engineer I	IBEW872G	\$57.29									
50159226	Facilities Stationary Engineer II	IBEW908A	\$67.42									
50052152	Facilities Utility Crew Foreman/Woman	IBEW919M	\$51.26									
50188952	Facilities Utility Crew Foreman/Woman Closed Classification	IBEW883M	\$59.69									
50188954	Facilities Utility Crew Foreman/Woman with hazmat	IBEW919N	\$52.53									
50188953	Facilities Utility Crew Foreman/Woman with hazmat Closed Classification	IBEW883N	\$60.96									
50093182	Fault Locator	IBEW941H	\$81.63									
50093183	Fault Locator with class A	IBEW941J	\$82.78									
50101800	Field Support Technician with class A	IBEW888C	\$58.15	\$59.61	\$61.12	\$62.62						
50154335	Gardener	IBEW877J	\$42.11	\$43.18	\$44.08							
50051700	Gardener Closed Classification	IBEW848G	\$49.26	\$50.49	\$51.51							
50154336	Gardener with class A	IBEW877K	\$43.26	\$44.33	\$45.23							
50051701	Gardener with class A Closed Classification	IBEW848L	\$50.41	\$51.64	\$52.66							
50154337	Gardener with hazmat	IBEW877L	\$43.38	\$44.45	\$45.35							
50051702	Gardener with hazmat Closed Classification	IBEW848X	\$50.53	\$51.76	\$52.78							
50097100	Gas Control Technician	IBEW924A	\$76.44									
50124993	Gas Control Technician Apprentice	IBEW912E	\$49.83	\$53.11	\$56.41	\$59.68	\$62.99	\$66.23	\$69.53	\$72.80		
50113889	Gas Control Technician with class A	IBEW924L	\$77.59									
50051890	Gas Pipeline Fieldperson	IBEW873G	\$54.19	\$55.33	\$56.90	\$58.35	\$59.45					
50052175	Hazard Waste Foreman/Woman Light	IBEW912G	\$71.34									
50052176	Hazard Waste Foreman/Woman Light with class A	IBEW915B	\$72.47									
50055201	Hazard Waste Technician	IBEW874H	\$36.70	\$38.34	\$51.52	\$52.22	\$53.93	\$55.67	\$57.69	\$60.53		
50119981	Hazard Waste Technician On Call	IBEW888A	\$63.63									
50083189	Hazard Waste Technician with class A	IBEW878A	\$61.67									
50052177	Hazardous Waste Foreman/Woman Light with hazmat	IBEW915X	\$72.61									
50052178	Hazardous Waste Technician with hazmat	IBEW878X	\$61.80									
50154338	Head Gardener	IBEW919D	\$47.45									
50051703	Head Gardener Closed Classification	IBEW883A	\$55.50									
50154339	Head Gardener with class A	IBEW919F	\$48.60									
50051704	Head Gardener with class A Closed Classification	IBEW883L	\$56.65									
50154340	Head Gardener with hazmat	IBEW919G	\$48.72									
50051705	Head Gardener with hazmat Closed Classification	IBEW883X	\$56.77									
50083171	Heavy Duty Equipment Operator	IBEW893F	\$65.86									
50051706	Heavy Duty Equipment Operator Apprentice	IBEW877A	\$42.80	\$45.60	\$48.46	\$51.27	\$54.06	\$56.90	\$59.70	\$62.54		
50092744	Heavy Duty Equipment Operator Foreman/Woman Light	IBEW922L	\$75.31									
50099278	Heavy Duty Equipment Operator Foreman/Woman Light On Call	IBEW937G	\$79.04									
50092746	Heavy Duty Equipment Operator Foreman/Woman light with class A	IBEW923A	\$76.46									
50092747	Heavy Duty Equipment Operator Foreman/Woman light with hazmat	IBEW923B	\$76.58									
50051707	Heavy Duty Equipment Operator with class A	IBEW898E	\$67.01									

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2027 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2027 - Step 1	2027 - Step 2	2027 - Step 3	2027 - Step 4	2027 - Step 5	2027 - Step 6	2027 - Step 7	2027 - Step 8	2027 - Step 9	2027 - Step 10
50051708	Heavy Duty Equipment Operator with class hazmat	IBEW898X	\$67.13									
51000003	High Voltage Electrician	IBEW921H	\$77.65									
51000000	High Voltage Electrician Apprentice	IBEW918A	\$50.47	\$53.83	\$57.11	\$60.44	\$63.79	\$67.13	\$70.38	\$73.75		
51000001	High Voltage Electrician Apprentice with Class A	IBEW918B	\$51.62	\$54.98	\$58.26	\$61.59	\$64.94	\$68.28	\$71.53	\$74.90		
51000002	High Voltage Electrician Apprentice with Hazmat	IBEW918C	\$51.74	\$55.10	\$58.38	\$61.71	\$65.06	\$68.40	\$71.65	\$75.02		
51000004	High Voltage Electrician with Class A	IBEW925D	\$78.80									
51000005	High Voltage Electrician with Hazmat	IBEW925E	\$78.92									
61000001	High Voltage Test Apprentice	IBEW918A	\$47.11	\$50.25	\$53.31	\$56.42	\$59.55	\$62.66	\$65.70	\$68.85		
50099375	High Voltage Test Technician	IBEW921E	\$72.03									
50051712	Hydro Electrician Foreman/Woman Light	IBEW940A	\$88.88									
50099279	Hydro Electrician Foreman/Woman Light On Call	IBEW941C	\$90.17									
50051713	Hydro Electrician Foreman/Woman Light with class A	IBEW940B	\$90.03									
50051714	Hydro Electrician Foreman/Woman Light with hazmat	IBEW940C	\$90.15									
50099894	Hydro Electrician Operator Foreman/Woman Light	IBEW945B	\$87.95									
50051735	Hydro Field Technician	IBEW915A	\$67.46									
50098810	Hydro Field Technician Foreman/Woman Light	IBEW939B	\$79.75									
50098811	Hydro Field Technician Foreman/Woman Light with class A	IBEW939F	\$80.90									
50098809	Hydro Field Technician Foreman/Woman Light with hazmat	IBEW939H	\$81.02									
50051736	Hydro Field Technician with class A	IBEW915F	\$68.61									
50051737	Hydro Field Technician with hazmat	IBEW915H	\$68.73									
50051720	Hydro Mechanic Foreman/Woman Light	IBEW937G	\$80.82									
50099281	Hydro Mechanic Foreman/Woman Light On Call	IBEW939A	\$85.60									
50051721	Hydro Mechanic Foreman/Woman Light with class A	IBEW937L	\$81.97									
50051722	Hydro Mechanic Foreman/Woman Light with hazmat	IBEW937X	\$82.09									
50154344	Hydro Operator	IBEW917C	\$80.53									
50154345	Hydro Operator Apprentice	IBEW820B	\$52.36	\$55.81	\$59.24	\$62.70	\$66.17	\$69.59	\$73.05	\$77.65		
50083173	Hydro Operator Apprentice Closed Classification	IBEW919A	\$52.36	\$55.81	\$59.24	\$62.70	\$66.17	\$69.59	\$73.05	\$77.65		
50154346	Hydro Operator Apprentice with class A	IBEW820C	\$57.01	\$56.96	\$60.39	\$63.85	\$67.32	\$70.74	\$74.20	\$77.64		
50094281	Hydro Operator Apprentice with class A Closed Classification	IBEW919B	\$57.01	\$56.96	\$60.39	\$63.85	\$67.32	\$70.74	\$74.20	\$77.64		
50154347	Hydro Operator Apprentice with hazmat	IBEW919H	\$53.63	\$57.08	\$60.51	\$63.97	\$67.44	\$70.86	\$74.32	\$77.76		
50051724	Hydro Operator Apprentice with hazmat Closed Classification	IBEW919C	\$53.63	\$57.08	\$60.51	\$63.97	\$67.44	\$70.86	\$74.32	\$77.76		
50051723	Hydro Operator Closed Classification	IBEW927F	\$80.53									
50154348	Hydro Operator Foreman/Woman	IBEW941A	\$96.28									
50114860	Hydro Operator Foreman/Woman Closed Classification	IBEW970B	\$96.28									
50154349	Hydro Operator Foreman/Woman with class A	IBEW941G	\$97.43									
50114911	Hydro Operator Foreman/Woman with class A Closed Classification	IBEW970L	\$97.43									
50051725	Hydro Operator with class A	IBEW928A	\$81.68									
50051727	Hydro Overhaul Foreman/Woman	IBEW945B	\$87.95									
50180050	Hydro Stationary Engineer Apprentice	IBEW851J	\$37.24	\$39.40	\$41.52	\$43.68	\$45.82	\$47.96	\$50.12	\$52.25	\$54.44	
50180051	Hydro Stationary Engineer I	IBEW872G	\$57.29									
50180052	Hydro Stationary Engineer II	IBEW908A	\$67.42									
50184138	Hydro Stationary Engineer II with Class C-Hazmat	IBEW908K	\$68.13									
50180026	Hydro Stationary Engineer II with hazmat	IBEW908X	\$68.69									
50180200	Hydro Stationary Engineer Sub foreman/Woman	IBEW922I	\$72.59									
50180053	Hydro Stationary Engineer Sub foreman/Woman Light	IBEW937G	\$77.12									
50051743	Instructor	IBEW938A	\$79.51									

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2027 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2027 - Step 1	2027 - Step 2	2027 - Step 3	2027 - Step 4	2027 - Step 5	2027 - Step 6	2027 - Step 7	2027 - Step 8	2027 - Step 9	2027 - Step 10
50162418	Lead Distribution System Operator	IBEW984D	\$112.38									
61000002	Lead Telecomm Technician	IBEW933A	\$86.55									
50051760	Lead Tool Repairer	IBEW922I	\$72.59									
50165758	Lead Utility Compliance Specialist	IBEW828K	\$55.68									
50154184	Lead Vehicle Mechanic	IBEW888D	\$61.71									
50051761	Lead Vehicle Mechanic Closed Classification	IBEW904B	\$67.28									
50154185	Lead Vehicle Mechanic with class A	IBEW888F	\$62.86									
50051762	Lead Vehicle Mechanic with class A Closed Classification	IBEW909D	\$68.43									
50154186	Lead Vehicle Mechanic with hazmat	IBEW888H	\$62.98									
50051763	Lead Vehicle Mechanic with hazmat Closed Classification	IBEW909X	\$68.55									
50164311	Lead Vehicle Mechanic with hazmat Fresh Pond	IBEW904A	\$67.16									
50164525	Lead Vehicle Mechanic with hazmat Fresh Pond Closed Classification	IBEW922A	\$73.27									
50083472	Line Construction Foreman/Woman	IBEW976D	\$109.92									
50083473	Line Construction Foreman/Woman with class A	IBEW976C	\$111.07									
50083474	Line Construction Foreman/Woman with hazmat	IBEW976X	\$111.19									
50154187	Line Equipment Operator Assistant with class A	IBEW795A	\$32.53	\$40.36	\$43.37	\$46.26	\$49.40					
50128409	Line Equipment Operator Assistant with class A Closed Classification	IBEW830L	\$38.64	\$40.36	\$43.37	\$46.26	\$49.40					
50154188	Line Equipment Operator with class A	IBEW862D	\$67.01									
50106535	Line Equipment Operator with class A Closed Classification	IBEW898B	\$67.01									
50169850	Line Equipment Operator with Crane and class A	IBEW862G	\$68.01									
50169884	Line Equipment Operator with Crane and class A Closed Classification	IBEW898D	\$68.01									
50169852	Line Equipment Operator with Crane and hazmat	IBEW862F	\$68.13									
50154140	Line Equipment Operator with hazmat	IBEW862E	\$67.13									
50108451	Line Equipment Operator with hazmat Closed Classification	IBEW862H	\$67.13									
50051767	Line Foreman/Woman Light	IBEW965R	\$103.26									
50051768	Line Foreman/Woman Light with class A	IBEW965C	\$104.41									
50142318	Line Inspector I	IBEW933A	\$90.89									
50158852	Line Inspector I with class A	IBEW933C	\$92.03									
50108831	Line Inspector II	IBEW941R	\$97.06									
50114932	Line Inspector II with class A	IBEW941D	\$98.21									
50051770	Line Sub Foreman/Woman	IBEW941R	\$97.06									
50051771	Line Sub Foreman/Woman with class A	IBEW941D	\$98.21									
50083463	Lineman/Woman	IBEW933A	\$90.89									
50083460	Lineman/Woman Apprentice	IBEW922R	\$59.10	\$62.98	\$66.87	\$70.78	\$74.62	\$78.54	\$82.46	\$86.35		
50083461	Lineman/Woman Apprentice with class A	IBEW922C	\$60.25	\$64.13	\$68.02	\$71.93	\$75.77	\$79.69	\$83.61	\$87.50		
50083462	Lineman/Woman Apprentice with hazmat	IBEW922Z	\$60.37	\$64.25	\$68.14	\$72.05	\$75.89	\$79.81	\$83.73	\$87.62		
50083464	Lineman/Woman with class A	IBEW933C	\$92.03									
50083465	Lineman/Woman with hazmat	IBEW933X	\$92.15									
50136767	Lineman/Woman with helicopter	IBEW933Y	\$95.43									
50154416	Maintenance Carpenter	IBEW885A	\$67.42									
50154417	Maintenance Carpenter Apprentice	IBEW851E	\$43.81									
50083233	Maintenance Carpenter Apprentice Close Classification	IBEW879F	\$43.81									
50051805	Maintenance Carpenter Closed Classification	IBEW908A	\$67.42									
50154459	Maintenance Carpenter Foreman/Woman Light	IBEW901K	\$77.12									
50115406	Maintenance Carpenter Foreman/Woman Light Closed Classification	IBEW937G	\$77.12									
50154460	Maintenance Carpenter Subforeman/Woman	IBEW887D	\$72.59									

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2027 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2027 - Step 1	2027 - Step 2	2027 - Step 3	2027 - Step 4	2027 - Step 5	2027 - Step 6	2027 - Step 7	2027 - Step 8	2027 - Step 9	2027 - Step 10
50051806	Maintenance Carpenter Subforeman/Woman Closed Classification	IBEW922I	\$72.59									
50159375	Maintenance Carpenter with class A	IBEW872D	\$68.57									
50116262	Maintenance Carpenter with class A Closed Classification	IBEW908L	\$68.57									
50154399	Material Specialist I	IBEW793F	\$30.14	\$34.74	\$39.39	\$44.02						
50099003	Material Specialist I Closed Classification	IBEW851N	\$36.00	\$41.52	\$47.04	\$52.59						
50154525	Material Specialist I with class A	IBEW793A	\$31.29	\$35.89	\$40.54	\$45.17						
50099004	Material Specialist I with class A Closed Classification	IBEW851C	\$37.15	\$42.67	\$48.19	\$53.74						
50154527	Material Specialist I with Crane and class A	IBEW793D	\$32.29	\$36.89	\$41.54	\$46.17						
50099007	Material Specialist I with Crane and class A Closed Classification	IBEW851A	\$38.15	\$43.67	\$49.19	\$54.74						
50154528	Material Specialist I with crane and hazmat	IBEW793E	\$32.41	\$37.01	\$41.66	\$46.29						
50099008	Material Specialist I with crane and hazmat Closed Classification	IBEW851B	\$38.27	\$43.79	\$49.31	\$54.86						
50154529	Material Specialist I with hazmat	IBEW793B	\$31.41	\$36.01	\$40.66	\$45.29						
50099005	Material Specialist I with hazmat Closed Classification	IBEW851H	\$37.27	\$42.79	\$48.31	\$53.86						
50154530	Material Specialist II	IBEW912D	\$47.24									
50154478	Material Specialist II with class A	IBEW912F	\$48.39									
50051787	Material Specialist II Closed Classification	IBEW882I	\$56.45									
50051788	Material Specialist II with class A Closed Classification	IBEW882C	\$57.60									
50154480	Material Specialist II with Crane and class A	IBEW912P	\$49.39									
50099011	Material Specialist II with Crane and class A Closed Classification	IBEW882A	\$58.60									
50154481	Material Specialist II with crane and hazmat	IBEW912R	\$49.51									
50099012	Material Specialist II with crane and hazmat Closed Classification	IBEW882B	\$58.72									
50154482	Material Specialist II with hazmat	IBEW912H	\$48.51									
50083234	Material Specialist II with hazmat Closed Classification	IBEW882X	\$57.72									
50154483	Material Specialist III	IBEW928D	\$60.45									
50052074	Material Specialist III Closed Classification	IBEW878L	\$60.45									
50154484	Material Specialist III with class A	IBEW928G	\$61.60									
50052075	Material Specialist III with class A Closed Classification	IBEW879A	\$61.60									
50154488	Material Specialist III with Crane and class A	IBEW928L	\$62.60									
50099013	Material Specialist III with Crane and class A Closed Classification	IBEW879D	\$62.60									
50154487	Material Specialist III with crane and hazmat	IBEW928M	\$62.72									
50099014	Material Specialist III with crane and hazmat Closed Classification	IBEW898A	\$62.72									
50154488	Material Specialist III with hazmat	IBEW928H	\$61.72									
50052076	Material Specialist III with hazmat Closed Classification	IBEW879B	\$61.72									
50154489	Material Specialist IV	IBEW858B	\$64.25									
50052170	Material Specialist IV Closed Classification	IBEW893F	\$64.25									
50154490	Material Specialist IV with class A	IBEW858H	\$65.40									
50052171	Material Specialist IV with class A Closed Classification	IBEW898C	\$65.40									
50154570	Material Specialist IV with Crane and class A	IBEW858N	\$66.40									
50099009	Material Specialist IV with crane and class A Closed Classification	IBEW893A	\$66.40									
50154571	Material Specialist IV with crane and hazmat	IBEW858P	\$66.52									
50099010	Material Specialist IV with crane and hazmat Closed Classification	IBEW893E	\$66.52									
50154572	Material Specialist IV with hazmat	IBEW858J	\$65.52									
50052172	Material Specialist IV with hazmat Closed Classification	IBEW898X	\$65.52									
50154141	Mechanic	IBEW885B	\$56.32									
50051791	Mechanic Closed Classification	IBEW884A	\$61.51									
50154142	Mechanic with Class A	IBEW885C	\$57.47									

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2027 IBEW WAGE SCHEDULE

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50051792	Mechanic with class A Closed Classification	IBEW888G	\$62.66									
50154143	Mechanic with hazmat	IBEW888D	\$57.59									
50051793	Mechanic with hazmat Closed Classification	IBEW888X	\$62.78									
50154165	Mechanical Foreman/Woman Light	IBEW921G	\$70.64									
50099904	Mechanical Foreman/Woman Light Closed Classification	IBEW937G	\$77.12									
50051796	Meter Technician	IBEW925A	\$77.23									
50051797	Meter Technician Apprentice	IBEW912E	\$50.19	\$53.51	\$56.83	\$60.13	\$63.46	\$66.72	\$70.04	\$73.34		
61000007	Network Assistant	IBEW802G	\$36.11	\$37.76	\$39.41	\$41.05						
61000005	Network Assistant W/CL A	IBEW802L	\$37.34	\$39.00	\$40.65	\$42.29						
50051839	Network Cable Foreman/Woman Light	IBEW941M	\$92.20									
50051841	Network Electrician Foreman/Woman Light	IBEW941M	\$92.20									
50051843	Network Electrician Foreman/Woman Light with hazmat	IBEW941X	\$93.47									
50051860	Plant Mechanic	IBEW908A	\$70.66									
50083241	Plant Mechanic Apprentice	IBEW879E	\$45.92	\$48.96	\$52.00	\$55.02	\$58.03	\$61.07	\$64.09	\$67.14		
50083242	Plant Mechanic Apprentice with class A	IBEW879H	\$47.07	\$50.15	\$53.20	\$56.22	\$59.22	\$62.25	\$65.29	\$68.33		
50051861	Plant Mechanic Apprentice with hazmat	IBEW874X	\$47.19	\$50.28	\$53.32	\$56.33	\$59.37	\$62.38	\$65.41	\$68.45		
50100942	Plant Mechanic Welder	IBEW920A	\$75.10									
50051862	Plant Mechanic with class A	IBEW908L	\$71.81									
50083240	Plant Mechanic with hazmat	IBEW908X	\$71.93									
50154574	Power System Operator Apprentice	IBEW980A	\$76.48	\$80.88	\$85.30	\$89.71	\$94.12	\$98.53	\$102.94	\$107.35	\$111.77	
50154600	Power System Operator Journey	IBEW988A	\$117.65									
50051888	Pre-Apprentice Lineman/Woman	IBEW830A	\$40.15	\$42.00	\$45.22	\$48.33	\$51.68					
50051889	Pre-Apprentice Lineman/Woman with class A	IBEW830L	\$41.30	\$43.15	\$46.37	\$49.48	\$52.83					
50051890	Pre-Apprentice Lineman/Woman with hazmat	IBEW830X	\$41.42	\$43.27	\$46.49	\$49.60	\$52.95					
50154604	Revenue Protection Representative (IBEW)	IBEW873N	\$52.48	\$60.96	\$63.11	\$66.09						
50051920	Revenue Protection Representative (IBEW) Closed Classification	IBEW903A	\$59.07	\$60.96	\$63.11	\$66.09						
50120609	Senior Cable Locator	IBEW888L	\$65.24									
50122828	Senior Cable Locator with class A	IBEW888N	\$66.39									
50052037	Senior Calibration Technician	IBEW937A	\$78.14									
50052040	Senior Custodian	IBEW814A	\$43.39									
50159864	Senior Distribution System Operator	IBEW988D	\$117.98									
50137575	Senior Electrical Technician	IBEW980B	\$99.01									
50164310	Senior High Voltage Test Technician	IBEW941M	\$80.17									
50154400	Senior Hydro Operator	IBEW931A	\$86.99									
50118747	Senior Hydro Operator Closed Classification	IBEW941B	\$86.99									
50122845	Senior Line Inspector	IBEW985R	\$103.26									
50052079	Senior Meter Technician	IBEW937A	\$82.57									
50085328	Senior Park Maintenance Worker	IBEW814A	\$43.39									
50154603	Senior Power System Operator	IBEW990A	\$115.50									
50052107	Senior Telecommunications Technician	IBEW939B	\$81.35									
50154498	Senior Telephone Technician	IBEW922G	\$71.57									
50100561	Senior Telephone Technician Closed Classification	IBEW939B	\$79.75									
50052109	Senior Tool Repairer	IBEW901A	\$65.31									
50052114	Senior Troubleshooter	IBEW978D	\$109.92									
50154166	Senior Vehicle Mechanic	IBEW874B	\$63.16									
50083253	Senior Vehicle Mechanic Closed Classification	IBEW887A	\$63.16									

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2027 IBEW WAGE SCHEDULE

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50154167	Senior Vehicle Mechanic with class A	IBEW874D	\$64.31									
50052115	Senior Vehicle Mechanic with class A Closed Classification	IBEW887L	\$64.31									
50154168	Senior Vehicle Mechanic with hazmat	IBEW874E	\$64.43									
50052116	Senior Vehicle Mechanic with hazmat Closed Classification	IBEW887X	\$64.43									
50167601	Shift Power System Operator Apprentice	IBEW980B	\$76.46	\$80.39	\$84.31	\$88.23	\$92.16	\$96.08	\$100.00	\$103.92	\$107.84	\$111.76
50167601	Shift Power System Operator Apprentice	IBEW980B	\$76.46	\$80.39	\$84.31	\$88.23	\$92.16	\$96.08	\$100.00	\$103.92	\$107.84	\$111.76
50167434	Shift Power System Operator Journey	IBEW986B	\$117.65									
50167434	Shift Power System Operator Journey	IBEW986B	\$117.65									
50154602	Shift Senior Power System Operator	IBEW990B	\$123.59									
50154602	Shift Senior Power System Operator	IBEW990B	\$123.59									
50151393	Station Recorder Closed Classification	IBEW872I	\$57.75									
50052118	Station Recorder Closed Classification 1//	IBEW881C	\$36.96	\$38.65	\$49.80	\$51.93	\$55.17					
50091428	Substation Construction Foreman/Woman	IBEW945A	\$93.30									
50091429	Substation Construction Foreman/Woman with class A 1//	IBEW942E	\$94.45									
50091430	Substation Construction Foreman/Woman with hazmat	IBEW945X	\$94.57									
61000006	Substation Electrical Inspector	IBEW940A	\$88.88									
50051929	Substation Foreman/Woman, Light	IBEW940A	\$88.88									
50051930	Substation Foreman/Woman, Light with class A	IBEW940B	\$90.03									
50051931	Substation Foreman/Woman, Light with hazmat	IBEW940C	\$90.15									
50165789	Substation Maintenance Worker I	IBEW881A	\$45.27	\$47.54								
50125721	Substation Maintenance Worker II	IBEW881B	\$49.90	\$52.40	\$55.01	\$57.75						
50051932	Substation SubForeman/Woman	IBEW936D	\$83.64									
50051933	Substation Subforeman/Woman with class A	IBEW936E	\$84.79									
50051934	Substation Subforeman/Woman with hazmat	IBEW936F	\$84.91									
50154313	Telecommunications Technician Apprentice	IBEW845A	\$44.73	\$48.87	\$52.99	\$57.12	\$61.25	\$65.37				
50083255	Telecommunications Technician Apprentice Closed Classification	IBEW921A	\$49.85	\$54.45	\$59.08	\$63.62	\$68.24	\$72.85				
50052125	Telecommunications Technician Closed Classification	IBEW928I	\$76.67									
50154499	Telecommunications Technician I	IBEW915A	\$68.81									
50161055	Telecommunications Technician II	IBEW928I	\$76.67									
50154625	Telephone Technician	IBEW915A	\$67.46									
50154626	Telephone Technician Apprentice	IBEW845A	\$43.85	\$47.91	\$51.95	\$56.00	\$60.05	\$64.09				
50100562	Telephone Technician Apprentice Closed Classification	IBEW921A	\$48.87	\$53.39	\$57.92	\$62.37	\$66.90	\$71.42				
50100560	Telephone Technician Closed Classification	IBEW928I	\$75.17									
50052131	Tool Repairer	IBEW874G	\$52.23	\$53.92	\$55.87	\$58.62						
50052132	Tool Repairer with class A	IBEW874M	\$53.38	\$55.07	\$57.02	\$59.77						
50052133	Tool Repairer with hazmat	IBEW874Z	\$53.50	\$55.19	\$57.14	\$59.89						
50088933	Tool Room Foreman/Woman	IBEW936A	\$76.94									
50052134	Troubleshooter	IBEW941R	\$97.06									
50093281	Troubleshooter with class A	IBEW941D	\$98.21									
50151422	Utility Assistant	IBEW785A	\$22.12	\$25.29								
50083807	Utility Compliance Specialist	IBEW828G	\$37.92	\$39.65	\$42.69	\$45.61	\$48.84					
50151322	Utility Compliance Specialist 1//	IBEW872L	\$62.08									
50151392	Utility Compliance Specialist Closed Classification	IBEW872I	\$60.64									
50166507	Utility Compliance Specialist II	IBEW919J	\$51.36									
50052154	Utility Crew Foreman/Woman with hazmat	IBEW888X	\$62.78									
50052155	Utility Worker I	IBEW802G	\$36.11	\$37.76	\$39.41	\$41.05						

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2027 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2027 - Step 1	2027 - Step 2	2027 - Step 3	2027 - Step 4	2027 - Step 5	2027 - Step 6	2027 - Step 7	2027 - Step 8	2027 - Step 9	2027 - Step 10
50052156	Utility Worker I with class A	IBEW802L	\$37.26	\$38.91	\$40.56	\$42.20						
50052157	Utility Worker I with hazmat	IBEW802X	\$37.38	\$39.03	\$40.68	\$42.32						
50163854	Utility Worker II	IBEW814A	\$43.39									
50116120	Utility Worker III	IBEW816H	\$38.29	\$39.81	\$41.54	\$43.23	\$45.08					
50154631	Vegetation Management Specialist with class A	IBEW878H	\$60.46									
50150005	Vegetation Management Specialist With class A Closed Classification	IBEW901L	\$66.46									
50154627	Vegetation Work Planner	IBEW878G	\$59.31									
50052143	Vegetation Work Planner Closed Classification	IBEW901A	\$65.31									
50154628	Vegetation Work Planner with class A	IBEW878H	\$60.46									
50052144	Vegetation Work Planner with class A Closed Classification	IBEW901L	\$66.46									
50154630	Vegetation Work Planner with hazmat	IBEW878J	\$60.58									
50052145	Vegetation Work Planner with hazmat Closed Classification	IBEW901X	\$66.58									
50052158	Vehicle Attendant	IBEW816G	\$39.63	\$41.29	\$43.14	\$44.94	\$46.88					
50083257	Vehicle Attendant with class A	IBEW817B	\$40.78	\$42.44	\$44.29	\$46.09	\$48.03					
50052159	Vehicle Attendant with hazmat	IBEW817X	\$40.90	\$42.56	\$44.41	\$46.21	\$48.15					
50099030	Vehicle Maintenance Aide	IBEW790A	\$29.03	\$35.83								
50052164	Vehicle Maintenance Aide with class A	IBEW790L	\$30.18	\$36.98								
50052165	Vehicle Maintenance Aide with hazmat	IBEW790X	\$30.30	\$37.10								
50154169	Vehicle Mechanic	IBEW858A	\$59.36									
50154049	Vehicle Mechanic Apprentice with hazmat	IBEW851D	\$36.01	\$42.40	\$44.96	\$47.50	\$50.04	\$52.58	\$55.14	\$57.67		
50052161	Vehicle Mechanic Apprentice with hazmat Closed Classification	IBEW888X	\$39.86	\$42.40	\$44.96	\$47.50	\$50.04	\$52.58	\$55.14	\$57.67		
50052160	Vehicle Mechanic Closed Classification	IBEW874C	\$59.36									
50168478	Vehicle Mechanic Welder	IBEW851I	\$56.83									
50154213	Vehicle Mechanic Welder Apprentice with class A	IBEW851F	\$41.39	\$40.22	\$42.69	\$45.15	\$47.69	\$50.14	\$50.18	\$55.15		
50125306	Vehicle Mechanic Welder Apprentice with class A Closed Classification	IBEW888A	\$41.39	\$44.04	\$46.77	\$49.51	\$52.24	\$54.93	\$57.64	\$60.33		
50154214	Vehicle Mechanic Welder Apprentice with hazmat	IBEW851K	\$41.43	\$40.27	\$42.73	\$45.19	\$47.71	\$50.17	\$52.64	\$55.17		
50125304	Vehicle Mechanic Welder Apprentice with hazmat Closed Classification	IBEW888B	\$41.43	\$44.08	\$46.82	\$49.53	\$52.24	\$54.96	\$57.67	\$60.36		
50154218	Vehicle Mechanic Welder with class A	IBEW874A	\$63.43									
50052166	Vehicle Mechanic Welder with class A Closed Classification	IBEW888G	\$63.43									
50154219	Vehicle Mechanic Welder with hazmat	IBEW872H	\$63.55									
50052167	Vehicle Mechanic Welder with hazmat Closed Classification	IBEW888X	\$63.55									
50154225	Vehicle Mechanic with class A	IBEW858D	\$60.51									
50052162	Vehicle Mechanic with class A Closed Classification	IBEW878A	\$60.51									
50154240	Vehicle Mechanic with hazmat	IBEW858K	\$60.63									
50052163	Vehicle Mechanic with hazmat Closed Classification	IBEW878X	\$60.63									

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
50051564	Body/Fender Mechanic	IBEW884A	\$63.88									
50051586	Cable Locator	IBEW873G	\$57.23	\$58.44	\$60.10	\$61.63	\$62.79					
50051584	Cable Locator with class A	IBEW873M	\$58.38	\$59.59	\$61.25	\$62.78	\$63.94					
50051585	Cable Locator with Hazmat	IBEW873X	\$58.50	\$59.70	\$61.35	\$62.90	\$64.06					
50165732	Cable Splicer Construction Foreman/Woman	IBEW941I	\$106.13									
50167676	Cable Splicer Construction Foreman/Woman with class A	IBEW941F	\$107.28									
50051574	Cable Splicer/Electrician	IBEW923K	\$89.38									
50083188	Cable Splicer/Electrician Apprentice	IBEW909A	\$58.14	\$61.42	\$64.78	\$68.14	\$71.55	\$74.90	\$78.18	\$81.57	\$84.89	
50051575	Cable Splicer/Electrician Apprentice with class A	IBEW909B	\$59.29	\$62.57	\$65.93	\$69.29	\$72.70	\$76.05	\$79.33	\$82.72	\$86.04	
50051579	Cable Splicer/Electrician Apprentice with hazmat	IBEW909C	\$59.41	\$62.69	\$66.05	\$69.41	\$72.82	\$76.17	\$79.45	\$82.84	\$86.16	
50051844	Cable Splicer/Electrician Foreman/Woman	IBEW937D	\$96.27									
50051577	Cable Splicer/Electrician Foreman/Woman Light	IBEW942A	\$100.71									
50051578	Cable Splicer/Electrician Foreman/Woman Light with class A	IBEW942L	\$101.86									
50051576	Cable Splicer/Electrician with Class A	IBEW923L	\$90.53									
50051583	Calibration Technician	IBEW925A	\$75.89									
50051599	Civil Maintenance Foreman/Woman light	IBEW937G	\$80.09									
50051600	Civil Maintenance Foreman/Woman light with class A	IBEW937L	\$81.24									
50051601	Civil Maintenance Foreman/Woman light with hazmat	IBEW937X	\$81.36									
50051587	Combustible Turbine Foreman/Woman	IBEW945B	\$85.26									
50051588	Combustible Turbine Technician	IBEW917A	\$73.27									
50051610	Crafts Helper	IBEW828G	\$39.18	\$40.98	\$44.12	\$47.14	\$50.48					
50083191	Crafts Helper with class A	IBEW828L	\$40.33	\$42.13	\$45.27	\$48.29	\$51.63					
50051611	Crafts Helper with hazmat	IBEW828X	\$40.45	\$42.25	\$45.39	\$48.41	\$51.75					
50051617	Custodian Closed Classification	IBEW800G	\$36.92	\$38.56	\$40.33	\$42.20						
50051628	Distribution System Operator I	IBEW928J	\$88.77	\$91.00	\$93.35	\$95.79	\$98.22	\$100.72	\$103.24	\$106.01	\$108.68	
50051629	Distribution System Operator II	IBEW932D	\$114.14									
50051653	Electrical Technician	IBEW937E	\$95.53									
50089229	Electrical Technician Apprentice	IBEW928B	\$62.01	\$65.71	\$69.25	\$72.83	\$76.44	\$80.06	\$83.57	\$87.18	\$90.74	
50051654	Electrical Technician Apprentice with hazmat	IBEW928C	\$63.28	\$66.98	\$70.52	\$74.10	\$77.71	\$81.33	\$84.84	\$88.67	\$92.01	
50092679	Electrical Technician Foreman/Woman Light	IBEW970A	\$109.30									
50099277	Electrical Technician Foreman/Woman Light On Call	IBEW970O	\$111.41									
50092739	Electrical Technician Foreman/Woman With class A	IBEW970M	\$110.51									
50092740	Electrical Technician Foreman/Woman With hazmat	IBEW970N	\$110.63									
50091431	Electrical Technician Subforeman/Woman	IBEW937F	\$102.92									
50120394	Electrical Test & Repair Specialist	IBEW939A	\$96.60									
50051647	Electrician	IBEW916A	\$72.74									
50051648	Electrician Apprentice	IBEW880A	\$47.28	\$50.44	\$53.49	\$56.62	\$59.75	\$62.87	\$65.93	\$69.08		
50051649	Electrician Apprentice with class A	IBEW880L	\$48.43	\$51.59	\$54.64	\$57.77	\$60.90	\$64.02	\$67.08	\$70.23		
50051650	Electrician Apprentice with hazmat	IBEW880X	\$48.55	\$51.71	\$54.76	\$57.89	\$61.02	\$64.14	\$67.20	\$70.35		
50099538	Electrician Foreman/Woman Light	IBEW941M	\$83.26									
50099539	Electrician Foreman/Woman Light With class A	IBEW941L	\$84.41									
50099540	Electrician Foreman/Woman Light With hazmat	IBEW941X	\$84.53									
50051651	Electrician with class A	IBEW916L	\$73.89									
50133656	Electrician with hazmat	IBEW916X	\$74.01									
50051659	Equipment Operator	IBEW858L	\$56.99									
50051660	Equipment Operator with class A	IBEW864A	\$58.14									
50051661	Equipment Operator with hazmat	IBEW864X	\$58.26									
50099209	Facilities Custodian	IBEW792A	\$28.77	\$30.93	\$33.42	\$35.97						

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
50051842	Facilities Electrical Foreman/Woman Light with class A	IBEW941L	\$84.41									
50117605	Facilities Electrician Foreman/Woman Light	IBEW941M	\$83.26									
50159122	Facilities Stationary Engineer Apprentice	IBEW851J	\$38.67	\$40.92	\$43.12	\$45.36	\$47.58	\$49.81	\$52.05	\$54.26	\$56.54	
50159123	Facilities Stationary Engineer Apprentice Closed Classification	IBEW879F	\$45.50	\$48.14	\$50.74	\$53.40	\$56.00	\$58.64	\$61.27	\$63.87	\$66.52	
50159124	Facilities Stationary Engineer Foreman/Woman Light	IBEW937G	\$80.09									
50159225	Facilities Stationary Engineer I	IBEW872G	\$59.50									
50159226	Facilities Stationary Engineer II	IBEW908A	\$70.02									
50052152	Facilities Utility Crew Foreman/Woman	IBEW919M	\$53.23									
50168952	Facilities Utility Crew Foreman/Woman Closed Classification	IBEW863M	\$61.99									
50168954	Facilities Utility Crew Foreman/Woman with hazmat	IBEW919N	\$54.50									
50168953	Facilities Utility Crew Foreman/Woman with hazmat Closed Classification	IBEW863N	\$63.26									
50093182	Fault Locator	IBEW941H	\$84.77									
50093183	Fault Locator with class A	IBEW941J	\$85.92									
50101800	Field Support Technician with class A	IBEW888C	\$60.34	\$61.86	\$63.43	\$64.98						
50154335	Gardener	IBEW877J	\$43.73	\$44.84	\$45.77							
50051700	Gardener Closed Classification	IBEW848G	\$51.16	\$52.44	\$53.49							
50154336	Gardener with class A	IBEW877K	\$44.88	\$45.99	\$46.92							
50051701	Gardener with class A Closed Classification	IBEW848L	\$52.31	\$53.59	\$54.64							
50154337	Gardener with hazmat	IBEW877L	\$45.00	\$46.11	\$47.04							
50051702	Gardener with hazmat Closed Classification	IBEW848X	\$52.43	\$53.71	\$54.76							
50097100	Gas Control Technician	IBEW924A	\$79.38									
50124993	Gas Control Technician Apprentice	IBEW912E	\$51.75	\$55.16	\$58.58	\$61.98	\$65.42	\$68.78	\$72.21	\$75.61		
50113689	Gas Control Technician with class A	IBEW924L	\$80.53									
50051690	Gas Pipeline Fieldperson	IBEW873G	\$56.28	\$57.46	\$59.09	\$60.60	\$61.74					
50052175	Hazard Waste Foreman/Woman Light	IBEW912G	\$74.09									
50052176	Hazard Waste Foreman/Woman Light with class A	IBEW915B	\$75.22									
50055201	Hazard Waste Technician	IBEW874H	\$38.11	\$39.81	\$53.50	\$54.23	\$56.00	\$57.81	\$59.91	\$62.86		
50119981	Hazard Waste Technician On Call	IBEW886A	\$66.08									
50083169	Hazard Waste Technician with class A	IBEW878A	\$64.00									
50052177	Hazardous Waste Foreman/Woman Light with hazmat	IBEW915X	\$75.36									
50052178	Hazardous Waste Technician with hazmat	IBEW878X	\$64.13									
50154338	Head Gardener	IBEW919D	\$49.28									
50051703	Head Gardener Closed Classification	IBEW883A	\$57.64									
50154339	Head Gardener with class A	IBEW919F	\$50.43									
50051704	Head Gardener with class A Closed Classification	IBEW883L	\$58.79									
50154340	Head Gardener with hazmat	IBEW919G	\$50.55									
50051705	Head Gardener with hazmat Closed Classification	IBEW883X	\$58.91									
50083171	Heavy Duty Equipment Operator	IBEW893F	\$68.40									
50051706	Heavy Duty Equipment Operator Apprentice	IBEW877A	\$44.45	\$47.35	\$50.32	\$53.24	\$56.14	\$59.09	\$62.00	\$64.94		
50092744	Heavy Duty Equipment Operator Foreman/Woman Light	IBEW922L	\$78.21									
50092748	Heavy Duty Equipment Operator Foreman/Woman Light On Call	IBEW937G	\$82.08									
50092746	Heavy Duty Equipment Operator Foreman/Woman Light with class A	IBEW923A	\$79.36									
50092747	Heavy Duty Equipment Operator Foreman/Woman Light with hazmat	IBEW923B	\$79.48									
50051707	Heavy Duty Equipment Operator with class A	IBEW898E	\$69.55									
50051708	Heavy Duty Equipment Operator with class hazmat	IBEW898X	\$69.67									
51000003	High Voltage Electrician	IBEW921H	\$82.82									
51000000	High Voltage Electrician Apprentice	IBEW918A	\$53.83	\$57.41	\$60.91	\$64.46	\$68.04	\$71.59	\$75.06	\$78.66		
51000001	High Voltage Electrician Apprentice with Class A	IBEW918B	\$54.98	\$58.56	\$62.06	\$65.61	\$69.19	\$72.74	\$76.21	\$79.81		

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
51000002	High Voltage Electrician Apprentice with Hazmat	IBEW918C	\$55.10	\$58.68	\$62.18	\$65.73	\$69.31	\$72.86	\$76.33	\$79.93		
51000004	High Voltage Electrician with Class A	IBEW925D	\$83.97									
51000005	High Voltage Electrician with Hazmat	IBEW925E	\$84.09									
51000001	High Voltage Test Apprentice	IBEW918A	\$48.92	\$52.19	\$55.36	\$58.59	\$61.85	\$65.08	\$68.23	\$71.50		
50099375	High Voltage Test Technician	IBEW921E	\$74.80									
50051712	Hydro Electrician Foreman/Woman Light	IBEW940A	\$94.79									
50099279	Hydro Electrician Foreman/Woman Light On Call	IBEW941C	\$96.17									
50051713	Hydro Electrician Foreman/Woman Light with class A	IBEW940B	\$95.94									
50051714	Hydro Electrician Foreman/Woman Light with hazmat	IBEW940C	\$96.06									
50099894	Hydro Electrician Operator Foreman/Woman Light	IBEW945B	\$93.80									
50051735	Hydro Field Technician	IBEW915A	\$70.06									
50098810	Hydro Field Technician Foreman/Woman Light	IBEW939B	\$82.82									
50098811	Hydro Field Technician Foreman/Woman Light with class A	IBEW939F	\$83.97									
50098809	Hydro Field Technician Foreman/Woman Light with hazmat	IBEW939H	\$84.09									
50051736	Hydro Field Technician with class A	IBEW915F	\$71.21									
50051737	Hydro Field Technician with hazmat	IBEW915H	\$71.33									
50051720	Hydro Mechanic Foreman/Woman Light	IBEW937G	\$85.48									
50099281	Hydro Mechanic Foreman/Woman Light On Call	IBEW939A	\$90.54									
50051721	Hydro Mechanic Foreman/Woman Light with class A	IBEW937L	\$86.63									
50051722	Hydro Mechanic Foreman/Woman Light with hazmat	IBEW937X	\$86.75									
50154344	Hydro Operator	IBEW917C	\$83.63									
50154345	Hydro Operator Apprentice	IBEW820B	\$54.38	\$57.96	\$61.52	\$65.11	\$68.72	\$72.27	\$75.86	\$80.64		
50083173	Hydro Operator Apprentice Closed Classification	IBEW919A	\$54.38	\$57.96	\$61.52	\$65.11	\$68.72	\$72.27	\$75.86	\$80.64		
50154346	Hydro Operator Apprentice with class A	IBEW820C	\$59.16	\$59.16	\$62.67	\$66.26	\$69.87	\$73.42	\$77.01	\$80.58		
50094281	Hydro Operator Apprentice with class A Closed Classification	IBEW919B	\$59.16	\$59.11	\$62.67	\$66.26	\$69.87	\$73.42	\$77.01	\$80.58		
50154347	Hydro Operator Apprentice with hazmat	IBEW919H	\$55.65	\$59.23	\$62.79	\$66.38	\$69.99	\$73.54	\$77.13	\$80.70		
50051724	Hydro Operator Apprentice with hazmat Closed Classification	IBEW919C	\$55.65	\$59.23	\$62.79	\$66.38	\$69.99	\$73.54	\$77.13	\$80.70		
50051723	Hydro Operator Closed Classification	IBEW927F	\$83.63									
50154348	Hydro Operator Foreman/Woman	IBEW941A	\$99.99									
50114980	Hydro Operator Foreman/Woman Closed Classification	IBEW970B	\$99.99									
50154349	Hydro Operator Foreman/Woman with class A	IBEW941G	\$101.14									
50114911	Hydro Operator Foreman/Woman with class A Closed Classification	IBEW970L	\$101.14									
50051725	Hydro Operator with class A	IBEW928A	\$84.78									
50051727	Hydro Overhaul Foreman/Woman	IBEW945B	\$93.80									
50180050	Hydro Stationary Engineer Apprentice	IBEW851J	\$38.67	\$40.92	\$43.12	\$45.36	\$47.58	\$49.81	\$52.05	\$54.26	\$56.54	
50180051	Hydro Stationary Engineer I	IBEW872G	\$59.50									
50180052	Hydro Stationary Engineer II	IBEW908A	\$70.02									
50184138	Hydro Stationary Engineer II with Class C-Hazmat	IBEW908K	\$70.70									
50180026	Hydro Stationary Engineer II with hazmat	IBEW908X	\$71.29									
50180200	Hydro Stationary Engineer Subforeman/Woman	IBEW922I	\$75.38									
50180053	Hydro Stationary Engineer Subforeman/Woman Light	IBEW937G	\$80.09									
50051743	Instructor	IBEW938A	\$82.57									
50182418	Lead Distribution System Operator	IBEW984D	\$119.86									
51000002	Lead Telecomm Technician	IBEW933A	\$89.88									
50051780	Lead Tool Repairer	IBEW922I	\$75.38									
50185758	Lead Utility Compliance Specialist	IBEW828K	\$57.82									
50154184	Lead Vehicle Mechanic	IBEW888D	\$64.09									
50051781	Lead Vehicle Mechanic Closed Classification	IBEW904B	\$69.87									

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50154185	Lead Vehicle Mechanic with class A	IBEW888F	\$65.24									
50051782	Lead Vehicle Mechanic with class A Closed Classification	IBEW909D	\$71.02									
50154186	Lead Vehicle Mechanic with hazmat	IBEW888H	\$65.36									
50051783	Lead Vehicle Mechanic with hazmat Closed Classification	IBEW909X	\$71.14									
50164311	Lead Vehicle Mechanic with hazmat Fresh Pond	IBEW904A	\$69.70									
50164525	Lead Vehicle Mechanic with hazmat Fresh Pond Closed Classification	IBEW922A	\$76.04									
50083472	Line Construction Foreman/Woman	IBEW976D	\$117.23									
50083473	Line Construction Foreman/Woman with class A	IBEW976C	\$118.38									
50083474	Line Construction Foreman/Woman with hazmat	IBEW976X	\$118.50									
50154187	Line Equipment Operator Assistant with class A	IBEW795A	\$33.74	\$41.86	\$44.99	\$48.00	\$51.25					
50128409	Line Equipment Operator Assistant with class A Closed Classification	IBEW830L	\$40.08	\$41.86	\$44.99	\$48.00	\$51.25					
50154188	Line Equipment Operator with class A	IBEW862D	\$69.55									
50106535	Line Equipment Operator with class A Closed Classification	IBEW898B	\$69.55									
50169850	Line Equipment Operator with Crane and class A	IBEW862G	\$70.55									
50169884	Line Equipment Operator with Crane and class A Closed Classification	IBEW898D	\$70.55									
50169852	Line Equipment Operator with Crane and hazmat	IBEW862F	\$70.67									
50154140	Line Equipment Operator with hazmat	IBEW862E	\$69.67									
50108451	Line Equipment Operator with hazmat Closed Classification	IBEW862H	\$69.67									
50051767	Line Foreman/Woman Light	IBEW966R	\$110.13									
50051768	Line Foreman/Woman Light with class A	IBEW966C	\$111.28									
50142318	Line Inspector I	IBEW933A	\$96.94									
50156652	Line Inspector I with class A	IBEW933C	\$98.08									
50108831	Line Inspector II	IBEW941R	\$103.52									
50114932	Line Inspector II with class A	IBEW941D	\$104.67									
50051770	Line Sub Foreman/Woman	IBEW941R	\$103.52									
50051771	Line Sub Foreman/Woman with class A	IBEW941D	\$104.67									
50083463	Lineman/Woman	IBEW933A	\$96.94									
50083460	Lineman/Woman Apprentice	IBEW922R	\$63.03	\$67.17	\$71.32	\$75.49	\$79.59	\$83.77	\$87.94	\$92.10		
50083461	Lineman/Woman Apprentice with class A	IBEW922C	\$64.18	\$68.32	\$72.47	\$76.64	\$80.74	\$84.92	\$89.09	\$93.25		
50083462	Lineman/Woman Apprentice with hazmat	IBEW922Z	\$64.30	\$68.44	\$72.59	\$76.76	\$80.86	\$85.04	\$89.21	\$93.37		
50083464	Lineman/Woman with class A	IBEW933C	\$98.08									
50083465	Lineman/Woman with hazmat	IBEW933X	\$98.20									
50136767	Lineman/Woman with helicopter	IBEW933Y	\$101.78									
50154416	Maintenance Carpenter	IBEW865A	\$70.02									
50154417	Maintenance Carpenter Apprentice	IBEW851E	\$45.50									
50083233	Maintenance Carpenter Apprentice Closed Classification	IBEW879F	\$45.50									
50051805	Maintenance Carpenter Closed Classification	IBEW908A	\$70.02									
50154459	Maintenance Carpenter Foreman/Woman Light	IBEW901K	\$80.09									
50115406	Maintenance Carpenter Foreman/Woman Light Closed Classification	IBEW937G	\$80.09									
50154460	Maintenance Carpenter Subforeman/Woman	IBEW887D	\$75.38									
50051808	Maintenance Carpenter Subforeman/Woman Closed Classification	IBEW922I	\$75.38									
50159375	Maintenance Carpenter with class A	IBEW872D	\$71.17									
50116262	Maintenance Carpenter with class A Closed Classification	IBEW908L	\$71.17									
50154399	Material Specialist I	IBEW793F	\$31.30	\$36.08	\$40.91	\$45.72						
50099003	Material Specialist I Closed Classification	IBEW851N	\$37.39	\$43.12	\$48.85	\$54.61						
50154525	Material Specialist I with class A	IBEW793A	\$32.45	\$37.23	\$42.06	\$46.87						
50099004	Material Specialist I with class A Closed Classification	IBEW851C	\$38.54	\$44.27	\$50.00	\$55.76						
50154527	Material Specialist I with Crane and class A	IBEW793D	\$33.45	\$38.23	\$43.06	\$47.87						

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
50099007	Material Specialist I with Crane and class A Closed Classification	IBEW851A	\$39.54	\$45.27	\$51.00	\$56.76						
50154528	Material Specialist I with crane and hazmat	IBEW793E	\$33.57	\$38.35	\$43.18	\$47.99						
50099008	Material Specialist I with crane and hazmat Closed Classification	IBEW851B	\$39.66	\$45.39	\$51.12	\$56.88						
50154529	Material Specialist I with hazmat	IBEW793B	\$32.57	\$37.35	\$42.18	\$46.99						
50099005	Material Specialist I with hazmat Closed Classification	IBEW851H	\$38.66	\$44.39	\$50.12	\$55.88						
50154530	Material Specialist II	IBEW912D	\$49.06									
50154478	Material Specialist II with class A	IBEW912F	\$50.21									
50051787	Material Specialist II Closed Classification	IBEW862I	\$58.62									
50051788	Material Specialist II with class A Closed Classification	IBEW862C	\$59.77									
50154480	Material Specialist II with Crane and class A	IBEW912P	\$51.21									
50099011	Material Specialist II with Crane and class A Closed Classification	IBEW862A	\$60.77									
50154481	Material Specialist II with crane and hazmat	IBEW912R	\$51.33									
50099012	Material Specialist II with crane and hazmat Closed Classification	IBEW862B	\$60.89									
50154482	Material Specialist II with hazmat	IBEW912H	\$50.33									
50083234	Material Specialist II with hazmat Closed Classification	IBEW862X	\$59.89									
50154483	Material Specialist III	IBEW928D	\$62.78									
50052074	Material Specialist III Closed Classification	IBEW878L	\$62.78									
50154484	Material Specialist III with class A	IBEW928G	\$63.93									
50052075	Material Specialist III with class A Closed Classification	IBEW879A	\$63.93									
50154486	Material Specialist III with Crane and class A	IBEW928L	\$64.93									
50099013	Material Specialist III with Crane and class A Closed Classification	IBEW879D	\$64.93									
50154487	Material Specialist III with crane and hazmat	IBEW928M	\$65.05									
50099014	Material Specialist III with crane and hazmat Closed Classification	IBEW898A	\$65.05									
50154488	Material Specialist III with hazmat	IBEW928H	\$64.05									
50052078	Material Specialist III with hazmat Closed Classification	IBEW879B	\$64.05									
50154489	Material Specialist IV	IBEW858B	\$66.72									
50052170	Material Specialist IV Closed Classification	IBEW898F	\$66.72									
50154490	Material Specialist IV with class A	IBEW858H	\$67.87									
50052171	Material Specialist IV with class A Closed Classification	IBEW898C	\$67.87									
50154570	Material Specialist IV with Crane and class A	IBEW858N	\$68.87									
50099009	Material Specialist IV with crane and class A Closed Classification	IBEW893A	\$68.87									
50154571	Material Specialist IV with crane and hazmat	IBEW858P	\$68.99									
50099010	Material Specialist IV with crane and hazmat Closed Classification	IBEW893E	\$68.99									
50154572	Material Specialist IV with hazmat	IBEW858J	\$67.99									
50052172	Material Specialist IV with hazmat Closed Classification	IBEW898X	\$67.99									
50154141	Mechanic	IBEW865B	\$58.49									
50051791	Mechanic Closed Classification	IBEW884A	\$63.88									
50154142	Mechanic with Class A	IBEW866C	\$59.64									
50051792	Mechanic with class A Closed Classification	IBEW888G	\$65.03									
50154143	Mechanic with hazmat	IBEW866D	\$59.76									
50051793	Mechanic with hazmat Closed Classification	IBEW888X	\$65.15									
50154185	Mechanical Foreman/Woman Light	IBEW921G	\$73.36									
50099904	Mechanical Foreman/Woman Light Closed Classification	IBEW937G	\$80.09									
50051796	Meter Technician	IBEW925A	\$81.97									
50051797	Meter Technician Apprentice	IBEW912E	\$53.27	\$56.79	\$60.31	\$63.81	\$67.35	\$70.82	\$74.34	\$77.84		
61000007	Network Assistant	IBEW802G	\$37.50	\$39.21	\$40.93	\$42.63						
61000005	Network Assistant W/CL A	IBEW802L	\$38.78	\$40.50	\$42.22	\$43.92						
50051839	Network Cable Foreman/Woman Light	IBEW941M	\$95.75									

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
50051841	Network Electrician Foreman/Woman Light	IBEW941M	\$95.75									
50051843	Network Electrician Foreman/Woman Light with hazmat	IBEW941X	\$97.02									
50051860	Plant Mechanic	IBEW908A	\$74.74									
50083241	Plant Mechanic Apprentice	IBEW879E	\$48.57	\$51.78	\$55.00	\$58.20	\$61.38	\$64.59	\$67.79	\$71.01		
50083242	Plant Mechanic Apprentice with class A	IBEW879H	\$49.72	\$52.98	\$56.20	\$59.40	\$62.57	\$65.78	\$68.99	\$72.21		
50051861	Plant Mechanic Apprentice with hazmat	IBEW874X	\$49.84	\$53.11	\$56.32	\$59.51	\$62.73	\$65.91	\$69.11	\$72.33		
50100942	Plant Mechanic Welder	IBEW920A	\$79.43									
50051862	Plant Mechanic with class A	IBEW908L	\$75.89									
50083240	Plant Mechanic with hazmat	IBEW908X	\$76.01									
50154574	Power System Operator Apprentice	IBEW980A	\$79.42	\$84.00	\$88.58	\$93.16	\$97.74	\$102.32	\$106.91	\$111.49	\$116.07	
50154600	Power System Operator Journey	IBEW986A	\$122.18									
50051888	Pre-Apprentice Lineman/Woman	IBEW830A	\$42.82	\$44.79	\$48.23	\$51.54	\$55.12					
50051889	Pre-Apprentice Lineman/Woman with class A	IBEW830L	\$43.97	\$45.94	\$49.38	\$52.69	\$56.27					
50051890	Pre-Apprentice Lineman/Woman with hazmat	IBEW830X	\$44.09	\$46.06	\$49.50	\$52.81	\$56.39					
50154604	Revenue Protection Representative (IBEW)	IBEW873N	\$54.50	\$63.30	\$65.54	\$68.63						
50051920	Revenue Protection Representative (IBEW) Closed Classification	IBEW903A	\$61.34	\$63.30	\$65.54	\$68.63						
50120609	Senior Cable Locator	IBEW888L	\$67.75									
50122828	Senior Cable Locator with class A	IBEW888N	\$68.90									
50052037	Senior Calibration Technician	IBEW937A	\$81.15									
50052040	Senior Custodian	IBEW814A	\$45.06									
50159884	Senior Distribution System Operator	IBEW986D	\$125.83									
50137575	Senior Electrical Technician	IBEW960B	\$105.60									
50164310	Senior High Voltage Test Technician	IBEW941M	\$83.26									
50154400	Senior Hydro Operator	IBEW931A	\$90.34									
50118747	Senior Hydro Operator Closed Classification	IBEW941B	\$90.34									
50122845	Senior Line Inspector	IBEW965R	\$110.13									
50052079	Senior Meter Technician	IBEW937A	\$87.64									
50085328	Senior Park Maintenance Worker	IBEW814A	\$45.06									
50154603	Senior Power System Operator	IBEW990A	\$119.95									
50052107	Senior Telecommunications Technician	IBEW939B	\$84.48									
50154498	Senior Telephone Technician	IBEW922G	\$74.33									
50100561	Senior Telephone Technician Closed Classification	IBEW939B	\$82.82									
50052109	Senior Tool Repairer	IBEW901A	\$67.82									
50052114	Senior Troubleshooter	IBEW976D	\$117.23									
50154166	Senior Vehicle Mechanic	IBEW874B	\$65.59									
50083253	Senior Vehicle Mechanic Closed Classification	IBEW887A	\$65.59									
50154167	Senior Vehicle Mechanic with class A	IBEW874D	\$66.74									
50052115	Senior Vehicle Mechanic with class A Closed Classification	IBEW887L	\$66.74									
50154168	Senior Vehicle Mechanic with hazmat	IBEW874E	\$66.86									
50052116	Senior Vehicle Mechanic with hazmat Closed Classification	IBEW887X	\$66.86									
50167601	Shift Power System Operator Apprentice	IBEW980B	\$79.40	\$83.48	\$87.55	\$91.63	\$95.71	\$99.78	\$103.85	\$107.92	\$111.99	\$116.07
50167601	Shift Power System Operator Apprentice	IBEW980B	\$79.40	\$83.48	\$87.55	\$91.63	\$95.71	\$99.78	\$103.85	\$107.92	\$111.99	\$116.07
50167434	Shift Power System Operator Journey	IBEW986B	\$122.18									
50167434	Shift Power System Operator Journey	IBEW986B	\$122.18									
50154602	Shift Senior Power System Operator	IBEW990B	\$128.35									
50154602	Shift Senior Power System Operator	IBEW990B	\$128.35									
50151393	Station Recorder Closed Classification	IBEW872I	\$59.97									
50052118	Station Recorder Closed Classification 1//	IBEW861C	\$38.38	\$40.14	\$51.72	\$53.93	\$57.29					

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
50091428	Substation Construction Foreman/Woman	IBEW945A	\$99.51									
50091429	Substation Construction Foreman/Woman with class A 1//	IBEW942E	\$100.66									
50091430	Substation Construction Foreman/Woman with hazmat	IBEW945X	\$100.78									
81000006	Substation Electrical Inspector	IBEW940A	\$94.79									
50051929	Substation Foreman/Woman,Light	IBEW940A	\$94.79									
50051930	Substation Foreman/Woman,Light with class A	IBEW940B	\$95.94									
50051931	Substation Foreman/Woman,Light with hazmat	IBEW940C	\$96.06									
50185789	Substation Maintenance Worker I	IBEW881A	\$47.01	\$49.37								
50125721	Substation Maintenance Worker II	IBEW881B	\$51.82	\$54.42	\$57.12	\$59.97						
50051932	Substation Sub Foreman/Woman	IBEW938D	\$89.21									
50051933	Substation Sub Foreman/Woman with class A	IBEW938E	\$90.36									
50051934	Substation Sub Foreman/Woman with hazmat	IBEW938F	\$90.48									
50154313	Telecommunications Technician Apprentice	IBEW845A	\$46.45	\$50.75	\$55.03	\$59.32	\$63.61	\$67.89				
50083255	Telecommunications Technician Apprentice Closed Classification	IBEW921A	\$51.77	\$56.55	\$61.36	\$66.07	\$70.86	\$75.66				
50052125	Telecommunications Technician Closed Classification	IBEW928I	\$79.62									
50154499	Telecommunications Technician I	IBEW915A	\$71.46									
50181055	Telecommunications Technician II	IBEW928I	\$79.62									
50154825	Telephone Technician	IBEW915A	\$70.06									
50154826	Telephone Technician Apprentice	IBEW845A	\$45.54	\$49.76	\$53.95	\$58.16	\$62.36	\$66.56				
50100582	Telephone Technician Apprentice Closed Classification	IBEW921A	\$50.75	\$55.44	\$60.15	\$64.77	\$69.47	\$74.17				
50100580	Telephone Technician Closed Classification	IBEW928I	\$78.06									
50052131	Tool Repairer	IBEW874G	\$54.24	\$55.99	\$58.02	\$60.88						
50052132	Tool Repairer with class A	IBEW874M	\$55.39	\$57.14	\$59.17	\$62.03						
50052133	Tool Repairer with hazmat	IBEW874Z	\$55.51	\$57.26	\$59.29	\$62.15						
50088933	Tool Room Foreman/Woman	IBEW938A	\$79.90									
50052134	Troubleshooter	IBEW941R	\$103.52									
50093281	Troubleshooter with class A	IBEW941D	\$104.67									
50151422	Utility Assistant	IBEW785A	\$22.97	\$26.27								
50083807	Utility Compliance Specialist	IBEW828G	\$39.38	\$41.17	\$44.33	\$47.37	\$50.72					
50151322	Utility Compliance Specialist 1//	IBEW872L	\$64.47									
50151392	Utility Compliance Specialist Closed Classification	IBEW872I	\$62.97									
50188507	Utility Compliance Specialist II	IBEW919J	\$53.34									
50052154	Utility Crew Foreman/Woman with hazmat	IBEW888X	\$65.15									
50052155	Utility Worker I	IBEW802G	\$37.50	\$39.21	\$40.93	\$42.63						
50052156	Utility Worker I with class A	IBEW802L	\$38.65	\$40.36	\$42.08	\$43.78						
50052157	Utility Worker I with hazmat	IBEW802X	\$38.77	\$40.48	\$42.20	\$43.90						
50183854	Utility Worker II	IBEW814A	\$45.06									
50118120	Utility Worker III	IBEW818H	\$39.76	\$41.34	\$43.14	\$44.90	\$46.82					
50154831	Vegetation Management Specialist with class A	IBEW878H	\$62.74									
50150005	Vegetation Management Specialist With class A Closed Classification	IBEW901L	\$68.97									
50154827	Vegetation Work Planner	IBEW878G	\$61.59									
50052143	Vegetation Work Planner Closed Classification	IBEW901A	\$67.82									
50154828	Vegetation Work Planner with class A	IBEW878H	\$62.74									
50052144	Vegetation Work Planner with class A Closed Classification	IBEW901L	\$68.97									
50154830	Vegetation Work Planner with hazmat	IBEW878J	\$62.86									
50052145	Vegetation Work Planner with hazmat Closed Classification	IBEW901X	\$69.09									
50052158	Vehicle Attendant	IBEW818G	\$41.16	\$42.88	\$44.80	\$46.67	\$48.68					
50083257	Vehicle Attendant with class A	IBEW817B	\$42.31	\$44.03	\$45.95	\$47.82	\$49.83					

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2028 IBEW WAGE SCHEDULE

Job ID	Classification	Group	2028 - Step 1	2028 - Step 2	2028 - Step 3	2028 - Step 4	2028 - Step 5	2028 - Step 6	2028 - Step 7	2028 - Step 8	2028 - Step 9	2028 - Step 10
50052159	Vehicle Attendant with hazmat	IBEW817X	\$42.43	\$44.15	\$46.07	\$47.94	\$49.95					
50099030	Vehicle Maintenance Aide	IBEW790A	\$30.15	\$37.21								
50052164	Vehicle Maintenance Aide with class A	IBEW790L	\$31.30	\$38.36								
50052165	Vehicle Maintenance Aide with hazmat	IBEW790X	\$31.42	\$38.48								
50154169	Vehicle Mechanic	IBEW858A	\$61.65									
50154049	Vehicle Mechanic Apprentice with hazmat	IBEW851D	\$37.35	\$43.98	\$46.64	\$49.28	\$51.92	\$54.55	\$57.21	\$59.85		
50052161	Vehicle Mechanic Apprentice with hazmat Closed Classification	IBEW868X	\$41.35	\$43.98	\$46.64	\$49.28	\$51.92	\$54.55	\$57.21	\$59.85		
50052160	Vehicle Mechanic Closed Classification	IBEW874C	\$61.65									
50168478	Vehicle Mechanic Welder	IBEW851I	\$59.02									
50154213	Vehicle Mechanic Welder Apprentice with class A	IBEW851F	\$42.94	\$41.73	\$44.29	\$46.85	\$49.48	\$52.03	\$52.07	\$57.23		
50125306	Vehicle Mechanic Welder Apprentice with class A Closed Classification	IBEW888A	\$42.94	\$45.69	\$48.53	\$51.37	\$54.21	\$57.00	\$59.82	\$62.61		
50154214	Vehicle Mechanic Welder Apprentice with hazmat	IBEW851K	\$42.98	\$41.77	\$44.32	\$46.88	\$49.50	\$52.06	\$54.62	\$57.25		
50125304	Vehicle Mechanic Welder Apprentice with hazmat Closed Classification	IBEW888B	\$42.98	\$45.73	\$48.57	\$51.39	\$54.20	\$57.03	\$59.85	\$62.64		
50154218	Vehicle Mechanic Welder with class A	IBEW874A	\$65.83									
50052166	Vehicle Mechanic Welder with class A Closed Classification	IBEW888G	\$65.83									
50154219	Vehicle Mechanic Welder with hazmat	IBEW872H	\$65.95									
50052167	Vehicle Mechanic Welder with hazmat Closed Classification	IBEW888X	\$65.95									
50154225	Vehicle Mechanic with class A	IBEW858D	\$62.80									
50052162	Vehicle Mechanic with class A Closed Classification	IBEW878A	\$62.80									
50154240	Vehicle Mechanic with hazmat	IBEW858K	\$62.92									
50052163	Vehicle Mechanic with hazmat Closed Classification	IBEW878X	\$62.92									

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APPENDIX B

CLASSIFICATION REQUIRING COMMERCIAL LICENSES

(Class A and B)

Cable Splicer/Electrician
Cable Splicer/Electrician Frmn/Wn,
Light Crane Operator
Electrician, Substation
Electrician, Substation Apprentice
Electrician, Substation Frmn/Wn, Light
Equipment Operator
Garage Attendant 1
Hazardous Waste Foreman/woman, Light
Hazardous Waste Technician
Heavy Duty Equipment Operator
Hydrography Field Technician
Line Equipment Operator
Lineman/woman
Lineman/woman, Apprentice
Lineman/woman Frmn/wm, Light
Mechanic
Parts Clerk Service Writer
Vehicle Mechanic,
Lead Vehicle Mechanic,
Senior Vehicle Attendant
Vehicle Maintenance Aide
Vehicle Mechanic
Vehicle Mechanic Welder

Employees in apprentice positions for these classifications will also be required to possess the Commercial driver's license of the appropriate level.

Base wage rates for the above-listed classifications will be adjusted to include the appropriate Commercial driver's license premium as defined in Article 4, Section 3(B).

All employees in apprentice positions leading to status as a journey level employee in a classification that may require a Commercial driver's license must obtain and maintain a valid Commercial license throughout the period of their apprenticeship.

APPENDIX C

WORK AREA THRESHOLD LEVELS

General Services

<u>Grounds Maintenance</u>	<u>Required #</u>
Gardener / Utility Worker	3

Fresh Pond

	Commercial Total #
Building Maint Mech	1
Electricians	1
Heavy Duty Equip. Operator	3
Heavy Duty Equip. Op, Foreman	1
Hydro Field Tech	1
Hydro Field Tech Foreman	1
Hydro Op, Foreman	1

Grid Assets

The number of Class A license holders within Grid Assets will be determined by the number of vehicles directly assigned to each workgroup plus 25% of the pool vehicles used by the workgroup. The number of drivers required will not exceed 150% of the workgroup's vehicles by classification series. All apprentices are required to acquire and maintain a Class A license throughout their apprenticeship, and they will be included in the 150% requirement. The 150% does not include any positions that require a Class A license as part of the job classification or positions that are excluded by the work they perform.

Example:

Work Area	Assigned Class A Vehicles	Pool Class A Vehicles (# x .25)	Total	Total Drivers (150% of Total)
Line	35	15(4)	39	59
Electrical	9	8(2)	11	17
Network	3	7(2)	5	8
Total	56	32 (9)	65	99

APPENDIX D

SUPPLEMENTAL LETTERS OF AGREEMENT

The parties agree that all current side letters be printed in their entirety and shall be included in Appendix D of the MOU. (Revised 1/1/2022)

This list is the all-inclusive sum of recognized side letters of agreement up to the starting date of the current MOU.

- Letter Agreement regarding Change of Titles for Lineworker Series (LR 01-91 dated December 18, 2001)
- Letter Agreement – Operational Boundaries For PSO/DSO (LR 02-047 dated March 22, 2002)
- Letter Agreement – Certify Meter Tech Apprentices to R/I 240 Volt and Below Meters (LR 03-203 dated October 29, 2003)
- Letter Agreement - Critical Classifications (LR 05-076 dated June 28, 2006)
- Letter Agreement - Administration of Sub-Station Electricians Overtime list (LR 07-040 dated July 26, 2007)
- Letter Agreement - Energy Supply Personnel 4/10 work Schedule (LR 10-007 dated January 29, 2010)
- Letter Agreement - Understanding of Meeting of January 13, 2011 (LR 11-004 dated January 18, 2011)
- Letter Agreement - Assignment of Overtime for Gardeners, Utility Workers, and Custodians (LR 11-006 dated March 24, 2011)
- Letter Agreement - Assignment of Overtime for Facilities Electricians (LR 11-007 dated February 4, 2011)
- Letter Agreement – Reduce Custodian Staffing Level (LR 12-019 dated March 23, 2012)
- Letter Agreement - Power System Operators Overtime Procedures (LR 12-023 dated April 9, 2012)
- Letter Agreement – Change Retirement Formula in 2013 MOU from 2%@60 to 2%@62 (LR 12-037 dated September 10, 2012)
- Letter Agreement - New Hire Employees Starting Pay Rates (LR 12-038 dated September 21, 2012)
- Letter Agreement – Regarding the SMUD Fire Resistant Clothing Program (LR 13-003 dated March 20, 2013)
- Letter Agreement – Change Retiree COLA and Enhancement to the Survivor Continuance Benefit (LR 13-008 dated February 8, 2012)
- Letter Agreement - Headquarters Consolidation for Facilities IBEW Represented Employees (LR 13-012 dated April 4, 2013)
- Letter Agreement - Training Program for Telecommunications Technician Classification (LR 14- 013 dated April 30, 2014)
- Letter Agreement - Troubleshooter Residency Requirement (LR 16-002 dated March 1, 2016)
- Letter Agreement - Troubleshooter Work Area (LR 16-019 dated August 31, 2016)
- Letter Agreement - DSO Call Out Procedures (LR 16-032 dated December 16, 2016)
- Letter Agreement - Update to Lineworker Series LOA LR 01-91 (LR 17-006 dated March 20, 2017)
- Letter Agreement - Update to New Hire Employees Starting Pay Rates LOA LR 12-038 (LR 17-007 dated March 20, 2017)
- Letter Agreement – IBEW Grievance 17-008 (Mutual Aid) (LR 17-025 dated January 11, 2018)
- Letter Agreement – Transmission Fall Protection (LR 18-008 dated March 14, 2018)
- Letter Agreement – Hydro Field Tech Series Job Description Revisions (LR 19-014 dated October 15, 2018)
- Letter Agreement – Grid Planning and Operations Drone Pilot Program (LR 20-013 dated September 1, 2020)
- Letter Agreement – Assignment of Overtime for Facility Stationary Engineers (LR 21-004 dated September 1, 2021)
- Letter Agreement – Grid Planning and Operations Drone Pilot Program – Extension (LR 21-007 dated June 24, 2021)
- Letter Agreement – Troubleshooters (LR 23-010 dated May 25, 2023)
- Letter Agreement – Damage Assessor Call Out Process (LR 25-032 dated December 22, 2025)

APPENDIX D



December 18, 2001
LR 01-91

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Wayne Greer
Business Representative
IBEW Local 1245
P.O. Box 705
Broderick, CA 95606-0705

SUBJECT: Letter Agreement Regarding Change of Titles for Lineworker Series

Dear Mr. Greer:

The following are provisions of the agreement we have reached concerning changing the titles of the Lineworker Series Classifications.

In 1999 the District and Union met and conferred over expanded new classifications to embody all aspects of line construction and maintenance. As a result of these discussions, SMUD and IBEW Local 1245 entered into a Letter Agreement dated December 16, 1999. Part of the agreement contained provisions to change job duties and titles of line construction and maintenance classifications. These new jobs were designated with new titles: Lineworker I through V.

The District and the Local have now agreed that the titles of Lineworker I through V will be changed back to the original titles that were in effect for those classifications prior to the December 1999 Letter Agreement, without changing any other provisions of the agreement. The changes are shown on the attached table.

The parties have further agreed that this Letter Agreement does not change any other provision of the December 16, 1999 Letter Agreement concerning the Lineworker Classification job duties or Civil Service entitlements incumbent with those positions. This Agreement only changes the titles of those positions referenced.

Finally, the parties have agreed that employees assigned to the Line Subforeman-woman, Troubleshooter and Fault Locator classifications, (all derived from the Lineworker III classification series) may move between those classifications, as long as they meet the minimum qualifications of the job. In addition, the parties have agreed that employees assigned to the Line Foreman-woman Light, and Sr. Troubleshooter, (derived from the Lineworker IV classification series) may move between those classifications, as long as they meet the minimum qualifications of the job.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,

MICHAEL J. WIRSCH
Manager, Labor Relations

Attachment

Wayne Greer

12-20-01
DATE

DISTRICT HEADQUARTERS • 6201 S Street, Sacramento CA 95817-1899

APPENDIX D

LR 01-91 (Cont'd)



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT ☐ P. O. Box 15830, Sacramento CA 95852-1830, (916) 452-3211
AN ELECTRIC SYSTEM SERVING THE HEART OF CALIFORNIA

December 16, 1999
DS 99-405

Dennis Seyfer
P.O. Box 161719
Sacramento CA 95816-1719

Re: LETTER AGREEMENT

I am writing this to set forth our agreement on the provisions within this letter agreement.

Lineworker and Tree Trimmer Series

As a result of business process reengineering, the District developed expanded new classifications to embody all aspects of line construction and maintenance work. The classifications and duties are outlined in the attached classification descriptions for Lineworker I through V and Tree Trimmer I through IV and Tree Trimmer Planner.

The District will initiate a title change and class regrade (change in pay) by ESN (direct placement) for all positions within the existing class series for Lineman and Troubleshooter, and a title change by ESN (direct placement) for all positions within the existing class series for Tree Trimmer. For the purposes of civil service entitlements, the direct placement of Regular Employees into new retitled classifications will have no impact on individual Employee entitlements. Therefore, "last class held" is the last permanent classification held before the employee's old classification title within the Class Series of Lineman, Troubleshooter, or Tree Trimmer.

In consideration for the expanded duties outlined in the aforementioned descriptions, the District agrees to adjust the wage rates for the classifications in the new Lineworker Class Series as set forth in the table below. Tree Trimmer Class Series wage rates will not be changed.

Current Class Lineman Series and Combined Classes		As of 6/19/99	NEW CLASS			Difference	
Lineman Apprentice	PG874H	23.01	Lineworker I	PG879	23.70	.69/hr	3.0%
Lineman	PG908	26.47	Lineworker II	PG912	27.26	.79/hr	3.0%
Line SubForeman/wn Troubleshooter	PG922 PG922	28.49	Lineworker III	PG927A	29.34	.85/hr	3.0%
Line Foreman/wn Light	PG937	30.30	Lineworker IV	PG938A	31.21	.91/hr	3.0%
Sr Troubleshooter	PG935	30.27				.94/hr	3.1%
Line Construction Foreman/wn	PG945	32.23	Lineworker V	PG950	33.20	.97/hr	3.0%

The new wage rates are effective in the first pay period following execution of this letter agreement.

C:\BEW\lineltragree.doc 12/16/99

APPENDIX D

LR 01-91 (Cont'd)

Pole Tester Classification

The District agrees to create a new classification of Pole Tester. The new classification will have eight (8) civil service positions and the pay grade for the class will be 828G, top step \$18.26. The eight (8) positions will be posted on the first regular Transfer/Promotion Announcement after January 15, 2000, and filled pursuant to the Civil Service Rules, and Article 19 Section 6, Transfer/Promotion Process of the District/IBEW MOU.

As initial Pole Tester incumbents vacate positions, the District, at its sole discretion, may contract any and all pole testing and treating work.

Rock Saw Crew

The IBEW agrees that work performed by the rock saw crew is no longer IBEW work and the District may, at its sole discretion, contract any and all rock saw operations effective immediately upon execution of this letter agreement.

Hiring Hall

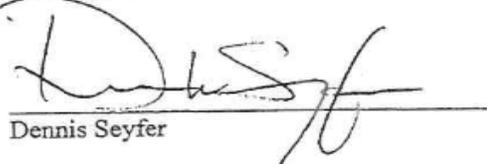
The District and the IBEW will meet and confer for the purpose of establishing a Hiring Hall Agreement to cover all IBEW classes when work force augmentation is necessary during periods of peak work.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below.

Sincerely,

for 
James R. Shetler
Assistant General Manager, Customer Services

Attachment


Dennis Seyfer

12/16/99
Date

APPENDIX D

LR 01-91 (Cont'd)

SACRAMENTO MUNICIPAL UTILITY DISTRICT CLASS SPECIFICATION Lineworker Series

SERIES TITLE: LINEWORKER

PURPOSE OF THE SERIES: Performs a variety of semi-skilled and skilled tasks in the construction, maintenance, repair and inspection of the District's transmission and distribution systems. This work can involve operating backhoes, derricks and hole diggers; etc., and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

This series is assigned to Distribution Services. All levels are considered climbing Lineman/wn. These classifications encompass work performed by the previous District classifications of: Apprentice/Journey Lineman/wn, Crafts Helpers; Equipment Operator; Line Sub-Foreman; Line Foreman/wn Lt; Line Construction Foreman/wn; Troubleshooter; Senior Troubleshooter; Utility Crew Foreman/wn; Field Reporting Specialist, Cable Locator and Line Construction Supervisor. In addition, these Lineworkers assist Electricians and Meter Technicians in their work.

DEFINITION OF LEVELS:

- LINEWORKER I** This is the apprentice level in the Lineworker series. An incumbent, under close supervision, is in training under more advanced workers for semi-skilled and skilled work that generally involves construction, maintenance, or repair of the District's transmission and distribution system. As an Lineworker I, it is expected that skills will be developed to journey level proficiency (Lineworker II) and that employees will perform the more skilled operations as training permits. This class encompasses work performed by the previous District classes of Apprentice Lineman/wn, Crafts Helper, and Utility Worker.
- LINEWORKER II** This class is the journey level in the Lineworker series. An incumbent performs at the fully qualified and experienced level in the installation, maintenance, or repair of distribution and transmission electrical systems. This class encompasses work performed by the previous District class of Journey Lineman/wn, Equipment Operator, and some duties of the Utility Crew Foreman/wn, Field Reporting Specialist.
- LINEWORKER III** This is the first lead or advanced working level in the Lineworker series. This class differs from Lineworker II in that incumbents perform either troubleshooting, contract management or supervise up to one other person, a Lineworker I, II or III while performing service work, routine line maintenance, repair and/or construction work. This class differs from Lineworker IV in that Lineworker IV supervises larger crews and is generally assigned more complex line construction jobs. Employees in this classification must have exceptional communication skills as well as the ability to respond to emergency situations without specific instructions or direction. This class encompasses the work performed by the previous District classes of Troubleshooter and Line Sub-Foreman.
- LINEWORKER IV** Under limited supervision, this class supervises and works with a line crew made up of up to 5 Lineworkers (including the Lineworker IV). This class is a working foreman/wn responsible for task layout, direction and the supervision of a crew. It is distinguished from the Lineworker III, which troubleshoots or supervises one Lineworker; and differs from Lineworker V, which is responsible for planning work for and supervising larger crews. This classification encompasses the work performed by the previous District classes of Line Foreman Light, Senior Troubleshooter and some duties/responsibilities of the Line Construction Supervisor and Field Reporting Specialist.
- LINEWORKER V** Under limited supervision, this class supervises a crew made up of six or more Lineworkers (including the Lineworker V). This class is also a working foreman/wn responsible for task layout, direction and the supervision of a crew. It is distinguished from the Lineworker IV class by the larger crew size. An employee of this class works with very little supervision in the field..

APPENDIX D

LR 01-91 (Cont'd)

SACRAMENTO MUNICIPAL UTILITY DISTRICT CLASS SPECIFICATION Lineworker Series

This class encompasses the work performed by the previous Line Construction Foreman and some of the duties of the Line Construction Supervisor and Field Reporting Specialist.

EXAMPLES OF ESSENTIAL DUTIES: Work includes but is not limited to the following: (Note: While in general all functions/duties listed are essential, individual positions within this class may not require all. Additionally, this list is not intended to be complete or exhaustive.)

LINeworker I AND LINeworker II:

At the Lineworker I level, incumbent is in a learning capacity and assists in the duties specified below for a Lineworker II. Lineworker II will perform these duties as a fully qualified and experienced journey level:

1. Performs complex rigging techniques using winches, block and tackle, ropes, slings, hoists, etc.
2. Frames, sets, removes, wood or steel poles and associated anchors and guys.
3. Makes connections and performs work on lines energized @ 120v through 230kV using rubber gloves and hot line tools.
4. Climbs wood poles, steel structures, or ladders.
5. Constructs/removes/maintains transmission towers.
6. Installs/removes crossarms, guy wires, insulators, disconnect devices, switches, capacitors, and various pole top apparatus.
7. Lays out, measures, cuts, installs, terminates and splices various types of cable.
8. Connects pole bolt, pad mount, and submersible transformers.
9. Assists Electricians in the installation, maintenance, and wiring of electrical substations.
10. Performs phasing tests on high voltage circuits.
11. Performs maintenance functions on transmission and distribution lines.
12. Installs and maintains night-lights, streetlights and street lighting equipment.
13. Applies principles of electrical theory to line construction and maintenance work.
14. Installs/removes work site protection devices.
15. Assists Cable Splicers/Electricians in the construction and maintenance of network underground systems.
16. Operates various types of equipment including; backhoes, tractors; frontloaders, rock saws, hole diggers, boom trucks, digger derricks, forklifts, water trucks, bobcats, cable pullers, cable tensioners, trenchers, pole stubbers, portable generators, portable/hydraulic pole setters, jackhammers, J tamps and other related equipment.
17. Operates aerial lift trucks and boom trucks.
18. Operates District vehicles, in the course of work, that may require a Class A license.
19. Installs/repairs cubicle/transformer wells, transformers, sprinkler systems, fences, landscaping, driveways, walkways, sewer/water pipes, and storm drains.
20. Mixes, pours and finishes cement/concrete.
21. Assembles/disassembles/pre-fabricates various materials/parts.
22. Installs residential and commercial meters of various types.
23. Inspects trench, conduit, transformer pad/well, switching cubicle, pull box and vault installation.
24. Inspects for GO 95 and 128 infractions.
25. Cleans up PCB leaks and transports hazardous material.
26. Uses chemicals for various tasks.
27. Installs shoring, backfills, jets and compacts trenches and other various excavations.
28. Uses various types of tools to paint.
29. Picks up and delivers materials.
30. Removes and installs asphalt.
31. Digs holes, trenches, splice pits manually or using power equipment.
32. Assists in traffic control.
33. Instructs, directs, and may train sub-ordinates.
34. Installs/removes and performs routine maintenance on dusk to dawn/street lights.
35. Installs/removes and performs maintenance on overhead and underground residential and commercial services.
36. Connects/ Disconnects electric service.

APPENDIX D

LR 01-91 (Cont'd)

SACRAMENTO MUNICIPAL UTILITY DISTRICT CLASS SPECIFICATION Lineworker Series

37. Inspects and approves customer service facilities.
38. Performs minor tree trimming.
39. Installs/removes or performs maintenance on transformers, capacitors, reclosers, regulators, and related line apparatus.

LINEWORKER III:

Must possess the knowledge, skills and abilities of a Lineworker II plus:

1. Locates, isolates, conducts high voltage dc tests, and repairs cable faults.
2. Identifies hazards, isolates lines and equipment, makes repairs as necessary to restore power and/or make conditions safe.
3. Checks substations for proper operating conditions; uses meters to determine loading and voltage.
4. Performs field switching operations; operates breakers, disconnects, control switches and observes and records readings from various instruments.
5. Applies for and takes line clearances from distribution and transmission system operators.
6. Reviews job packages; orders and arranges for loading of materials
7. Repairs or replaces disconnects, jumpers wires, cutouts, fuses, lightning arrestors, or similar devices.
8. Investigates and/or resolves customer complaints regarding electrical service.
9. Arranges for proper tools, equipment and labor needed for work.
10. Collects payments and deposits from customers.
11. Contacts customers regarding service requirements.
12. Plans work and assign specific tasks to another Lineworker.
13. Ensures that work performed by the crew member, his or her co-worker, is done in a professional manner following safe work practices and proper safety precautions are observed.
14. Trains, motivates, and provides input to the performance evaluation of subordinates.
15. Maintains a log in chronological order, and additional documentation as required.
16. Completes records and reports related to personnel, equipment and job status.
17. Coordinates/schedules customer shutdowns.
18. Patrols transmission lines; assists in performing tower line maintenance and line clearances.
19. Uses mobile data terminals, as required, to process appropriate documents in order to accurately report time and learns to reconcile jobs.
20. Performs contract management duties as it applies to trench, conduit, transformer well/pad, switching cubicle, pull box and vault installation, boring, paving and other miscellaneous contracts..

LINEWORKER IV:

Must possess the knowledge, skills and abilities of a Lineworker II plus:

1. Plans work and assigns specific tasks to a crew of up to 5 workers (including the Lineworker IV).
2. Checks to see that work is done safely and according to plans and specifications.
3. Coordinates and schedules work to be performed with other departments, contractors, agencies and utilities (staking; permit activation; U.S.A.; Joint Pole meetings; etc.).
4. Reviews job packages; orders and arranges for loading of materials.
5. Arranges for proper tools, equipment and labor needed for work.
6. Applies for and takes line clearances from distribution and transmission system operators.
7. Assists in accident/incident fact-finding investigations and reviews.
8. Ensures that work performed by crew members is done in a professional manner following safe work practices and proper safety precautions are observed.
9. Completes records and reports related to personnel, equipment and job status.
10. Operates Mobile Data Terminals and personal computer.
11. Coordinates/schedules customer shutdowns.
12. Trains, motivates and provides input to the performance evaluation of subordinates.

APPENDIX D

LR 01-91 (Cont'd)

FRAMENTO MUNICIPAL UTILITY DISTRICT
CLASS SPECIFICATION
Lineworker Series

LINEWORKER V:

Performs duties of a Lineworker IV, plus:

1. Plans work and assigns specific tasks to a crew of 6 or more workers (including the Lineworker V).
2. May be responsible for supervising the training of an apprentice Lineworker crew.

MINIMUM QUALIFICATIONS

KNOWLEDGE, SKILLS, EXPERIENCE, PHYSICAL CHARACTERISTICS,

LINEWORKER I:

Knowledge of:

- Basic math
- Basic safety rules and procedures
- Safe use of hand and power tools

Skills to:

- Read and understand job manuals, safety procedures, and training manuals on electrical theory and principles of electric distribution.
- Read and interpret written instructions.
- Remember and follow a series of directions.
- Work safely on and around high voltage conductors and equipment.
- Climb wood poles, steel structures, and ladders.
- Maintain attention to public service.
- Perform physically strenuous work for extended periods of time.
- Perform work at heights in a safe manner.
- Operate motor vehicles

Ability to:

- Learn line construction methods and techniques
- Learn knots and rigging
- Learn material and tool nomenclature
- Learn work site protection
- Learn hazard identification
- Learn District radio operation
- Learn to read a wire print
- Learn to operate a variety of equipment.

OTHER REQUIREMENTS:

- Attend classes after normal working hours on a non-paid basis in order to obtain skills and/or knowledge required on the job.
- Able to obtain and maintain a Class A Driver's License.
- Willingness to learn and operate equipment as noted above.
- Must complete the Lineworker I training requirements in order to advance to the Lineworker II level.

APPENDIX D

LR 01-91 (Cont'd)

FRAMENTO MUNICIPAL UTILITY DISTRICT CLASS SPECIFICATION Lineworker Series

DESIRABLE QUALIFICATIONS: Any combination of education and experience that has provided the necessary knowledge and skills will be considered qualifying. A typical way to obtain the above required knowledge and skills is:

- Equivalent to completion of sufficient formal and/or informal education to provide the necessary knowledge, skills and abilities.

LINEWORKER II

Must possess the same Knowledge, Skills, Experience, Physical Characteristics, etc. as a Lineworker I, plus:

Knowledge of:

- Line construction methods, techniques and construction standards (G.O. 95 & 128).
- Rigging practices, principles, and procedures.
- Complex rigging techniques
- Material and tool nomenclature
- Electrical knowledge including phasing, grounding, line voltage, and transformers as they relate to line construction.
- Circuit Labeling.
- Materials, methods, tools, and equipment used in high and low voltage line construction, maintenance, and repair.
- Work site protection
- Hazard identification
- Electrical theory
- Electric service requirements.
- G.O. 95/128
- District policies and procedures relating to line construction; standards, safety procedures and CAL/OSHA laws relating to line construction.
- State and Federal Safety Rules and Regulations.
- Residential meters and their application.
- Streetlights, dusk to dawn lights and their application.

Skills to:

- Instruct and direct subordinates.
- Perform inspections of trench, conduit, switching cubicle, pull box and vault installation.
- Read a wire print.
- Complete/process required documentation relating to job balancing etc.
- Follow oral or written instructions.
- Operate District radios.
- Ability to learn to utilize mobile data terminals

DESIRABLE QUALIFICATIONS: Any combination of education and experience that has provided the necessary knowledge and skills will be considered qualifying. A typical way to obtain the above required knowledge and skills is:

- Completion of an approved Lineworker I apprentice program including three years climbing experience in overhead electrical distribution work.

APPENDIX D

LR 01-91 (Cont'd)

SACRAMENTO MUNICIPAL UTILITY DISTRICT CLASS SPECIFICATION Lineworker Series

LINEWORKER III

Must possess the same Knowledge, Skills, Experience, Physical Characteristics, etc. as a Lineworker II, plus:

Knowledge of:

- Various commercial and industrial meters and their application.
- Switching and Clearance procedures.
- Transformers, switching, and regulating gear.
- Industry standards of high voltage testing.
- Meter reading.
- Fault locating.
- Supervisory techniques, principles and practices.
- Circuit labeling.
- Line phasing and grounding.
- Distribution Services processes.

Skills to:

- Recognize defects and make repairs in the overhead and underground electrical system under emergency conditions.
- Analyze electrical equipment damage and make determinations on specific material, tool, equipment, and labor needed to make repairs.
- Work in a team environment with minimal supervision.
- Prepare oral and written reports.
- Read and interpret plans and specifications.
- Read maps and drawings.
- Plan for the most effective use of workers and materials.
- Read, record, and report instrument indications.
- Work independently, or as part of a crew.
- Make decisions independently.
- Perform contract management duties.
- Operate Mobile Data Terminals and personal computers.

DESIRABLE QUALIFICATIONS: Any combination of education and experience that has provided the necessary knowledge and skills will be considered qualifying. A typical way to obtain the above required knowledge and skills is:

- Equivalent of two years of journey level line work experience at a level equivalent to Lineworker II with the Sacramento Municipal Utility District.

LINEWORKER IV & LINEWORKER V

Must possess the same Knowledge, Skills, Experience, Physical Characteristics, etc. as a Lineworker II, plus:

Knowledge of:

- Principles of supervision

Skills to:

- Layout and direct work for medium to large line construction projects.

APPENDIX D

LR 01-91 (Cont'd)

SACRAMENTO MUNICIPAL UTILITY DISTRICT CLASS SPECIFICATION Lineworker Series

DESIRABLE QUALIFICATIONS: Any combination of education and experience that has provided the necessary knowledge and skills will be considered qualifying. A typical way to obtain the above required knowledge and skills is:

- Equivalent of two years of journey level line work experience at a level equivalent to Lineworker II with the Sacramento Municipal Utility District.

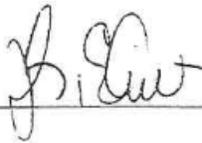
PHYSICAL CHARACTERISTICS: (all levels)

- Lift and carry crossarms; or similar line construction items weighing up to 80 lbs.
- Manual dexterity to operate power tools and equipment, tie knots and rigging.
- Work outdoors in inclement weather.
- Work in adverse conditions and pressure situations.
- Mobility to walk, negotiate uneven terrain, climb poles, steel structures, and ladders.
- Perform strenuous and hazardous work often involving long hours under adverse weather conditions Work aerially, in confined spaces, and below grade.
- Vision to read instructions, manuals, and diagrams, and distinguish parts, tools, and equipment, including accurate depth perception.
- Hearing to receive instructions from a distance and ability to identify hazardous or abnormal conditions.
- Speech to give instructions at a distance and for normal communication.

OTHER REQUIREMENTS: (all levels)

- Must possess and maintain a valid California driver's license and a satisfactory driving record. Candidates must also be able to obtain a Class A driver's license with tanker endorsement after completion of the required driver training class, consistent with the prevailing MOU.
- Reside in a location that is close enough to their reporting headquarters to allow a reasonable response time from residence to reporting headquarters under normal driving conditions and within posted speed limits.
- Work overtime and in emergencies, when needed.
- Be "On Call" and respond immediately to emergency call-outs, consistent with the prevailing MOU.
- Work special schedules as required.

APPROVED BY: _____



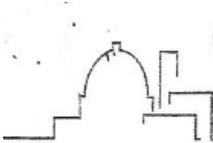
DATE: 12/14/99

Date Established: December 16, 1999

Prepared by: Tim Curtis/Ron Morazzini/Tom. McEntire

Revised:

APPENDIX D



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.™

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

March 22, 2002
LR 02-47

Wayne Greer
Business Representative
IBEW Local 1245
P.O. Box 4790
Walnut Creek, CA 94596

SUBJECT: Operational Boundaries for PSO and DSO Classifications

Dear Wayne:

The purpose of this letter is to inform you that, effective immediately, the District will adopt the attached General-Normal Operating Procedure regarding Operational Responsibilities for the Electric Power System.

As noted therein, the District plans to shift operational control and responsibility for the District's Electric Power System from the Power System Operators (PSO) to the Distribution System Operators (DSO).

Specifically, the District has determined that the operational boundary of the PSO is to exercise operational control over all circuits and associated equipment above the 69 kV level, with some exceptions and qualifications noted. The operational boundary of the DSO is to exercise operational control over all circuits and associated equipment at the 69 kV level and below, and all 69 and 21kV network transformers, with exceptions and qualifications noted.

A number of IBEW-represented employees will be affected by this change; however, the District has not identified any adverse impacts to its employees as a result of this action. Training sessions for all affected employees will be provided starting as soon as April 1, 2002. The official shift of operational control and responsibility will occur on October 1, 2002.

If IBEW identifies any specific potential adverse impacts to its members as a result of this action and would like to meet and confer over the matter, please let me know as soon as possible so we can address those issues.

Sincerely,

MICHAEL J. WIRSCH
Manager, Labor Relations

CC: Cliff Faith
LR Staff

APPENDIX D

LR 02-047 (Cont'd)

 SACRAMENTO MUNICIPAL UTIL. DISTRICT		NO: GNN 008
GENERAL	SECTION GENERAL - NORMAL OPERATING PROCEDURE	SUBJECT OPERATIONAL RESPONSIBILITIES

Table Of Contents

Introduction 2

Purpose and Scope 2

Audience 2

General Description 2

References 2

Procedure 3

1. Power System Operations 3

2. Distribution System Operations 4

3. Overlapping Jurisdictional Boundaries 4

Procedure Approval 6

EFFECTIVE DATE	REVISION NUMBER	REVISION DATE	PAGE
	0.0	3/12/02	Page 1 of 6
GNN_008			

APPENDIX D

LR 02-047 (Cont'd)

SACRAMENTO MUNICIPAL UTIL DISTRICT			NO: GNN 008		
GENERAL	SECTION	SUBJECT			
	GENERAL - NORMAL OPERATING PROCEDURE	OPERATIONAL RESPONSIBILITIES			

Introduction

Purpose and Scope

The purpose of this procedure is to define, establish and assign operational boundaries and responsibility of the Electric Power System. Training for the Distribution System Operators will commence April 1, 2002 and last approximately 6 months. October 1, 2002 will be the official shift of operational control and responsibility from PSO to DSO. Prior to April 1, 2002, Representatives from System Operations and Reliability and Distribution System Operations will meet to discuss, revise and/or modify this Procedure Document as mutually agreed to between the Representatives.

Audience

This guide applies to Power System Operators (PSO's) and Distribution System Operators (DSO's).

General Description

The coordinated operation of the District's Electric Generation, Transmission, and Distribution Systems is the responsibility of System Operations and Reliability and Distribution System Operations.

The operation of the bulk power system, Generation and Transmission System resources, is the responsibility of System Operations and Reliability.

The operation of the Distribution System defined as the system which, interconnects the District's Customers to the bulk power system, is the responsibility of Distribution System Operations.

This operating guide defines the operational boundaries to clearly delineate operating responsibilities of both areas.

References

None

EFFECTIVE DATE	REVISION NUMBER	REVISION DATE	PAGE
	0.0	3/12/02	Page 2 of 6

GNN_008

APPENDIX D

LR 02-047 (Cont'd)

GENERAL	SECTION GENERAL - NORMAL OPERATING PROCEDURE	SUBJECT OPERATIONAL RESPONSIBILITIES
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Procedure

1. Power System Operations

The operational boundaries of the Power System Operators (PSO) is defined as: the responsibility to monitor and control all circuits and associated equipment above the 69kv level, with exception of designated portions of the 69kv system. Operational boundaries shall include switching responsibility for connecting or removing equipment from service in coordination between PSO's and DSO's as follows.

- All generator breakers, generation tie facilities, associated disconnect switches, and associated relaying regardless of voltage level. This includes:
 - Pocket 5 express feeder for Carson Ice Generation including 69kv CB 6930 at Pocket
 - Foothill 4 express feeder for McClellan Gas Turbine including 69kv CB 7114 at Foothill
 - Circuit Switcher #7050 at Kiefer Landfill Generation
 - All capacitor banks and shunt reactors at bulk stations and associated breakers and disconnect switches, when used exclusively to support transmission system voltages.
 - RTU controlled Distribution Capacitor Bank on Distribution Substations, when used exclusively to support transmission voltages.
 - It shall be the responsibility of the Distribution System Operator's (DSO's) to coordinate switching activities with the Power System Operators (PSO's) and to ISSUE and RELEASE all clearances on power transformers that supply bulk power to the distribution system. This includes the Elverta Substation where the 115kv transmission and 69kv distribution are on the secondary side of the banks.
- It shall be the responsibility of the Power System Operators (PSO's) to notify the Distribution System Operators (DSO's) prior to placing capacitor banks and shunt reactors into or out of service.

EFFECTIVE DATE	REVISION NUMBER 0.0	REVISION DATE 3/12/02	PAGE Page 3 of 6
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GNN_008

APPENDIX D

LR 02-047 (Cont'd)

GENERAL	SECTION GENERAL - NORMAL OPERATING PROCEDURE	SUBJECT OPERATIONAL RESPONSIBILITIES
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2. Distribution System Operations

The operational boundaries of the Distribution System Operator (DSO) is defined as follows: to monitor and control all distribution circuits and associated equipment at and below the 69kv level, and all 69 and 21kv network transformers. Operational boundaries shall include the issuing of clearances and switching responsibility for connecting or removing equipment from service as follows.

All 69kv, 21kv, 12kv and 4kv distribution circuits and associated equipment. This includes 69kv circuit breakers and associated switches paralleling bulk power transformer banks.

- All distribution circuits serving generators under the control of PSO up to but not including the generator interconnection facilities. This includes:
- Hedge #7 feeder to Kiefer Landfill Generation.
- SRWPT switchyard when configured to connect to Carson Ice Generation.
- Distribution generation for which PSO is not assigned responsibility for control or monitoring.
- For the purpose maintenance, it shall be the responsibility of the Distribution System Operators (DSO's) to notify the Power System Operators (PSO's) prior to placing capacitor banks or shunt reactors into or out of service on power transformers that supply bulk power to the distribution system.
- It shall be the responsibility of the Distribution System Operator's (DSO's) to notify and coordinate switching activities with the Power System Operators (PSO's) and to ISSUE and RELEASE all clearances on power transformers and associated equipment that supply bulk power to the distribution system.

3. Overlapping Jurisdictional Boundaries

PSO's and DSO's will coordinate all switching programs as well as informational notification when removing/restoring and or energizing/de-energizing any equipment and or facility effecting or overlapping boundaries in the bulk power system. This includes paralleling of bulk power transformer

EFFECTIVE DATE GNN_008	REVISION NUMBER 0.0	REVISION DATE 3/12/02	PAGE Page 4 of 6
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APPENDIX D

LR 02-047 (Cont'd)



TO 6924 P. 05/06
NO: GNN 008

GENERAL	SECTION GENERAL - NORMAL OPERATING PROCEDURE	SUBJECT OPERATIONAL RESPONSIBILITIES
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banks and distribution feeders. A Communication protocol shall be maintained when the operational responsibilities appear to overlap. This protocol applies to but is not limited to the 230kv, 115kv, and 69kv interconnections at Elverta and Hurley.

Caution: All switching and clearances will be conducted in accordance with existing clearances and switching procedure (GNN 003)

EFFECTIVE DATE	^	REVISION NUMBER	0.0	6	REVISION DATE	3/12/02	+	PAGE	Page 5 of 6
GNN_008									

APPENDIX D

LR 02-047 (Cont'd)


 11:10 FROM TO 6924 P.06/06
 SACRAMENTO MUNICIPAL UTIL. DISTRICT NO: GNN 008

GENERAL	SECTION GENERAL - NORMAL OPERATING PROCEDURE	SUBJECT OPERATIONAL RESPONSIBILITIES
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Procedure Approval

- Prepared by *Amiee Bond* Date 3-13-02
 Process Coordinator, Distribution System Operations
- Concurred by *Jerry Paulaitis* Date 3-19-02
 Process Coordinator, Field Operations
- Concurred by *Ron Dwyer* Date 3-13-02
 Distribution System Specialist
- Concurred by *Paul Anderson* Date 3-13-02
 Supervisor, Power System Operations
- Concurred by *Chad L...* Date 3-13-02
 Power System Engineer
- Approved by *Chad Foster* Date 3-14-02
 Manager, Planning & Operations
- Approved by *Don Albert* Date 3/15/02
 Manager, System Operations & Reliability

EFFECTIVE DATE	REVISION NUMBER 0.0	REVISION DATE 3/12/02	PAGE Page 6 of 6
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GNY_008

APPENDIX D



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.™

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

December 29, 2003
LR 03-203 (Revised)

Samuel A. Giero
Business Representative
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Intent to Certify Meter Tech Apprentices to Remove and Install
240 Volt and Below Meters

This is notification of the District's intent to certify current and future Meter Tech Apprentices to remove and install 240 Volt and below Meters. Once an apprentice meter tech reaches a certain point in the apprenticeship, they will be certified to remove and/or install meters as shown on the attached documents. It is also intended to incorporate this procedure into the District's apprenticeship program for this classification. Those apprentices who are currently in the program, who meet the criteria, will be immediately certified to perform this task.

If you agree to the District's intentions, please so indicate by signing below and returning one executed copy of this letter to me.

Sincerely,

Michael J. Wirsch
Manager, Labor Relations

Samuel A. Giero
Business Representative

12/30/03

Date

Attachments

DISTRICT HEADQUARTERS • 6201 S Street, Sacramento, CA 95817-1899



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
"The Power To Do More."

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

June 28, 2025
LR 06-078

Samuel A. Glerc
Business Representative
30 Orange Tree Circle
PO Box 2547
Vacaville, CA 95696

SUBJECT: Critical Classifications

Dear Mr. Glerc:

As we have discussed, the District is having some difficulty properly staffing and maintaining qualified personnel in certain journeyman classifications and locations. In an attempt to resolve this problem, District proposes the following:

1. When the complement of a journeyman classification is 10% or more below the desired strength for 90 days or more at a specific headquarters, District may, upon giving written notice to Union, designate as *critical classifications* the apprenticeship leading to such journeyman classification, the journeyman classification, and classifications above the designated journeyman classification. Non-apprenticeship situations shall be handled in accordance with Paragraph 8 below.

2. In order to bring the complement at the affected headquarters to the desired level, District will initially seek applicants for transfer or promotion to such critical classifications through the normal civil service hiring process. Qualified employees voluntarily transferring to the critical classifications shall be designated critical and be subject to the conditions outlined below. If sufficient employees are obtained in this manner to alleviate the critical situation, no further action will be taken. If, however, a sufficient number of employees are not obtained for critical status, District shall designate all apprentices appointed after the date critical status was applied at the headquarters as "critical apprentices."

3. (a) Except as provided in (b) below, employees on critical status shall be paid 8% above their basic wage rate as provided in the MOU and subsequent agreements.

(b) Employees in critical apprenticeship status shall be paid the following percent adjustment above their basic wage rate as provided in the MOU and subsequent agreements.

Start	3%
End 6 months	4%
End 1 year	5%
End 18 months	6%
End 24 months	7%
End 30 months	8%

Jan Scheri, General Manager

DISTRICT HEADQUARTERS • 6201 S Street, Sacramento, CA 95817-1899

APPENDIX D

LR 05-076 (Cont'd)

4. Employees on critical status will not have their applications for vacancies in or below their present classifications nor their application for transfer considered for any job outside of their existing headquarters or outside of their Class Series.
5. A journeyman's "critical" status shall be for a period of three years with the exceptions set forth in Item 6 below. However, by mutual agreement, the "critical classification" designation may be lifted on either an individual or on a total basis. Apprentices on critical status complete their training at the "critical" headquarters.
6. Apprentices designated as critical who progress to journeymen status shall continue on "critical" status for two additional years under the conditions outlined above. Upon release from "critical status," the 8% allowance and the freeze on transfers will cease.
7. District will give Union and the involved employees 90 days' notice of the cancellation of the "critical classification" designation. However, upon cancellation by District, employees on critical status shall continue to receive the appropriate wage rate for the remainder of their applicable term or until such time as they transfer to another classification or headquarters.
8. In critical situations where a formal apprenticeship is not involved, District proposes to apply the 8% weekly allowance and the freeze on transfers to the journeyman classification under the conditions outlined above. However, in each instance the added pay and the total length of the bid or transfer freeze for classifications leading to such non-apprentice journeymen shall be established by agreement between District and Union. Such agreement shall be, to the extent possible, consistent with the framework outlined above for apprentice situations.

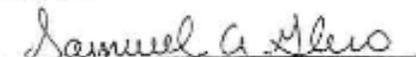
If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to District.

Sincerely,



Michael J. Wirsén
Manager, Labor Relations

Agreed.



Samuel A. Gleró
Business Representative

6/28/2006

Date

APPENDIX D



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.®

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

July 26, 2007
LR 07-040

Samuel A. Glerio
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

**SUBJECT: Establishment and Administration of Overtime List for
Sub-Station Electricians**

Dear Sam:

We have met to discuss establishment of an overtime list and its administration for the Sub-station Electrician classification. The following is our agreed upon procedures concerning the list.

General Principles

- There will be only one overtime list that encompasses all overtime, i.e., Prearranged, Emergency, and Continuation.
- The overtime list will incorporate all overtime hours at the appropriate rate of pay.
- The overtime list will use the year-to-date hours for ranking purposes.
- A new employee or a new volunteer will be given the average number of overtime hours worked by those on the list at that time and will be placed on the list with those hours.

Voluntary Overtime Assignment Administration

- The accounting period for record purposes will be from the first pay period through the last pay period of each year.
- All overtime hours will be zeroed out at the end of the last pay period of each year and will start over the first pay period.
- The ranking order will remain the same as it was at the last pay period of the previous year.
- Volunteer employees in each classification (Foreman, Electrician, and Apprentice) with the lowest number of recorded overtime hours will be selected first.
- Employees that turn down an overtime assignment will be credited with the number of overtime hours that were worked, which include double time or time and one half.

DISTRICT HEADQUARTERS • 6201 S Street, Sacramento, CA 95817-1899

APPENDIX D

LR 07-040 (Cont'd)

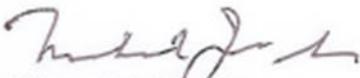
- An employee who is off on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.

Mandatory Overtime

- When there are insufficient volunteers available for overtime, the District will assign employees to work the necessary overtime.
- Mandatory overtime will be assigned first to employees with the lowest recorded overtime hours.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,



Michael J. Wirsch
Manager, Labor Relations

Samuel A. Gleru
Sam Gleru

7/27/2007
Date

APPENDIX D



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

January 29, 2010
LR 10-007

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Work Schedule (4/10) for IBEW-Represented Energy Supply Personnel

Dear Sam:

In 2008 you met with a committee of Energy Supply personnel concerning changing all IBEW represented employees assigned to Energy Supply to a 4/10 work schedule. The result of that meeting was letter agreement LR 08-071 (a pilot program from January 3, 2009 through January 2, 2010). By letter agreement LR 10-001, the pilot was extended to February 12, 2010.

You recently met again with the committee and the parties agreed to adopt a 4/10 work schedule. The following is the agreed upon steps:

1. The schedule will go into effect beginning February 13, 2010.
2. Based on a majority vote of the affected employees, the attached duty schedule will be adopted with a start time of 0600 hours.

This letter agreement supersedes letter agreement LR 08-071 and LR 10-001.

If this reflects your understanding of the agreement, please so indicate by signing in the space provided below.

Sincerely,

Handwritten signature of Barry H. Koyama in black ink.

Barry H. Koyama
Supervisor, Labor Relations

Agreed:

Handwritten signature of Samuel A. Glero in black ink.

Samuel A. Glero
Business Representative

1/29/2010

Date

CC: Jim Carpenter

Attachments

APPENDIX D



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

January 18, 2011
LR 11-004

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

Subject: Letter Agreement Meeting of January 13, 2011

We met with Ron Saufferer, Randy Swanson, Jim Shelton and IBEW personnel Mike Gallagher, Jeff Duarte, Art Torres, and Julie Shipman to discuss the Senior Electrical Technician ("Elec Tech") upgrade criteria and Electricians performing Doble work. The following is the agreement reached in that meeting.

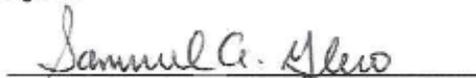
- The current Electrician Job Specification will be revised to reflect this change.
- As needed, Elec Techs may be temporarily upgraded to SMUD's existing classification of Senior Elec Tech. The parties agreed the attached criteria will be used to decide when Elec Techs should be upgraded to the senior classification.
- The parties understand that the Electrician classification will assume performing Doble testing as they become qualified. To accomplish this tasking the following will apply:
 1. As soon as practical, management will begin class room training Electricians to perform Doble testing.
 2. Elec Techs will be assigned to provide on-the-job training for the Electricians on how to perform the Doble testing. While assigned as a trainer the Elec Techs would be upgraded to Sub Foreman.
 3. Once class room training is completed, when call outs are required concerning Doble, an Elec Tech would be called out to oversee Electricians performing Doble work until the Electricians are certified to work alone.

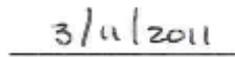
If this is your understanding of our discussions, please so indicate by signing in the space provided below.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst

Agreed:


Samuel A. Glero
Business Representative


Date

APPENDIX D



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

March 24, 2011
LR 11-006

Samuel A. Glero
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

**SUBJECT: Business Rules for Assignment of Overtime for Facilities
Gardeners, Utility Workers, and Custodians**

Dear Sam:

We have met to discuss business rules for assignment of overtime for Facilities Gardeners, Utility Workers, and Custodians classifications. The following is our agreement concerning the assignment of overtime for the following classifications:

Head Gardener
Journey Level Gardeners
Senior Utility Workers
Journey Level Utility Workers
Senior Custodians
Journey Level Custodians

General Principles and Purpose

Assignment of overtime shall be distributed and rotated as equitably as practicable among qualified employees in the same classification who have volunteered to be available. Employees who sign the voluntary sign-up list are making a definite commitment to be readily available for assignments. SMUD will use the employees with the least amount of recorded overtime hours from a ranked recorded list of the accounting period.

Sign-Up Procedures

- Overtime sign-ups will be weekly from Wednesday to Tuesday of the following week.

APPENDIX D

LR 11-006 (Cont'd)

Business Rules For Assignment of
Overtime for Facilities Gardeners, Utility Workers,
& Custodians

Page 2

3/24/2011

- Employees desiring to work voluntary overtime must sign-up at designated locations. (Phone contact is acceptable for employees not reporting to their normal work location that day).
- A new employee or a new volunteer will be given the average number of overtime hours worked by those on the list at that time and will be placed on the list with those hours.

Voluntary Overtime Assignment Administration

- The Facilities Buildings & Grounds Supervisor or designee will assign overtime as needed from the established list.
- The accounting period for record purposes will be from January 1 through December 31 of each year. To start this procedure SMUD seniority will be used.
- All overtime hours will be zeroed out at the end of each year and will start over on January 1. The ranking order will remain the same as it was at the last pay period of the previous year.
- The ranked overtime list will be updated weekly.
- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Volunteer employees with the lowest number of recorded overtime hours will be offered overtime assignments first.
- Personnel on light duty will only be allowed to work overtime if the work is within their restrictions.
- Personnel declining to work overtime in person or by telephone will be charged the number of hours actually worked.
 1. When there is enough work that requires the entire overtime crew to remain until the work is completed, personnel leaving early will be charged for the full time the remaining personnel worked.
 2. In the event that there is not enough work that requires the entire crew to remain until the work is completed, the personnel volunteering to leave early will be charged only for the hours worked up to the time those personnel left.
- An employee who is off on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.

Mandatory Overtime

- When there are insufficient volunteers available for overtime, SMUD will assign employees to work the necessary overtime.
- Mandatory overtime will be assigned first to employees with the lowest recorded overtime hours actually worked.

APPENDIX D

LR 11-006 (Cont'd)

Business Rules For Assignment of
Overtime for Facilities Gardeners, Utility Workers,
& Custodians

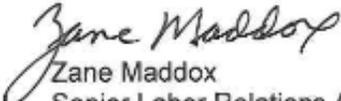
Page 3

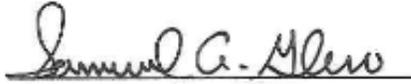
3/24/2011

- An Employee that does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.
- Employees assigned under this section may find a qualified replacement, but will be charged with the actual hours worked.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst


Sam Gleru

3/25/2011
Date

APPENDIX D



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

February 24, 2011
LR 11-007

Samuel A. Glero
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: Business Rules for Assignment of Overtime for Facilities Electricians

Dear Sam:

We have met to discuss business rules for assignment of overtime for Facilities Building Maintenance Mechanic classification. The following is our agreement concerning the assignment of overtime for the following classifications:

Facilities Electrician Foremen/women
Journey Level Facilities Electricians

General Principles and Purpose

Assignment of overtime shall be distributed and rotated as equitably as practicable among qualified employees in the same classification who have volunteered to be available. Employees who sign the voluntary sign-up list are making a definite commitment to be readily available for assignments. SMUD will use the employees with the least amount of recorded overtime hours from a ranked recorded list of the accounting period.

Sign-Up Procedures

- A new employee or a new volunteer will be given the average number of overtime hours worked by those on the list at that time and will be placed on the list with those hours.

Voluntary Overtime Assignment Administration

- The Facilities Craft Supervisor or designee will assign overtime as needed from the established ranked list.

APPENDIX D

LR 11-007 (Cont'd)

- All overtime hours will be zeroed out at the end of each year and will start over on January 1. The ranking order will remain the same as it was at the last pay period of the previous year.
- Two Overtime Lists will be kept, one (1) list for scheduled overtime and one list for Emergency Call Out. The Emergency Call Out list will track all hours worked for Emergency Call Out, Declined overtime, Actual hours worked. The total of those hours will only be calculated on the Emergency Overtime List. This Ranked Emergency Call Out list will be utilized for all emergency call out work.
- The other Scheduled Overtime Ranked List will be used for all other overtime with hours charged as appropriate with the exception of hours accounted for and charged to the Emergency Call Out Overtime List.
- The ranked overtime list will be updated as overtime is worked.
- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Volunteer employees with the lowest number of recorded overtime hours will be offered overtime assignments first.
- Personnel on light duty will only be allowed to work overtime if the work is within their restrictions.
- Personnel will be asked to work overtime between Tuesday and Wednesday or at the earliest possible time.
- When overtime requirements cannot be filled with personnel present, telephone calls to personnel will be made as needed.
- Direct contact must be made by telephone to verify the acceptance or turndown of overtime by the person contacted.
- Personnel declining to work overtime in person or by telephone will be charged the same hours as those worked by others.
 1. When there is enough work that requires the entire overtime crew to remain until the work is completed, personnel leaving early and those who declined the overtime will be charged for the full time the remaining personnel worked
 2. In the event that there is not enough work that requires the entire crew to remain until the work is completed, the personnel volunteering to leave early will be charged only for the hours worked up to the time those personnel left work.
- Overtime required that is a continuation of shift will result in personnel being charged overtime hours worked. In the case of end of shift overtime for job continuity purposes, crew members with the foreman will take priority over the overtime list.
- For pre-arranged overtime work involving a job assigned to a foreman during the week, the assigned foreman will be asked to work first. If he accepts, journeymen will be selected with the least amount of overtime.
 1. If the assigned foreman declines, the remaining foreman will be asked to work in the order of who has the least amount of overtime. In this case, journeymen will be selected in the order they are ranked on the list.

APPENDIX D

LR 11-007 (Cont'd)

Business Rules for Assignment of
Overtime for Facilities Electricians

Page 3

3/24/2011

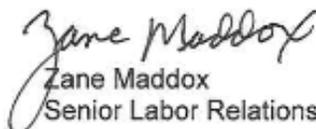
- If no foremen are available to work overtime for job continuity purposes, the journeymen working for the assigned foremen will be offered an upgrade to work in the order they are ranked on the list.
- Once the foreman is established, the remaining personnel will be asked in ranked order from the list. If no one from the original crew is available or accepts the upgrade, the list will be used to select an upgraded foreman and crew in order they are ranked on the list.
- An employee who is off on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.
- A new employee or a new volunteer will be given the average number of overtime hours worked by those on the list at that time and will be placed on the list with those hours.

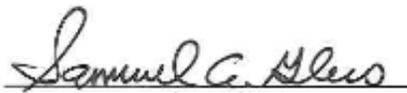
Mandatory Overtime

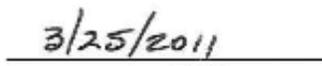
- When there are insufficient volunteers available for overtime, the District will assign employees to work the necessary overtime.
- Mandatory overtime will be assigned first to employees with the lowest recorded overtime hours actually worked.
- An Employee that does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.
- Employees assigned under this section may find a qualified replacement, but will be charged with the actual hours worked.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst


Sam Giero


Date

APPENDIX D



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

March 23, 2012
LR 12-019

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter of Understanding to reduce the Custodian
Classification Staffing Level from between two and six positions

Dear Sam:

We have met to discuss the reduction of the staffing level of the custodian classifications (Sr. Custodian, Custodian 1/, and Facilities Custodian). The following is our agreement:

- This binding agreement is entered into by both parties in the interest of meeting the operational needs of the Sacramento Municipal Utility District (SMUD).
- This agreement becomes effective March 23, 2012.
- The parties agree that the provisions of this Agreement supersede the entire provisions of Article 31.12 of the MOU between SMUD and IBEW Local 1245 and its successors. Any disputes, which may arise regarding this Agreement, will be resolved through the grievance arbitration procedure contained in Article 15 of the MOU and its successors.
- SMUD is free to enter into contracts with third party custodial operations to provide services for SMUD's facilities.
- No regular Civil Service employee filling a permanent position in the Custodial position will be laid off as a result of this Agreement.
- All of the terms and conditions of this agreement shall remain in effect for the duration of this agreement unless mutually modified or rescinded in writing by the parties.
- This letter Agreement is entered into without prejudice and is not precedent setting.
- Eligible employees in the affected classifications will be eligible for a Separation Package as defined below:
 - Minimum of six (6) weeks pay; one (1) additional week of pay, not to exceed twenty-six (26), for every full year of service over five (5) years.
 - \$75 per week in lieu of retiree medical for each week of severance pay (maximum 26 weeks) for those not eligible for retirement.
 - Provide outplacement services, if needed.

Eligible Employees:

APPENDIX D

LR 12-019 (Cont'd)

LR 12-019
Reduction of Custodian Positions

Page 2

3/23/2012

- This separation package will be made available to all SMUD Civil Service employees holding the custodian classification, regardless of retirement eligibility, who elect to separate from SMUD, in good standing no later than April 17, 2013.
- Employees must make a decision to accept the separation package not later than April 17, 2013 and must retire by June 1, 2013
- Additionally, the custodian classifications will be added to the Talent Retention Program to grant employees hiring preference when applying for other positions in the organization. For regular full-time Facilities Custodians, the Custodian 1/ pay scale will be used as the basis for Talent Retention Program eligibility.

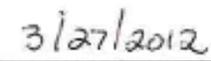
Please indicate your concurrence and agreement in the space provided below.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst



Sam Giero
IBEW Business Representative



Date

APPENDIX D



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

April 9, 2012
LR 12-023

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter Agreement - Power System Operators Overtime Procedures

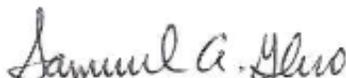
Dear Sam:

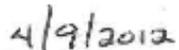
We have met to discuss the Power System Operators Overtime Procedures.
We have agreed to adopt the procedures as outlined in the attachment.

Please indicate your concurrence and agreement in the space provided below.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst


Sam Glero
IBEW Business Representative


Date

Attachment

APPENDIX D

LR 12-023 (Cont'd)

LR 12-023
PSOs Overtime Procedures

Page 2

3/23/2012

REAL-TIME PSO OVERTIME PROCEDURES

The following guidelines outline how overtime will be administered and recorded to ensure that each employee is treated fairly and attempt to recruit volunteers first. This will ensure that each Power System Operator, PSO, is offered an equal amount of overtime, as equally as practicable per the MOU, on a continuous basis. This policy may be changed at any time with the consensus of a majority of the PSOs affected by this policy or by management based on the needs of the SMUD.

- Two separate overtime lists will be kept Power System operator I/II and Shift Senior Power System Operator. These will be kept on line with the PSO schedule.
- Overtime will be authorized to ensure that the minimum shift compliment as specified by the Supervisor, Power System Operations, normally 1-Shift Senior and 3-PSO I/II, is maintained and that a gas pipeline qualified PSO is on shift.
- The Supervisor, Power System Operations will follow this policy in filling pre scheduled overtime shifts.
- Minimum staffing levels can be modified with the approval of the Supervisor, Power System Operations.
- The Shift Senior PSO shall determine if someone is needed to be called out due to someone calling in sick or not being able to report for work.
- Relief shift PSO's are to report to work at normal start time (i.e. 0545), ready to cover shift if needed, unless otherwise prearranged.
- Overtime will not be offered to a PSO unless he/she is qualified to operate one or more of the following: Transmission, Interchange Authority, or Generation desks. Once qualified he/she will receive a number of hours in his/her overtime record that is equal to the average of all the other operators on his/her list.
- Overtime will be offered to the affected classification first before moving to others. Example: If a PSO I/II position is vacant all available & qualified PSO I/II will be contacted before offering overtime to Shift Senior PSO.
- Over time will be recorded based on actual hours worked. Travel time and meal time will not be recorded.
- DTI and holiday premium will not be recorded.

APPENDIX D

LR 12-023 (Cont'd)

LR 12-023
PSOs Overtime Procedures

Page 3

3/23/2012

- Red Time will be recorded if overtime is offered and declined. Generally 12 hrs if it was to cover a normal shift. However, red time recorded will never be more than the actual overtime hours worked.
- No excuse for turning down overtime will be accepted as a reason not to receive red time.
- Up to 24 hours of red time can be recorded on a single day if the PSO is offered OT for both the day & night shifts and refuses both.
- If a PSO is out of town (OOT) and therefore, unavailable, this can be documented in the PSO work schedule. A PSO designated "OOT" will not be called for overtime.
- Red time can be given to two or more PSO's for the same offering.
- Red time will be erased if it has been recorded and then the overtime canceled.
- Overtime will be offered to the qualified PSO with the lowest overtime hours first. If that operator declines or can not be contacted the next lowest PSO on the overtime list will be contacted and so on until someone accepts.
- Red time will not be given unless the PSO is actually spoken with, either in person or by phone. No red time will be given for messages left on an answering machine or with a person other than the PSO.
- All attempts to contact and contacts for offers of overtime shall be recorded in the PSO log so that a record can be kept of the contact.
- A PSO may be assigned to a special project that requires overtime. He/she may receive all the OT hours associated with the special project without consideration of the overtime list. Any overtime hours will be recorded in the OT record.
- At the end of the year the overtime record will be updated. The PSO with the lowest hours will be reset to zero. All other PSOs will have their hours reset to the difference between the lowest PSOs and their total. This will assure overtime hours are offered equally continuously.

APPENDIX D

LR 12-023 (Cont'd)

LR 12-023
PSOs Overtime Procedures

Page 4

3/23/2012

Process

- A need arises to make an overtime callout.
- If vacancy is during the week for a (non holiday) dayshift, check to see if a relief PSO is scheduled that day. If a relief is scheduled he/she will cover shift. Senior PSO may notify relief PSO prior to shift, as a courtesy.
- If vacancy is on the weekend, holiday or at night, attempt to contact the PSO with the lowest overtime hours first. When contact is made, inform the PSO that he/she is requested to report to work to cover the shift. If PSO declines to work, give the PSO red time
- If no contact was made but a message was left for a PSO, wait 5-10 minutes for PSO to respond, before calling the next PSO. Exception: A PSO is needed immediately for a system conditions.
- Call the next PSO with the lowest hours and ask he/she to report to work to cover the shift. If he/she declines give him/her red time.
- Continue to call until a PSO accepts. When a PSO accepts, record the overtime hours in the record.
- If no PSO can be contacted or volunteers then Shift Senior PSOs can be contacted in order.
- If no other possibilities for shift coverage are available the shift may be covered by PSO working a double shift or split by two on shift PSOs or Senior PSOs. Either of these options will require the Supervisor, Power System Operations approval to work in excess of 16 hours.
- A PSO II may be time card upgraded to Senior PSO, as a last resort, with the permission of the Supervisor, Power System Operations.

Appendix D

Powering forward. Together.



Samuel A. Glero
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

**SUBJECT: Letter Agreement to Change Retirement Formula in 2013 MOU
from 2%@60 to 2%@62**

Dear Sam:

During our negotiations for a successor MOU, the parties agreed to the following language addition to Article 30.5.E:

Effective 1/1/2013, all IBEW represented employees hired on or after 1/1/2013 will have a retirement formula of 2%@60 contingent upon SMUD negotiating the same or similar provision into the next Memorandum Of Understanding with the Organization of SMUD Employees (OSE).

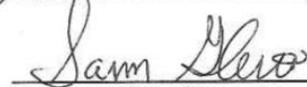
After signing of our agreement the California Legislature passed a bill requiring all public agencies hiring new employees after January 1, 2013 will not offer a retirement formula less than 2%@62 to newly hired public employees. As a result, we have agreed to change the language to read as follows:

Effective 1/1/2013, all IBEW represented employees hired on or after 1/1/2013 will have a retirement formula of 2%@62 contingent upon SMUD negotiating the same or similar provision into the next Memorandum Of Understanding with the Organization of SMUD Employees (OSE).

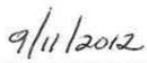
If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst



Sam Glero
Business Representative



Date

APPENDIX D

Powering forward. Together.



September 21, 2012
LR 12-038

Samuel A. Glero
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: Letter Agreement to Change New Hired Employees' Starting Pay Rates

Dear Sam:

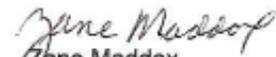
During our negotiations for a successor MOU, the parties agreed to meet and confer over new pay rates for newly hired IBEW-represented employees hired beginning January 1, 2013. The successor MOU was ratified. Since then, we have met several times to discuss this issue. During our discussions, the IBEW submitted several counter proposals to the attached wage chart. SMUD management has thoroughly reviewed and considered each proposal. It is believed that it would be in the best interest of SMUD that the original proposal be placed into affect. Therefore, it is agreed that:

- Beginning January 1, 2013, all new employees hired into the classifications shown in the attachment to this agreement will be hired at the pay rates listed.
- This change will not affect current employees and their wage rates will remain as is when transferring into new IBEW classifications or promotions.

The Letter Agreement is entered into without prejudice and is non precedent setting.

If the foregoing reflects your understanding of our discussions, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst



Sam Glero
Business Representative



Date

Attachment

APPENDIX D

LR 12-038 (Cont'd)

Job Id	Job Title	Pay Scale Group	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step10
TBD	BLDG MAINT FRMN/WN LT	IBEW908D	42.48									
50051566	BLDG MAINT FRMN/WN,LT 1/	IBEW937*	49.99									
50099276	BLDG MAINT FRMN/WN,LT OC	IBEW939A	52.95									
TBD	BLDG MAINT MECH	IBEW872G	37.13									
50051567	BLDG MAINT MECH 1/	IBEW908*	43.70									
TBD	BLDG MAINT MECH APPR	IBEW851J	24.13	25.53	26.91	28.31	29.69	31.09	32.49	33.88	35.28	
50083184	BLDG MAINT MECH APPR 1/	IBEW879F	28.40	30.05	31.67	33.32	34.95	36.59	38.24	39.87	41.52	
TBD	BLDG MAINT SBFMN/WN	IBEW888K	39.96									
50051569	BLDG MAINT SBFMN/WN 1/	IBEW922*	47.04									
50051564	BODY-FENDER MECH	IBEW884*	39.87									
50051586	CABLE LOCATOR	IBEW873G	34.27	34.99	35.98	36.90	37.59					
50051574	CABLE SPLC/ELEC	IBEW923*	47.10									
50083188	CABLE SPLC/ELEC APPR	IBEW909A	30.63	32.38	34.14	35.90	37.69	39.46	41.21	42.98	44.74	
50051577	CABLE SPLC/ELEC FR,LT	IBEW942*	53.06									
50051583	CALIBRATION TECH	IBEW925*	47.37									
50051599	CIVIL MAINT FRMN/WN, LT	IBEW937*	49.99									
50051587	COMBUST TURBINE FRMN/WN	IBEW945*	53.23									
50051588	COMBUST TURBINE TECH	IBEW917*	45.73									
50051610	CRAFTS HELPER	IBEW828G	23.41	24.48	26.36	28.16	30.15					
50051617	CUSTODIAN 1/	IBEW800G	23.04	24.07	25.17	26.35						
TBD	DISTRBUTN SYSTEM OPER I	IBEW887J	40.25	41.27	42.33	43.44	44.53	45.67	46.83	48.08	49.30	
50051628	DISTRBUTN SYSTEM OPER I 1/	IBEW969A	47.03	48.22	49.46	50.75	52.02	53.36	54.71	56.17	57.61	
TBD	DISTRBUTN SYSTEM OPER II	IBEW945N	52.50									
50051629	DISTRBUTN SYSTEM OPER II 1/	IBEW977*	61.34									
50099538	ELEC FRMN/WN, LT	IBEW941*	51.96									
50051653	ELECTRICAL TECH	IBEW937A	50.65									
50089229	ELECTRICAL TECH APPR	IBEW928B	32.90	34.83	36.71	38.61	40.52	42.44	44.31	46.23	48.12	
50092679	ELECTRICAL TECH FRMN/WN, LT	IBEW970A	57.95									
50099277	ELECTRICAL TECH FRMN/WN, LT OC	IBEW970O	59.08									
50091431	ELECTRICAL TECH SUBFRMN/WM	IBEW941C	54.56									
50120394	ELECTRICAL TEST & REPAIR SPCLST	IBEW939A	52.95									
50051647	ELECTRICIAN	IBEW916*	45.40									
50051648	ELECTRICIAN APPR	IBEW880*	29.51	31.47	33.40	35.34	37.29	39.24	41.16	43.12		
50051659	EQUIP OPER	IBEW858*	35.57									
50099209	FACILITIES CUSTODIAN	IBEW792*	17.94	19.31	20.86	22.44						
50117605	FACILITIES ELEC FRMN/WN,LT	IBEW941*	51.96									
50093182	FAULT LOCATOR	IBEW941R	52.91									
50101800	FIELD SUPPORT TECH W/CL A	IBEW888C	36.90	37.85	38.81	39.80						
50051695	GARAGE ATTENDANT 1/	IBEW845G	29.10	29.79	30.43	31.82	32.78					
TBD	GARDENER	IBEW877J	27.29	27.98	28.57							
50051700	GARDENER 1/	IBEW848G	31.91	32.72	33.40							
50097100	GAS CONTROL TECH	IBEW924*	47.25									
50124993	GAS CONTROL TECH (E)	IBEW912E	30.78	32.81	34.85	36.87	38.92	40.94	42.97	45.00		
50051690	GAS PIPELINE FIELDPERSON	IBEW873G	34.27	34.99	35.98	36.90	37.59					
50052175	HAZ WASTE FRMN/WN, LT	IBEW912*	44.78									
50055201	HAZARD WASTE TECH	IBEW874H	23.04	24.07	32.35	32.78	33.86	34.94	36.20	37.99		

APPENDIX D

LR 12-038 (Cont'd)

Job Id	Job Title	Pay Scale Group	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step10
50119981	HAZARD WASTE TECH OC	IBEW886*	39.95									
TBD	HEAD GARDENER	IBEW919D	30.75									
50051703	HEAD GARDENER 1/	IBEW863*	35.96									
50099375	HIGH VOLTAGE TEST TECH	IBEW921*	46.69									
50083171	HVY DUTY EQ OP	IBEW893*	41.64									
50051706	HVY DUTY EQ OP APPR	IBEW877*	27.07	28.84	30.64	32.41	34.19	35.98	37.75	39.54		
50092744	HVY DUTY EQ OP FRMN/WN, LT	IBEW922L	47.63									
50099278	HVY DUTY EQ OP FRMN/WN, LT OC	IBEW937*	49.99									
50099279	HYD ELEC FRMN/WN, LT OC	IBEW941C	54.56									
50051712	HYD ELEC FRMN/WN,LT	IBEW941*	51.96									
50099894	HYD ELEC OP FRMN/WN,LT	IBEW945*	53.23									
50099280	HYD FLD TECH FRMN/WN, LT OC	IBEW938A	51.53									
50098810	HYD FLD TECH FRMN/WN,LT	IBEW927B	48.12									
50099281	HYD MECH FRMN/WN, LT OC	IBEW939A	52.95									
50051720	HYD MECH FRMN/WN,LT	IBEW937*	49.99									
TBD	HYD OPER	IBEW917C	44.43									
50051723	HYD OPER 1/	IBEW927F	48.38									
TBD	HYD OPER APPR	IBEW820B	28.89	30.78	32.69	34.59	36.51	38.39	40.30	42.21		
50083173	HYD OPER APPR 1/	IBEW919A	31.46	33.52	35.59	37.67	39.75	41.80	43.88	45.96		
TBD	HYD OPER FRMN/WN	IBEW941A	53.14									
50114860	HYD OPER FRMN/WN 1/	IBEW970*	57.85									
50051727	HYD OVERHAUL FRMN/WN	IBEW945*	53.23									
50051735	HYDROGRAPHY FIELD TECH	IBEW895*	25.54	26.64	35.89	36.37	37.50	38.72	40.15	42.01		
50051739	I&C TECH	IBEW925*	47.37									
50083174	I&C TECH APPR	IBEW912B	30.76	32.56	34.35	36.11	37.89	39.67	41.44	43.21	45.00	
50051743	INSTRUCTOR	IBEW938A	51.53									
50051759	LEAD CUSTODIAN	IBEW838*	31.71									
50051760	LEAD TOOL REPAIRER	IBEW901*	42.34									
50154184	LEAD VEHICLE MECH	IBEW888D	39.49									
50051761	LEAD VEHICLE MECH 1/	IBEW904*	43.13									
50083472	LINE CONST FRMN/WN	IBEW976*	59.92									
TBD	LINE EQUIP OPER	IBEW862D	34.87									
50106535	LINE EQUIP OPER 1/	IBEW898*	41.64									
50151391	LINE EQUIP OPER ASST 1/	IBEW872*	37.44									
50151323	LINE EQUIP OPER ASST 1//	IBEW872L	38.12									
50051767	LINE FRMN/WN LT	IBEW965R	56.30									
TBD	LINE INSPECTOR I	IBEW887M	40.39									
50142318	LINE INSPECTOR I 1/	IBEW933*	49.55									
TBD	LINE INSPECTOR II	IBEW908H	43.12									
50108831	LINE INSPECTOR II 1/	IBEW941R	52.91									
50051770	LINE SUBFRMN/WN	IBEW941R	52.91									
50136767	LINEMAN/WN W/HELI	IBEW933Y	52.03									
50083463	LINEMN/WN	IBEW933*	49.55									
50083460	LINEMN/WN-APPR	IBEW922R	32.21	34.34	36.45	38.57	40.69	42.82	44.95	47.07		
TBD	MAINT CARPENTER	IBEW865*	36.50									
50051805	MAINT CARPENTER 1/	IBEW908*	43.70									

APPENDIX D

LR 12-038 (Cont'd)

Job Id	Job Title	Pay Scale Group	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step10
TBD	MAINT CARPENTER APPR	IBEW851E	23.73	25.10	26.46	27.84	29.19	30.57	31.95	33.30	34.69	
50083233	MAINT CARPENTER APPR 1/	IBEW879F	28.40	30.05	31.67	33.32	34.95	36.59	38.24	39.87	41.52	
TBD	MAINT CARPENTER FRMN/WN, LT	IBEW901K	41.76									
50115406	MAINT CARPENTER FRMN/WN, LT 1/	IBEW937*	49.99									
TBD	MAINT CARPENTER SUBFRMN/WN	IBEW887D	39.29									
50051806	MAINT CARPENTER SUBFRMN/WN 1/	IBEW922*	47.04									
TBD	MATERIAL SPCLST I	IBEW793*	19.53	22.52	25.52	28.53						
50099003	MATERIAL SPCLST I 1/	IBEW851*	23.33	26.91	30.49	34.08						
TBD	MATERIAL SPCLST II	IBEW912D	30.02									
50051787	MATERIAL SPCLST II 1/	IBEW862*	35.88									
TBD	MATERIAL SPCLST III	IBEW928D	32.78									
50052074	MATERIAL SPCLST III 1/	IBEW878L	39.18									
TBD	MATERIAL SPCLST IV	IBEW858B	34.84									
50052170	MATERIAL SPCLST IV 1/	IBEW893*	41.64									
TBD	MECHANIC	IBEW865*	36.50									
50051791	MECHANIC 1/	IBEW884*	39.87									
TBD	MECHANICAL FRMN/WM,LT	IBEW921G	45.77									
50099004	MECHANICAL FRMN/WM,LT 1/	IBEW937*	49.99									
50120658	METER INSTALLER	IBEW843*	31.66	32.44								
50150665	METER INSTALLER - QEWF	IBEW912E	30.78	32.81	34.85	36.87	38.92	40.94	42.97	45.00		
50051796	METER TECH	IBEW925*	47.37									
50051797	METER TECH APPR	IBEW912E	30.78	32.81	34.85	36.87	38.92	40.94	42.97	45.00		
50149599	METER TESTER	IBEW820*	29.57									
50051839	NTWK CABLE FRMN/WN, LT	IBEW941*	51.96									
50051841	NTWK ELEC FRMN/WN,LT	IBEW941*	51.96									
50051844	NTWK ELEC SUBFRMN/WN	IBEW927D	48.91									
50051858	PARK MAINT WORKER	IBEW800G	23.04	24.07	25.17	26.35						
50051860	PLANT MECH	IBEW908*	43.70									
50083241	PLANT MECH APPR	IBEW879E	28.40	30.28	32.15	34.02	35.89	37.76	39.64	41.52		
50100942	PLANT MECH WELDER	IBEW920*	46.44									
TBD	POWER SYS OPER (E)	IBEW901D	41.37	42.41	43.47	44.58	45.67					
50090560	POWER SYS OPER (E) 1/	IBEW955*	50.45	51.72	53.01	54.36	55.70					
TBD	POWER SYS OPER I	IBEW921D	45.67	46.81	48.00	49.21	50.44	51.69	52.98	54.33	55.67	
50051906	POWER SYS OPER I 1/	IBEW980*	55.70	57.08	58.54	60.00	61.51	63.04	64.61	66.25	67.89	
TBD	POWER SYS OPER II	IBEW976A	58.45									
50051907	POWER SYS OPER II 1/	IBEW986*	71.27									
TBD	POWER SYS OPER-IN-TRNG	IBEW903B	25.37	26.00	26.46	27.33	28.01	28.71	29.43	30.16		
50133450	POWER SYS OPER-IN-TRNG 1/	IBEW868*	30.93	31.71	32.26	33.32	34.16	35.01	35.89	36.78		
50051888	PRE-APPR LINEMN/WN	IBEW830*	24.31	25.41	27.37	29.25	31.28					
TBD	REVENUE PROTECTION REP(IBEWF)	IBEW873N	34.00	35.07	36.32	38.03						
50051920	REVENUE PROTECTION REP(IBEWF) 1/	IBEW903A	38.29	39.50	40.91	42.83						
TBD	SHIFT SR POWER SYSTEM OPER	IBEW991*	61.38									
50115207	SHIFT SR POWER SYSTEM OPER 1/	IBEW990*	74.85									
50120609	SR CABLE LOCATOR	IBEW888X	40.55									
50052037	SR CALIBRATION TECH	IBEW937A	50.65									
50052040	SR CUSTODIAN	IBEW814*	28.13									

APPENDIX D

LR 12-038 (Cont'd)

Job Id	Job Title	Pay Scale Group	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step10
50137575	SR ELECTRICAL TECH	IBEW960*	56.00									
TBD	SR HYD OPER	IBEW931A	48.00									
50118747	SR HYD OPER 1/	IBEW941B	52.26									
TBD	SR LINE INSPECTOR	IBEW922*	45.89									
50122845	SR LINE INSPECTOR 1/	IBEW965R	56.30									
50052079	SR METER TECH	IBEW937A	50.65									
50085328	SR PARK MAINT WORKER	IBEW814*	28.13									
TBD	SR POWER SYSTEM OPERATOR	IBEW991*	61.38									
50112454	SR POWER SYSTEM OPERATOR 1/	IBEW990*	74.85									
50052096	SR RADWASTE HANDLER	IBEW884*	39.87									
TBD	SR TELECOMM TECH	IBEW922G	46.38									
50052107	SR TELECOMM TECH 1/	IBEW939*	51.69									
TBD	SR TELEPHONE TECH	IBEW922G	46.38									
50100561	SR TELEPHONE TECH 1/	IBEW939*	51.69									
50052109	SR TOOL REPAIRER	IBEW922*	47.04									
50052114	SR TROUBLESHOOTER	IBEW965R	56.30									
50116120	SR UTILITY WORKER	IBEW817*	24.74	25.80	26.93	28.01	29.22					
TBD	SR VEHICLE MECH	IBEW874B	37.04									
50083253	SR VEHICLE MECH 1/	IBEW887*	40.46									
TBD	STATION RECORDER	IBEW861*	23.95	25.06	32.28	33.67	35.75					
50151393	STATION RECORDER 1/	IBEW872*	37.44									
50091428	SUBSTATN CONSTR FRMN/WM	IBEW945*	53.23									
50051929	SUBSTATN FRMN/WN,LT	IBEW941*	51.96									
50051932	SUBSTATN SUBFRMN/WM	IBEW927D	48.91									
50125721	SUBSTATN TECHNICIAN	IBEW828G	23.41	24.48	26.36	28.16	30.15					
TBD	TELECOMM TECH	IBEW915A	43.73									
50052125	TELECOMM TECH 1/	IBEW928*	48.73									
TBD	TELECOMM TECH APPR	IBEW845A	28.42	31.05	33.68	36.30	38.92	41.53				
50083255	TELECOMM TECH APPR 1/	IBEW921A	31.67	34.60	37.54	40.45	43.37	46.29				
TBD	TELEPHONE TECH	IBEW915A	43.73									
50100560	TELEPHONE TECH 1/	IBEW928*	48.73									
TBD	TELEPHONE TECH APPR	IBEW845A	28.42	31.05	33.68	36.30	38.92	41.53				
50100562	TELEPHONE TECH APPR 1/	IBEW921A	31.67	34.60	37.54	40.45	43.37	46.29				
50052131	TOOL REPAIRER	IBEW874G	33.86	34.94	36.20	37.99						
50086933	TOOL ROOM FRMN/WM	IBEW936*	49.87									
TBD	TREE TRIMMER PLANNER	IBEW878G	38.44									
50052143	TREE TRIMMER PLANNER 1/	IBEW901*	42.34									
50052134	TROUBLESHOOTER	IBEW941R	52.91									
50151422	UTILITY ASSISTANT	IBEW785*	14.35	16.40								
50083807	UTILITY COMPLIANCE SPECIALIST	IBEW828G	23.41	24.48	26.36	28.16	30.15					
50151392	UTILITY COMPLIANCE SPECIALIST 1/	IBEW872*	37.44									
50151322	UTILITY COMPLIANCE SPECIALIST 1//	IBEW872L	38.12									
	UTILITY CREW FRMN/WM		39.87									
50052155	UTILITY WORKER	IBEW802G	23.41	24.48	25.54	26.61						
TBD	VEGETATION MANAGEMENT SPECIALIST	IBEW878G	38.44									
50052158	VEHICLE ATTENDANT	IBEW816G	24.17	25.19	26.32	27.42	28.60					

Job Id	Job Title	Pay Scale Group	Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step10
50099030	VEHICLE MAINT AIDE	IBEW790*	17.23	21.26								
TBD	VEHICLE MECH	IBEW858A	34.78									
50052160	VEHICLE MECH 1/	IBEW874*	37.99									
TBD	VEHICLE MECH APPR		22.23	23.76	25.27	26.79	28.32	29.82	31.37	32.86		
	VEHICLE MECH APPR 1/		24.69	26.32	27.95	29.58	31.21	32.84	34.47	36.10		
TBD	VEHICLE MECH WELDER		36.37									
	VEHICLE MECH WELDER 1/		39.87									
TBD	VEHICLE MECH WELDER APPR		23.41	24.99	26.59	28.17	29.78	31.36	32.95	34.53		
	VEHICLE MECH WELDER APPR 1/		25.68	27.39	29.14	30.88	32.63	34.35	36.10	37.82		
50092375	VEHICLE WASHER	IBEW780*	11.73	12.97	13.81							

* 2013 Class A Premium = .68/hr
* 2013 HAZ Premium = .79/hr
* 2013 Crane Premium = 1.55/hr

Appendix D

Powering forward. Together.



March 20, 2013
LR 13-003

Samuel A. Giero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter Agreement Regarding the SMUD Fire Resistant Clothing Program

Dear Sam:

In accordance with Article 31.4 of the IBEW/SMUD MOU, certain IBEW represented employee classifications are required to wear fire resistant clothing while performing assigned work. Therefore, SMUD provides the means for those employees to acquire Flame Resistant Clothing. A list of the classifications required to wear the FRC is found in Article 31.4 of the MOU. We have met to discuss the clothing allotment and purchasing procedures to be established for the clothing. After discussion, we agreed that the following language will be added to Article 31.4 of the MOU.

Article 31.4.B -

Each Business Unit with personnel in classifications that require the wearing of the Flame Resistant Clothing will establish the initial Flame Resistant Clothing allotment and subsequent clothing requirements.

Additionally, each Business Unit will establish procedures for the purchase of the Flame Resistant Clothing by assigned employees.

This agreement supersedes Letter Agreement LR 12-007

If this is your understanding of our discussions, please so indicate by signing in the space provided below.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst

Agreed:


Samuel A. Giero
Business Representative



Date

Appendix D

Powering forward. Together.



February 8, 2012
LR 13-008

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter Agreement to Change Retiree COLA and Enhancement to the Survivor Continuance Benefit – Memorandum of Understanding between IBEW Local 1245 Employees and SMUD

Dear Sam:

During our 2012 negotiations for a successor MOU, the parties agreed that effective January 1, 2013, new employees (as defined by California Government Code section 7522.04(e)) will receive a retirement benefit through the California Public Employees Retirement System (CalPERS) based on the three highest years of compensation and a formula of 2% @ 62 consistent with SMUD's CalPERS contract, as amended from time to time, and the California Public Employees' Pension Reform Act of 2013. After discussion, we have agreed to augment the understanding expressed in the MOU as follows:

1. New employees (as defined by Section 7522.04(e)) hired between January 1, 2013 and December 31, 2013 will receive the same not-to-exceed 5% Retiree COLA applicable to employees hired prior to January 1, 2013 and will also receive the same Survivor Continuance Benefit Enhancement applicable to employees hired prior to January 1, 2013.
2. New employees (as defined in Section 7522.04(e)) hired on or after January 1, 2014 will receive a not-to-exceed 3% Retiree COLA and no enhancement to the Survivor Continuance Benefit. This Letter Agreement will be effective only if:
 - the changes to the Retiree COLA and Survivor Enhancement Benefit described in Section 2 above are also made applicable to SMUD's unrepresented employees and employees represented by the Organization of SMUD Employees; and,

Appendix D

LR 13-008 (Cont'd)

Letter Agreement
LR 13-008

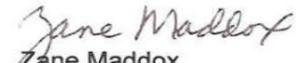
Page 2

2/8/2013

- SMUD CalPERS contract is amended to reflect the changes to the Retiree COLA and Survivor Enhancement Benefit.

If the foregoing reflects your understanding of our discussions, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst



Samuel A. Glero
Business Representative



Date

APPENDIX D



April 4, 2013
LR 13-012

Samuel A. Glerio
Business Representative
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter Agreement for Headquarters Consolidation for General Services Facilities IBEW Represented Employees

Dear Mr. Glerio:

We have met several times to discuss the Headquarters Consolidation for General Service Facilities IBEW represented employees. As a result of our discussions, we have agreed that it would be beneficial to have one operational reporting site that encompasses the current Headquarters campus and the new EC-OC facility. As a result we have agreed to the following:

- To have one (1) Overtime List/Call-out list that covers both sites (as described in the current letter of agreement LR 11-008).
- One set of minimum staffing levels that covers both sites so that vacations can be determined using a larger pool.
- The reporting locations would be assigned but, in the event of needed coverage at the other not usual reporting location, the employee need not report to the other campus at the start of the work day but, could do so if it was closer to the employee's home.
- Job postings are handled internally first with the employees from either campus having the right to switch locations without an interview. The choice would be made by volunteers and seniority. In the event management decides to reevaluate the staffing levels at a future date, the positions would be posted and a bidding process would take place based on volunteers and seniority.
- Eighteen (18) months after June 1, 2013, employees can change locations so long as it is mutually agreed between employees. There will be no bumping.
- Eighteen (18) months after June 1, 2013, a reevaluation of the practices of the letter will take place and then again at the end of the current MOU. A committee will be formed 30 days prior, to meet and discuss any concerns or wanted changes to the agreement.
- To ensure safety and competence, Management will make every effort to provide familiarization training and support to all employees so that they are able to respond appropriately and safely to perform their work effort at both locations. However, not every person will be trained on every piece of equipment as a large portion of that equipment is standard.
- Management has committed that prior to merger of Electrical and Building maintenance shop personnel at the Central Plant, modifications to the shop areas (additional benches, lockers, and tool storage) will be completed.

APPENDIX D

LR 13-012 (Cont'd)

LR 13-012
Letter Agreement

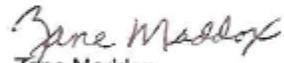
Page 2

4/3/2013

- For safety and communication, the ability to meet by video will be added to both locations once the move into the EC-OC is completed.
- To ensure equity, management will ensure the Overtime List hours will be viewable online and posting should be able to occur in each location.

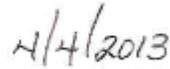
If this meets with your approval, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Zane Maddox
Senior Labor Relations Analyst



Samuel A. Glero
Business Representative



DATE

APPENDIX D

Powering forward. Together.



April 30, 2014
LR 14-013

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 9569

SUBJECT: Letter Agreement – Management Will Create a Training Program for the
Telecommunications Technician Classification

Dear Mr. Glero:

We have met with Mike Deis, Manager Substations, Telecom, & Metering Assets, and Frank Piscitelli, Supervisor, Telecommunications O&M, to discuss the above captioned subject. Recognizing the difficulty in hiring personnel with enough experience to fill Telecom Tech positions, we have agreed to the following.

Management has developed a training program that will provide on the job and formal training to Telecommunication Technician Level 1 (Telecom Tech 1) in equipment areas that they lack journey level experience. This training will provide the experience for the Telecom Tech 1 to autonomously test, install and repair all of SMUD's telecommunications equipment and systems. Once the training is completed, the level 1 personnel will be qualified to progress to level 2. There is no minimum time frame for progression. It is, however, anticipated that the training program can be completed in two years. Progression is strictly based on the individual's knowledge, skills and abilities in relation to the varied Telecommunication systems.

Management has developed position descriptions for the new Telecom Tech 1 and Telecom Tech 2 classifications, which will replace the current Telecom Tech classification. The Tech 1 pay rate will start at the 2013 established pay scale and through the training program, progress to the Telecom Tech 2 pay scale, which is the current pay scale of the old Telecom Tech classification.

Employees who are current Journey level Telecom Techs hired prior to January 1, 2013 will be converted to the new Telecom Tech 2 classification.

If this reflects your understanding of our agreement, please sign in the space provided below and return a signed copy to Labor Relations.

Sincerely,

Zane Maddox
Zane Maddox
Senior Labor Relations Analyst

Agreed:

Sam Glero

Samuel A. Glero
Business Representative

4/30/2014

Date

APPENDIX D

Powering forward. Together.



March 1, 2016
LR 16-002

Samuel A. Glero
Business Representative
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Troubleshooter Residency Requirement

Dear Mr. Glero:

We have met to discuss the new residency requirement for the Troubleshooter classification. The new requirement added to the job description requires that Troubleshooter employees live within a 25-mile radius of the SMUD ECOC campus. As a result of our discussions, we have agreed that all current Troubleshooters as of the date of this agreement will be grandfathered in and do not have to meet this residency requirement with his/her current residence. However, if a grandfathered employee chooses to move his/her current residence, s/he will need to meet this residency requirement.

If this reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,

A handwritten signature in blue ink that reads "Jenn Dibble".

Jenn Dibble
Senior Labor Relations Analyst

A handwritten signature in blue ink that reads "Sam Glero".

Sam Glero

A handwritten date in blue ink that reads "3/2/2016".

Date

APPENDIX D

Powering forward. Together.



August 31, 2016
LR 16-019

Samuel A. Glero
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

Subject: Revised Letter Agreement on Selection of Personnel for
Troubleshooter Work Areas

As a result of our agreement that all IBEW-represented employees hired on or after January 1, 2013 will be required to serve a 12 month probationary period, we met to discuss updating our Letter Agreement 15-015. During our meeting, we agreed to change the language of the third bullet as follows:

- As work areas become available, Troubleshooters will be allowed to volunteer for the vacant work area.
- If there are multiple volunteers, the volunteer with the longest continuous time in the Troubleshooter classification will be selected for the work area in accordance with business needs that promote operational efficiency. Work assignment changes will be evaluated on a case by case basis.
- Personnel, who temporarily leave the Troubleshooter classification for less than 6 months, retain the right to reclaim the area held prior to leaving. Once the shift is vacated more than 6 months, the right to reclaim it is forfeited and the shift will go out to bid. Personnel, who permanently leave the Troubleshooter classification for more than twelve (12) months, lose continuous troubleshooting department seniority.

This letter agreement supersedes LR 15-015 and LR 16-003.

If this reflects your understanding of the agreement, please so indicate by signing in the space provided below.

Sincerely,

Jennifer Dibble
Senior Labor Relations Analyst

Samuel A. Glero
Business Representative

Date



APPENDIX D

Powering forward. Together.



December 16, 2016
LR 16-032

Sam Glero
IBEW Local 1245 Business Representative
P O Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

Subject: DSO Call Out Procedures

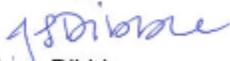
Dear Sam,

We met with Brad Merl, Kathleen Huston, Steve Hoyt, and Jeremy Carlin to discuss the attached DSO Call Out Procedures on December 6, 2016. We have agreed that these procedures will go into effect for the DSO work group for Payroll 1 starting December 24, 2016, in an effort to be consistent with the 2017 Payroll calendar. These procedures will supersede LR 14-009 and the revisions to the call out procedures established in 2015.

We agreed that we will reevaluate the procedures in six (6) months to make sure business needs are being met. Additionally, we agreed that no grievances will be filed in connection with this side letter agreement during the next six (6) months and we will work to resolve issues if they arise.

If this reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Jenn Dibble
Senior Labor Relations Analyst



Sam Glero



Date

Attachment

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

TABLE OF CONTENTS

Introduction.....2

Purpose and Scope.....2

Audience.....2

Assumed Conditions/ Staffing Requirements.....2

General Description3

Overtime List.....3

References3

Procedure.....4

1. Responsibility.....4

2. On Call Schedule.....4

3. Pre-Arranged Shift Coverage for Lead DSO.....4

4. Pre-Arranged Shift Coverage for Support DSO.....5

5. Non Pre-Arranged Shift Coverage for Lead DSO.....5

6. Non Pre-Arranged Shift Coverage for Support DSO.....6

7. Emergency Call Outs (Storms, Major Outages, etc.)6

8. Definitions.....7

Procedure Approval.....8

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

Introduction

Purpose and Scope

Establish guidelines for emergency call-outs and overtime scheduling for Distribution System Operators (DSOs) to cover shifts for vacation, sick leave, storms or major outages, and to assure adequate daily staffing levels.

Audience

- Distribution System Operators (DSOs)
- Lead Distribution System Operators
- Senior Distribution System Operators
- Supervisor Distribution System Operators
- Operations On-Call Supervisor

Assumed Conditions

Staffing coverage has changed due to unforeseen events or scheduled leave.

At all times it is the intent that a maximum ratio of one DSO I in training, not released to do 4kv & 12kv switching to one DSO II should not be exceeded.

A ratio of two DSOI's to one DSOII is only permitted if at least one of the DSO I's is released to do all 4kv & 12kv switching. (Released to step 3)

“Minimum” staffing for the DSO office is three DSO's on weekdays and two DSO's nights, weekends and holidays. Of which at least one Lead DSO or Senior DSO will be on shift at all times.

When work load requires extra staffing, the staffing shall be assigned following this procedure. The “on shift” Lead DSO will decide when extra staffing is needed.

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

General Description

- This procedure is to provide consistency for scheduling and call-outs for staffing the Distribution Operations Center for:
 - On-Call
 - Pre-arranged Shift Coverage
 - Non Pre-arranged Shift Coverage
 - Daily staffing requirements
 - Emergency Call-Outs (Storms, Major Outages, Etc.)

Overtime list

- 1) Calendar year O/T will be used as guidance for the distribution of O/T; with O/T being first offered to qualified Operators with the least amount of O/T hours and distributed as equitably as possible. In the event of a tie, office seniority will be used as the tie breaker.
- 2) The basis for the O/T list will be the total number of hours of O/T worked in the current calendar year. The hours will be calculated at the end of each pay period.
- 3) The O/T list will be zeroed out at the beginning of pay period #1. The ranking at the end of the year's list will be utilized to determine the start of the New Year's list.
- 4) Scheduled holidays, and "funny Thursdays" will **not** be counted as part of the total O/T worked.
- 5) The O/T list will be Management's responsibility to maintain and post every "payday Friday".
- 6) O/T decisions for call-out purposes will be based on the new list, beginning Saturday following payday Friday.
- 7) New employees or employees entering a new job classification and after being released to shift, (Released to step 3), will be given an average of their new classification's O/T and will be placed in the appropriate place on the O/T list.

References

- LR 14-009 Letter Agreement for DSO on-call policy, 02/20/2014.
- DSN 004

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

Procedure

1. Responsibility

The Senior Distribution System Operator will make all staffing arrangements following this procedure during normal working hours. The "on shift" Lead DSO will make staffing arrangements for other than normal working hours following this procedure.

2. On Call Schedule

The relief Distribution System Operators will be on-call through their relief week. Only DSO Operators released to step 3 or above will be on-call.

3. Pre-arranged Shift Coverage for Lead DSO

- For nights, weekends, & holidays:

The relief on-call Lead DSO will cover Lead DSO shifts for pre-arranged vacation, sick leave, etc.,. If the relief Lead DSO is not available, an available Lead DSO will be scheduled starting with the available Lead DSO with the lowest number of hours on the overtime list. If no Lead DSOs are available, the available Senior DSO with the lowest number of hours on the overtime list will be asked to cover the shift.

- For non-holiday weekdays:

If a relief Lead DSO is not available, a Senior DSO scheduled to work that day will be asked to cover the shift; the Senior DSO with the lowest number of hours on the overtime list will be asked to cover the shift.

- Shift coverage will be considered pre-arranged when notification has been made prior to the end of the Operators previously worked shift.

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

4. Pre-arranged Shift Coverage for Support DSO

- For nights, weekends, & holidays:

The relief on-call support DSO when needed will cover support DSO shifts for pre-arranged vacation, sick leave, etc. If the relief support DSO is not available, an available support DSO will be scheduled starting with the available support DSO with the lowest number of hours on the overtime list. If no support DSOs are available, the available Lead DSO with the lowest number of hours on the overtime list will be asked to cover the shift. If no Lead DSOs are available, the available Senior DSO with the lowest number of hours on the overtime list will be asked to cover the shift.

- For non-holiday weekdays:

If a relief support DSO is not available, the relief Lead DSO will be used, if the relief Lead DSO is not available, a Senior DSO scheduled to work that day will be asked to cover the shift, the Senior DSO with the lowest number of hours on the overtime list will be asked to cover the shift.

- Shift coverage will be considered pre-arranged when notification has been made prior to the end of the operators previously worked shift.

5. Non Pre-arranged Shift Coverage for Lead DSO.

Notification for non-prearranged shift coverage, emergency call-outs, and all other staffing shall be done in the following order as long as the ratio of qualified Operators is maintained:

- The relief Lead DSO shall be called first, if available.
- The available non-relief Lead DSO starting with the lowest number of hours on the overtime list will be called next, if no Lead DSO's are available.
- The available Senior DSO starting with the lowest number of hours on the overtime list will be called next.
- If no Lead DSO's or Senior DSO's are available the relief Lead DSO will be asked first to work a continued shift.
- If the relief Lead DSO is unable to cover, the shift will then be offered to the Lead DSO on shift.
- If no Lead DSO's are available to work the continued shift, an available

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

Senior DSO starting with the lowest number of hours on the overtime list will be asked next. If no volunteers are found the Lead DSO or Senior DSO with the lowest number of hours on the overtime list will be mandated to cover the shift.

6. Non Pre-arranged Shift Coverage for Support DSO to maintain minimum staffing levels

Notification for non-prearranged shift coverage, emergency call-outs, and all other staffing shall be done in the following order as long as the ratio of qualified Operators is maintained:

- The relief Support DSO shall be called first, if available.
- The available non-relief Support DSO starting with the lowest number of hours on the overtime list will be called next, if no Support DSO's are available.
- The relief Lead DSO if available will be call next.
- The available Lead DSO starting with the lowest number of hours on the overtime list will be called next.
- The Senior DSO starting with the lowest number of overtime hours.
- If no Support DSO's, Lead DSO's or Senior DSO'S are available, the relief Support DSO will be asked first to work a continued shift.
- If the relief Support DSO is unable to cover, the shift will then be offered to the Lead DSO on shift.
- If no Lead DSO's are available to work the continued shift, an available Senior DSO starting with the lowest number of hours on the overtime list will be asked next. If no volunteers are found the Support DSO, Lead DSO or Senior DSO with the lowest number of hours on the overtime list will be mandated to cover the shift.

7. Emergency Call-Outs (Storms, Major Outage, Etc.)

- If extra help is needed due to short term workloads (expected to be less than 4 hours either prior or post shift) i.e., outages, storms, load shedding, or other unforeseen events, call in the next shift's Lead DSO first.
- Call the next shift's Support DSO starting with the lowest hours on the overtime list next.
- If the day shift is needed to stay late, the relief operators shall be asked

APPENDIX D

LR 16-032 (Cont'd)

DSO Call Out Procedure

first, starting with the operator with the lowest number of O/T hours given first opportunity.

- If workloads are expected to last more than 4 hours or during a major event efforts will be made to call Support DSO's for extra help, starting with the lowest number of hours on the overtime list, maintaining the DSOI to DSOII ratio keeping Lead DSO'S available for future shifts.
- During a major event notify the Operations On-Call Supervisor. They will either call or direct the On-Shift Operator to call for assistance.

8. Definitions

- Available: An Operator will be considered "available" if they are not scheduled to work the following 10 or 12 hour shift and will have had at least 8 ½ hours off before the start of the shift, and are not on sick leave, vacation, jury duty or any other compensated shift off.
- DSO I's will be considered "available" if they meet all the above criteria and have been released to shift. (Step 3)
- DSO I's not released to shift are not eligible for O/T without the Manager of Distribution Operations approval.
- Qualified: Any DSO II, or a DSO I that has been released to shift as long as the "minimum" staffing ratio is met.

Procedure Approval

DSO Call Out Procedure

Concurred by  Date 12/6/16
Senior Distribution Operator

Concurred by  Date 12-06-2016
Senior Distribution Operator

Approved by  Date 12-6-16
Supervisor Distribution System Operations

Approved by  Date 12/6/16
Director Distribution System Operations

Approved by  Date 12/6/16
Senior Labor Relations Analyst

Approved by  Date 12/12/2016
IBEW Union Representative

APPENDIX D

Powering forward. Together.



March 20, 2017
LR 17-006

Samuel A. Glero
Business Representative
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Update Side Letter Agreement 01-91 (Lineworker Series)

Dear Mr. Glero:

We have met on several occasions to discuss adding updated language to Side Letter Agreement 01-91, Lineworker Series. This Side Letter Agreement does not supersede the original Side Letter Agreement, but rather it's to provide clarification and updated language (01-91 attached). SMUD and the IBEW have agreed to remove the Tree Trimmer Series (the positions are no longer utilized at SMUD) and add the Line Inspector classification series to the Lineworker series. The Line Inspector I level is comparable to the Lineworker II level, the Line Inspector II level is comparable to the Lineworker III level, and the Senior Line Inspector is comparable to the Lineworker IV level.

As a result of our discussions, we have agreed to change the language in the Side Letter Agreement to read as follows:

Paragraph five now reads:

Finally, the parties have agreed that employees assigned to the Line Subforeman-woman, Troubleshooter and Fault Locator classifications (all derived from the Lineworker III classification series) may move between those classifications, as long as they meet the minimum qualifications of the job. In addition, the parties have agreed that employees assigned to the line Foreman-woman Light, and Sr. Troubleshooter, (derived from the Lineworker IV classification series) may move between those classifications, as long as they meet the minimum qualifications of the job.

The revised language will read:

Finally, the parties have agreed that employees assigned to the Line Subforeman-woman, Troubleshooter and Line Inspector II classifications (all derived from the Lineworker III classification series) may move between those classifications, as long as they meet the minimum qualifications of the job. In addition, the parties have agreed that employees assigned to the line Foreman-woman Light, Fault Locator, and Sr. Troubleshooter, (derived from the Lineworker IV classification series) may move between those classifications, as long as they meet the minimum qualifications of the job.

As a result of our discussions, we have agreed that due to changes with the Fault Locator classification being changed to the Light Foreman-woman wage, it would now be considered a

APPENDIX D

LR 17-006 (Cont'd)

Lineworker IV (as reflected in the revised paragraph above).

Recognizing that the Class Specification for the Lineworker Series attached to LR 01-91 may be outdated under definition of levels and examples of essential duties, we agree to refer to the most up to date job descriptions on file rather than this attachment.

If this reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,



Jenn Dibble
Senior Labor Relations Analyst



Sam Giero



Date

APPENDIX D

Powering forward. Together.



March 20, 2017
LR 17-007

Samuel A. Glero
Business Representative
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Update Side Letter Agreement 12-038 (Two Tier Wage Structure)

Dear Mr. Glero:

We met to discuss resolving an issue found with the Line Inspector classification and have agreed to eliminate the two tier wage structure for the Line Inspector and Senior Line Inspector classifications. The situation that prompted a review of this was as follows:

A journeyman Lineman (a classification not affected by the two tier wage structure) that was hired after January 1, 2013 was temporarily upgraded to a Line Inspector II position. Since the Line Inspector classification is affected by the two tier wage structure, the employee would essentially be taking a demotion in pay with his temporary upgrade due to his hire date.

Additionally, in separate conversations, we have agreed to add the Line Inspector series to the Lineworker series (see LR 17-006) and by eliminating the two tier wage structure for the Line Inspector classification, the Line Inspector wages will be consistent with the wages of the other classifications in that series.

SMUD identified four employees currently in the Line Inspector classification that were hired after January 1, 2013 and we have agreed that effective April 1, 2017 (day one of the next pay period), those employees' wages will go to the higher wage consistent with those employees hired prior to January 1, 2013. The affected employees are:

- Title
- Line Inspector I
- Line Inspector I
- Line Inspector I
- Line Inspector II

This is the full resolution of the matter involving the Line Inspector classification and is non precedent setting.

If this reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,

Jenn Dibble
Senior Labor Relations Analyst

Sam Glero
Sam Glero

3/23/2017
Date

APPENDIX D

Powering forward. Together.



January 11, 2018
LR 17-025

Samuel A. Glero
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: IBEW Grievance 17-008 (Mutual Aid)

Dear Mr. Glero:

We met to discuss updating the Letter Agreement Regarding Mutual Aid Duty Assignments (LR 07-037) and in response to Grievance 17-008 on November 28, 2017 and December 13, 2017. In addition to you and me, the following individuals were involved in these discussions: Jim Clamp, Manager, Todd Prangley, Manager, Gillian Cassel, Supervisor, Kat Huston, Labor Relations, Cayleb Bowman, Foreman, Alfonzo Davila, Foreman, Rich Hall, Foreman, and Matt Wilson, Foreman.

SMUD is sometimes called upon to provide crews and equipment to aid other utilities in service restoration efforts, under the terms of established Mutual Assistance Agreements. The MOU is silent on how crews are to be chosen for such duty. Past practice for choosing personnel to respond to these activities has varied somewhat over the years.

The parties recognize that Mutual Aid assignments involve special circumstances, working in unfamiliar territory, under adverse conditions and in situations where employees may have to work on systems that use different design standards and equipment than those used by SMUD. Moreover, SMUD has a responsibility for the safety of its employees assigned to such duty, and at the same time desires to retain qualified staff in sufficient numbers to maintain a high level of service to its customers.

The purpose of this letter agreement is to define a process for establishing Mutual Aid duty assignments. This process will be used to assign Mutual Aid duty assignments during the term on the current MOU, or until modified by the parties by written agreement.

Assignment

Management will utilize the mutual aid volunteer list that is established every six months with crew changes. There will be mutual aid sign-up sheets for each work group and each classification within the Line Department. The volunteer lists will be posted for two weeks for employees to sign up: the week before and the week after crew changes. Management will then take the names from the Foreman mutual aid volunteer list and reference the on-call list rotation schedule to assign mutual aid duty assignments to eligible Foremen and their crews in an effort to maintain crew stability. The other classifications' volunteer lists will be used to fill vacancies. Based upon the time of the request for mutual aid, management will start with the Foreman and his/her crew that completed their on-call assignment the week prior and work backwards. The assignment will be made to the Foreman and his/her crew that was on the on-call rotation schedule, and not to who filled the on-call assignment. If

APPENDIX D

LR 17-025 (Cont'd)

LR 17-025

the Foreman is not able to take the mutual aid duty assignment or is ineligible to, management will work backwards utilizing the on-call list rotation schedule. The vacant slot on the on-call rotation list is not used for mutual aid purposes, regardless of whether the slot is filled by a Foreman that is on the mutual aid volunteer list.

If the request for mutual aid comes in during crew changes and the two week period that the new mutual aid volunteer list is being established, management will utilize the prior established mutual aid volunteer list and the Foreman will take the crew he worked with during the previous six months.

Vacancies

The intent is to keep crew size the same for mutual aid duty assignments regardless of if it's a heavy or light crew. Management may increase the crew size for safety reasons. When a vacancy exists on a crew, management will use high overtime hours worked in the previous six months to fill the vacancy with a like for like position from the established mutual aid volunteer lists. For example, a Lineman vacancy would be replaced with the Lineman with the highest number of overtime hours worked in the same work group as his/her permanent assignment on the mutual aid volunteer list and with no distinction of lead Lineman. Overtime hours used in the high hours calculation will be actual hours worked for prearranged and emergency overtime. High hours will also be calculated by work group (i.e. Labor Crews, Line, Fault, & Service).

Eligibility

If a Foreman or employee is on vacation, management will still contact the Foreman or employee to see if s/he wants to cancel his/her vacation and take the mutual aid duty assignment.

If a Foreman or employee has active discipline on file at the time of a Mutual Aid duty assignment, s/he is ineligible for the assignment. Active discipline includes Oral Reminders, Written Reminders, Decision Making-Leave (DML), Letters of Warning, and Last Chance Agreements. Since Letters of Warning and Last Chance Agreements do not sunset, employees are not considered to be in good standing for one year after receipt of a Letter of Warning, and are not considered to be in good standing for three years after receipt of a Last Chance Agreement. If an apprentice has failed a step test or journeyman test and/or is in the 6-month delay period, s/he is ineligible for the assignment.

A Foreman or employee is also ineligible to take a Mutual Aid duty assignment if s/he is out of the office on administrative leave or is a respondent in an on-going investigation at the time of the request for Mutual Aid.

The Foreman that holds the Hedge Instructor role is eligible for mutual aid duty assignments so long as s/he meets other eligibility requirements and is on the mutual aid list.

If a Foreman or employee turns down a mutual aid duty assignment, s/he is not eligible to be called again until all names have been called on the established mutual aid list within the six month active period of the list.

Once a Foreman or employee has served a mutual aid assignment, s/he will not be eligible to serve again within the six month period the list is good for unless all names have already been called from the mutual aid list.

Compensation

All hours worked as part of the employees' normally scheduled work hours are paid at the straight time rate of pay.

APPENDIX D

LR 17-025 (Cont'd)

LR 17-025

As noted under Article 7, Overtime, of the IBEW MOU, all overtime hours incurred while a SMUD IBEW-represented employee works under the auspices of a SMUD Mutual Assistance Agreement with another utility are paid at two times the straight time rate of pay.

Example: An employee's normally scheduled work hours for a week on a 9/8/80 schedule are as follows:

Monday	6:30 – 4:00
Tuesday	6:30 – 4:00
Wednesday	6:30 – 4:00
Thursday	6:30 – 4:00
Friday	ADO

All hours worked Monday – Thursday between the hours of 6:30 – 4:00 are paid at the straight time rate of pay, unless the employee has insufficient rest. All hours worked outside 6:30 – 4:00 on Monday – Thursday, and all hours worked Friday, Saturday, and Sunday, are paid at the double time rate of pay.

Special Circumstances

When employees have traveled 8 or more hours and have been deployed 14 consecutive calendar days for a mutual aid duty assignment, upon return the employees will be given one paid day off following the date of return, if returning on a Sunday, Monday, Tuesday, Wednesday, or Thursday.

In accordance with Article 14 Expenses, Section 3 Temporary Change of Headquarters, Subsection C, if special circumstances exist at the time a temporary change of work headquarters is to be made, and it is in the best interest of SMUD, SMUD will meet and confer and may agree upon reasonable alternatives to the above expense allowances for meals, lodging, travel time, and transportation in advance of the assignment.

If this reflects your understanding of our agreement, please sign in the space provided below.

Sincerely,



Jenn Dibble
Senior Labor Relations Analyst



Sam Glero
Business Representative

1-11-2018

Date

APPENDIX D

Powering forward. Together.



March 14, 2018
LR 18-008

Samuel A. Glero
IBEW Local 1245 Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: Transmission Fall Protection

Dear Mr. Glero:

We've met on multiple occasions to discuss management's plan to implement fall protection for employee's performing tower work. We reviewed the Line Department's procedures and the training manual pertaining to tower work fall protection. Within those procedures, SMUD will be implementing a weight limit of 310 pounds to reinforce safe work procedures and to protect the integrity of SMUD's infrastructure. This is a combined person and tool weight based on the American National Standards Institute (ANSI) recommended rating. SMUD has identified the tool weight to be approximately 30 pounds, thus any employee doing tower work will not weigh in excess of 280 pounds.

In order to comply with this weight limit, employees regularly performing tower work will be weighed during his/her annual physical with SMUD's onsite Med Services. If during the annual physical an employee weighs in between 275-280 pounds, s/he will be required to check in with Med Services on a quarterly basis until the employee's weight falls below 275 pounds.

If employees not regularly performing tower work are called upon in an emergency or for a special project, the employees called upon must meet the 280-pound weight limit and must be weighed prior to performing tower work.

In the event an employee exceeds the 280-pound weight limit, we've agreed to handle the situation as follows:

1. If the employee exceeding the weigh limit is 1 of the 2 employees that regularly perform tower work as of the date of this letter, he will continue to do all non-climbing duties of his position until he weighs in at 280 pounds or less. If at any time the employee does not have enough non-climbing duties, management may temporarily reassign the employee using the line worker series until the employee meets the weight limit. Once the employee meets the weight limit, he will be returned to his tower position. In other words, we're grandfathering in the two current employees to having rights to their tower position if temporarily reassigned as a result of the tower fall protection weight limit.

APPENDIX D

LR 18-008 (Cont'd)

LR 18-008

2. In the future if a tower employee fails to weigh in under the 280-pound limit, s/he may be permanently reassigned using the line worker series. Management will discuss with Labor Relations when an employee is not meeting the conditions of employment. If the employee reaches an eligible weight at a later time, s/he may reapply for the tower position through a recruitment process when a vacancy exists.

As a result of this agreement, the appropriate job descriptions will be updated to include the weight limit as a condition of employment.

If this reflects your understanding of our agreement, please sign in the space provided below.

Sincerely,



Jenn Dibble
Senior Labor Relations Analyst



Sam Glero
Business Representative



Date

APPENDIX D



October 15, 2019
LR 19-014

Lou Mennel
IBEW Local 1245 Union Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: Letter Agreement – Hydro Field Tech Series Job Description Revisions

Dear Lou:

We have met to discuss changes to the Hydrography Field Tech Series job descriptions.

Fresh Pond management had requested that these job descriptions be revised to include minimal Telecomm Tech duties which are necessary for the Hydro Field Tech job classes to do while conducting maintenance operations in the UARP. Management's intent is to allow for a minimal amount of Telecomm Tech work to be performed by these Hydro Field Tech positions (not in the powerhouses) in order to create efficiencies given the unique challenges of working in remote locations and the relatively small scale of operations performed by staff assigned to SMUD's Fresh Pond location.

Management acknowledges that the Hydro Field Tech series positions will not be performing the full scope of Telecomm Tech duties and the purpose of these changes to the job descriptions is not for the purpose of reducing the headcount of Telecomm Techs or removing work from the Telecomm Techs who are assigned to Fresh Pond.

SMUD and the IBEW agree that these changes to the Hydro Field Tech Series job descriptions will increase compensation for these job classifications to align with the Telecomm Tech pay, effective 12/21/19 as outlined in the table below:

Job Code	Job Title	Current Pay	Telecomm	% Increase
50051735	HYDROGRAPHY FIELD TECH	\$ 49.66	\$ 51.68	4.07%
50051736	HYDROGRAPHY FIELD TECH W/CL	\$ 50.66	\$ 52.68	3.99%
50051737	HYDROGRAPHY FIELD TECH W/HAZ	\$ 50.78	\$ 52.80	4.00%
50099280	HYD FLD TECH FRMN/WN, LT OC	DELIMIT	PER	MGMT
50098810	HYD FLD TECH FRMN/WN,LT	\$ 58.87	\$ 61.09	7.42%
50098811	HYD FLD TECH FRMN/WN,LT W/CLA	\$ 57.87	\$ 62.09	7.29%
50098809	HYD FLD TECH FRMN/WN,LT W/HAZ	\$ 57.99	\$ 62.21	7.28%

APPENDIX D

LR 19-014 (Cont'd)

Letter Agreement
LR 19-014

Page 2

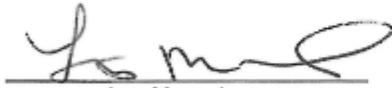
10/15/2019

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,



Cheryl Elia
Manager, Employee Relations



Lou Mennel
IBEW Union Representative

10/15/19
Date

Appendix D

Powering forward. Together.



September 1, 2020
LR 20-013

Lou Mennel
IBEW Local 1245 Union Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: Grid Planning and Operations Drone Pilot Program

Dear Lou:

SMUD and the IBEW have met to discuss the use of Unmanned Aerial Vehicles (Drones) to perform the photographing of transmission facilities of the Upper American River Project (UARP). Grid Planning and Operations has indicated a desire to move forward with a Drone Pilot Program as described below.

This pilot project has been carefully considered to provide multiple benefits for SMUD, at a very reasonable overall cost. The use of drones has the potential to greatly enhance SMUD's information on its transmission grid. This pilot project will utilize drones to take high-resolution pictures of transmission structure components. The pilot will be limited to SMUD's transmission assets located in the CPUC's high fire threat areas, Tiers II and III. These are the transmission assets located in SMUD's UARP. The pilot will help to identify corrective actions that may be necessary.

It is the intent to have this work scheduled to begin this summer and is expected to be completed by December 31, 2020. SMUD will notify the IBEW in writing if the work is expected to go beyond December 31, 2020.

SMUD Tower Patrol (Line Subforeman/Woman) in Line Assets current responsibilities include the inspection and repair work of overhead transmission and distribution electrical lines. Tower Patrol will continue with their visual inspections, drive-up and close-up, utilizing their normal equipment including binoculars, iPhone, iPad, spotting scope, and patrol by helicopter, as needed.

SMUD recognizes the concerns brought forward by the IBEW regarding the impacts to the Tower Patrol. The use of the drone technology/tool during this pilot program will augment work currently being performed by the Tower Patrol. It is not the intent of this program to reduce the regular work force in accordance with the MOU.

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Appendix D

LR 20-013 (Cont'd)

Letter Agreement
LR 20-013

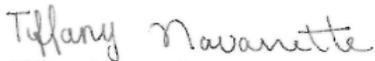
Page 2

9/1/2020

SMUD agrees to meet and confer at the completion of the pilot and over the use of drones for work normally performed by the IBEW.

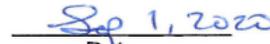
If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,


Tiffany Navarrette
Senior Labor Relations Analyst



Lou Mennel
IBEW Union Representative



Date

APPENDIX D

Powering forward. Together.



September 1, 2021
LR 21-004

Lou Mennel
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Assignment of Overtime for Facility Stationary Engineers

Dear Mr. Mennel:

SMUD and the IBEW have met on multiple occasions to discuss overtime assignment administration for the Facilities Stationary Engineer (FSE) classification. The following agreement concerning the assignment of overtime is applicable to the following classifications:

- Facility Stationary Engineer Foreman/Woman
- Journey Level Facility Stationary Engineer

1. General Principles and Rules

Assignment of overtime shall be distributed and rotated as equally as practicable among qualified employees in the same classification who have volunteered to be available. Employees who respond to the voluntary email are making a definite commitment to be readily available for assignments. SMUD will use the employees with the least amount of recorded overtime hours from a ranked, recorded list of the accounting period.

2. Sign-Up Procedure

- A. The overtime list administrator will send a weekly sign-up email on Wednesday which will remain open for sign-up until the end of the work shift the following Tuesday for employees desiring to work voluntary prearranged overtime for the following prearranged overtime period commencing on Friday.
- B. During this time volunteers can respond to the email with a yes, no, or ineligible answer.
 - i. A "yes" response to the email means you are available to work.

APPENDIX D

LR 21-004 (Cont'd)

FSE Overtime Agreement

Page 2

9/1/2021

- ii. A "no" response to the email means you are not interested or cannot work.
 - iii. An "ineligible" response to the email means you are not available based on this document and the MOU document.
 - iv. Not responding to the to the email will be treated as a "no" response.
- C. The overtime list will be used for all **prearranged** and **emergency** overtime for the specified overtime period.

3. **Voluntary Overtime Assignment Administration**

- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Foreman/woman with prearranged overtime work, will send an email to Facilities Craft Supervisors seeking approval to work.
- Additional foremen/women may respond to the email if they also have work, number of FSEs needed, and justification for overtime.
- Supervisor will then approve or disapprove overtime request.
- If overtime is approved, overtime list administrator will then pull workers from the ranked overtime list in the reverse order and email the foreman/woman, FSE's and Supervisors with the selected workers. (Email used as primary means of communication to facilitate transparency between the two campuses)
- Employees who decline to volunteer or who have volunteered for the overtime list and then decline or are unavailable to work will be charged a turn down. Turn down will be charged at the maximum prearranged hours worked by employees used for that day not to exceed 8 hours.
- An Employee who is off, for a full day of leave, immediately preceding scheduled overtime will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked. (ex: will not contact employee who is not at work)
- It is the employee's responsibility to email the overtime list administrator if they become ineligible after volunteering based on this agreement and/or the MOU. If no email is received (regardless of off on leave), **before the overtime date**, a turn down is received.

APPENDIX D

LR 21-004 (Cont'd)

FSE Overtime Agreement

Page 3

9/1/2021

- Journey FSE that are in an ESN foreman/woman position will be averaged in on the foreman/woman's overtime list. Those hours will then be carried back to the journeyman/woman's list when ESN has ended.
- Upgraded FSE's into a foreman/woman position will remain on the Journey FSE's list.
- Once overtime is approved, an FSE who said "yes" cannot change their decision and decline overtime without being charged a turn down (maximum 8 declined hours).
- FSE on light duty status will only be allowed to work overtime if the work is within their restrictions and approved by Supervision.
- When there are not enough volunteers for prearranged overtime, the foreman/woman and supervisor will make the decision on what jobs will be performed.
- All overtime can be reduced or cancelled as necessary.
- The ranked overtime list will be updated as soon as possible, as overtime is worked.
- Each foreman/woman is responsible for keeping track of their own crew hours worked during the overtime day and sending a summary of work along with all crew hours to supervisor and overtime list administrator. The overtime list administrator will then update the overtime list and communicate the updated list by email and post on the FSE Share Point Site.
- All overtime hours will be zeroed out at the end of each year and will start over on January 1. The ranking order will remain the same as it was at the last pay period of the previous year.
- A new employee will be given the average number of overtime hours worked by those on the list at that time and will be placed on the list with those hours.
- The overtime List will track all hours worked and hours declined for prearranged and emergency overtime. This ranked list will be utilized for all overtime work.
- Journey FSEs with the lowest number of recorded hours on the overtime list will be offered prearranged and emergency overtime first. If additional workers are needed, the lowest foreman/woman on the list will then be asked to work.

APPENDIX D

LR 21-004 (Cont'd)

FSE Overtime Agreement

Page 4

9/1/2021

- For overtime work involving a job assigned to a foreman/woman during the work week, the assigned foreman/woman will be asked to work first. If he/she accepts, journeymen will be selected with the least amount of overtime from the list.
- If overtime work should go over approved schedule time, foreman/woman overseeing the job will notify supervisor requesting approval to continue - by using the on-call Supervisor list and phone numbers, if supervisor is not reachable foreman/woman will make decision.
- In the case of "end of shift" overtime for job continuity purposes, FSEs under the foreman/woman will take priority over using the overtime list.
- For "end of shift", non-job continuity work, foreman/woman must respond to the call. If no employee can cover the work, it is the foreman/woman's responsibility to choose an FSE from the ranked overtime list. If "end of the shift" overtime is declined, the employee will be charged the added hours. In rare circumstances, where there are no volunteers to stay for the "end of the shift" overtime, foreman will contact the FSE who is On Call.
- Overtime for Asbestos related work will not be charged hours.
- On-Call employees may work overtime but can be redirected at any time for "On Call" work.
- Any emergency "on-call" redirected work that comes in when a crew is working prearranged overtime, shall be directed to the on-call supervisor to approve the call in of the on-call FSE.

4. Mandatory Overtime

- When there are insufficient FSEs available for overtime, the Facility Supervisors will assign employees to work the necessary overtime.
- An employee who is off on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.
- Mandatory overtime will be assigned first to employees with the lowest recorded overtime hours, actual worked from the overtime list.
- An employee who does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.
- Employees assigned under this section may find a qualified replacement with supervisory approval but will be charged with a standard 8 hours turn down

APPENDIX D

LR 21-004 (Cont'd)

time.

- An Employee who works mandatory overtime will not be charged the time worked.

This Letter Agreement supersedes Letter Agreement 11-008.

Sincerely,



Tiffany Navarrette
Senior Labor Relations Analyst



Lou Mennel
Business Representative



Date

Definitions:

Prearranged overtime- Arranged or agreed upon work. Employee is notified before leaving work on a workday to work overtime, and they are given at least 12 hours off before the reporting time.

Emergency overtime- Overtime work which has not been prearranged.

Ineligible- Excused from being asked to volunteer for overtime work.

Short Notice- With little advance warning or time to prepare.

Turn Down- Reject offer to work overtime.

Job Continuity- The current work task cannot easily be walked away from because of the knowledge, that others may lack. Serving as a Subject Matter Expert. Minimum distance to job site is at least 45 minutes.

Appendix D

Powering forward. Together.



June 24, 2021
LR 21-007

Lou Mennel
IBEW Local 1245 Union Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: Grid Planning and Operations Drone Pilot Program – Extension

Dear Lou:

SMUD and the IBEW have met to discuss the use of Unmanned Aerial Vehicles (Drones) to perform the photographing of transmission facilities of the Upper American River Project (UARP).

The purpose of this letter agreement is to extend the Grid Planning and Operations Drone Pilot Program Side Letter Agreement (LR 20-013). It was the intent for SMUD to have completed the work by December 31, 2020; however, the work is now expected to be completed by September 30, 2021. SMUD will notify the IBEW in writing if the work is expected to go beyond September 30, 2021.

The scope of the pilot project remains the same as outlined in LR 20-013.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,

A handwritten signature in blue ink that reads "Tiffany Navarrette".

Tiffany Navarrette
Senior Labor Relations Analyst

A handwritten signature in blue ink that reads "Lou Mennel".

Lou Mennel
IBEW Union Representative

A handwritten date in blue ink that reads "6-28-2021".

Date

Appendix D

Powering forward. Together.



May 25, 2023
LR 23-010

Lou Mennel
Business Representative
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter Agreement for Troubleshooters

Dear Mr. Mennel:

The purpose of the letter is to memorialize our agreement and to update LR 09-002 (Letter Agreement for Troubleshooters On-Call Pilot). The new letter will read as follows:

On-Call:

- A. Employees in the following classifications will be subject to On-Call:
 - Troubleshooter
 - Senior Troubleshooter
- B. Employees may request to trade On-Call assignments.
- C. It is the employee's responsibility to find a replacement for on-call assignments.
- D. When the On-Call employee has made arrangements for another employee to take their calls, both the scheduled and the replacement employee are responsible for notifying supervision about the substitution arrangements.
- E. On-Call substitution arrangements must be approved by supervision as much time in advance as possible prior to the start on on-call period.
- F. Employees On-Call will be compensated at the rate of two (2) hours of their regular, straight-time pay for each day On-Call.
- G. Employees On-Call are required to be fit for duty and available to report to work in a reasonable amount of time.



Appendix D

LR 23-010 (Cont'd)

- H. All applicable overtime provisions will apply if the On-Call employee is required to respond.
- I. Employees On-Call will be reachable by District-provided cell phone or home phone.
- J. On-Call will span a period as outlined in the annual troubleshooter work schedule. The schedule will be published no later than January 1st each year for the current year.

Definitions:

Areas are defined as:

- 1. North - North of the American River
- 2. Town - South of the American River
- 3. Deep South

Geographical areas for call-out purposes are bound by the current Troublesooter's map and are defined as:

- 1. North - North West (NW), North Center (NC), North East (NE)
- 2. Town - Town West (TW), Town South (TS), Town East (TE)
- 3. Deep South - South East (SE), South West (SW)

Guidelines for filling vacant shifts:

- 1. Relief Troublesooter on shift as designated by schedule.
- 2. Troublesooter on days off who normally works that geographical area with lowest hours.
- 3. Relief Troublesooter on days off with lowest hours.
- 4. Troublesooter on days from other geographical areas with lowest hours.

Note: After exhausting the above guidelines, double shifts may be offered following same process.

Emergency Call-Outs:

- 1. A total of four (4) "PM" second shift and one (1) "Deep South" Troublesooters will be on call to cover all geographical areas, during the following periods:
 - a. North and Town areas from end of second shift (2230hours) to the start of the first shift (0630 hours) the following day.
 - b. The South area On-Call coverage is from 1600 hours to 0800 hours the following day.

Appendix D

LR 23-010 (Cont'd)

2. Emergency calls during these periods will first be issued to the Troubleshooter by their assigned geographical area.
3. If a response is required in an area that does not have an assigned On-call Troubleshooter, the nearest geographically assigned On-call Troubleshooter will be called to respond.
4. If additional assistance is needed to handle an emergency call, the next nearest geographically assigned On-call Troubleshooter will be called.

Note: In keeping with the provisions of Article 7 of the MOU, consideration shall be given as to whether the Troubleshooter being called out will get sufficient rest before the start of his/her next regularly scheduled shift. The second shift relief Troubleshooters shall be used to provide shift coverage in order to provide the On-Call Troubleshooter sufficient rest. Alternatively, first shift Troubleshooters shall be requested to work early or on an extended shift for this same reason.

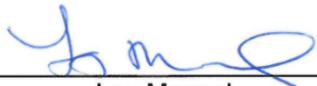
This Letter Agreement supersedes Letter Agreements 09-002.

If this reflects your understanding of our agreement, please sign in the space provided below.

Sincerely,



Tiffany Navarrette
Principal Employee and Labor Relations Analyst



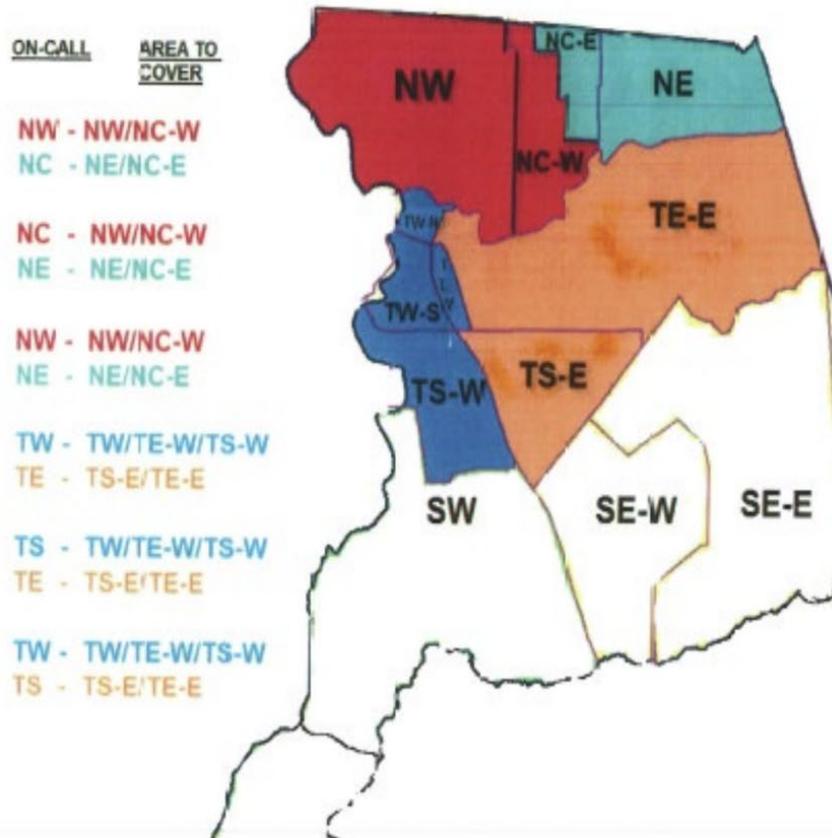
Lou Mennel
IBEW Union Representative

Date

Appendix D

LR 23-010 (Cont'd)

TROUBLESHOOTER AREA map



Appendix D

Powering forward. Together.



December 22, 2025
LR 25-032

Kim Camatti
Business Representative
PO Box 2547
30 Orange Tree Circle
Vacaville, CA 95696

SUBJECT: Letter Agreement – Damage Assessor Call Out Process

Dear Ms. Camatti,

SMUD and the IBEW discussed establishing a pilot call out process specifically for the damage assessment process and documenting that process in a side letter of agreement (SLA). The pilot will run from the date of this SLA through June 2026. The Damage Assessor call-out process will be initiated when Senior Management formally activates the Emergency Operations Center (EOC). This activation signifies the escalation of a significant event warranting coordinated damage assessment efforts beyond normal operational procedures. When the Storm Response Team is activated by Senior Management within the EOC, the Damage Assessor call out process will be used. Normal work group call out processes will continue to apply for routine maintenance, rain events, or less severe weather conditions when the Storm Response Team isn't activated.

SMUD seniority will be used to determine which volunteers are called out from the list of IBEW classifications for the first couple of storms, until all volunteers have hours, and then volunteers will be called out based on lowest number of hours. An operations code is being created for damage assessment work that employees will be able to use alongside a storm code (if one is created) on their timecards. This code will be used for tracking purposes and will ensure accurate numbers of hours are used in determining volunteers. The use of the operations code by employees on their timecard will be mandatory when performing damage assessment work, regardless of whether that work is performed during normal business hours or during overtime (once the code is created).

Employees who turn down a volunteer opportunity will have a tick mark noted and will not be contacted again until all the names on the list have been contacted at least once (full list rotation). Employees who are not available to be used as damage assessors due to management's assessment or if the employee is already on-call during an event will not have a tick mark noted and will be considered for future events without having to wait for a full list rotation. This volunteer employee overtime list/hours will be made available and sent to each IBEW classifications department supervisor and the IBEW after each event at the final payroll period when Senior Management formally activates the Emergency Operations Center (EOC).

Newly trained volunteers will be averaged in if the list is already active with storm hours. If the list has not yet been activated with storm hours, SMUD seniority will be used.

SMUD EC-OC | 4401 Bradshaw Road | Sacramento, CA 95827-3834 | 1.888.742.7683 | smud.org

Appendix D

LR 25-032 (Cont'd)

Letter Agreement
LR 25-032

Page 2

December 22, 2025

As of the date of this SLA, the following are IBEW classifications that are trained and used as volunteers as damage assessors and/or wire watchers: Cable Locators, Cable Splicers, Elect Techs, Facilities Electricians, Facilities Stationary Engineers, Meter Techs, Substation Electricians, Telecomm Techs, Utility Compliance Specialists. While those trained to be damage assessors can also perform wire watching duties, the reverse is not the same. Wire watchers are not trained, nor do they have the background to be able to perform damage assessment work.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,

Jennifer Dibble
Digitally signed by Jennifer Dibble
Date: 2025.12.22 15:54:18 -08'00'

Jenn Dibble
Senior Labor Relations Analyst

Kim Camatti
Digitally signed by Kim Camatti
Date: 2025.12.22 16:09:47 -08'00'

Kim Camatti
IBEW Business Representative

Date

APPENDIX E

Relocation Expenses Management Procedure 5.03.03.100

Relocation Agreements As part of the hiring process, management may offer to reimburse reasonable relocation expenses for new employees in certain salaried or difficult-to-recruit positions in accordance with SMUD policy and the limitations set forth in this procedure.

Hiring Directors shall notify HR Services when they wish to make offers to reimburse potential candidates for relocation expenses. HR Services shall document the reasons for the recruitment incentives and the approving authority.

HR Services shall prepare and process all written employment offers, including offers to provide recruitment incentives. As part of the acceptance of an employment offer, the prospective employee must agree to repay SMUD in full for all incentives if he/she separates from SMUD employment, for any reason other than a SMUD-initiated reduction in force, within one year from the start date.

Payment Limitations SMUD shall pay for air transportation at coach class rates only. All reimbursements for lodging, meals, and incidentals shall be limited to the maximum IRS per diem rate for the greater Sacramento area. IRS rates are available at www.gsa.gov/perdiem.

SMUD shall not pay or reimburse for expenses above the specified limits or for expenses not specifically covered in this procedure unless approved by executive management as part of a signed employment agreement.

Payment Arrangements Once SMUD receives the signed employment offer, the hiring department shall be responsible for arranging direct payments to vendors on behalf of the employee and for processing any reimbursements to the employee.

The hiring department shall ensure that candidates obtain pre-approval for all arrangements related to air and rail transportation and the movement and storage of personal property. SMUD shall pay vendors directly for such expenses.

SMUD shall reimburse the employee directly for other authorized travel and living expenses upon completion of the move and commencement of employment. SMUD does not provide any advance payment of relocation expenses.

Search For Housing

As part of a prospective employee's employment offer, management may authorize the payment for up to five days and four nights of travel for the prospective employee and legal spouse/domestic partner to search for new housing prior to relocating to the greater Sacramento area. Covered expenses include one-time, round-trip transportation (mode determined by mutual agreement) to and from the greater Sacramento area, lodging, car rental (plus fuel, parking, etc.), and meals and incidentals while in the area. This allowance is not available once the prospective employee relocates temporarily or permanently to the greater Sacramento area.

Personal Property and Vehicles

SMUD shall pay moving costs including packing, loading, and transporting up to a maximum of 15,000 pounds (excluding the weight of passenger vehicles) of household effects and personal property from the primary previous residence, and unloading and unpacking at the destination. SMUD shall pay for moving protection insurance to cover up to 15,000 pounds of household effects and personal property.

SMUD shall also pay the cost of transit insurance and commercial shipping for two passenger vehicles on moves of 500 or more miles or for one vehicle on moves of less than 500 miles. An employee who chooses to drive his/her own vehicle(s) shall be reimbursed for mileage by the most direct route for one vehicle and for 75% of total mileage rate for a second vehicle on moves of more than 500 miles.

SMUD shall pay for temporary storage of personal property in the greater Sacramento area for up to 30 days and for the one-time handling and delivery of personal property to the storage facility and the one-time handling and delivery out of storage.

Transportation and In-Transit Expenses

SMUD shall pay the cost to transport by air or rail the employee, legal spouse/domestic partner, and legal dependents from the form residence to the new residence in the greater Sacramento area. Transportation reimbursement shall be limited to the most direct route of travel.

SMUD shall reimburse employees who choose to relocate themselves and their families by means of personal transportation in accordance with above provisions for the transport of personal vehicles.

SMUD shall reimburse the cost of lodging while in transit only for the employee. The employee shall be responsible for any additional lodging expenses incurred for members of his/her household.

SMUD shall reimburse per diem meals and incidentals for the employee, legal spouse/domestic partner, and legal dependents while in transit.

SMUD reimbursement for transit costs shall be limited to one day for travel by air or one day for every 350 miles for travel by personal vehicle.

Temporary Housing

Upon relocation to the greater Sacramento area, SMUD shall reimburse the employee for temporary lodging for up to 30 days while the employee arranges permanent housing. Reimbursement shall be for lodging only and shall not include meals and incidentals.

Taxation Issues

The IRS considers the payment of some relocation expenses as employee compensation subject to taxation. SMUD may deduct federal and state withholding taxes from certain relocation expense reimbursements. SMUD shall include taxable amounts in the W2 for the employee in the year of reimbursement. The employee shall be responsible for obtaining tax advice about relocation expenses and maintaining receipts for tax purposes.

Related References

IBEW/OSE Memorandums of Understanding

APPENDIX F

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (*Revised 1/1/2026*)

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)



Administrative Policy

AP 04.03.02

Section	Subject	Title
Total Rewards	Education and Training Benefits	Education Assistance and Tuition Reimbursement

Philosophy SMUD encourages continuous learning and provides employees with financial assistance for approved courses of study that are not related to their current job classification and that will benefit both the organization and its employees.

Implementation The Chief Diversity Officer or designee communicates to employees the educational assistance benefits available and approves processes and procedures to administer this program, including the establishment of both course and employee eligibility and approval of expenses.

Related References

- IBEW Memorandum of Understanding
- OSE Memorandum of Understanding
- PSOA Memorandum of Understanding
- Administrative Policies
 - AP 04.01.01 – Total Rewards Philosophy
 - AP 04.03.01 – Employee Learning and Development
 - AP 04.03.03 – Professional Memberships, Licenses and Certifications
- Management Procedures
 - MP 04.03.02.100 – Education Assistance and Tuition Reimbursement

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	10/01/1995	09/13/2024	09/13/2024	Page 1 of 1

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

		Administrative Policy	AP 04.05.05
<small>Section</small> Total Rewards	<small>Subject</small> Employee Leaves	<small>Title</small> Family Care and Medical Leave	

Introduction

SMUD is a covered employer within the definition of the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Where differences between the two laws exist, SMUD will comply with those provisions which are most beneficial to the employee.

When eligible, one or both laws permit employees to take up to 12 workweeks of unpaid leave. When both laws apply, FMLA and CFRA entitlements will run concurrently. The employee’s leave will be designated as allowable by law in each calendar year for any of the following reasons:

- Birth of the employee’s child.
- Placement of a child with the employee for adoption or foster care.
- Care of the employee’s parent, spouse, domestic partner, child, grandparent, grandchild, or sibling with a serious health condition.
- Care of a designated person with a serious health condition.
- The employee’s own serious health condition.
- Qualifying exigency related to the covered active duty or call to covered active duty of the employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States. See MP 04.05.05.100.

(Routine exams such as physicals, eye examinations, and routine dental appointments and treatment for non-serious conditions do not qualify for FMLA/CFRA leave.)

Exceptions to the 12-week rule may apply when the leave involves:

- The employee’s own pregnancy, covered under California’s Pregnancy Disability Leave Law. See AP 04.05.09.
- The care of a spouse, child, parent, or next of kin who is a current service member or veteran of the Armed Forces and who has a serious injury or illness incurred in the line of duty. See MP 04.05.05.101.

<small>Approved By</small> Paul Lau	<small>Established Date</small> 09/01/1996	<small>Effective Date</small> 01/01/2025	<small>Next Review Date</small> 01/01/2028	<small>Page</small> Page 1 of 7
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Administrative Policy

AP 04.05.05

Section	Subject	Title
Total Rewards	Employee Leaves	Family Care and Medical Leave

Definitions

Child: A biological, adopted, step or foster child, a legal ward, child of a domestic partner, or a child for whom the employee stands in loco parentis.

Parent: A biological, adoptive, step or foster parent, legal guardian, parent-in-law, or an individual who stood in loco parentis to the employee when the employee was a child.

In Loco Parentis: A person with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, a person who had such responsibility when the employee was a child. A biological or legal relationship is not necessary.

Spouse: A husband or wife as recognized under State law. In California, "spouse" includes a registered domestic partner.

Domestic partner: Certificate of Registration of Domestic Partnership through the State of California is required.

Designated Person: Any individual related by blood or whose association with the employee is the equivalent of a family relationship. Identified by the employee at the time leave is requested. Limited to one designated person per calendar year.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment in connection with or after inpatient care intended to be overnight, whether or not it was.
- Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three consecutive calendar days and requires continuing treatment.
- Ongoing treatment by or under the supervision of a health care provider for a chronic or long-term health condition.
- Restorative dental or plastic surgery after an accident or injury.

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	09/01/1996	01/01/2025	01/01/2028	Page 2 of 7



Administrative Policy

AP 04.05.05

Section Total Rewards	Subject Employee Leaves	Title Family Care and Medical Leave
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Workweek: The normal weekly schedule for that employee. If an employee’s schedule varies significantly from week to week such that there is no “normal” weekly schedule, a weekly average is calculated over the 12 months prior to the leave.

Eligibility

Employees eligible for coverage under FMLA/CFRA are those who have been employed by SMUD for at least one year and who have worked at least 1,250 hours in the 12-month period immediately preceding the start of the FMLA/CFRA leave.

Use of Accrued Leave

Employees are required to use their accrued sick leave, compensatory (comp) time, and personal/annual leave before being placed on unpaid status.

Exceptions:

Serious health condition of a qualifying family member:

Employees are required to use accrued comp time and personal/annual leave. Employees may elect to use accrued sick leave prior to being unpaid.

Leave while disabled due to the employee’s own pregnancy:

Employees are required to use accrued sick leave. Employees may elect to use accrued comp time and personal/annual leave prior to being unpaid.

Birth or placement of a healthy child:

Employees are required to use comp time and personal/annual leave prior to being unpaid. Employees may elect to use accrued sick leave.

Workers’ compensation:

Employees are not required to use accrued leave.

Disability or Paid Family Leave Benefits:

Employees are not required to use accrued leave.

Represented employees should refer to their respective MOUs and Side Letter Agreements for the rules regarding their use of sick leave, comp time, and personal/annual leave before taking any otherwise unpaid leave.

Approved By Paul Lau	Established Date 09/01/1996	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 3 of 7
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Administrative Policy

AP 04.05.05

Section Total Rewards	Subject Employee Leaves	Title Family Care and Medical Leave
---------------------------------	-----------------------------------	---

Pattern of Leave

Employees may be granted full-time leave, intermittent leave, or a reduced work schedule when medically necessary. The work schedule will be determined by the supervisor or designee and will be based on business need.

Leave should be consistent with the frequency and duration medically certified. If leave substantially deviates from the certification, the employee may be required to recertify their need for leave.

Leave generally must be taken in not less than 15-minute increments. However, leave for the birth, adoption, or placement of a child shall be taken in two full workweek increments unless an alternate schedule is requested and approved by the supervisor in advance. Leave requested for less than two full workweeks shall be approved on two occasions, assuming the employee has not exhausted their CFRA leave. Leave may be taken for this reason within 12 months of the child's birth or placement.

Notification

When the need for leave is foreseeable, employees must provide at least 30 days' notice to their supervisor and make a reasonable effort to plan the timing of their leave to minimize work disruption.

If the need for leave is not foreseeable, employees must notify their supervisor at the earliest time possible, but not later than the start of their scheduled work shift.

Notice of leave will include enough information to know the leave may be covered under FMLA/CFRA and the expected duration.

Medical Certification

Employees must provide medical documentation certifying the need for leave qualifies under FMLA/CFRA. Certification shall include:

- Leave begin date.
- Estimated leave end date.
- Verification of a qualifying reason for leave.

Approved By Paul Lau	Established Date 09/01/1996	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 4 of 7
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Administrative Policy

AP 04.05.05

Section Total Rewards	Subject Employee Leaves	Title Family Care and Medical Leave
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- Frequency and duration of leave if intermittent.

If the need for leave is for the employee's own condition SMUD may require a second medical opinion, at SMUD's expense. If the medical opinions conflict, SMUD may pay for a third, binding medical opinion from a health care provider approved jointly by the employee and SMUD.

Return to Work

Employees are expected to return to work on their first scheduled workday following their leave end date.

If an employee is on a continuous leave due to their own serious health condition, they must provide an updated work status to their supervisor and IDM@smud.org if:

- They can return to work sooner than expected,
- Their need for leave is extended, and/or
- They will be returning to work with restrictions.

Retroactive Requests

Retroactive requests for FMLA/CFRA leave will be reviewed on a case-by-case basis. If SMUD learns that an absence is FMLA/CFRA qualifying, a retroactive designation will be made while the leave is in progress. If an employee requests that an absence be designated as FMLA/CFRA, the request must be made within two working days of the employee's return to work following the leave.

Job and Benefits Protection

Whether paid or unpaid, FMLA/CFRA leave does not constitute a break in service or change an employee's hire date. Because hire dates are unchanged, seniority is protected. Employees will keep the benefits they accrued before their leave, including any sick leave, comp time, or personal/annual leave not used or paid out during the leave. SMUD will continue to pay its regular share of employee benefit premiums.

An employee will generally be restored to their same position or an equivalent position upon their return to work. Some exceptions include:

- For employees who are unable to perform the essential functions of their positions, either with or without

Approved By Paul Lau	Established Date 09/01/1996	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 5 of 7
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Administrative Policy

AP 04.05.05

Section Total Rewards	Subject Employee Leaves	Title Family Care and Medical Leave
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reasonable accommodation as required under the Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA). SMUD will provide, where possible, reasonable accommodation for the disabled. See AP 06.01.02.

- Where the position ceased to exist during the FMLA/CFRA leave period. An employee whose position ceased to exist may have rights to another position under the Civil Service Rules or applicable MOU.
- Where an employee is found to have fraudulently obtained FMLA/CFRA leave.

If an employee's leave is unpaid, lengthy, or both, there may be some effects that should be considered. Employees do not earn personal/annual or sick leave and are not eligible for paid holidays or floating holidays that occur during unpaid leave. Timing for salary increases may change. Employees must continue to pay their share of any applicable insurance benefit premiums while on leave. Payroll deductions cease, as do contributions to CalPERS and Social Security. CalPERS service calculations may also be impacted by unpaid leave. Contact People Services & Strategies for specific issues.

Fraud

An employee who fraudulently obtains FMLA/CFRA from SMUD is not protected by the FMLA/CFRA's job restoration or maintenance of health benefits provisions. In addition, SMUD will take all available appropriate disciplinary action against such employee due to such fraud.

General Notices

The U.S. Department of Labor has published a general notice regarding the FMLA entitled "Employee Rights under the Family and Medical Leave Act". A copy of that notice is posted on employee official bulletin boards as required by the FMLA.

The California Civil Rights Department has published a general notice regarding the CFRA and Pregnancy Disability Leave entitled "Family Care and Medical Leave and Pregnancy Disability Leave". A copy of that notice is posted on employee official bulletin boards as required by the CFRA.

Approved By Paul Lau	Established Date 09/01/1996	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 6 of 7
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Administrative Policy

AP 04.05.05

Section	Subject	Title
Total Rewards	Employee Leaves	Family Care and Medical Leave

Related References

IBEW/OSE/PSOA Memorandums of Understanding

Administrative Policies

AP 04.05.09 – Pregnancy Disability Leave

AP 04.05.15 – Sick Leave

AP 06.01.02 – Disability Accommodation

Management Procedures

MP 04.05.05.100 – Active Duty or Call to Duty Family Leave (FMLA)

MP 04.05.05.101 – Leave to Care for Wounded Service Member (FMLA)

MP 06.01.01.100 – Light Duty

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	09/01/1996	01/01/2025	01/01/2028	Page 7 of 7

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

		Administrative Policy	AP 04.05.06
Section	Subject	Title	
Total Rewards	Employee Leaves	Jury Duty And Court Appearances	

<p>Policy</p>	<p>SMUD supports the concept of civic responsibility. Employees will be granted leave with pay if they are required to report for jury duty or are subpoenaed as a third-party witness in a hearing or trial related to SMUD's interest. Employees involved in a court case as a plaintiff, defendant, or witness in a case that is unrelated to SMUD's interest or against SMUD may request use of their accrued personal leave/vacation.</p>
<p>Eligibility</p>	<p>All employees except temporary employees originally hired for less than six months including casual, intermittent or seasonal employees regardless of the number of hours worked per week are eligible for this leave.</p>
<p>Notifying SMUD</p>	<p>Employees must notify their supervisor as soon as they are summoned or subpoenaed for jury duty or court appearance so that their supervisor may plan for this absence. Employees must provide copies of their summons or subpoena to their supervisor.</p>
<p>Pay</p>	<p>Employees who must appear for jury duty or to testify as a third-party witness in a hearing or trial related to SMUD's interest will continue to receive their normal pay. Employees receiving payment from SMUD for their jury service are required to waive payment from the court for their jury service.</p>
<p>Effect On Working Hours</p>	<p>Employees are excused from work when jury duty service of 8 or more hours occurs during their shift. If jury duty service is less than 8 hours, employees must immediately contact their supervisor at the conclusion of such service and they may be required to work the remaining fraction of the workday.</p> <p>Represented employees should refer to their Memorandum of Understanding for rules on shift rescheduling during jury duty.</p>
<p>Related References</p>	<p><u>IBEW Memorandum of Understanding</u></p> <p><u>OSE Memorandum of Understanding</u></p> <p><u>PSOA Memorandum of Understanding</u></p>

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	09/01/1996	08/20/2025	08/20/2028	Page 1 of 1

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

		Administrative Policy	AP 04.05.09
Section	Subject	Title	
Total Rewards	Employee Leaves	Pregnancy Disability Leave	

Introduction	<p>California Pregnancy Disability Leave (PDL) provides eligible employees with up to four months of unpaid, job-protected leave when disabled due to a pregnancy, childbirth, or a related medical condition. PDL is separate from leave under the California Family Rights Act (CFRA).</p> <p>PDL runs concurrently with FMLA when eligible.</p>
Eligibility	<p>All pregnant employees are eligible for PDL.</p>
Use of Accrued Leave	<p>Employees are required to use sick leave before being placed in an unpaid status. Employees may elect to use comp time and personal/annual leave, but are not required to do so.</p> <p>Exception: Disability Benefits, employees are not required to use accrued leave.</p> <p>Represented employees should refer to their respective MOUs and Side Letter Agreements for the rules regarding their use of sick leave, comp time, and personal/annual leave before taking any otherwise unpaid leave.</p>
Pattern of Leave	<p>Employees may be granted full-time leave, intermittent leave, or a reduced work schedule when medically necessary. The work schedule will be determined by the supervisor or designee and will be based on business need.</p> <p>Leave should be consistent with the frequency and duration medically certified. If leave substantially deviates from the certification, the employee may be required to recertify their need for leave.</p> <p>Leave generally must be taken in not less than 15-minute increments.</p>
Return to Work	<p>Employees are expected to return to work on their first scheduled workday following their leave end date. Employee must provide an updated work status to their supervisor and IDM@smud.org if:</p> <ul style="list-style-type: none"> • They can return to work sooner than expected, • Their need for leave is extended, and/or • They will be returning to work with restrictions.

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	08/19/2008	08/20/2025	08/20/2028	Page 1 of 3



Administrative Policy

AP 04.05.09

Section	Subject	Title
Total Rewards	Employee Leaves	Pregnancy Disability Leave

Retroactive Requests Retroactive requests for PDL will be reviewed on a case-by-case basis. If SMUD learns that an absence is PDL qualifying, a retroactive designation will be made while the leave is in progress. If an employee requests that an absence be designated as PDL, the request must be made within two working days of the employee's return to work following the leave.

Notification When the need for leave is foreseeable, employees must provide at least 30 days' notice to their supervisor and make a reasonable effort to plan the timing of their leave to minimize work disruption.

If the need for leave is not foreseeable, employees must notify their supervisor at the earliest time possible, but generally not later than the start of their scheduled work shift.

Notice of leave will include enough information to know the leave may be covered under PDL and the expected duration.

Job and Benefits Protection Whether paid or unpaid, PDL does not constitute a break in service or change an employee's hire date. Because hire dates are unchanged, seniority is protected. Employees will keep the benefits they accrued before their leave, including any sick or personal leave not used during the leave.

An employee will generally be restored to their same position or an equivalent position upon their return to work. Some exceptions include:

- For employees who are unable to perform the essential functions of their positions, either with or without reasonable accommodation as required under the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Pregnant Workers Fairness Act (PWFA). SMUD will provide, where possible, reasonable accommodations. See AP 06.01.02.
- Where the position ceased to exist during the leave period. An employee whose position ceased to exist may have rights to another position under the Civil Service Rules or applicable MOU.
- Where an employee is found to have fraudulently obtained PDL leave.

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	08/19/2008	08/20/2025	08/20/2028	Page 2 of 3



Administrative Policy

AP 04.05.09

Section	Subject	Title
Total Rewards	Employee Leaves	Pregnancy Disability Leave

SMUD will continue to pay its regular share of employee benefit premiums. Employees must continue to pay their share of any applicable insurance benefit premiums while on leave. If leave is unpaid by SMUD, payroll deductions cease, as do contributions to CalPERS and Social Security. CalPERS service calculations may also be impacted by unpaid leave. Contact People Services & Strategies for specific issues.

Fraud

An employee who fraudulently obtains PDL from SMUD is not protected by the PDL's job restoration or maintenance of health benefits provisions. In addition, SMUD will take all available appropriate disciplinary action, up to and including termination, against such employee due to such fraud.

Related References

[IBEW/OSE/PSOA Memorandums of Understanding](#)

[SMUD Civil Service Rules](#)

[Administrative Policies](#)

AP 04.05.05 – Family Care and Medical Leave

AP 04.05.15 – Sick Leave

AP 06.01.02 – Disability Accommodation

[Management Procedures](#)

MP 04.05.14.100 – Personal Leave

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	08/19/2008	08/20/2025	08/20/2028	Page 3 of 3

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

 SMUD		Administrative Policy	AP 04.05.15
Section	Subject	Title	
Total Rewards	Employee Leaves	Sick Leave	

Eligibility

All employees who work more than 30 days per year are eligible to accrue sick leave, except:

- OSE-Represented employees who are eligible to receive annual leave in lieu of sick leave. For the purpose of this policy, the term “sick leave” is used interchangeably for annual leave only in reference to OSE-represented employees.
- Retired annuitants are excluded from the sick leave policy.

Please reference any applicable Memorandum of Understanding (MOU) to determine eligibility, use, the type of leave accrued for the purpose of sick leave, and other applicable provisions.

In addition, employees eligible for sick leave or annual leave are not only eligible for sick leave protections as set forth herein or in their applicable MOUs, but also the Kin Care protections as set forth below.

General Provisions

Sick leave is an integral part of SMUD’s Total Rewards program and provides salary protection when an employee is unable to work for the following reason:

- To diagnose, treat, care for an existing health condition or to obtain preventative care for themselves, a family member or designated person.
- To care for an employee’s spouse, registered domestic partner, child, parent, or next of kin (nearest blood relative) who is or was a covered service member (“Service Member”) in the Armed Forces and who has suffered a serious injury or illness incurred in the line of duty. [See MP 04.05.05.101]
- To bond with their newborn child or a child newly placed with them for adoption or foster care.
- Victim of crime leave or to care for family members who are crime victims (See AP 04.05.17 for limitations), including:
 - Leave to appear in court pursuant to a subpoena is for victim of any crime
 - Leave for relief or to ensure safety/health/welfare of the employee or family member who is a victim of domestic violence, sexual assault, stalking or any act that causes bodily injury, involves a weapon, or

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	12/15/1995	04/10/2025	04/10/2028	Page 1 of 5



Section Total Rewards	Subject Employee Leaves	Title Sick Leave
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involves threat of injury or death (actual or perceived).

Family Member includes the employee's:

- Child: A biological, adopted, or foster child, stepchild, legal ward, child of a registered domestic partner, or a child to whom the employee stands in loco parentis. This definition is applicable regardless of age or dependency status.
- Parent: A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- Spouse.
- Registered domestic partner.
- Grandparent.
- Grandchild.
- Sibling.
- Designated person: This person must be designated at the time leave is requested. Limited to one designated person per calendar year.

Accrual Rates

Eligible regular full-time and part-time employees accrue (1) hour of sick leave credit for every 20 hours worked. Eligible limited-term and temporary employees accrue one (1) hour of sick leave credit for every 30 hours worked Please refer to the applicable MOU and Benefit Guidebook for further information regarding accrual rates.

Except while on leave due to an industrial injury or unless an applicable MOU dictates otherwise, employees do not accrue additional sick leave while taking leave without pay. There is no maximum accumulation for sick leave.

Use of Sick Leave

Employees begin accruing sick leave upon employment and can use it as soon as it is credited on their pay stub, except student interns who may not use sick leave until after 60 days of employment. Payment of sick leave is made at the employee's current rate of pay.

Approved By Paul Lau	Established Date 12/15/1995	Effective Date 04/10/2025	Next Review Date 04/10/2028	Page Page 2 of 5
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Section Total Rewards	Subject Employee Leaves	Title Sick Leave
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Sick leave may be used in 15-minute increments. When sick leave is used, employees must let their supervisor know in advance of their regular starting time or before leaving work if they become sick while at work.

If employees become ill or injured while on personal leave, they may request that their personal leave be changed to sick leave.

Sick Leave to bond with a child:

- Employee must request leave from their supervisor with 30 days' notice, or at the earliest time possible if the need for leave is not foreseeable, but not later than the start of their scheduled work shift.
- Employee must receive approval from their supervisor or be approved for statutory leave [see AP 04.05.05] prior to taking leave.
- Leave must be taken within 12 months from date of birth or date of placement for adoption or foster care and
- Leave is not to exceed 8 weeks per event and must be taken in 2-week increments, at minimum, with 2 exceptions of less than 2 weeks allowed per event.

Sick or Annual Leave may run concurrently with FMLA/CFRA/PDL should it be determined leave is due to a qualifying condition [See AP 04.05.05].

SMUD employee use of State-mandated sick leave is limited to the first five (5) days or 40 hours, whichever is greater, of sick leave per calendar year.

“Kin Care leave” is protected sick leave that allows an employee to use up to half of the leave they will accrue that year to care for themselves or family members as set forth above. By law, only the employee using the sick leave may designate when their use of sick leave is also treated as Kin Care leave. Such designation must occur at the time an employee is informing SMUD of their use of sick leave or, in unusual circumstances when making a designation is impractical at the time of notice, as soon as practical thereafter—but in no case later than 2 days after the return to work. If they do not indicate that they want their sick leave to also be protected as Kin Care leave, the employee’s sick leave will not be considered use of Kin Care leave.

Approved By Paul Lau	Established Date 12/15/1995	Effective Date 04/10/2025	Next Review Date 04/10/2028	Page Page 3 of 5
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Section	Subject	Title
Total Rewards	Employee Leaves	Sick Leave

Medical Verification and Release

If an employee’s supervisor has cause to believe that the employee’s absence is not for an authorized reason, the supervisor should consult with Labor Relations before asking the employee to provide documentation from their licensed practitioner or counselor to substantiate the need for sick leave, annual leave, and/or Kin Care leave.

An employee’s request to use sick leave, annual leave, or Kin Care leave may be denied if they do not provide a medical verification of illness and/or a medical release when required to do so by SMUD. In such cases, the employee’s absence may be charged as unauthorized leave without pay and the employee may be subject to disciplinary action.

SMUD may require a medical release from an employee’s physician before the employee will be allowed to return to work.

Effects of Termination

There is no payment of accrued sick leave upon termination. Accrued sick leave is added as a CalPERS service credit for retirement benefit calculations in applicable situations.

Sick Leave Balance Reinstatement

Unrepresented employees rehired within one year of initial separation are eligible, pursuant to State law, for reinstatement of their sick leave balance. Represented employees should refer to their respective MOU to determine eligibility and conditions for balance reinstatement.

Unacceptable Usage

SMUD recognizes employees will need to use annual leave, sick leave, and/or Kin Care leave on occasion and may have a right to protection when eligible under this policy, applicable MOUs, and applicable laws. However, when there is a misuse or violation of this policy, or usage exceeds that allowable under law, management will confer with Labor Relations and the employee may be subject to Positive Discipline, up to and including termination of employment.

Related References

- [SMUD Civil Service Rules](#)
- [IBEW/OSE/PSOA Memorandums of Understanding](#)
- [Benefit Guidebooks](#)

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	12/15/1995	04/10/2025	04/10/2028	Page 4 of 5



Administrative Policy

AP 04.05.15

Section	Subject	Title
Total Rewards	Employee Leaves	Sick Leave

Administrative Policies

- AP 04.01.01 – Total Rewards Philosophy
- AP 04.05.05 – Family Care & Medical Leave (FMLA)
- AP 04.05.09 – Pregnancy Disability Leave
- AP 04.05.17 – Victims of Crime Leave
- AP 05.01.06 – Accommodations for Victims of Domestic Violence, Sexual Assault, and Stalking
- AP 05.02.01 – Unauthorized Absence

Management Procedures

- MP 04.04.04.100– Employee Assistance Program
- MP 04.05.05.101 – Leave to Care for Wounded Service Member (FMLA)
- MP 04.05.14.100 – Personal Leave

Health & Safety Standards

- 6-01 Incident Reporting & Investigations

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	12/15/1995	04/10/2025	04/10/2028	Page 5 of 5

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

 SMUD[®] Administrative Policy		AP 05.01.01
<small>Section</small> Employment	<small>Subject</small> Civil Rights	<small>Title</small> Nondiscrimination, Anti-Harassment and Non-Retaliation

Prohibition of Discrimination, Harassment and Retaliation

SMUD prohibits discrimination, harassment and retaliation by a supervisor, coworker, customer, vendor, contractor, applicant, or other person doing business with SMUD. SMUD holds its employees to a higher standard than that required by law and is committed to providing a work environment in which all individuals are treated with respect and dignity. Therefore, SMUD expects its employees to conduct themselves in a professional and business-like manner.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events. Where a violation of this policy is determined to have occurred, regardless of whether an individual has complained, SMUD will take prompt remedial action to stop the behavior and prevent its reoccurrence.

An employee who violates this policy or SMUD's other related policies will be subject to disciplinary action, up to and including the immediate termination of their SMUD employment. SMUD's Positive Discipline policy AP 05.02.09 does not apply to violations of this policy. An individual who engages in unlawful conduct may also be personally liable for their actions, and may be subject to civil penalties.

Protected Categories

SMUD believes in equal opportunity for all of its employees and applicants. SMUD prohibits discrimination and harassment based on any of the following protected categories:

- Age (40 and above)
- Race, ethnicity, or color (including traits historically associated with race such as hair texture and hair styles)
- National origin or ancestry (including language or accent restrictions; threats of deportation; participation in organizations identified with or promoting a national origin group like schools, religious institutions, etc.; names associated with a national origin group; and the physical, cultural, or linguistic characteristics, associated with a national origin group)
- Religion & religious creed (including religious dress or grooming practices)

<small>Approved By</small> Paul Lau	<small>Established Date</small> 11/01/2000	<small>Effective Date</small> 03/08/2023	<small>Next Review Date</small> 03/08/2026	<small>Page</small> Page 1 of 5
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Section Employment	Subject Civil Rights	Title Nondiscrimination, Anti-Harassment and Non-Retaliation
------------------------------	--------------------------------	--

- Sex, gender (including pregnancy, childbirth, or any related medical conditions, requests for pregnancy disability leave, or requests for extra break time to express breast milk) and reproductive health decision making
- Sexual orientation
- Gender identity & expression (including gender-related appearance/behavior, whether or not stereotypically associated with the person's assigned sex at birth)
- Marital status
- Disability (mental and physical, including HIV and AIDS)
- Medical condition (including cancer/genetic characteristics)
- Genetic information
- Uniformed service (military and veteran status)

SMUD also prohibits discrimination and retaliation against any other category/activity protected by federal, state, or local law (i.e., many laws prohibit discrimination for various reasons such as membership in a union, political involvement, filing a claim, and taking a protected leave for FMLA, being a crime victim, or otherwise.)

Discrimination

Discrimination involves the denial of privileges or failure to treat someone equally because of their membership in a protected category (see list above).

Examples of actions that may violate this policy include, but are not limited to:

- Terminating, demoting, or withholding advancement or training opportunities to an employee because of their protected characteristic(s), such as disability, gender, or age.
- Restricting employees from using languages other than English in the workplace unless the restriction is necessary for conducting business.
- Asking a question about an applicant's protected category, such as age, religion, or pregnancy status, that is unrelated to the position.

Approved By Paul Lau	Established Date 11/01/2000	Effective Date 03/08/2023	Next Review Date 03/08/2026	Page Page 2 of 5
--------------------------------	---------------------------------------	-------------------------------------	---------------------------------------	----------------------------



Section Employment	Subject Civil Rights	Title Nondiscrimination, Anti-Harassment and Non-Retaliation
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- Excluding a person from certain meetings or group activities because of their protected characteristic(s), such as ethnicity or sexual orientation.

Harassment

SMUD prohibits harassment based on membership in a protected category (see list above). Harassment is unwelcome verbal, physical, or visual conduct directed at an individual because of their membership in a protected category.

Examples of actions that may violate this policy include, but are not limited to:

- Making disparaging comments or jokes related to a person’s protected category, such as race, national origin, military status, medical condition, or gender identity/expression.
- Behaving in an intimidating or offensive manner because of a person’s protected characteristic(s) such as age, gender, or sex.
- Including religious or anti-religious statements or jokes in emails, text messages, or as a screensaver.

Sexual harassment is unlawful. Sexual harassment can arise from (1) an offer conditioned on receiving sexual favors or (2) actions that create a hostile work environment based on another’s sex or gender. This includes harassment of a person of the same sex. Sexual harassment can take the form of unwelcome physical, verbal, or visual conduct. As with other types of harassment or discrimination, an employee’s behavior may violate this policy without meeting the legal definition of “sexual harassment.”

Examples of actions that may violate this policy include, but are not limited to:

- Making unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Leering, whistling, or making sexual gestures.
- Making verbally abusive comments of a sexual nature, such as graphic commentaries about an individual’s body or using sexually degrading words to describe an individual.

Approved By Paul Lau	Established Date 11/01/2000	Effective Date 03/08/2023	Next Review Date 03/08/2026	Page Page 3 of 5
--------------------------------	---------------------------------------	-------------------------------------	---------------------------------------	----------------------------



Section Employment	Subject Civil Rights	Title Nondiscrimination, Anti-Harassment and Non-Retaliation
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- Displaying, distributing, viewing, or storing sexually suggestive objects, pictures, cartoons, or posters.
- Unwelcome touching or impeding/blocking movements.

Retaliation

SMUD prohibits retaliation against a person because they have made a complaint, participated in the investigative process, or engaged in other conduct protected by this policy.

Examples of actions that may violate this policy include, but are not limited to:

- Eliminating a pay increase because an employee refused to engage in what they reasonably thought was discriminatory conduct.
- Denying necessary training to a person because of their testimony during an investigation.
- Withholding an assignment so as to adversely affect an employee's job performance or career advancement for having made a complaint.

Complaints

Individuals who believe they have experienced or witnessed conduct prohibited by this policy should immediately report such conduct to their supervisor, the [Fair Employment Office](#), [Labor Relations](#) or the [Legal Office](#) or utilize SMUD's Ethics and Compliance Hotline (800-921-8407) or Website (www.integrity-helpline.com/smud.jsp). Individuals may also report any unlawful discriminatory, harassing, or retaliatory conduct to an appropriate government agency such as the Department of Fair Employment and Housing (800-884-1684) or the Equal Employment Opportunity Commission (800-669-4000).

Supervisors are required to immediately report all complaints they receive regarding suspected violations of this policy to the Fair Employment Office.

SMUD will promptly investigate or otherwise appropriately respond to any complaint involving an alleged violation of this policy. If you feel SMUD has not adequately begun to respond to your complaint within five (5) working days of making the complaint, immediately contact another SMUD supervisor/office identified above.

Everyone involved in an investigation of an alleged violation of this

Approved By Paul Lau	Established Date 11/01/2000	Effective Date 03/08/2023	Next Review Date 03/08/2026	Page Page 4 of 5
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Section Employment	Subject Civil Rights	Title Nondiscrimination, Anti-Harassment and Non-Retaliation
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policy must fully cooperate, including, but not limited to, attending all required meetings, providing accurate and truthful information, being forthcoming, conducting oneself in an appropriate and courteous manner when meeting with investigators, complying with SMUD's prohibition of retaliation, and maintaining appropriate confidentiality.

Related References

Board Policy

SD-8 – Employee Relations

Administrative Policies

AP 01.02.03 – Diversity & Inclusion

AP 05.01.03 – Whistleblower and Anti-Retaliation

AP 05.01.04 – SMUD Complaint Process

AP 05.02.03 – Ethics

AP 05.02.04 – Electronic Information

Management Procedures

MP 05.02.03.100 – Ethics

SMUD Code of Business Ethics and Employee Conduct

Approved By Paul Lau	Established Date 11/01/2000	Effective Date 03/08/2023	Next Review Date 03/08/2026	Page Page 5 of 5
--------------------------------	---------------------------------------	-------------------------------------	---------------------------------------	----------------------------

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

 SMUD®		Administrative Policy	AP 05.01.03
Section	Subject	Title	
Employment	Civil Rights	Whistleblower and Anti-Retaliation	

Policy	<p>SMUD is committed to complying with all federal, state and local laws and regulations in its operations and practices. SMUD’s goal is to monitor the workplace in order to prevent violations of law from occurring, and to take any necessary corrective action. SMUD believes that its employees can be a good source of information and has established this policy to encourage employees to disclose their reasonable suspicion of alleged illegal conduct without fear of retaliation.</p> <p>An employee who has a reasonable suspicion that a violation of law or SMUD policy has occurred or will occur should immediately disclose their suspicion so that SMUD may investigate the alleged wrongful conduct and take any necessary internal corrective action. An employee may (1) follow complaint procedures contained in SMUD’s Complaint Process AP 05.01.04; (2) report their concerns directly to the Fair Employment Office, Legal Office, Auditor, or Labor Relations; or (3) utilize SMUD’s Ethics and Compliance Hotline (800-921-8407) or Website (www.integrity-helpline.com/snud.jsp).</p>
Anti-Retaliation	<p>SMUD strictly prohibits retaliation, including but not limited to interference, harassment, intimidation, or other adverse employment actions against any person who desires to make a complaint; who has made a complaint; or who participates in an investigation of a complaint made pursuant to this policy. An employee who believes that they have been subjected to any form of retaliation prohibited by this policy should immediately report their concerns directly to the Fair Employment, General Counsel, Auditor, or Labor Relation’s Office or utilize SMUD’s Ethics and Compliance Hotline.</p>
Disciplinary Action	<p>Employees who engage in retaliatory conduct against anyone for participating in this process will be subject to disciplinary action, up to and including termination from SMUD employment. Disciplinary action taken under this policy is not subject to the SMUD’s positive discipline requirements.</p>
External Assistance	<p>Employees may also report suspected violations of laws or regulations, commonly referred to as “whistle blowing,” to the California Attorney General’s Public Inquiry Office (800-952-5225) or another appropriate agency.</p>
Related References	<p><u>Administrative Policy</u> AP 05.01.04 – SMUD Complaint Process</p>

Approved By	Established Date	Effective Date	Next Review Date	Page
Paul Lau	05/01/2006	04/24/2024	04/24/2027	Page 1 of 2



Administrative Policy

AP 05.01.03

Section Employment	Subject Civil Rights	Title Whistleblower and Anti-Retaliation
------------------------------	--------------------------------	--

AP 05.02.09 – Positive Discipline

SMUD Form 1689 – SMUD Complaint Form

SMUD's Ethics and Compliance Hotline
800-921-8407 or www.integrity-helpline.com/SMUD.jsp

Approved By Paul Lau	Established Date 05/01/2006	Effective Date 04/24/2024	Next Review Date 04/24/2027	Page Page 2 of 2
--------------------------------	---------------------------------------	-------------------------------------	---------------------------------------	----------------------------

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

 Administrative Policy		AP 05.02.06	02/12/2015*
Section	Subject	Title	
Employment	Employment Conduct	Substance Abuse	

Policy

It is our policy to have a workplace free from the effects of drug and alcohol abuse. Therefore, working while under the influence of illegal drugs or alcohol is prohibited. The SMUD recognizes that drugs and alcohol can be addictive. We prefer to help an employee overcome drug and alcohol abuse rather than taking disciplinary action. However, the decision to seek diagnosis and accept treatment is primarily the employee's responsibility.

Guidelines

General

The SMUD provides a Drug and Alcohol-free Awareness Program to help employees understand and avoid the perils of drug and alcohol abuse. In addition, we provide help in overcoming drug and alcohol dependency problems. We believe that early recognition and treatment is important for successful rehabilitation and encourages the employee's earliest possible recognition, diagnosis, and treatment.

Conditions for Drug / Alcohol Screening

Drug/alcohol screening may be performed in cases where there is evidence of drug or alcohol abuse or reasonable cause to believe an employee's use violates SMUD policy. Additionally, drug/alcohol screening will be performed in all situations required by law or regulation. IBEW represented and PAS employees should refer to Attachment 1. OSE represented employees should refer to Attachment 2. Represented employees should also refer to their respective Memorandum of Understanding.

Confidentiality of Screening Results

An employee's screening results will be treated confidentially. The nature of the results will be reported only to SMUD management representatives on a strictly need-to-know basis.

Self Referrals

Confidential assistance is provided through our Employee Assistance Program. Employees who voluntarily request assistance may enter a rehabilitation program and do so without jeopardizing their continued employment with the SMUD. See the appropriate MP Attachment for rehabilitation program details.

SMUD-Directed Referrals



Administrative Policy

AP 05.02.06

02/12/2015*

Section	Subject	Title
Employment	Employment Conduct	Substance Abuse

When a drug/alcohol screening indicates positive test results, the employee will be evaluated by the SMUD's professionally qualified substance abuse evaluator as to whether or not the employee is chemically dependent, and placed in our rehabilitation program. This will not jeopardize the employee's continued employment, provided they adhere to the terms of the rehabilitation program. See the appropriate MP Attachment for rehabilitation program details.

Use Of Alcohol

Drinking alcoholic beverages is not permitted on SMUD premises or on SMUD time. SMUD has no blanket ban on drinking alcoholic beverages at lunch. Instead, each senior leadership member has final authority to determine their department's use of alcohol during lunch. We expect every employee to use prudence, good judgment and be fit for work. This policy is not to be considered as encouragement to use alcohol at lunch but is rather an expression of trust and confidence in the good judgment of SMUD employees.

Use Of Prescribed Medicine

Employees should notify their supervisor when using prescribed drugs or controlled substances that could impair their performance. The supervisor and the SMUD's health representatives will jointly determine if the employee should be given a different job assignment during the period of treatment.

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

 Administrative Policy		AP 05.02.09	02/12/2015*
Section	Subject	Title	
Employment	Employee Conduct	Positive Discipline	

Policy

SMUD believes each employee is primarily responsible for managing their performance and behavior. As part of performance management, SMUD manages discipline as a positive process that focuses on helping an employee succeed in performing their job well. The role of supervision is to help an employee, in a personal, adult, non-threatening way to achieve the self-discipline and self-direction to change performance or behavior if needed. The process SMUD has chosen is called Positive Discipline. This process is not used during an employee's initial probation or for employees appointed to positions exempt from "district civil service" as defined in section 12055 of the Municipal Utility District Act.

Introduction

Positive Discipline is a system for recognizing good performance and assuring mature treatment of employees when problems arise. It does not emphasize punishment, but focuses on helping each employee succeed in doing their job well.

The key aspects of the Positive Discipline system are:

- Recognizing and encouraging good performance.
- Correcting performance problems through coaching.
- Building commitment to effective work standards and safe work practices.

Emphasis -- Positive Discipline emphasizes the individual employee's responsibility for managing their performance and behavior.

If an employee has a safety/conduct, attendance or work performance problem, Positive Discipline focuses on communicating SMUD's expectation for change and improvement. This expectation is communicated to the employee in a personal, adult, non-threatening way.

Positive Discipline gives the employee a chance to correct poor performance. It also builds employee commitment, not just compliance, to SMUD's performance expectations. Each step of the process reminds the employee of the performance that is expected and helps to obtain the employee's commitment to meet that expectation. The emphasis is not on punishment. Instead, the decision and responsibility to change performance rests with the employee.



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
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Positive Recognition

When an employee performs their work well, they deserve to be recognized for it. A key aspect of the Positive Discipline system is recognizing and encouraging good performance.

Positive Recognition is an integral part of the Positive Discipline process. It is based on the beliefs that:

- An employee will exercise self-discipline and self-direction to achieve goals to which they are committed.
- Their commitment level is a function of the positive feedback they receive in connection with their efforts to achieve those goals.
- Most employees, if not all, want to meet or exceed performance expectations, and deserve to be recognized for that effort.

Recognition efforts are intended to reinforce good performance. Such efforts may range from a supervisor's informal discussion to a formal acknowledgment from the Board of Directors. Recognition may also appear in the media, such as an article in the Hi-Lines or another SMUD newsletter.

The following forms of recognition provide a framework within which supervisors are expected to recognize the employee's achievements. They should be used frequently, with the degree of recognition related to the level of achievement.

Positive Contact - A Positive Contact is a verbal contact where good performance is reinforced. It is the informal "pat on the back" for meeting or exceeding expectations. These discussions should be conducted by the immediate supervisor soon after expectations have been met or exceeded. These discussions may also focus on meeting or exceeding expectations on a specific improvement area, or meeting or exceeding expectations in overall work performance.

It is recommended, but not required, that the supervisor log these contacts in the Employee Discussion Log (SMUD Form 2204). Whether or not to document a Positive Contact is at the discretion of the supervisor, depending upon the significance of the event which triggered the discussion. One of the expectations of the supervisor will be to look for Positive Contact opportunities.

Other supervisors, such as the second level supervisor or department director, may also initiate Positive Contacts where appropriate. In these instances, the immediate supervisor may be made aware of this Positive Contact in order to see that it is logged. However, where the employee is

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997
*Project Update 10/2021

Page 2 of 10



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
------------------------------	------------------------------------	-------------------------------------

not in the direct supervision structure of the person giving the Positive Contact, informal notes about a job well done are appropriate and need not be logged in the Employee's Discussion Log. Conversely, there is no reason they should not be logged either.

It is anticipated that the employee will receive Positive Contacts, even if they are currently being counseled for other types of performance improvement. As such, they may receive Positive Contacts in one performance area during the same time period they are receiving coaching under the Positive Discipline guidelines in another performance area. There are risks associated with sending these two messages if they come from different sources. A misunderstanding could arise if the employee believes that the Positive Contact is a truer description of their overall performance and coaching is unwarranted. To reduce this misunderstanding, supervisors outside of the employee's direct line of supervision should make an effort to inform the supervisor when Positive Recognition is appropriate.

Letter of Recognition - A Letter of Recognition is a written contact for performance that clearly exceeds expectations and warrants recognition beyond the informal Positive Contact level. A Letter of Recognition should be issued when the employee has responded to unusual job demands in an exemplary manner. It is designed to be used when an employee's performance is such that they have set an excellent example of what good performance is all about and management wants to recognize and permanently reflect that in their personnel file.

This written letter should usually be signed by the second level of supervision or senior leadership, and should be filed in the employee's personnel file in People Services & Strategies.

To ensure timely recognition, "Letters of Recognition" should generally be issued within two weeks of the occurrence or set of occurrences which warranted the letter.

Recognition Opportunities -- Opportunities for recognizing employees through Positive Contacts and/or Letters of Recognition include, but are not limited to, the following examples where an individual or team:

- Took effective action in a crisis or emergency situation.
- Developed a significant safety, quality, or environmental suggestion or a cost or work saving idea.
- Improved unit reliability.

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997
*Project Update 10/2021

Page 3 of 10



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
------------------------------	------------------------------------	-------------------------------------

- Provided special training or assistance to other employees.
- Completed a major project in a safe, cost effective and timely manner.
- Attained outstanding performance in optimizing yields, production or product quality.
- Maintained a good attendance record over a significant period of time.
- Maintained an overall satisfactory work record over a sustained period.
- Made a significant and sustained improvement in performance following coaching.

Coaching

Coaching is an effective method for the immediate supervisor to enhance performance and/or correct an emerging performance problem by:

- Clarifying performance expectations
- Providing performance feedback
- Identifying problem causes and solutions
- Getting results
- Maintaining relationships and helping employees succeed.

Coaching is not a formal level of discipline.

Coaching for Performance Enhancement - Coaching is a day-to-day expectation of every supervisor at SMUD. Each supervisor is expected to help an employee achieve excellence in their performance by providing know-how, feedback and training. Coaching can be as routine as priority setting discussions on a daily basis, or as involved as training an employee on new equipment or procedures. It also involves helping an employee recognize opportunities to enhance satisfactory or superior performance. Recognizing an employee for a job well done is another essential feature of coaching.

Coaching can come from many sources. It can come from supervisors, co-workers, support organizations, and other such sources. While it is anticipated that the typical coaching process will be a verbal contact from the employee's immediate supervisor, requirements and expectations can also be communicated in a written form.

Supervisors are not required to document these coaching activities, but may elect to do so in the Employee Discussion Log if they believe a record of the contact will be useful at a later date. Since this type of



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
------------------------------	------------------------------------	-------------------------------------

contact is very informal, over-documentation of this type of coaching should be avoided as it will tend to overly formalize the process.

Coaching for Problem Solving - This is a discussion with an employee which will be necessary when a work performance, safety/conduct, or attendance problem has developed. The objective in coaching is to clarify expectations, help the employee recognize why their current performance is not fully meeting those expectations, develop effective solutions, and obtain a commitment from the employee as to how the problem will be corrected.

Documentation is suggested in cases where it is anticipated that initial coaching may not correct the problem, and will usually be required in order to progress to formal discipline. Documentation should consist of a note in the Employee Discussion Log indicating the subject matter and the date the discussion occurred.

Documentation - The Employee Discussion Log is not placed in the employee's personnel file.

More than one coaching session may be appropriate before initiating formal discipline. However, coaching is not necessarily required.

Administrative Guidelines

Performance problems that require the use of Positive Discipline are divided into three general categories: Safety/Conduct, Work Performance, and Attendance. An employee may have a maximum of three Oral Reminders at any one time, each in a different category. If another problem occurs that requires formal discipline in a category where there is already an active Oral Reminder, the discipline must escalate to a higher level, usually a Written Reminder.

Similarly, the maximum number of Written Reminders that may be active at one time is two, each in a different category. Should another performance problem occur where there is already an active Written Reminder, the discipline step must escalate to a Decision-Making Leave (DML). An Oral Reminder may be given in a third category while there are Written Reminders in two categories, but any escalation beyond that would have to advance to a DML.

Because the DML is the last opportunity for an employee to make a total performance improvement commitment, there can be only one active DML. If an employee is not terminated after what may appear as a significant infraction while under an active DML, the decision not to terminate should be documented and reviewed by the supervisors who authorized the original DML.

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997
*Project Update 10/2021

Page 5 of 10



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
------------------------------	------------------------------------	-------------------------------------

It is strongly recommended that supervisors continue informal coaching at any step of the Positive Discipline process.

Formal Levels

Issuing formal discipline requires that a formal discussion be held with the employee by the employee's immediate supervisor. In the discussion, the employee's overall work record, and work performance, attendance, or safety/conduct problems are reviewed. Supervisors should consult with Labor Relations before any discussion takes place with the employee. Supervisors shall inform represented employees of their right to union representation prior to investigatory discussions or the imposition of formal discipline. When formal discipline is given, supervisors should obtain a verification of receipt.

Oral Reminder - The Oral Reminder is the first level of formal discipline in the Positive Discipline process. It is used when an employee does not respond to coaching or when the seriousness of the behavior warrants this level of attention. The issuing of formal discipline shall only occur following a formal discussion noting the employee's explanation for the problem. As always, coaching is encouraged.

This level of formal discipline requires that the supervisor meet with the employee. At this meeting, the supervisor will remind the employee of their responsibility for performance, express confidence in the employee's ability to improve, seek and support a commitment to improve performance through a problem-solving approach, and inform the employee that, after the effective date of this policy revision, this level of formal discipline will remain active for 6 months. The supervisor will also give the employee copies of any, relevant, non-confidential documentation.

Written Reminder - A Written Reminder is the second level of formal discipline in the Positive Discipline process. It is administered when the employee does not meet a commitment to improve following an Oral Reminder or can be used when a single infraction is serious enough to warrant this level of discipline. An investigatory discussion, in which the employee's explanation for the problem is noted, shall occur prior to issuing this level of discipline. Here, as always, coaching is encouraged. A Written Reminder is filed in the employee's personnel file.

This level of formal discipline requires that the supervisor meet with the employee. At this meeting, the supervisor will remind the employee of their responsibility for performance, express confidence in the employee's ability to improve, seek and support a commitment to improve performance through a problem-solving approach, and inform

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997
*Project Update 10/2021

Page 6 of 10



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
------------------------------	------------------------------------	-------------------------------------

the employee that, after the effective date of this policy revision, this level of formal discipline will remain active for 9 months. The supervisor will also give the employee copies of any relevant, non-confidential documentation.

Decision-Making Leave (DML) - A Decision-Making Leave is the third and final level of formal discipline in the Positive Discipline process. It is given to an employee when the employee does not meet a commitment to improve following a Written Reminder or can result from a single infraction which is serious enough to warrant this level of discipline. As in all levels of formal discipline, an investigatory discussion shall occur prior to issuing a DML. Here again, as always, coaching is encouraged.

A formal discussion is held with the employee. The discussion is immediately followed by placing the employee on a day off with pay for the employee to decide if they are capable and willing to meet SMUD's expectations. The DML should occur on the employee's next scheduled work day. If the employee is willing to make an immediate and sustained improvement in their overall work record, the employee will report this to the supervisor following the DML. In this follow-up discussion, specific improvement plans should be discussed. The employee should be informed that this is the final level of formal discipline and will remain active 12 months, and that if they do not show immediate and sustained improvement in their overall performance, termination will likely result. The employee will be given a letter summarizing the DML discussion and the employee's decision.

Crisis Suspension

A crisis suspension is used to remove an employee from the work site while the supervisor investigates certain events or allegations. Situations in which a crisis suspension may be used typically involve issues where an immediate separation of the employee from the work environment is in the best interests of the employee, fellow employees, and SMUD. Some examples include but are not limited to, theft, fighting, violation of the substance abuse policy, or insubordination. An employee who is placed on crisis suspension will be paid regular straight time wage or rate of pay for all scheduled hours not worked due to the crisis suspension.

If, upon completion of its investigation, SMUD finds that no disciplinary action is required, the employee will be returned to work. If SMUD determines that disciplinary action should be taken, the appropriate disciplinary action will be administered.

In order to protect employees and property, a supervisor may act under their own authorization unless the urgency level of the situation allows the supervisor to get prior approval first.

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997 *Project Update 10/2021
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Page 7 of 10



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
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Termination

A termination occurs when Positive Discipline has failed to bring about a positive change in an employee's behavior, such as another disciplinary problem occurring within the twelve-month active duration of a DML. Termination may also occur in those few instances when it is determined that a single offense is of such major consequence that the employee forfeits their right to the Positive Discipline process. Notwithstanding the foregoing, if a performance problem that normally would result in formal discipline occurs during an active DML, mitigating factors such as length of employment, performance record, nature and seriousness of violation, etc., will be considered before a decision is made to terminate an employee. If the decision is not to terminate an employee at this stage, the decision shall be documented and the documentation placed in the employee's personnel file. The employee shall also be given a copy of this documentation.

An employee may be removed or discharged from SMUD employment for any of the following causes (Reference: Section 12162 and Section 11937(b), California Municipal Utility District Act):

- Incompetence
- Habitual intemperance
- Immoral conduct
- Insubordination
- Discourteous treatment of the public
- Dishonesty
- Inattention to public service

Deactivation

The deactivation process recognizes improved performance and is a very important part of the Positive Discipline program. It is used when an employee improves their performance and maintains fully satisfactory performance during the active period of a formal disciplinary action.

Ensuring Deactivation Occurs -- Labor Relations maintains a master list of deactivation dates and sends reminders to affected supervisors of upcoming deactivation dates. The supervisor meets with the employee to tell them the discipline is deactivated and in the case of a Written Reminder or DML, writes a memo telling the employee the respective discipline is inactive; commends the employee for improved performance; removes all references to the respective discipline from the division/department files; notes the inactive status of the discipline on the Employee Discussion Log, and returns the deactivation reminder to Labor Relations documenting that deactivation has been completed.



Administrative Policy

AP 05.02.09

02/12/2015*

Section Employment	Subject Employee Conduct	Title Positive Discipline
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Deactivation Dates -- The active period of formal discipline actions taken after the effective date of this policy revision is as follows:

- Oral Reminder – 6 Months
- Written Reminder – 9 Months
- Decision Making Leave – 12 Months

Formal discipline will deactivate when the time period for that particular formal discipline step has expired unless that step has led directly to an additional formal discipline step.

In the event an employee at a formal discipline step is placed on an approved leave of absence in excess of 10 consecutive workdays, the active period referred to above will be suspended until the employee returns to the active payroll. However, if an employee is off the active payroll in excess of 12 consecutive months, any discipline will be deactivated upon the employee's return to the active payroll.

Supervisors will notify the employee and Labor Relations when a deactivation period has been extended beyond the normal time frame.

Maintaining Deactivated Documents - Deactivated documents related to all formal levels in the Positive Discipline program will be maintained in a confidential file in Labor Relations.

Related Policy Statements

Substance Abuse - Violations of SMUD's substance abuse policy are not subject to the provisions of the Positive Discipline policy. If it is determined that an employee is violating SMUD's substance abuse policy, then the correction of their performance issues related to the substance abuse cause will be administered according to SMUD's Substance Abuse policy.

Discrimination/Harassment – Violations of SMUD's Discrimination and Harassment policy are not subject to the provisions of the Positive Discipline policy. If it is determined that an employee is violating discrimination/harassment policy, then the correction of their associated behaviors will be administered according to the Discrimination/Harassment policy.

Performance Appraisals - While the underlying performance issues which result in formal disciplinary action are a basis for performance appraisals, SMUD will not make reference to any formal level of discipline in those appraisals. The recognition of good or poor performance and their related specifics, however, may be discussed.

Related References

Administrative Policies

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997
*Project Update 10/2021

Page 9 of 10



Administrative Policy

AP 05.02.09

02/12/2015*

Section	Subject	Title
Employment	Employee Conduct	Positive Discipline

AP 05.01.01 - Nondiscrimination
AP 05.02.06 - Substance Abuse

Approved: Jan Schori

Supersedes SDP 4.4.1 dated Sep 1997
*Project Update 10/2021

Page 10 of 10

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

		Administrative Policy	AP 05.03.05
Section Employment	Subject Employment Practices	Title Outside Employment	

Policy An employee shall not be employed outside of SMUD or actively participate in any outside business, if such involvement interferes with SMUD’s requirements for job performance or availability for mandatory work outside regularly assigned work hours, or if it creates a conflict of interest. Employees who fail to comply with this policy may be subject to Positive Discipline pursuant to AP 05.02.09.

Guidelines Employees considering outside employment should discuss the matter with their supervisor to determine if it will conflict or interfere with SMUD employment. Senior leadership members and Process Owners are authorized to determine the appropriateness of an employee’s outside employment.

Employees shall not engage in activities, which could result in criticism to SMUD or provide the employee an advantage for personal financial gain at SMUD’s expense. These conditions occur when the employee:

1. Accepts payment for services that would normally be provided by SMUD.
2. Deals in goods or services with contractors or contractor personnel while performing SMUD business.
3. Acts as an advisor, consultant, or witness in matters which SMUD administers or which conflict with SMUD’s interests.
4. Makes, participates in, or influences any SMUD contract, transaction, or decision where from they or a family member might have a financial interest greater than a general member of the community and not otherwise permitted by law.
5. Uses SMUD resources not available to the general public such as equipment, supplies, facilities, or information.
6. Engages in any business transaction or undertaking which could influence their judgment or action on matters in which they may be involved as part of SMUD employment.
7. Fails to timely and sufficiently disclose financial interest in a SMUD transaction or as required by law and good ethics.

Related References [Administrative Policy](#)
AP 05.02.09 – Positive Discipline

Approved By Paul Lau	Established Date 07/01/2001	Effective Date 02/23/2022	Next Review Date 02/23/2025	Page Page 1 of 1
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Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

 Management Procedure		MP 04.03.02.100
Section	Subject	Title
Total Rewards	Education and Tuition Benefits	Education Assistance and Tuition Reimbursement

Purpose The Education Assistance and Tuition Reimbursement (EATR) benefit supports SMUD’s philosophy of continuous employee learning and development.

Eligibility Regular full-time and part-time employees may request education assistance only for classes started after the employee’s hire date. Limited term and casual employees are not eligible for this benefit.

Employees whose overall performance is unsatisfactory or who are currently under formal disciplinary action, at the time of application approval process, are not eligible for education assistance.

Requirements Employees take approved classes and complete study assignments outside their regular work hours.

Employees must achieve a C grade or better, or pass a non-graded course, to be eligible for education assistance. If employees do not meet this requirement, they must repay SMUD for any advances provided, within 60 days of course completion.

In accordance with these procedures, IRS regulations, and SMUD’s Accountable Plan (defined in MP 03.02.02.101– Employee Reimbursements), employees must reconcile any advances and file any claims for reimbursement **within 60 days after course withdrawal or completion. If employees do not meet the 60-day requirement**, SMUD reports education assistance as income on employees’ Form W-2 Wage and Tax Statement and may take additional action if employees fail to follow directives to reconcile advances or file reimbursement claims (See “Consequences of Non-Compliance” below).

Employees needing an accommodation to participate in the EATR benefit should refer to A.P. 06.01.02.

Separation from Employment SMUD expects employees to work for SMUD for at least one year after course completion. If an employee voluntarily separates from SMUD employment, including retirement, within one year of the course completion date, the employee must repay SMUD for any education assistance received during the employee’s last year of employment. Repayment is waived if separation is initiated by SMUD (e.g. layoff, termination).

Approved By	Established Date	Effective Date	Next Review Date	Page
Jose Bodipo-Memba	03/28/2008	01/01/2025	01/01/2028	Page 1 of 8



Section Total Rewards	Subject Education and Tuition Benefits	Title Education Assistance and Tuition Reimbursement
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Eligible Classes and Expenses

Education assistance is available for the following:

- Any class taken in fulfillment of requirements of a post-secondary degree program at an accredited college or university. To be recognized as “accredited” for the purpose of this program, the institution must be listed in the accreditation database maintained by the U.S. Department of Education’s Office of Post-Secondary Education. The database is available on their website.
- Classes or courses taken towards completion of certification programs offered through an accredited college, university or vocational school related to SMUD’s business.
- Individual classes in subjects applicable to business functions offered through an accredited college or university.

The following are typical eligible expenses (must be a verifiable requirement or expense of course attendance):

- Tuition and application fees.
- Required textbooks, e-books, and software, except operating systems, as outlined in the syllabus or course description.
- Required materials (other than textbooks) and service fees as stated in the syllabus or course description unless excluded below in “Ineligible Expenses”, not to exceed \$50.00 per course.

Other required fees as defined on the institution fee schedule.

Examples of these fees include:

- Mandatory college union fees.
- Mandatory associated student membership fees.
- Library access fees.
- Transcript fees required to prove satisfactory course completion.
- Graduation fees.

Ineligible Classes and Expenses

Education assistance is intended for employee development that is outside the scope of an employee’s existing job classification. The program does not provide for the following:

- Classes or courses of study that have no relationship to SMUD’s business functions unless part of a pre-approved post-secondary degree program.

Approved By Jose Bodipo-Memba	Established Date 03/28/2008	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 2 of 8
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Section Total Rewards	Subject Education and Tuition Benefits	Title Education Assistance and Tuition Reimbursement
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- Classes or courses of study taken solely for personal enrichment or recreation.
- Classes, courses of study or conferences required for an employee's current job.
- Classes, fees or other activities that prepare an employee for admission or examination required for professional certifications or licenses and continuing education units required to maintain professional certifications or licenses.

Note: Professional licenses, certifications, and conferences not reimbursable under this program may be eligible for reimbursement through department budgets with supervisor and/or manager approval.

Ineligible expenses include but are not limited to:

- Items not required of all class participants.
- Items, other than textbooks, that the employee will keep at end of course.
- Personal computers, laptops, tablets, external devices, operating systems, flash drives, printer paper and ink, and photocopies.
- Graduation cap and gown.
- Lodging, meals and transportation, including parking expenses.

Coverage and Limits

Eligible full-time employees may obtain up to \$5,250 in education assistance for approved classes and expenses per calendar year. Eligible part-time employees may obtain up to \$2,500 in education assistance per calendar year. No more than the maximum of \$5,250 will be reimbursed per calendar year. Once the limit is reached in any calendar year, no further costs are allowable for courses that end in the same calendar year.

Employees may not receive education assistance from SMUD for any education expenses paid through a scholarship, grant or other assistance.

Approved By Jose Bodipo-Memba	Established Date 03/28/2008	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 3 of 8
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Section Total Rewards	Subject Education and Tuition Benefits	Title Education Assistance and Tuition Reimbursement
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Employees may not include as a tax deduction any education expenses paid by SMUD (whether or not these expenses are also included in an employee's 1099-T, Tuition Statement, received from the education institution) unless SMUD included the education assistance as income on the employee's W-2 statement.

Application Procedure: Participation and Course Approvals

Step 1: Verification of Employee Eligibility

The employee completes **Section 1 (Eligibility)** of *SMUD Education Assistance/Tuition Reimbursement Request Form (No. 0220)* with their supervisor. The supervisor or senior leadership member determines whether or not the employee meets eligibility requirements. (See "Eligibility" above.) If the employee is not eligible to participate in the program, the supervisor/senior leadership member notifies the employee and the process stops. If the employee is eligible to participate in the program, the supervisor signs Section 1 of the request form and returns the form to the employee.

Step 2: Employee Request

The employee completes **Section 2 (Course Information)** of Form 0220. The employee includes the exact title and a brief description of the course(s) on the request form, the purpose of the course(s), etc.

The employee attaches the registration fee schedule for the course as well as an estimated cost of textbooks and other required expenses to the form and completes **Section 3 (Expenses)** indicating whether they would like to either:

- a) Obtain an advance payment of educational expenses from Accounting (see "Request for Advance" below), or
- b) Request reimbursement from Accounting after course completion (see "Reimbursement" below).

The employee completes and signs **Section 4 (Conditions)** indicating their understanding of the conditions of this benefit and the truth and accuracy of the information submitted.

Once complete, the employee submits the original request and attachments to Benefits.

Approved By Jose Bodipo-Memba	Established Date 03/28/2008	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 4 of 8
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Section Total Rewards	Subject Education and Tuition Benefits	Title Education Assistance and Tuition Reimbursement
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Step 3: Approval of Course(s) and Expenses

Benefits reviews the request, determines whether the course and expenses are eligible for education assistance, approves eligible courses and expenses and deletes any ineligible expenses. If the requested course of study does not meet eligibility requirements, Benefits returns the original form and attachments to the employee and the process stops.

If Benefits approves the courses and expenses, and the employee has **requested an advance**, Benefits returns a copy of the request and attachments to the employee and forwards the originals to Accounting. The employee must keep a copy of the form and attachments to use for the reconciliation of actual expenses after course completion (see below).

If Benefits approves the courses and expenses, and the employee has **requested a reimbursement**, Benefits returns the original request and attachments to the employee to keep until they submit them following course completion.

NOTE: If an employee wants to know whether a requested course and expenses are eligible for education assistance prior to registering for a course, the employee should submit the application a minimum of 30 days before the registration deadline.

Changes to Approved Course of Study

If an employee changes an approved class or course of study, the employee must submit a new application request to Benefits along with the original approved request.

**Procedure:
Request for Advance
(before course
completion)**

The Accounting department generally processes such requests within fifteen (15) business days of receipt if sufficient documentation is submitted with the request. The advance is directly deposited into the employee's checking account.

An employee may not have more than two outstanding education advances at any one time.

Approved By Jose Bodipo-Memba	Established Date 03/28/2008	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 5 of 8
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Section	Subject	Title
Total Rewards	Education and Tuition Benefits	Education Assistance and Tuition Reimbursement

Benefits will contact Labor Relations to validate an employee is not currently under formal disciplinary action and will contact People Services & Strategies to validate the employee's overall performance is not unsatisfactory before issuing an advance.

**Procedure:
Reconciliation of
Advances (upon
withdrawal or after
course completion)**

Employees must reconcile advances against actual expenses within 60 days after course completion or withdrawal from a course in order to avoid taxation on this employee benefit.

To reconcile an advance, the employee:

Reports actual expenses on **Section 6 (Advance Reconciliation to Accounting, or Reimbursement)** on the approved *SMUD Education Assistance/Tuition Reimbursement Request Form (No. 0220)*.

Attaches proof of successful course completion (C grade or "pass" for non-graded courses) showing the exact title of course, date of completion and employee's name.

Attaches original detailed receipts of tuition and eligible expenses with documentation that the expenses were required (e.g. the official course syllabus or course outline that lists the textbooks, software, and other fees required for the course).

Submits the completed form with supporting documentation to Accounting. If the employee did not successfully complete the course or received an advance in excess of actual expenses, the employee repays SMUD the advanced amount or the excess amount advanced as applicable.

The Accounting department reviews the documentation of actual expenses. Benefits must approve any expenses not previously approved. Accounting completes the Accounting portion of **Section 6 (Advance Reconciliation to Accounting, or Reimbursement)** and **Section 7 (Reconciliation and/or Reimbursement Approval)**.

Accounting notifies employee of any differences and collects repayment to SMUD as needed.

**Procedure:
Reimbursement (after
course completion)**

Employees must submit reimbursement claims within 60 days after course completion in order to avoid taxation on this employee benefit.

To request reimbursement, the employee:

1. Completes the reimbursement portion of **Section 3 (Expenses)** and reports actual expenses on **Section 6 (Advance**

Approved By	Established Date	Effective Date	Next Review Date	Page
Jose Bodipo-Memba	03/28/2008	01/01/2025	01/01/2028	Page 6 of 8



Section Total Rewards	Subject Education and Tuition Benefits	Title Education Assistance and Tuition Reimbursement
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Reconciliation to Accounting, or Reimbursement) of SMUD Education Assistance Request Form (No. 0220).

2. Attaches proof of successful course completion (C grade or “pass” for non-graded courses) showing the exact title of the course, date of completion and employee’s name.
3. Attaches original detailed receipts of eligible expenses with documentation that the expenses were required (e.g. the official course syllabus or course outline that lists the textbooks, software, and other fees required for the course).
4. Submits the completed form and supporting documentation to the Accounting department for payment.
5. The Accounting department reviews the documentation of actual expenses paid by the employee. Benefits must approve any expenses not previously approved. Accounting completes the Accounting portion of **Section 6 (Advance Reconciliation to Accounting, or Reimbursement)** and **Section 7 (Reconciliation and/or Reimbursement Approval)**.
6. Accounting processes reimbursement payment to employee within fifteen (15) business days.

Benefits will contact Labor Relations to validate an employee is not currently under formal disciplinary action and will contact People Services & Strategies to validate the employee’s overall performance is not unsatisfactory before issuing a reimbursement.

Consequences of Non-Compliance

An employee’s failure to follow these procedures or directives to reconcile or repay advances can result in being ineligible for future advances and education assistance one year from the incident. If an employee fails to reconcile three education assistance advances in a timely manner, the employee may not receive additional advances for a period of one year (employee may be eligible for reimbursement only).

If an employee behaves in a manner that warrants ineligibility for future benefits or other disciplinary action (e.g. dishonesty), Labor Relations follows up with the employee’s supervisor to ensure the consistent application of SMUD policy and procedures.

The Accounting department reviews Education Assistance and Tuition Reimbursement accounts on an ongoing basis in order to obtain timely

Approved By Jose Bodipo-Memba	Established Date 03/28/2008	Effective Date 01/01/2025	Next Review Date 01/01/2028	Page Page 7 of 8
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Section	Subject	Title
Total Rewards	Education and Tuition Benefits	Education Assistance and Tuition Reimbursement

employee reconciliation and repayments. Accounting may assign unpaid accounts for debt collection.

Related References

IRS Publications

- 15-B – Employer’s Tax Guide to Fringe Benefits
- 970 – Tax Benefits for Education (in particular, Chapter 11 – Employer-Provided Educational Assistance)

IBEW Memorandum of Understanding & Letter of Agreement

OSE Memorandum of Understanding

PSOA Memorandum of Understanding

Administrative Policies

- AP 04.01.01 – Total Rewards Philosophy
- AP 04.03.02 – Education Assistance and Tuition Reimbursement
- AP 04.03.03 – Professional Memberships, Licenses and Certifications
- AP 05.02.09 – Positive Discipline
- AP 06.01.02 – Disability Accommodation

Management Procedures

- MP 03.02.02.101 – Employee Reimbursements

SMUD Forms

- 0220 – Education Assistance/Tuition Reimbursement Request

Approved By	Established Date	Effective Date	Next Review Date	Page
Jose Bodipo-Memba	03/28/2008	01/01/2025	01/01/2028	Page 8 of 8

Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)



Management Procedure

MP 04.05.13.100

Section Total Rewards	Subject Employee Leaves	Title Bereavement Leave
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Usage

Eligible employees may be granted up to five days of bereavement leave for each death of a family member. Up to three of the five days of bereavement leave will be paid leave. Any additional leave time granted beyond three days should be charged to personal leave, annual leave, sick leave, comp time, or leave without pay.

Family Member Defined

For the purposes of bereavement leave a family member is defined as the employee's:

- spouse or registered domestic partner;
- Parent or child (these include biological, stepchild or stepparent, foster, adopted, legal ward, child or parent of a spouse/domestic partner, or a person to or for whom the employee stands in loco parentis);
- Grandparent or grandchild;
- sibling (includes step- brother or step- sister); or
- daughter-in-law or son-in-law; or
- nieces, nephews, uncles or aunts.

Eligibility

All employees are eligible for paid bereavement leave except Student Employment Program participants, rehired CalPERS annuitants, and contract employees.

Requests, and Documentation

Employee's requesting leave should identify the name of the deceased, the date of death, and their familial relationship to that person.

Employees must request bereavement leave within 90 days of the date of death, even if the leave will be used after that. Bereavement leave is not granted beyond one year after the date of death.

If requested, the employee must provide to Employee Relations within a reasonable period of time, not to exceed 30 days, adequate documentation of the death and family relationship. Such documentation may consist of a death certificate, published obituary, written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Any documentation received pursuant to this policy shall be kept confidential unless shared internally (as necessary) or as required by law.

Approved By Jose Bodipo-Memba	Established Date 12/01/1995	Effective Date 02/23/2024	Next Review Date 02/23/2027	Page Page 1 of 1
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Employees should refer to Policies and Procedures under Work Resources on the iNet for all up-to-date policies. (Revised 1/1/2026)

		Management Procedure	MP 05.03.03.100
Section	Subject	Title	
Employment	Employment Practices	Relocation Expenses	

Relocation Expenses	As part of the total package in selecting the top candidate, the hiring Business Unit Executive and the People Services & Strategies (PS&S) Director or Delegate may authorize reimbursement of relocation expenses in accordance with SMUD policy and the limitations set forth in this procedure.
Approval Required	Hiring Managers must receive approval from PS&S and their Business Unit Executive before offering to reimburse the selected candidate for relocation expenses. Approval can either be for specific items and/or an agreed upon flat rate as outlined in the Relocation Matrix, Attachment 1. Items not outlined in the approved reimbursement will not be compensated.
Documentation Required at time of Hire	PS&S shall document the reasons for the relocation incentives and the approving authority. PS&S shall prepare and process all written employment offers to include relocation expenses, when authorized.
Payment at time of Separation (within 1 year)	As part of the acceptance of an employment offer, the prospective employee must agree in writing to repay SMUD in full for all incentives if they separate from SMUD employment, for any reason other than a SMUD-initiated reduction in force, within one year from the start date. Any amount not collected from the departing employee's final paycheck must be paid immediately by check payable to SMUD for the remaining balance.
Search For Housing	As part of an employment offer, approving authorities may authorize payment for up to five days and four nights of travel for the prospective employee and one authorized guest (such as spouse, domestic partner, child, parent, etc.) to search for new housing prior to relocating to the greater Sacramento area. Covered expenses include one-time, round-trip transportation (mode determined by mutual agreement) to and from the greater Sacramento area, lodging, car rental (plus fuel, parking, etc.), and meals and incidentals at the published GSA (General Services Administration) rate while in the area. Should the selected candidate relocate to the greater Sacramento area on a temporary basis, provisions of "Temporary Housing" below will apply.
Personal Property and Vehicles	Property SMUD may pay moving costs including packing, loading, and transporting up to a maximum of 15,000 pounds (excluding the

Approved By	Established Date	Effective Date	Next Review Date	Page
Jose Bodipo-Memba	09/01/1996	07/25/2025	07/25/2028	Page 1 of 4



Management Procedure

MP 05.03.03.100

Section Employment	Subject Employment Practices	Title Relocation Expenses
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weight of passenger vehicles) of household effects and personal property from the primary previous residence, and unloading and unpacking at the destination. SMUD may pay for moving protection insurance to cover up to 15,000 pounds of household effects and personal property. SMUD will not reimburse for the candidate's or their family members' own time spent packing, unpacking, or any expenses incurred for exceeding 15,000 pounds of property.

Vehicles

SMUD may also pay the cost of transit insurance and commercial *shipping* for up to two passenger vehicles as follows:

Traveling Distance	Number of Vehicles covered	Coverage Includes
< 500 miles	One	1 st Vehicle: Full cost (including shipping and insurance) for the most direct route. No additional vehicles included.
> 500 miles	Up to two	1 st Vehicle: Full cost (including shipping and insurance) for the most direct route. 2 nd Vehicle: vehicle: 75% of the full cost (includes shipping and insurance) for the most direct route. No additional vehicles included.

Note: Personally driving a vehicle is subject to standard GSA mileage rates for the most direct route as outlined in Appendix 1.

SMUD may pay for temporary storage of personal property in the greater Sacramento area for up to 30 days and for the one-time

Approved By Jose Bodipo-Memba	Established Date 09/01/1996	Effective Date 07/25/2025	Next Review Date 07/25/2028	Page Page 2 of 4
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Management Procedure

MP 05.03.03.100

Section	Subject	Title
Employment	Employment Practices	Relocation Expenses

handling and delivery of personal property to and from the storage facility.

Transportation and In-Transit Expenses

SMUD may pay the cost to transport by air or rail the employee and their approved guest(s) (i.e. legal spouse/domestic partner, legal dependents, etc.) from the former residence to the new residence in the greater Sacramento area. Transportation reimbursement shall be limited to the most direct route of travel.

SMUD may reimburse employees who choose to relocate themselves and their families by means of personal transportation in accordance with above vehicle provisions.

SMUD may reimburse the cost of lodging while in transit only for the employee. The employee shall be responsible for any additional lodging expenses incurred for members of their household.

SMUD shall reimburse per diem meals and incidentals at the published GSA rate for the employee, legal spouse/domestic partner, and legal dependents while in transit.

SMUD reimbursement for transit costs shall be limited to one day of travel by air or one day for every 350 miles of travel by personal vehicle.

Temporary Housing

Upon relocation to the greater Sacramento area, SMUD may reimburse the employee for temporary lodging for up to 30 days while the employee arranges permanent housing. Reimbursement shall be for lodging only and shall not include meals and incidentals. If the selected candidate stays in a hotel, travelers must use government rates or special discounted rates, whichever is lower. Should the candidate choose to stay elsewhere, the reimbursable rate will not exceed the federal GSA per diem rate.

Payment Arrangements

Once SMUD receives the signed employment offer which includes the candidate's acknowledgement of relocation requirements, the hiring department shall be responsible for submitting vendor invoices for approved expenses through the approved accounting system. Any direct expenses incurred by the candidate will be reimbursable upon hire via submission of receipts following the standard reimbursement process.

Approved By	Established Date	Effective Date	Next Review Date	Page
Jose Bodipo-Memba	09/01/1996	07/25/2025	07/25/2028	Page 3 of 4



Management Procedure

MP 05.03.03.100

Section Employment	Subject Employment Practices	Title Relocation Expenses
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The hiring department shall ensure that candidates obtain pre-approval for all arrangements related to air and rail transportation and the movement and storage of personal property. SMUD shall pay vendors directly for such expenses.

SMUD shall reimburse the employee directly for other authorized travel and living expenses upon completion of the move and commencement of employment with receipts submitted. SMUD does not provide any advance payment of relocation expenses.

Taxation Issues

The IRS considers the payment of certain relocation expenses, whether paid directly to a vendor or as an employee reimbursement, as employee compensation subject to taxation. SMUD will deduct federal and state taxes from taxable relocation expense payments. The total taxable relocation expenses are reported quarterly and will be included on the employee's paycheck as imputed income on the next check following the reporting period deadline. The reporting period deadlines are 2/28, 5/31, 8/31 and 11/15. SMUD shall include taxable amounts in the W2 for the employee in the year of reimbursement. The employee shall be responsible for obtaining tax advice about relocation expenses and maintaining receipts for tax purposes.

Related References

IBEW/OSE/PSOA Memorandums of Understanding

Administrative Policy
AP 05.03.03 – Relocation Expenses

Approved By Jose Bodipo-Memba	Established Date 09/01/1996	Effective Date 07/25/2025	Next Review Date 07/25/2028	Page Page 4 of 4
---	---------------------------------------	-------------------------------------	---------------------------------------	---------------------

INDEX

<p>12-Hour Shift - Benefits.....26</p> <p>12-Hour Shift - Continuation of Schedule26</p> <p>12-Hour Shift - Holiday Pay75</p> <p>12-Hour Shift - Jury Duty80</p> <p>12-Hour Shift - Observing Holiday.....75</p> <p>12-Hour Shift - Overtime52</p> <p>12-Hour Shift - Personal Leave Credit.....70</p> <p>12-Hour Shift - Premium Holiday Pay.....76</p> <p>12-Hour Shift - Relief Crew26</p> <p>12-Hour Shift - Rest Period.....57</p> <p>12-Hour Shift - Schedule25</p> <p>12-Hour Shift - Shift Changes.....26</p> <p>12-Hour Shift - Shift Differential.....16</p> <p>4/10 Shift - Continuation of 4/10 Schedule.....25</p> <p>4/10 Shift - Lunch Period.....25</p> <p>4/10 Shift - Overtime51</p> <p>4/10 Shift - Participation25</p> <p>4/10 Shift - Personal Leave Credit70</p> <p>4/10 Shift - Rest Period.....57</p> <p>4/10 Shift - Schedule24</p> <p>9/80 Shift - Continuation of 9/80 Schedule.....24</p> <p>9/80 Shift - Lunch Period.....24</p> <p>9/80 Shift - Overtime51</p> <p>9/80 Shift - Participation24</p> <p>9/80 Shift - Personal Leave Credit70</p> <p>9/80 Shift - Rest Period.....57</p> <p>9/80 Shift - Schedule23</p> <p>Alternative Work Schedules23</p> <p>Alternative Work Schedules - Overtime51</p> <p>Apprentice Electrician Instructors.....129</p> <p>Apprentice Wage Rates12</p> <p>Artificial Intelligence (AI)137</p> <p>Automatic Resignation.....108</p> <p>Autonomous Technologies (AuT).....137</p> <p>Basic and Alternative Work Schedules22</p> <p>Benefits114</p> <p>Bulletin Boards.....131</p> <p>Bumping.....109</p> <p>Business Meeting Expenses93</p> <p>Certification - Asbestos Workers18</p> <p>Certification - Automotive Service Excellence (ASE)19</p> <p>Certification - Class C Driver’s License with Hazmat Endorsement18</p> <p>Certification - Commercial (Class A or B) Driver’s License17</p> <p>Certification - Crane.....19</p> <p>Certification Requirements for Temporary Upgrade11</p> <p>Change In Lunch Period.....30</p>	<p>Change In Schedule23</p> <p>Change In Shift29</p> <p>Change In Shift - Definition4</p> <p>Change of Law.....7</p> <p>Classification Requiring Commercial Licenses.. 181</p> <p>Coffee Breaks132</p> <p>Communications Expenses.....93</p> <p>Compensatory Time Off.....55</p> <p>Conflict Of Law135</p> <p>Contracting Out132</p> <p>Court Appearance79</p> <p>CTO - Earning and Using56</p> <p>CTO - Eligibility.....55</p> <p>Death In Family79</p> <p>Deferred Compensation Enhancement Program. 122</p> <p>Definitions3</p> <p>Demotions.....106</p> <p>Dental Contributions.....121</p> <p>Direct Contributions123</p> <p>Discipline.....101</p> <p>DOT Drug And Alcohol111</p> <p>Double Time Pay52</p> <p>Dues/Fees.....6</p> <p>Duty As A Witness80</p> <p>Educational Assistance113</p> <p>Effective Date - Merit Increase.....10</p> <p>Election Days.....79</p> <p>Eligibility - Merit Increase.....9</p> <p>Emergency Call-Out59</p> <p>Emergency Duty59</p> <p>Emergency Relief Schedule.....23, 61</p> <p>Emergency Work - Definition4</p> <p>Employee Definitions3</p> <p>Employee Life Insurance.....124</p> <p>Employment Of Relatives.....112</p> <p>Entry Rates - New Employees.....8</p> <p>ESN Requirements - Temporary Upgrades11</p> <p>Established Work Schedule22</p> <p>Expenses88</p> <p>Extended Compensation124</p> <p>Extended Work Schedule - Definition.....4</p> <p>First Shift - Definition5</p> <p>First Shift - Shift Differential16</p> <p>Fitness Center Participation.....125</p> <p>Flame Resistant Clothing.....127</p> <p>General Manager/CEO Hearing99</p> <p>General On-Call Provisions.....31</p> <p>Granting Merit Increases10</p> <p>Grid Assets Line Division Emergency Response During Regular Work Hours59</p>
---	---

Grievance Procedure	97	Multiple Call-Outs	59
Grievance Settlement	99	No Strikes, No Lockouts	136
Grievances	96	Normal Work Schedule	22
Grievances - Informal Resolution	97	On-Call Pay	31
Grievances - Representation	97	On-Call Pay - Cable Locators	39
Grievances - Time Limits	96	On-Call Pay - Distribution System Operators	32
Headquarters Definitions	3	On-Call Pay - Electrical Technician	41
Health Assessment Program	125	On-Call Pay - Facilities Electricians	45
Helicopter Premium	20, 21	On-Call Pay - Facilities Stationary Engineers	46
Holiday - Floating	73	On-Call Pay - Foreman/woman, Fault Locator, and Line Equipment Operator Regular On-call	33
Holiday - Observing	75	On-Call Pay - Gas Operations Classifications	36
Holiday - SMUD Observed	73	On-Call Pay - Hazardous Waste Crew	37
Holiday - Special	73	On-Call Pay - Line Construction Classifications ..	32
Holiday Pay	53, 74	On-Call Pay - Lineman-woman, Apprentice and Pre-Apprentice Regular On-call	34
Holiday Pay - Floating Eligibility	74	On-Call Pay - Network Cable Splicer/Electrician ..	43
Holiday Pay - Premium	75	On-Call Pay - Short Notice On-call	35
Holiday Pay - SMUD Observed Eligibility	73	On-Call Pay - Substation Electricians	39
Holiday Pay - Special Eligibility	74	On-Call Pay - Telecommunications Technicians ..	32
Holidays	73	On-Call Pay - Warehouse Operations	37
IBEW Access To New Employee Orientations	7	Organizational Membership Fees	92
Inclement Weather	113	OT Meals - Allowances	64
JATC	130	OT Meals - Crew Meals	63
Joint Labor-Management Council	130	OT Meals - Eligibility Chart	65
Jury Duty	79	OT Meals - Mealtime	63
Layoff Procedure	109	OT Meals - Owed Meals	64
Leave For Personal Business	82	OT Meals - Reimbursements	66
Leave Of Absence	79	OT Meals - SMUD Provided Meals at Work Site ..	66
Leave Of Absence - Abuse	84	OT Meals- Intervals	63
Leave Of Absence - Court Appearance	79	Other Fringe Benefits	124
Leave Of Absence - Death In Family	79	Outside Employment	112
Leave Of Absence - Effects On Benefits	83	Overtime	51
Leave Of Absence - Effects On Payroll Deductions	84	Overtime - Assignments	53
Leave Of Absence - Election Days	79	Overtime - Bypass Pay	53
Leave Of Absence With Pay	79	Overtime - Computation Of Pay	52
Leave Of Absence Without Pay	82	Overtime - Definitions	4
Long-Term Disability	123	Overtime - Eligibility	51
Lunch Periods	30	Overtime - Improper Overtime Assignments	53
Maternity Leave	82	Overtime - Maximum Allowed	53
Maximum Overtime	53	Overtime - Minimum Time	56
Medical - Employee Contributions	116	Overtime - Shift Differential	17
Medical - Retiree Contributions	117	Overtime Meals	63
Medical Leave	82	Pay Rates - Temporary Upgrades	11
Medical Transfers	106	Payday	8
Merit Increases	8	Payment For Time Not Worked	12
Mileage Reimbursement	88	Performance Evaluations	102
Military Leave Of Absence	85	Personal Appearance	112
Minimum Time - Overtime	56	Personal Leave	68
Minimum Time Worked - Temporary Upgrade	11	Personal Leave - Accrual Limit	69
Miscellaneous Expenses	93	Personal Leave - Bonus	69
Miscellaneous Reimbursable Expenses	92	Personal Leave - Credits	70
Moving Expenses	92		

Personal Leave - Earning	68	Shift Differential - Non-Work Time	17
Personal Leave - Effect of Holidays	71	Shift Differential - Overtime	17
Personal Leave - Emergency Conditions	71	Shift Differential - Pay	16
Personal Leave - Full-Time Employees	68	Shift Employee - Definition.....	4
Personal Leave - Non-Accrual	69	Short Term Disability	124
Personal Leave - Normal Conditions	70	Sick Leave	77
Personal Leave - Part-Time Regular Employees .68, 71		Sick Leave - Guidelines.....	77
Personal Leave - Payment	71	Sick Leave - Incentive Plan	78
Personal Leave - Payment for Unused	71	Sick Leave - Long-Term Disability	78
Personal Leave - Retirement	72	Sick Leave - On A Holiday	77
Personal Leave - Scheduling	70	Sick Leave - Use.....	77
Personal Leave - Sell-Back	69	Sick Leave - While On Personal Leave	77
Personal Tools.....	93	SMUD Tools.....	95
Personal Tools - Replacement.....	94	Special Shift Employee - Definition.....	4
Personal Tools - Responsibility.....	93	Special Work Schedules	22
Personal Vehicle Use	88	Spouse And Dependent Life Insurance	124
Personnel Files	101	Straight Time Pay	52
Prearranged Overtime - Definition.....	4	Subpoena	80
Pregnancy Disability Leave	82	Substance Abuse Program	111
Premium Holiday Pay - Part-Time Employees	76	Successor Clause	132
Premium Holiday Pay - Regular Employee	75	Supplemental Letters Of Agreement	183
Professional Leave	80	Tax Deferred Plans	123
Promotions	104	Technological Changes.....	135
Promotions - Eligibility Lists	105	Temporary Appointments.....	9
Promotions - Starting Dates	104	Temporary Change of Headquarters.....	88
Promotions - Starting Rates	104	Temporary Change Of Headquarters - Daily Commute	91
Property Access.....	126	Temporary Change Of Headquarters - Reimbursement.....	89
Registration and Licensing Fees	92	Temporary Change Of Headquarters - Training...	91
<u>Regular Employee - Definition</u>	3	Temporary Upgrades	10
Rehire	108	Temporary Vacancies	11
Reinstatement.....	109	Terms And Conditions - Continuation	136
Reinstating Withheld Merit Increases	10	Third Shift - Definition.....	5
Relief Shift Employee - Definition	4	Third Shift - Shift Differential.....	16
Relocation Expenses	275	Tower Climbing.....	131
Resignation - Automatic	108	Transfer/Promotion Process.....	105
Rest Period - Compensation.....	57	Transfers	106
Rest Period - Requirements at End	58	Transfers - Demotions	106
Rest Period - Special	58	Travel Expenses.....	91
Rest Periods.....	57	Travel Time	56
Return To Regular Work Schedule	30	UARP Cold Weather Clothing	136
Rotating Shift Employee - Definition	4	Union Business - Short-Term	81
Rotation And Training Assignments.....	107	Union Responsibilities.....	6
Safety	126	Union Security	6
Second Shift - Definition	5	Vision Contributions.....	121
Second Shift - Shift Differential.....	16	Wage Premiums.....	16
Service Employee - Definition.....	4	Wage Rate - Assigned Lower Classification	11
Shift Change For Less Than One Workweek.....	29	Wage Schedule	141
Shift Change For One Workweek Or More	29	Wage Schedule Progression	8
Shift Definitions	5	Wages - Equity Adjustments	13
Shift Differential	16	Wages - General Wage Increase.....	15
Shift Differential - Eligibility.....	16		

Wages - Two-Tier Classifications 14
Wages and Classification 8
Withholding Merit Increases 10

Work Area Threshold Levels..... 182
Work Gloves / Protective Clothing..... 127
Worksite Agreement..... 110

DRAFT

RESOLUTION NO. _____

**BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE SACRAMENTO MUNICIPAL UTILITY DISTRICT:**

That this Board hereby approves a **Memorandum of Understanding** between the **Sacramento Municipal Utility District** and the **International Brotherhood of Electrical Workers (IBEW) Local Union 1245** for the period January 1, 2026, through December 31, 2028, substantially in the form set forth in **Attachment ___** hereto and made a part hereof.