

Exhibit DTA-2
*IBEW 77 and Puget Sound Energy Collective Bargaining
Agreement*

TESTIMONY OF

D. Timothy Arnold

In Opposition to the Multiparty Settlement Stipulation on Behalf of IBEW 77

COLLECTIVE BARGAINING AGREEMENT

between

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION NO. 77

and

PUGET SOUND ENERGY

Effective

December 12, 2017 through March 31, 2020

Table of Contents

ARTICLE I Recognition 4

ARTICLE II General Working Rules 8

ARTICLE III Benefits..... 38

ARTICLE IV Working Rules for Line Employees 62

ARTICLE V Working Rules for Service Lineman Employees 63

**ARTICLE VI Working Rules for Electric Dispatcher Employees
and Service Distribution Inspector Employees 64**

ARTICLE VII Working Rules for Substation and Relay Employees 65

ARTICLE VIII Working Rules for Meter Employees 68

ARTICLE IX Working Rules for Communications Employees..... 72

ARTICLE X Working Rules for System Operation Employees 73

ARTICLE XI Working Rules for Energy Production Employees..... 85

ARTICLE XII Apprenticeship Rules..... 97

ARTICLE XIII Working Rules for B-Group Employees 103

ARTICLE XIV Grievance and Arbitration Procedures 115

ARTICLE XV Wage Schedules and Job Classifications..... 124

ARTICLE XVI Contract Duration, Termination, Renewal, and Amendment..... 132

Index of Exhibits and Letters of Agreement 134

Exhibit “D” Working Rules for Line Employees 135

Subject Index..... 159

COLLECTIVE BARGAINING AGREEMENT
between
PUGET SOUND ENERGY
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77

December 12, 2017 through March 31, 2020

THIS AGREEMENT is made and entered into by and between PUGET SOUND ENERGY, hereinafter referred to as the "Company" and LOCAL UNION NO. 77 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union."

PREAMBLE

The Company and the Union have a common interest in the electrical utility industry. A harmonious relationship is necessary for the Company, the Union, the Customers, and the Public. Progress in the industry demands mutual cooperation between the Company and the Union. All will benefit by adjusting any differences by rational common-sense methods. To these ends this Agreement is made, for and in consideration of the promises and the obligations by each party to the other as hereinafter set forth. The parties hereby agree as follows:

ARTICLE I Recognition

1.1 Mutual Obligation

The Company is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Company and its Employees, members of said Local No. 77.

1.2 No Strike, No Lockout

During the term of this Agreement, the Union and/or the Employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with Company functions; likewise, the Company shall not lockout its Employees. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Company.

1.3 Union Recognition

The Company recognizes the Union as the bargaining representative for all full-time, part-time, and temporary Employees, excluding casual employees, who are classified by the Company in job classifications in Article 15, Schedules A & B.

- a) A part-time Employee is one who occupies a position for fewer than forty (40) hours per week.

- b) A temporary Employee is one who occupies a position for fewer than nine (9) months. The total number of temporary Employees shall not exceed five percent (5%) of the total number of IBEW represented workforce at any given time.

- c) A casual Employee is one who occupies a position for

thirty (30) or fewer workdays in any sixty (60) calendar-day period and does not have a regular schedule.

Owing to the confidential nature of the work performed by certain Employees and their identification with the executive and supervisory functions of various offices, departments, and divisions, it is understood and agreed that those Employees employed in the following functions are excluded from this Agreement and shall not be eligible for membership in IBEW Local 77:

- Executive
- Directors and Department Head Offices
- Human Resources
- Mail and File Department
- Internal Audit
- Computer Services
- Department Administrative Offices

1.4 Union Membership

All Employees of the Company within the classifications covered by this Agreement shall be required to share the cost of maintaining and operating the Union as their collective bargaining agent, and in accordance with its rules, be members in good standing.

1.5 New Hires

When a new covered employee is hired, the Company agrees to notify the Union as soon as practicable and not later than five (5) business days of the employee's start date.

Right to Hire: The foregoing provisions shall not be construed as denying the Company the right to select its supervised Employees regardless of whether such Employees are members of the Union, but it is the intent of the parties that new supervised Employees shall become

members in good standing of the Union within thirty (30) days after the date of their employment.

New Employee Orientation: During the Company's new employee orientation, the Union shall be allowed thirty (30) minutes for Union Orientation with bargaining unit Employees. The Union will bear the costs of the Shop Steward's time.

1.6 Union Dues Deduction

The Company will deduct membership dues and Union Political Action Committee (PAC) contributions and pay to the Union from the wages of all Employees, including those on Industrial Disability Leave up to a maximum of two hundred sixty (260) days, who in writing have authorized the Company to do so, as long as assignment is not revoked or beyond the termination of this Agreement, whichever first occurs.

The Union agrees that any liability of the Company arising out of or from any deductions made from an Employee's pay pursuant to this section shall be limited to restoration of the amount erroneously deducted and shall not include any other amounts for damages whether direct, consequential, or punitive. The Union will reimburse the Company for the Company's costs of deducting Political Action Committee (PAC) contributions.

1.7 Non-Discrimination

It is the policy of the Company and the Union not to discriminate against any Employee because of race, religion, color, sex, sexual orientation, age, national origin, disability, marital status, or creed; provided, however, that any action which is not in contravention of Federal or State law shall not be considered discrimination under this Section. Any

discriminatory conduct, including sexual harassment, will be grounds for disciplinary action.

Whenever “he” or “his” appears in this Agreement, it is intended to apply both to both male and female where applicable.

1.8 Management Rights

The Company reserves all the rights, powers, and authority to manage and control the business and direct the workforce, except as otherwise specifically limited by the express provisions of this agreement.

1.9 Costs for Union Business

The Company and the Union shall bear all costs for their respective committee members for Union business and grievances. The Company and the Union agree that, to the extent practicable, every effort shall be made to conduct Labor/Management meetings during employee’s regular work schedules. The Company shall bear all costs for Labor/Management meetings at the appropriate rate of pay.

1.10 Contracting Out

Should the Company determine a need to contract any work customarily performed by Employees covered by this agreement, the Union may request the name of the successful bidder.

ARTICLE II

General Working Rules

2.1 The provisions of this Article apply to all Employees in classifications covered by this Agreement unless superseded by specific group working rules stated in this Agreement.

2.2 Hours of Work

- a) Workweek: The normal workweek shall be Monday through Friday. The normal work day shall be, excluding meal periods, eight (8) consecutive hours a day starting at 8:00 a.m.

- b) Shift Changes: The Company may change the schedule of the normal work days between 6:00 a.m. and 6:00 p.m. after giving the Employees five (5) days' advance notice

By mutual agreement between the Employee and the supervisor, work days of eight (8) hours per day between 6:00 a.m. and 6:00 p.m., Monday through Friday, may be scheduled without five (5) days' notice.

- c) Meal Breaks: The Company shall schedule regular meal breaks of either thirty (30) minutes or sixty (60) minutes without pay for all full-time Employees working their defined scheduled work day and part-time Employees

scheduled for more than five (5) consecutive hours in a shift, unless designated by the Company to eat on Company time. Meal breaks will fall approximately in the middle of the work day. Unless otherwise notified, System Operators, EP Operators, Thermal 12-Hour Shift Workers, Substation Inspectors, Service Linemen I & II, and Electric Dispatchers are designated to eat on Company time as part of their daily work. All other Employees are expected to take their meal periods unless they have received explicit supervisory approval beforehand.

- d) Alternative Work Schedules: An Employee or group of Employees and their supervisor may mutually agree to work four (4) 10-hour consecutive days, or other schedules of twelve (12)-hour days at the straight-time rate, in place of the normal five (5) 8-hour days per workweek. All time worked and paid over the Employee's agreed-to shift shall be paid at the overtime rate. An employee and supervisor may mutually agree to a non-consecutive four (4) 10-hour schedule.

- e) With five (5) days' advance notice to the Employees, work may be organized on a shift basis, and the following conditions shall apply:
 - 1) The Union shall be notified in advance.
 - 2) The Supervisor shall seek Employees on a volunteer basis in the headquarters involved. If there are more volunteers than needed, seniority shall apply.
 - 3) If there are no volunteers, the shift may be bid or qualified Employees with the least seniority shall be assigned.

- 4) By mutual agreement between the Company and the Union, shifts other than eight (8) hours may be established provided they comply with a minimum of the Fair Labor Standards Act. Work processes governing such shifts shall be posted on the bulletin boards where Employees work.

It is further provided that Employees will be paid at the straight-time rates when such work lasts five (5) days or longer. In transferring Employees from one shift to another, no loss in regular pay shall result and a minimum of sixteen (16) hours off duty between work periods shall be allowed. The overtime rate shall be paid for all time less than sixteen (16) hours off duty, except where otherwise agreed upon by the Company and the Union.

- f) The definitions of normal day's work and normal week's work set out herein are not intended to guarantee any Employee a certain number of work hours.
- g) The Company agrees to pay a shift differential of ten percent (10%) to Employees for all scheduled straight-time hours, as well as built-in overtime and carryover hours paid at one and one-half (1½) times, worked between 6:00 p.m. and 6:00 a.m., Monday through Saturday, and for twenty-four (24) hours on Sunday. Shift differential will not be paid for any overtime hours paid at two times (2x) or for unscheduled overtime paid at one and one-half (1½) times rate of pay.

2.3 Overtime Rules, Part 1

- a) Time worked within normal or agreed-to work periods shall be paid at the straight-time rate unless a temporary upgrade, Section 2.2(g) or Section 13.2 applies. All Employees shall be paid at the overtime rate for hours

worked in excess of eight (8) minimum or the Employee's regularly scheduled shift of greater than eight (8) hours.

For Employees working twelve (12)-hour shifts with built-in overtime, all regularly scheduled shift hours after forty (40) hours in the workweek shall be paid at one and one-half (1½) times the Employee's regular straight-time rate and will be included in the calculation in Section 2.4(b).

b) Call-Back:

The following shall apply when an employee has been relieved of duty and is called back to work due to unforeseen or unplanned circumstances, prior to the beginning of their next scheduled shift:

1. Overtime pay shall begin when work commences at the employee's assigned normal work location.
2. Employees assigned to other than their normal work location, shall be paid commencing thirty (30) minutes after accepting the call out and shall be paid thirty (30) minutes travel time after relieved from duty.
3. Employees shall receive not less than two (2) hours' pay at the overtime rate for each time called out from their homes during periods other than their respective shifts, except when the call occurs less than two (2) hours prior to their regularly established shift, in which case overtime pay will only apply until the beginning of the regular shift, except for Employees covered under Section 11.6.

- c) Overtime Opportunities: As far as practical, equal opportunity for overtime work should be afforded to all Employees of each classification in each headquarters, plant, or office of the Company. If, after following the call-out process, there is still unassigned work, work may be assigned to the closest qualified worker.

- d) Continuous Overtime: If an Employee works continuous overtime for eight (8) or more hours prior to the beginning of the normal shift, the Employee will be paid at the overtime rate until the Employee is offered a rest period of eight (8) hours or longer. An Employee on continuous overtime who is offered such a rest period may elect to take the rest period or continue to work all or part of the normal work period at straight-time rates as provided in this section. Supervisors may relieve an Employee from continuous duty over eight (8) hours at any time.

- e) Part-Time Employees: Part-time Employees shall be paid at the overtime rate when assigned to work on their scheduled day(s) off.

2.4 Overtime Rules, Part 2

- a) Overtime Rate: The overtime rate of pay shall be either double (2x) or one and one-half (1½) times the Employee's regular straight-time rate. This rate shall also apply in the following circumstances:
 - 1) All overtime worked when called out from home until the start of the Employee's next regularly scheduled shift.

 - 2) All time worked in excess of twelve (12) hours in a day, other than the normal or agreed-to work period,

unless Section 2.3(d) applies.

- 3) All time worked on Sunday and Company-recognized Holidays other than regularly scheduled shifts.
-
- b) Double Overtime: The first fifty (50) hours of overtime beginning on January 1 of each year shall be paid at one and one-half (1½) times the Employee's regular straight-time rate. All overtime hours after that shall be paid at double (2x) the Employee's regular straight-time rate, excluding overtime hours noted in Section 2.3(a).
 - c) No Pyramiding: There will be no pyramiding or duplication of overtime pay or premium pay paid at the rate of one and one-half (1½) times or double time (2x). When an employee is eligible for both one and one-half (1½) times and double time (2x) pay, the employee will receive only the higher pay rate.
 - d) Emergencies: As a part of their duties, Employees are required to work overtime on an emergency basis and must share in the responsibility to provide continuous customer service. Each established headquarters will give Union members the responsibility to work with local management to determine a procedure for ensuring response to callouts for system outages and emergencies. A list of volunteers shall be established for a prescribed period to be determined within each headquarters. To facilitate this procedure, the following options may be explored:
 - 1) Alter jurisdiction boundaries to allow a broader area for call-outs.

- 2) Cell phones may be provided to volunteers as a tool for call-out response.
- 3) In the event of the absence of volunteers, low classification seniority shall apply to determine who will respond.

2.5 Meals

- a) It is the intent of the Company to pay for a meal when an employee's ability to obtain said meal is impacted by the Company. To this end the Company shall provide an allowance for meals, whether eaten or not, for Employees working unscheduled overtime work and scheduled overtime work unless Section 2.5(e) applies.
 - 1) The meal allowance shall be equal to 50% of the Wireman hourly wage.
 - 2) The meal allowance times shall be 6 a.m., 12 p.m. (Noon), 6 p.m., and 12 a.m. (Midnight) unless adjusted for work days other than the normal work days set forth in Section 2.2(a). Such adjusted meal times shall remain effective through the weekend.
 - 3) Employees shall work two (2) hours of overtime to be eligible for a meal allowance, except that Employees called out immediately prior to their normal work period shall be paid meal allowances until released from duty.
 - 4) Employees scheduled to work overtime, who have been given forty-eight (48) hours' notice, shall furnish their lunch.

2.6 Relief from Duty

Employees relieved from duty by the Supervisor shall be paid for actual time worked or for one (1) hour, whichever is greater.

2.7 Scheduled Paydays

The Company will designate the regular paydays and pay Employees bi-weekly on Friday under normal circumstances using the direct deposit system. If a payday falls on a Holiday, the preceding work day will be the payday.

2.8 Payroll Roster

The Company shall furnish the Union a copy of the payroll roster of all Employees covered by this Agreement at such times as revised copies are required for the Company's use, which is estimated to be quarterly.

2.9 Shop Stewards and Bulletin Boards

a) Shop Stewards: In order to expedite and have an orderly processing of grievances, the Union shall maintain a staff of shop stewards. The Union shall furnish a complete list of shop stewards and any changes in said list shall be reported within five (5) working days following the change in writing to the Human Resources Department.

b) Bulletin Boards: The Company shall supply bulletin boards for the use of the Union in posting officially signed Union bulletins.

2.10 Training

This section shall apply to Company-sponsored, voluntary training subject to supervisory approval and mandatory training. In no event shall this article apply to training for the Employee's career advancement or when pay increases are dependent upon the Employee's increased level of knowledge.

When the training site is somewhere other than the Employee's established headquarters, the following provisions apply:

- a) One-Day Training: The Company will compensate the Employee for the round-trip travel time from the established headquarters to the training location in addition to training time. A Company vehicle will be provided whenever possible; however, if the Company is unable to provide a vehicle, mileage will be paid in accordance with the IRS mileage rate for the Employee's vehicle used for travel to and from the training site.

- b) Multiple-Day Training: Training scheduled for two or more consecutive days may be treated as individual training days at the Company's discretion. In the event that the Company requests the Employee stay overnight for training, advance notice shall be given to Employee as far as practical, and the Company will provide reasonable food and lodging, or *per diem* per Section 2.15(d), in addition to one (1) round-trip travel time taken per week in a Company vehicle or one (1) round-trip travel time taken per week with mileage paid, in accordance with the IRS mileage rate, for the Employee's vehicle used for travel to and from the training site.

- c) Travel: When an Employee is required to travel to locations outside his or her normal work shift for training, the Employee will be paid at the overtime rate until the Employee arrives at the location where they are staying. The Company will reimburse for reasonable food and lodging or provide *per diem* per Section 2.15(d). The cost of any other reasonable out-of-pocket travel expenses not covered above will be reimbursed by the Company.

2.11 Time Reporting

Employees are responsible for accurate and timely reporting of hours worked. A payroll discrepancy occurs when an Employee is paid more or less than the agreed-upon wage rate, more or less than the hours actually worked, or when errors occur in mandatory or elective deductions.

a) Under-payment: In the event that an under-payment is found, every effort will be made to correct the discrepancy immediately before payroll is processed, but no later than the subsequent pay date.

b) Over-payment: The Company may recover over-payment from an Employee, provided that:

1) The over payment was infrequent and inadvertent, and

2) The Company both detects the overpayment and implements a plan with the employee for collecting the overpayment within 90 (ninety) calendar days of the initial overpayment.

The Company will confirm the collection plan in writing in advance to the Employee (including the amount, the process for recovery, and an explanation of the over-payment). All deductions are to be recorded clearly on the pay advice.

2.12 Dual Classifications and Vacancy Relief

a) Dual Classifications: Employees working at two (2) classifications in the same work period shall receive the pay for the higher classification for the actual time worked at the higher classification.

1) When relieving a higher paid classification, the Employee shall be paid at the higher rate for actual time worked as if the Employee had bid the job.

- 2) Holidays falling during the performance of higher paid classified work shall be paid at the higher rate provided the Employee works in the higher classification the day before or the day after the Holiday.
- b) Vacancy Relief: PTO taken during such relief shall be paid at the higher rate when relieving vacancies lasting in excess of five (5) working days.

2.13 Break-In Period

When Employees are transferred to any position in which they have had no previous experience, it is the Company's responsibility to insure that they shall be given a reasonable break-in period with proper training in that position.

2.14 Transfer Request

Employees desiring a transfer to a position for which they are qualified, but not covered by bidding rules as defined in Sections 2.20 and 2.21 of this Agreement, shall submit such request in writing to the department where the Employee wishes to work. Such requests shall be retained on file for six (6) months.

2.15 Assignment to Headquarters

a) Normal Headquarters: The Company shall designate the established headquarters to which the Employee shall be assigned for their normal work shift. Assignment to these headquarters will be based on normal bidding and seniority rules.

b) Temporary Headquarters: Temporary headquarters are locations including other established headquarters designated at the Company's option for operations,

maintenance, and construction. With five (5) days' advance notice, Employees may be assigned to work out of a temporary headquarters. For distances up to thirty-five (35) land miles from the established headquarters one way, the Company shall pay each Employee Twenty-Seven (\$27) Dollars per day in lieu of mileage and travel time. For distances over thirty-five (35) miles from the established headquarters one way, the Company shall reimburse reasonable food and lodging expenses, or provide *per diem* per Section 2.15(d).

- c) Overnights: In the event that the Employee must stay overnight or multiple nights for the assignment, advance notice shall be given to Employee, as far as practical, and the Company will provide reasonable food and lodging, or *per diem* per Section 2.15(d), in addition to one (1) round-trip travel time from the established headquarters to the temporary headquarters per week in a Company vehicle, or one (1) round-trip travel time from the established headquarters to the temporary headquarters per week, with mileage paid in accordance with the IRS mileage rate for use of the Employee's vehicle
- d) Travel Expenses: Employees may elect a *per diem* rate of One Hundred Seventeen Dollars (\$117) per day in lieu of food and lodging expenses.
- 1) If Employees are directed to temporarily report to another established headquarters which is closer to their home than their established headquarters, then no travel time or travel expense will be allowed.
 - 2) When an Employee is required to travel to locations outside their normal work shift, the Employee will be paid at the overtime rate until the Employee arrives at the location where they are staying. The Company will reimburse for reasonable food and lodging or provide

per diem per Section 2.15(d). The cost of any other reasonable out-of-pocket travel expenses not covered above will be reimbursed by the Company.

2.16 Safety Rules

The Company and the Union have a mutual responsibility in providing a safe work environment. The parties are committed to giving safety the highest priority.

All IBEW-represented Employees are to comply with Washington State Safety Rules and safety procedures established by the Company.

- a) Safety Committee: The Safety Committee Chairs shall meet at least quarterly to review the effectiveness of the Safety Program and provide input to The Employee Safety and Health Program. IBEW Local 77 Business Representatives will be invited to attend quarterly meetings.
- b) Personal Protective Equipment (PPE): The Company agrees to furnish protective devices and first aid sets for the protection of Employees when working where protective apparatus is required.
- c) Flash Resistant Clothing: The Company shall provide Flash Resistant (FR) clothing as required. (See Addendum to this article in “Index of Exhibits and Letters of Agreement.”)

Employees newly hired or transferred into a position that is qualified to receive Flash Resistant clothing shall make their initial purchase of core clothing in the quantities, types and by manufacturers as specified in the Flash Resistant Clothing Addendum.

- d) Footwear: The Company will reimburse each eligible covered employee up to one hundred dollars (\$100.00) every two (2) years for the purchase of footwear that meets the Company's Safety Department's published criteria. Reimbursement accompanied by the purchase receipt will be processed using the Company's expense reporting system. Reimbursement will not exceed one hundred dollars (\$100.00) in any two (2)-year period. The Company will provide specialty footwear when required by the Company.
- e) First-Aid Certificates: The Company will schedule classes on Company time for Employees required by their job descriptions to hold first aid certificates or other required certificates. Employees allowing their certificates to expire shall renew their certificate on their own time and expense except for those Employees who are required to work or are on approved leave. The Company will make arrangements for the Employee to make up the class.
- f) DOT Physicals and Driving Endorsements: Upon receipt, the Company shall reimburse Employees any out-of-pocket expenses for DOT physicals. Physicals shall be done on Company time. The Company shall reimburse employees for the actual cost of the commercial driver's license. Employees required to have additional driving endorsements or security clearances shall be reimbursed for any expense in conjunction with acquiring any necessary endorsements or clearances.
- g) Safety Quality Improvement Teams (SQITs): Within thirty (30) days of ratification of this agreement, the Company and Union will convene a Labor/Management Committee to discuss the creation of the role of safety coordinator and to consider enhancements to the Company's Safety Quality Improvement Teams (SQITs).

2.17 Probationary Period

New Employees covered by this Agreement shall be on probation during the first twelve (12) months of continuous service. After the completion of twelve (12) months of continuous service, and providing they meet all other Company qualifications for continued employment, the Employees shall appear on the Company seniority list as of the first date of employment. During the twelve-month probationary period, temporary Employees are not eligible for Company benefits except as provided in Section 3.3(c).

2.18 Seniority Definitions

- a) "Classification Seniority" for A-Group shall be the total time worked in the Journey-Level Worker or Helper classifications, or the total time worked in other A-Group job classifications specified in Schedule A herein.
- b) "Classification Seniority" for B-Group shall be the total time spent in the specific classifications set out in Schedule B herein.
- c) "Classification Group Seniority" shall be the total time spent in a classification group.

A-Group Job Classifications are as follows:

- 1) Line
- 2) Meter
- 3) Substation and Relay
- 4) Fleet Services
- 5) Stores
- 6) Energy Production
- 7) Communications
- 8) System Operations
- 9) Building Services

10) Miscellaneous

B-Group Job Classifications are as follows:

- 1) General
- 2) Engineering
- 3) Accounting
- 4) Supplies
- 5) Customer Service
- 6) Engineering Planning

- d) "Company Seniority" shall be the period of cumulative employment with the Company. However, Employees who are rehired shall have their previous company, group, and classification seniority restored. It is understood the restored seniority shall apply for bidding, transfers, layoffs, and PTO scheduling.

Employees who have left the Company and who are rehired shall have their previous seniority to IBEW 77 reinstated after completion of the probationary period. The company shall then provide proof of the reinstatement on the next seniority listing.

- e) "Qualifications" are the minimum acceptable qualifications as set forth in the job descriptions.
- f) In cases where two (2) or more persons start work on the same day, the date of application for employment shall establish priority of position on the seniority list. If the application dates are the same, the time stamp shall establish priority of position on seniority list or if no employment application is on file, a representative of Human Resources shall toss a coin to determine seniority. For bidding purposes only, when a group of

new Employees is hired by PSE from an existing facility or company that PSE has acquired, unless a collective bargaining agreement states otherwise, the Employees will have the same start date for seniority within PSE; however, their application date will be changed to reflect the order in which they were hired by their previous employer. If two or more Employees have the same hire date from their previous employer, then a coin toss will determine who has seniority.

- g) The Company shall furnish the Union quarterly with the list showing the seniority of each Employee prepared from the service records of the Company, covered by this portion of this Article. Changes will be made immediately in an Employee's seniority when brought to the attention of the Company. Such errors found and brought to the Company's attention shall not affect jobs which have been awarded.

2.19 Seniority Rules

- a) Bidding: Seniority for bidding purposes shall be considered in the following order:
- 1) Classification
 - 2) Classification Group
 - 3) Company

Part-time Employees bidding full-time vacancies must meet all qualification and experience requirements in order to exercise classification seniority.

- b) Loss of Seniority: Seniority is lost by:
- 1) Discharge
 - 2) Voluntary termination
 - 3) Retirement
 - 4) Failure to respond to a call from layoff

- 5) Failure to comply with the terms of a leave of absence
- c) Leave without Pay: In calculating seniority for the purpose of bidding, leaves without pay for periods of time greater than six (6) months shall not be included in seniority except as provided in paragraphs (e) and (f) of this Section. All leaves of absence must be approved by the Company.
- d) Disciplinary Suspension: Seniority shall continue to accrue during disciplinary suspensions.
- e) When Employees are granted leaves of absence and return to their previous jobs, only the Employees advanced to fill the vacancies created by the leaves of absence shall be affected and in each case shall return to the job they left.
- f) Industrial Injury or Illness: Employees who are absent by reason of industrial disability shall accrue seniority for up to two (2) years, provided such disability is paid in accordance with the State of Washington Industrial Insurance Rules and Regulations. This accrued seniority shall be used for bidding only after the Employees have returned to their original jobs or are assigned a job which the Employee accepts and is qualified for and physically able to perform. If an Employee returns to work after being on industrial disability for more than two (2) years and is assigned to a job for which the Employee is qualified and is physically able to perform, then seniority will be that established at the end of the two (2) year period.
- g) Other Leaves: Seniority shall continue to accrue for Employees on leave for the following:

- 1) Military service in accordance with State or Federal law.
 - 2) Employees elected or appointed to office in Local Union No. 77 which requires a part or all of their time shall retain their position on the seniority list with the Company and shall be granted leave of absence upon application; or
 - 3) Long term disability for not more than two (2) years.
- h) Transfer: Employees transferred from original duties to other duties where seniority is not involved and, if returned to original duties, shall be covered by the following rules:
- 1) If returned to original group within two (2) years, there shall be no loss in classification and group seniority credit.
 - 2) If assigned to other duties for a period of time longer than two (2) years, seniority in the original classification and group will be equal to that established at the end of the two (2)-year period.
- i) Temporary Employees: For bidding purposes only, temporary Employees shall accrue seniority in classification and/or group for time worked unless there is a break in employment of greater than twelve (12) months. The Employee's bid will be considered only when the Employee is on active status when the bid is submitted. Temporary Employees shall not be eligible to bid into Pathway to Apprenticeship or apprentice positions. However, status as a temporary Employee does not preclude selection through the standard Joint Apprenticeship Training Committee (JATC) selection process.

- j) Multiple Classifications: Employees shall not simultaneously accumulate seniority credit in more than one (1) seniority classification. Seniority credit in a classification shall stop if an Employee is transferred to another classification, but such seniority shall not be lost and may be used in future bidding. If an Employee bids on a vacancy in a classification in which the Employee is not working at the time of the vacancy and has more classification seniority than other bidders for the vacant classification, the Employee shall be considered the successful bidder, provided that the Employee is otherwise acceptable and qualified.

2.20 Posting of Vacancies

- a) It is the Company's option to fill job vacancies.
- b) The Company shall post for bidding purposes regular, full-time and part-time jobs throughout its system except for B-Group positions Grades 4 and below, and A-Group entry-level positions; provided, however, a vacancy in Customer Field Representative, Helper-Wire, Helper-Line, Helper-Combustion Turbine, Helper-Hydro, or Warehouse position shall be posted for bid.
- c) If no Employee currently holding a position within the posted classification with more than twelve (12) months seniority in the posted classification bids and accepts the position, the job shall be considered entry-level.
- d) The Company shall advertise B-Group positions Grades 4 and below and temporary positions internally and externally for one (1) week. When the Company has placed such advertisement, the Company will notify the Union the same day.

- e) All selections for entry-level Pathway to Apprenticeship positions (Customer Field Representative, Helper-Wire, Helper-Line, Helper-Combustion Turbine, Helper-Hydro) shall be made in accordance with the requirements of the Joint Apprenticeship Training Committee (JATC).
- f) For purposes of bidding on Helper-Line, Helper-Wire, Helper-Combustion Turbine, and Helper-Hydro vacancies, Employees classified as Equipment Operator, Line, Wire, and Combustion Turbine or Helper-Hydro will be considered the same as in-classification qualified Helpers except their classification will remain unchanged. Bidding rights for Customer Field Representative classification are addressed in Section 15.3.
- g) For purposes of bidding, all time spent in the Stores Classification Group shall be used when bidding on Warehouse IV and below positions.
- h) The Company shall furnish a copy of all listings, bids, and awards to the Union.
- i) Notice of awards shall be posted within ten (10) days from closing date of bid or from the date the Employee accepts the position, whichever is later, unless there are no eligible bidders. Reasonable efforts shall be made by the Company to make the assignment to the successful bidder within twenty (20) days after the notice of the bid award. The Company shall have the right to make discretionary, temporary assignments until the successful bidder fills the job vacancy. In case the assignment is not made within the specified time, seniority and compensation shall start for the successful bidder twenty (20) days after the notice of the award.

2.21 Bidding

- a) Any Employee of the Company may submit by interoffice mail or electronically to the Human Resources Department, a bid on any job posted as vacant.
- b) The Company shall not consider any bid which was received more than fifteen (15) calendar days, excluding Company Holidays, from the date of posting of the job on which the bid is made. If an Employee is bidding on more than one job posting at one time, their bid application form shall include their order of preference. Employees shall follow the provisions of the bid form. Any Employee who successfully bids or transfers to a higher paid position in a classification group shall transfer at the beginning step of the classification bid, but shall not have their pay reduced as a result of the transfer. The Employee's previous pay rate shall be red-circled until it is equal to but not less than the rate of pay for the higher position. Customer Field Representative IIs bidding on Wire Helper Positions shall transfer to the Wire Helper 4th 6 months rate.
- c) If the Company does not receive a timely bid or does not receive a bid from an Employee who possesses the necessary qualifications, it may in its discretion make a final appointment to such a job. The union shall be notified of all appointments within ten (10) days of award.
- d) The Company shall have seven (7) days from the closing date of the job posting to provide a list of bidders to the Union, Shop Stewards, Supervisors, and all bidders. In the event of a delay, notice shall be given to the Union, Shop Stewards, Bidders, and Supervisors. The list of bidders shall be made available through posting bid lists on bulletin boards by the Company or Shop Steward.

- e) All eligible bidders shall be allowed forty-eight (48) hours for concurrent decision-making prior to the award day. The forty-eight (48) hours shall begin on the day that the eligible bidders list is provided to the Employee. In the event of a delay by the Company to prepare the eligible bidders list, response time shall be extended accordingly. The Company shall have the right to contact all eligible bidders immediately following the 48-hour decision period for acceptance or rejection.
- f) All bidders for posted job vacancies shall be notified within one (1) week of the awarding of the bid. In the event of an unusual delay in awarding a bid, the Union shall be notified of such delay.
- g) Employees who have applied for internal positions and who are requested to participate in an interview shall not be required to use PTO or time off without pay (PLVE). Interviews will be scheduled to occur during the employee's normal work shift to the extent practicable and will be paid by the Company.
- h) Additional bidding rules for B-Group Employees are covered in Article XIII, Section 13.8.

2.22 Eligibility to Bid

The Company need not consider the bid of an Employee who does not possess the minimum required knowledge, skill, efficiency, adaptability, and physical ability required for the job on which the bid is made.

- a) The Company need not consider the bid of an Employee who has had two (2) written disciplinary actions given within the last six (6) months of the bid closure.

- b) The employee and Union shall be notified in writing prior to the final award when an employee is deemed not eligible to bid.

2.23 Appointment to Vacancies

- a) In making appointments to vacancies in jobs involving personal contact by the Employee with the public or requiring specific technical skills or jobs in which the Employee must lead and direct other Employees, the following classifications shall be selected by a process, mutually agreed upon between the Company and the Union. In addition to journey-level technical skills, the listed classifications require technical skills and/or leadership skills:

- 1) Wire Foreman, Meter Foreman, Lead Meter Technician, Advanced Metering Specialist, Lead Relay Technician, Combustion Turbine Foreman, Customer Service Field Lead, Hydro Foreman, Communications Technician Foreman and Lead System Operator.
- 2) The Company and the union agree that the process for selection will be based on specified technical and leadership skills. The process for assessment of the required skills will be developed by the Company and the Union. The Company will make available training for these skills. Based upon these defined criteria, a pool will be built of pre-qualified candidates for the listed classifications.
- 3) Any employee who, upon ratification, holds a Hydro or CT Tech I, II, III position will be expected to complete the requirements to progress to Tech IV. Upon completing all Technician requirements, the employee will be classified as a Foreman and paid at the Foreman rate.

- 4) When an Employee is appointed to a vacancy on the basis of ability and personal qualifications in preference to an Employee with greater classification or group seniority, the Company shall notify the Union of its decision at least five (5) days prior to completion of the transfer or promotion.

2.24 Transfer for Health Reasons

The Company shall have the right to make transfers in the case of Employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain. Nothing in this Agreement shall be construed to restrict or restrain the Company in the exercise of such right. The Company may require an examination by a Company-designated physician at the Company's expense.

2.25 Transfer Procedures

Should a need arise to transfer an Employee or Employees on a permanent basis from one established headquarters to another, the following procedures shall prevail:

- a) By seniority, volunteers from the headquarters involved shall be solicited.
- b) Employees working in the classification required in the headquarters involved shall be assigned starting with the lowest classification seniority.
- c) Should a vacancy occur in the Employee's original classification as identified in this Section 2.25, the Employee shall be given the option to return to the original headquarters to fill the vacancy before it is bid. The Employee shall accept the first such job offer made or shall lose entitlement under this paragraph and will be

subject to the provisions of Section 2.20(a) for future openings in the headquarters.

2.26 Layoff

In case of curtailment of employment, Employees shall be subject to transfer or layoff and eligible to replace Employees in the following manner:

- a) Accepting Transfer: The full-time Employee to be transferred per Section 2.25 because of curtailment shall have the option of accepting the transfer to either the least senior full-time or the least senior part-time position in the affected classification.

- b) Order of Layoff and Bumping Rights:
 - 1) The full-time Employee who has the lowest classification seniority within the classification affected shall be laid off first and may make written request to replace the full-time Employee with the lowest classification seniority in the lower classification within the same classification group, provided the Employee has classification seniority over the Employee then occupying said position, or that the Employee has group seniority over the Employee occupying said position, and has experience and qualifications to perform the duties, although not having accrued more, if any, classification seniority over the Employee in said position.

 - 2) The full-time Employee who has the lowest classification seniority within the classification affected shall be laid off first and may alternatively make written request to replace the least senior part-time Employee within the affected classification, provided they have classification seniority over the Employee in said position; in which case the part-

time Employee may make written request to replace the least senior Employee in the next lower classification, provided said Employee has classification seniority over the Employee then occupying said position or that the Employee has group seniority over the Employee occupying said position and has experience and qualifications to perform the duties, although not having accrued more, if any, classification seniority in said position.

- 3) Employees who assert bumping rights shall be subject to a transitional period of wage adjustment to be applied in the following manner: Upon the effective date of working in the lower classification, such Employees will retain their current, higher rate of pay for a period of three (3) months. At the beginning of the first pay period following that three (3)-month period, the pay rate will be adjusted to the mid-point between the Employee's current rate of pay and the appropriate rate for their new position. This transitional rate will remain in effect for three (3) months. At the beginning of the first pay period following this second 3-month period, the rate of pay will be adjusted to reflect the appropriate rate of pay for the lower classification.

- c) Right of Return: An Employee shall have the right to return to a classification previously held in another classification group by making written request to replace the Employee with the lowest classification seniority, provided the following conditions are met:
 - 1) This provision shall not be used for upgrading.

- 2) The Employee must have worked two (2) of the past five (5) years in the prior classification.
 - 3) If there has been a substantial change in qualifications, methods, or technology in the prior classification since the Employee worked in that job, the Employee shall be provided a reasonable break-in period.
 - 4) The Employee must have more Company seniority than the Employee to be replaced.
- d) Employees must be fully qualified and physically able to perform necessary duties involved to be eligible to replace an Employee.
 - e) Written requests made pursuant to the layoff procedure set forth in this Section 2.26 are to be made by U.S. Mail or faxed or emailed to the Human Resources Department of the Company postmarked or time stamped within seven (7) calendar days after notice of termination. Duplicate copies shall be mailed or faxed to the Union by the Employee.
 - f) Employees who have been given notice of their pending layoff will be given priority over non-employees in filling existing vacancies covered by this Agreement throughout the Company, provided they are qualified. The Company will eliminate individual, third-party contract workers, temporary, and casual Employees who are performing bargaining unit duties prior to laying off full- or part-time Employees listed in positions expressly set forth in Section 2.18(c) of the Collective Bargaining Agreement; provided that such Employees are available to transfer, and will transfer to the position, the duties of

which are being performed by a contract worker. This Agreement shall not be construed to require the layoff of any contract workers hired pursuant to a bid process or otherwise to undertake an identifiable project or other non-routine work for which contract workers have customarily been used.

g) Severance Pay

Any full-time Employee laid off because of lack of work shall be entitled to severance compensation as follows:

<u>Straight-time Base Upon the Completion of:</u>	<u>Severance Pay</u>
Less than 1 year of service	0 weeks
1-5 years of Service	3 weeks
6-9 years of service	4 weeks
10-14 years of service	5 weeks
15-19 years of service	6 weeks
20+ years of service	7 weeks

Years of service may be used only once as a basis for severance pay.

h) Job Search and Retraining Assistance: The Company will provide job search assistance through the State of Washington WORKFORCE program for each Employee who is laid off. The Company will provide One Thousand Five Hundred Dollars (\$1,500.00) reimbursement per laid-off Employee for payment of classes, fees, books, and other appropriate matters for retraining and skills enhancement as well as a continuation of medical insurance, living expenses, or any other use the Employee may deem necessary, provided claims for payments are made no later than two (2) years from

when the Employee was laid off. Such payments will be made after the Company receives documentation of such expenses and are subject to standard audit procedures.

Additionally, the Company will reimburse the cost of tuition for eligible covered employees successfully completing courses during the first year of separation from employment up to a maximum of five thousand, two hundred and fifty dollars (\$5,250.00). Such reimbursement is available to eligible covered employees who at the time of layoff are enrolled in a course of study approved in accordance with the Company's tuition reimbursement program, or who become enrolled in such a course of study within thirty (30) days of the date of notification of layoff.

- i) Multiple Layoffs: In order to expedite the process, when more than one (1) position is being eliminated simultaneously, the Company and Union will meet to coordinate the layoff process.
- j) Effective Seniority Date: For the purpose of consistent administration of this Section, seniority accrued and calculated at the date of termination notice shall be applied for all affected Employees' rights under this Section.

2.27 Rehiring

Employees who are laid off and have at least twelve (12) months of Company seniority shall have their established seniority reinstated if rehired by the Company within two (2) years, provided:

- a) The Employee keeps the Human Resources Department continuously advised of current address and employment during such layoff period.

- b) The person accepts an offer of re-employment in the classification left, and returns to work within four (4) weeks after notice thereof.
- c) If an employee receives a recall offer to return to a work location that is within thirty-five (35) miles of the employee's last bid location and the employee does not accept the offer, the employee will be removed from the Recall list.
- d) Employees laid off shall be rehired in order of their classification seniority. Such preference shall be confined to the classification group the Employee left or to that group in which the Employee had previous experience.
- e) Before being eligible for re-employment, the Employee may be required to take a physical examination showing that the Employee is able to perform the required job duties.
- f) Effect on Seniority: While on layoff, Employees shall not accrue any seniority or other Employee benefits. Laid off Employees who are re-employed by the Company within two (2) years and who have retained their seniority shall be entitled to the monthly accrual rates of PTO in effect at the time of layoff.

2.28 Discharge

The Company may discharge any Employee deemed incompetent, but in the event of discharge other than for just cause, the Company shall give two (2) weeks' notice in writing to the Employee.

2.29 Voluntary Separation

Employees voluntarily terminating employment shall give two (2) weeks' notice in writing to the Company. Regular Employees whose services are terminated for the convenience of the Company and regular Employees who are voluntarily leaving the service of the Company will be paid their accrued PTO.

2.30 During cases of emergency, the Company may utilize the services of its Employees, if qualified, in a manner best suited to meet the situation.

2.31 High Time

Employees working eighty-five (85) feet or more above ground shall be paid at the rate in effect plus an extra straight-time rate while working such heights. This rule shall not apply when Employees are working from lift equipment or working on the roofs of buildings.

2.32 Take-Home Vehicles

The Company will provide an allowance for expenses related to plugging in company vehicles. Employees required to take a company vehicle over eight thousand, five hundred pounds (8,500 lbs.) manufacturer's gross vehicle weight rating home to perform their duties will be reimbursed for property maintenance not to exceed Five Hundred Dollars (\$500) per year.

2.33 Non-Specialty Use Company Vehicles

Employees who are approved to take home regularly assigned non-specialty use company vehicles will be charged an after-tax payroll deduction based on ten (10) round-trips per month at fifty percent (50%) of the effective IRS standard mileage rate multiplied by the Employee's actual round-trip mileage from home to their assigned headquarters.

ARTICLE III Benefits

3.1 Anniversary Date

For the purposes of this Article, the anniversary date will be:

- a) For employees starting work on the first (1st) through the fifteenth (15th) day of the month, the first day of the month in which they began work.
- b) For employees starting work on the sixteenth (16th) through the last day of the month, the first (1st) day of the following month.

3.2 Abuse of Benefits

Any Employee found to have abused benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action up to and including discharge, and shall restore to the Company all amounts paid through such falsification or misrepresentation.

3.3 Holidays

- a) Recognized Holidays: Holidays recognized in this Agreement are as follows: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

Holiday Pay: Employees covered by this Agreement, including those on alternate work schedules, shall receive eight (8) hours of holiday pay at the straight-time rate of pay, except as provided herein.

Observance: When a Holiday falls on Sunday, it shall be observed on the following Monday, and when a Holiday falls on Saturday, it shall be observed on the preceding Friday, except for Employees required for operational

need, who will observe the Holiday on another agreed-upon day.

Qualification: Employees shall be entitled to have the above Holidays off with pay provided that the Employee reports for work or is paid for their absence on the scheduled workday both immediately preceding and immediately following the Holiday, unless otherwise noted in this Agreement.

Holidays on Scheduled Workdays: Work shall not be scheduled for Holidays that can reasonably be done on other days. Employees who are requested to work on any Company-recognized Holiday will receive, in addition to the straight-time Holiday pay, holiday premium pay equivalent to the overtime rate for the hours actually worked, except when days are substituted in accordance with Section 3.3(a). When shift work is required on a Company-recognized Holiday, that day shall be the only day considered for the purpose of Holiday premium pay.

While on Disciplinary Suspension: Holidays falling during an Employee's disciplinary suspension will not be paid.

While on Administrative Leave: Holidays falling when an Employee is placed on Leave Without Pay during an investigation that may lead to a possible disciplinary action will be paid. Holidays shall not be counted as days of PTO.

While Working in a Higher Classification: Employees working more than one job classification and who are scheduled to work the higher classification on a Company-recognized Holiday will be paid at the higher rate.

While on Leave of Absence: Company-recognized Holidays occurring within a five (5)-day or less leave of absence as defined in Section 3.8 will be paid by the Company.

While on Short Term Disability: Holidays occurring while an Employee is receiving Short Term Disability benefits shall be paid at the same percentage rate paid on the base wages as set forth in Section 3.5(a)(1).

Full-Time Employees on Shifts Other than 8 Hours:

Employees assigned to shifts other than eight (8) hours, and not scheduled to work on a recognized holiday, may make the following adjustments:

- 1) Charge the additional hours to Paid Time Off (PTO), or leave without pay, to constitute the 40-hour workweek, without making scheduling adjustments.
 - 2) By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls.
 - 3) By mutual agreement, pre-arranged between the employee and his or her supervisor, employees working a four (4) day 10-hour workweek may work a five (5)-day, 8-hour workweek in a week with a Company-recognized Holiday.
- b) Personal Holidays: During each calendar year employees shall receive a Personal Holiday in honor of Henry Miller, and a Personal Holiday.

Scheduling Personal Holidays: Personal Holidays may be taken after three (3) months' continuous employment. Employees hired after July 1 but before October 1 will be entitled to take and use one (1) Personal Holiday. Employees will be required to obtain supervisory approval forty-eight (48) hours in advance. Supervisors may waive the required notice based on a minimum disturbance to operations. Once scheduled each year, this Holiday will not be changed except when the Employee and supervisor mutually agree to a change. If Employees are required to work on their scheduled Personal Holiday, it will be in accordance with Section 3.3(a).

- c) Temporary Employees: Temporary Employees will be entitled to Company-recognized Holiday pay. Temporary Employees are not eligible for Personal Holidays.
- d) Part-Time Employees: Part-time Employees will be entitled to pro-rated Holiday pay, based on the Employee's recorded Full-Time Equivalent (FTE) at the time of the Holiday.

3.4 Paid Time Off (PTO)

- a) Allowance Schedule: Paid Time Off (PTO) benefits are days credited monthly to regular full-time and part-time Employees, excluding temporary Employees, based on years of continuous service computed from individual anniversary date, to continue pay when away from work. A day of PTO allowance is eight (8) hours. The benefits paid to Employees shall be based on straight-time hourly rates.

Part-time Employees shall have PTO benefits prorated according to their recorded Full-Time Equivalent (FTE).

The PTO allowance for full-time Employees shall be in accordance with the following schedule:

1. Regular full-time Employees (except those grandfathered in accordance with Sections 3.4(a)(2 through 5):

<i>Length of Continuous Service</i>	<i>Paid Time Off Allowance</i>
Starting on the first of month after hire date lasting until the first year of employment is complete.	.8333 days per month (10 days/year)
After completing one (1) year	1.6667 days/month (20 days/year)
After completing ten (10) years	2.0833 days/month (25 days/year)
After completing nineteen (19) years	2.25 days/month (27 days/year)

2. Grandfathered employees: The population of the grandfathered employees for PTO accrual and carryover includes IBEW represented employees at PSE with four (4) years of service as of July 1, 2007. The list will be generated by the Company and verified by the Union. Once verified by the Union, the list of active grandfathered employees will be final as of the date of ratification of this contract. The list will be maintained by the Company and will be made available to the Union upon request.

3. Grandfathered employees who had less than twenty-four (24) years of service as of July 1, 2007 earn PTO accrual according to the following schedule:

<u>Length of Continuous Service</u>	<u>Paid Time Off Allowance</u>
After completing 4 years	1 9/12 days/month
After completing 5 years	1 9/12 days/month (21 days/year)
After completing 6, years	1 10/12 days/month (22 days/year)

After completing 7 & 8 years	1 11/12 days/month (23 days/year)
After completing 9,10,11,12 & 13 years	2 days/month (24 days/year)
After completing 14, 15, 16, 17 & 18 years	2 5/12 days/month (29 days/year)
After completing 19, 20, 21, 22 & 23 years	2 6/12 days/month (30 days/year)
After completing 24 years	2 11/12 days/month (35 days/year)

4. Grandfathered employees who completed twenty-four (24) years of service as of July 1, 2007 are eligible to accrue up to a maximum of three and four-twelfths (3-4/12) days/month (40 days/year) upon completing twenty-nine (29) years of service.

5. Grandfathered employees who were earning three and four-twelfths (3-4/12) days/month (40 days/year) as of July 1, 2007, will be grandfathered at that rate of accrual.

b) Usage and Approval: Employees shall be entitled to use all or any portion of their earned PTO at any time that it can be arranged as provided herein. PTO shall be scheduled and taken so as to cause a minimum of interference with the operation of the Company. Employees will be required to obtain supervisory approval five (5) business days in advance for absences other than illness or personal emergencies. It shall be the responsibility of the Employee to timely request PTO in order for the Company to accommodate the request.

c) Minimum Usage: For the benefit of the Employees, and as a condition of this plan, full-time Employees with more than one (1) year of employment must use at least fifteen (15) days of PTO each year; Employees with more than ten (10) years of service must use at least twenty (20) days of PTO each year.

Regular part-time Employees must use a minimum of ten (10) days of PTO prorated by their full-time equivalent

(FTE) on record.

If these days are not used, they are forfeited. This usage requirement will start with the year following the Employee's first anniversary date.

- d) Unscheduled PTO: When PTO is used unexpectedly due to an Employee's own unanticipated medical issue, the medical issue of an immediate family member, or other unanticipated personal issue, the supervisor must be notified prior to the beginning of the scheduled shift. Failure to properly notify the supervisor in accordance with the foregoing will result in the forfeiture of the use of PTO for the unscheduled absence.

In cases where there appears to be an abuse of this benefit for unscheduled time off, the Company may request documentation or medical evidence of the issue to be provided to the Leave Administration vendor or Human Resources Department. The expense of such medical evidence shall not be borne by the Company. Medical evidence will be accepted from any practitioner recognized by the State Department of Labor and Industries.

- e) Carryover: Beginning on the Employee's anniversary date, an Employee may carry over a maximum number of PTO days from anniversary year to anniversary year as follows:
- i. Employees grandfathered in accordance with Section 3.4(a)(2 through 5) may carry over a maximum of seventy-five (75) days of PTO.
 - ii. All other employees may carry over a maximum of twenty (20) days of PTO.

Any days over the maximum carryover on the Employee's anniversary date shall be forfeited.

- f) Payout Upon Separation: Upon termination or retirement, accrued PTO benefits shall be paid out as a lump sum at one hundred per cent (100%) of the Employee's straight-time rate of pay in effect on the date of separation.
- g) Vacation: A vacation schedule will be maintained at each service center or office showing all PTO scheduled.
 - 1) On February 1 each year, Employees may schedule vacation to be used during the next twelve (12) months. Employees may exercise Company seniority for vacation preference if their request is in by February 1. Employees whose vacation requests are not in by February 1 shall have vacation preference in order of receipt of their request. All requests to schedule vacation must be in writing.
 - 2) Schedules for the use of PTO within Customer Service and Customer Construction shall be mutually agreeable between the Company and Union in accordance with Section 13.10.
 - 3) The Company shall post monthly PTO status reports. Up-to-date real time PTO status reports are available as an additional posting to employees through Employee Self Service (ESS).
- h) Dental/Medical Care: An Employee may request that time off for routine medical and dental care be charged to PTO. Time off for dental and medical care involving line or wire personnel shall be scheduled no earlier than one (1) hour prior to end of shift. Employees will furnish their own transportation from the job site.

- i) Exclusions: PTO shall not be paid for overtime or when being compensated for industrial illness or injury, as provided by Section 3.7. Employees are not required to use PTO for bereavement leave, military leave or jury duty, as provided in Sections 3.9, 3.10, and 3.11.

3.5 Disability Benefits - Short Term/Long Term

a) Short Term Disability

- 1) Qualification: Employees are eligible for the Short Term Disability (STD) program effective the first (1st) day of the month following the Employee's date of hire. The program will provide wage continuation benefits to Employees who are unable to work due to illness or an accident. The amount of the STD benefit shall be eighty per cent (80%) of the Employee's base pay rate. Family Medical Leave will run concurrently with STD where allowed by law.

To receive benefits under this program, the Employee must:

- i. Submit objective medical evidence completed by any doctor licensed and operating within the scope of his or her practice, detailing the nature and date of disability and the anticipated length of absence; and
 - ii. Participate in recovery programs as prescribed by Substance Abuse Professionals or licensed medical practitioners.
- 2) Waiting Period: For each occurrence during the Employee's first year of employment, STD benefits will commence the thirty-first (31st) consecutive calendar day of absence due to a disability. Beginning in the second year of employment, STD benefits will

commence the fourth (4th) consecutive working day of absence due to a disability. A subsequent new disability will require another waiting period. If a qualifying disability reoccurs within a thirty (30) calendar-day period of continuous employment, the waiting period shall be waived subject to verification as provided in Section 3.5(a)(1) above.

For purposes of a waiting period, one (1) working day equals eight (8) scheduled working hours. Waiting periods are included in the term noted in Section 3.5(a)(2). Employees working shifts other than eight (8) hours will be converted to an eight hour day forty (40) hour work week equivalent.

- 3) Exclusions: An Employee will not be eligible for STD benefits during the first six (6) months of employment if their disability is due to a condition that existed prior to their hire date. Benefits provided under Section 3.13 will continue as provided in the plan. If the Employee is on unpaid status, the Employee is responsible for reimbursing their portion of the premium costs following the disability.

No Employee shall receive STD benefits whose disability was caused by drug addiction or intoxication except for the time an Employee is receiving treatment for drug abuse or alcoholism under the care of a licensed treatment center approved under the Employee Assistance Program. No Employee shall receive benefits for any injury which may be the result of being intoxicated by alcohol or drug addiction or any condition occurring or resulting while violating criminal laws, while on disciplinary suspension, or while employed by persons or parties other than the

Company, or for any injury or illness covered by Washington State Industrial Insurance.

- 4) Term: STD benefits will continue for a period not to exceed one hundred twenty (120) days after the date of the disability or disabilities, at which time any unused Supplemental Short Term Disability benefits as provided in Section 3.5(a)(9) shall be used at one hundred per cent (100%) of base pay until exhausted.
- 5) Holiday Pay while on STD: During the STD benefit period, Employees will receive pay at eighty per cent (80%) for Company-recognized holidays. Employees have the option of either using PTO or Supplemental Short Term Disability to augment Holiday payment to 100%, or using time off without pay.
- 6) Benefit Renewal: For Employees who have exhausted the benefit maximum, the benefit renews when the following criteria are met: (a) the Employee has returned to work for at least thirty (30) calendar days, (b) the Employee has worked five hundred twenty (520) hours in the preceding twelve (12) months, and (c) the Employee has been medically released to work their full schedule and has done so for no fewer than three (3) months in the preceding twelve (12) months.
- 7) Transitioning to Long Term Disability (LTD): After exhausting their Supplemental Short Term Disability, Employees will immediately transition to LTD, if qualified. Employees without Supplemental Short Term Disability will immediately transition from STD to Long Term Disability (LTD), if qualified.
- 8) Paid Time Off (PTO) Balances: Earned and unused PTO balance shall be paid at the Employee's then

current rate of pay when the Employee qualifies for LTD or when the Employee's employment is terminated.

- 9) Supplemental Short Term Disability: Sick leave balances accrued prior to September 1, 1985 will continue to be retained and referred to as Supplemental Short Term Disability benefits and shall be used as follows:

Supplemental Short Term Disability benefits shall be used to make up the difference between payments set forth in Section 3.5(a)(1) and the individual's one hundred per cent (100%) pay level until the Employee is approved to return to work or approved for LTD. During the Supplemental Short Term Disability benefit period, PTO shall not accrue and Holidays will be paid at one hundred per cent (100%) of base pay. Such supplemental amounts shall be withdrawn from the Employee's Supplemental Short Term Disability balance as used. Only the actual percentage required to supplement the STD payment and adjust the pay to one hundred per cent (100%) will be withdrawn from the Supplemental Short Term Disability balance.

In lieu of supplemental short term disability, accrued PTO may be used to supplement the STD benefits to make up the difference between payments set forth in Section 3.5(a)(1) and the individual's one hundred per cent (100%) pay level until the Employee is approved to return to work or approved for LTD. Such supplemental amounts shall be withdrawn from the individual's PTO balance as used. Only the actual percentage required to supplement the STD payment and adjust the pay to one hundred per cent (100%) will be withdrawn from the PTO balance.

- 10) Sickness While on Vacation: Employees who develop a physical disability or confining illness while on vacation may elect to exercise their STD benefits, provided they meet the requirements of this section. The remaining scheduled PTO may then be deferred.

- 11) Benefits Continuation: An Employee whose disability meets the criteria for the STD program may continue the benefits program under Sections 3.4 and 3.13 for the approved period of disability.

- b) Transitional Duty: Transitional duty is a time-limited removal of job functions the Employee is medically unable to perform. It is available to Employees whose medical restrictions are less than two (2) months in duration, with the exception of pregnancy. There are two (2) types of Transitional Duty:
 - 1) "Restricted work" is the short-term elimination of job functions the Employee is unable to perform due to the short-term medical restrictions.

 - 2) "Alternative work" includes duties that are not part of the Employee's regular body of work. This work may be performed outside of the Employee's department.

Time an Employee works on transitional duty will be paid at one hundred per cent (100%) of the Employee's base pay rate according to the Company's transitional duty guidelines.

c) Long Term Disability (LTD):

- 1) Wage Subsidy: Core Coverage equal to sixty-five per cent (65%) of the Employee's monthly base wages up

to Ten Thousand Dollars (\$10,000) monthly income (\$6,500 monthly benefit) will be provided by the Company.

2) Medical Premium Subsidy:

- i. The Company will provide premium subsidy for an LTD participant equivalent to one hundred per cent (100%) of Employee-only medical cost or fifty percent (50%) of the Employee with Family medical cost based on the value of Regence Engage Medical Plan and Basic Life Insurance premiums for the following duration:
- ii. For an employee in opt-out status at the time they are qualified for LTD benefits they will receive opt-out credits as provided in Section 3.13 (b)(3) at the time the employee begins receiving LTD benefits for the same duration as the medical subsidy.

3) Basic Life Insurance Premium Subsidy: The Company will subsidize basic life insurance premiums in effect at the time of qualification for LTD benefits.

4) Coverage Period: Applicable subsidies as noted in 1), 2) and 3), above, shall be provided until the claim is closed, the Employee becomes eligible for disability-related Medicare, retires, or reaches age sixty-five (65), whichever comes first. Employment also terminates at this time. For employees with fewer than ten (10) years of service at the time they are approved for LTD benefits, the maximum coverage period is three (3) years.

3.6 Evidence of Disability

The Company, at its option, may require an examination of the Employee by a doctor to be designated and paid for by the Company.

3.7 Industrial Injury or Illness Wage Continuation Plan

In the case of any disability which is covered by State Industrial Insurance or State Worker's Compensation, the Company will pay to such disabled Employee under a wage continuation program eighty per cent (80%) of the Employee's regular straight-time wages, less any State or Federal compensation, for a total of one (1) calendar year from the first date of lost time from work, including designated Holidays. During such time off the job, the Employee shall not continue to accrue or use PTO benefits and the wage rate will remain frozen, except for General Wage Increases.

3.8 Personal Leave of Absence:

- a) Time off without pay for a period not to exceed ninety (90) calendar days may be granted to Employees on an individual basis and solely at the Company's discretion. Employees shall not be required to reduce their accrued PTO before such leave is granted.
- b) Periods of time taken off shall not be used to calculate wage rates, periods of time required for certain jobs or job classifications, and time required for probationary periods.
- c) During periods of time off in excess of fifteen (15) calendar days, the cost of all benefits shall be the responsibility of the individual, and the Employee shall not accrue PTO benefits for that month.
- d) Benefits determined by reference to seniority, length of

service, or anniversary dates may exclude periods of time taken off while on leave of absence, except as provided otherwise in the Family Medical Leave Act.

- e) Positions vacated by such leaves may be filled by the Company without bidding utilizing qualified regular, temporary, or casual Employees.
- f) After an Employee begins a scheduled period of time off, the Company may, at its discretion, terminate the period of time taken off. The Employee may return in advance of the agreed-upon leave date by mutual agreement of the Employee and the supervisor.
- g) While on personal leave of absence, Employees are not entitled to receive PTO pay or accruals, STD, or, except as provided in Section 3.3(a), Holidays.

3.9 Bereavement Leave

In the event of a death in an employee's family, the employee may use up to four (4) scheduled working days of unpaid leave per each occurrence for bereavement. For the purposes of such leave, family includes: spouse or domestic partner, parents including step-parents, children including step-children, siblings, grandparents and grandchildren. The employee shall notify the employee's supervisor of the qualifying reason for bereavement leave prior to the start of the leave. With such notice, the leave shall not be considered an occurrence under the provisions of Article 13.11. Nothing in this article shall preclude an employee from using accrued PTO in such circumstances.

3.10 Military Leave

Employees who are members of reserve military organizations and desire to take periodic training outside of their regular vacation period shall make application to the Company for a leave of absence at least thirty (30) days in advance of the beginning of each such training period. Such leave shall be granted by the Company, and applicable laws will apply. The Company shall pay the difference between the Employee's regular straight-time wage and the Employee's military pay for up to twenty (20) workdays.

When an Employee is called for active duty, the Employee shall receive supplemental pay, certain benefits, and return to work rights as provided in the Company's published Military Leave benefit.

3.11 Jury Duty

The Company will pay Employees on jury duty or subpoenaed as witnesses, except when the Employee is litigating against the Company or in an action in which the Employee has a personal interest, for all hours they would normally work during a pay period on their regular pay day. Employees may keep any compensation they receive for this civic duty in addition to their regular pay as provided in the Company's published Jury Duty Leave policy. Employees shall not be required to use PTO when reporting for Jury Duty.

3.12 Union Leave

An Employee elected or appointed to office in Local Union No. 77 which requires a part or all of the Employee's time shall retain his/her position on the seniority list with the Company and shall be granted an unpaid leave of absence upon application.

3.13 Health and Welfare Plan

a) Eligibility: The Company will provide a monthly benefit contribution to all full-time and part-time regular Employees. Employees will be eligible for benefits coverage on the first (1st) of the month following the date of hire.

b) Flexible Benefit Contributions (Flex Credits): The Company will make a Flexible Benefit contribution on behalf of each eligible bargaining unit member based on the medical coverage selection chosen by the Employee as follows:

1) For employees enrolled in employee only medical coverage: Effective January 1, 2018: six hundred twenty six dollars (\$626.00) per month.

Effective January 1, 2019: six hundred fifty one dollars (\$651.00) per month.

Effective January 1, 2020 the larger of:

- i. Eighty percent (80%) of the weighted average cost of all available medical plans, plus eighty percent (80%) of the cost of the High Option Dental plan, or
- ii. Six hundred fifty one dollars (\$651.00) per month.

2) For employees enrolled in family medical coverage: Effective January 1, 2018: one thousand four hundred sixty four dollars (\$1,464.00) per month.

Effective January 1, 2019: one thousand five hundred twenty three dollars (\$1,523.00) per month.

Effective January 1, 2020 the larger of:

- i. Eighty percent (80%) of the weighted average cost of all available medical plans, plus eighty percent (80%) of the cost of the High Option Dental plan, or

- ii. One thousand five hundred twenty three dollars (\$1,523.00) per month.
- 3) Employee Opt-Out: The Flexible Benefit contribution for Employees who opt out of medical and dental benefits is One Hundred Fifty-Six dollars and eighty-five cents (\$156.85) per month.
- 4) Domestic Partner Coverage: If an Employee elects to cover a domestic partner (or domestic partner and dependents of the domestic partner), the Company will provide a Flexible Benefit contribution equal to the Employee-only contribution, and an additional taxable amount calculated as the difference between Employee with family contribution (EF) and the Employee only (EE) contribution.
- c) Wellness Program: The Company will administer the Wellness Program and determine the requirements to be completed by the employee (and as applicable, the employee's spouse or domestic partner) in order to receive Wellness Credits.
 - 1) Wellness Credit: Effective January 1, 2017 full time, regular employees enrolled in a Company medical plan who complete Wellness Program requirements are eligible for Wellness credits of forty dollars (\$40.00) per month. An employee enrolled in family coverage will be eligible to receive an additional Wellness credit of forty dollars (\$40.00) per month if the employee's spouse or domestic partner, who is covered on PSE's plan, completes the Wellness Program requirements. Employees enrolled in family coverage who only cover themselves and dependent children (not a spouse or domestic partner) are eligible to receive the additional forty dollars (\$40.00) per month Wellness credit, provided the employee

has completed the Wellness Program requirements. Effective January 1, 2019, Wellness credits shall be increased to fifty dollars (\$50.00) per month.

- 2) Wellness Credit for Employees in Opt-Out Status: Effective January 1, 2017 regular full-time employees who have opted out of Company medical coverage, and who complete Wellness Program requirements, the Company will provide Wellness credits of forty dollars (\$40.00) per month in addition to the monthly flexible benefit contribution of one hundred and fifty-six dollars and eighty-five cents (\$156.85). Including the Wellness credits, a regular full time employee opting out of Company medical coverage in 2017 or 2018 will receive a total of one hundred and ninety-six dollars and eighty-five cents (\$196.85) per month. Effective January 1, 2019, Wellness credits shall be increased to fifty dollars (\$50.00) per month, for a total contribution of two hundred and six dollars and eighty-five cents (\$206.85).
- 3) Maximum Wellness Credit: If an employee and their spouse or domestic partner both work for the Company, the maximum Wellness credit is forty dollars (\$40.00) per month, each, in 2017 and 2018, and fifty dollars (\$50.00) per month, each, effective January 1, 2019.
- d) Pre-tax Benefits: The menu-style plan comes with pre-tax flexible reimbursement accounts and pre-tax premiums.
- e) Accidental Death and Dismemberment: An optional Accidental Death and Dismemberment (AD&D) coverage plan will be available through the menu-style plan.

- f) Joint Health and Welfare Committee: The Joint Health and Welfare Committee shall continue to participate in plan design and other issues that may come to their attention regarding the Health and Welfare Plan. If the cost of any Plan increases by more than five percent (5%) in a single year, the Company will identify plan design changes to reduce the cost of said Plan. The Health and Welfare Committee may participate in selecting alternatives for implementation.

The parties agree to establish a specific schedule of Joint Health and Welfare Committee meetings. Straight-time regular wages for Employees participating in the Joint Health and Welfare Committee will be paid by the Company.

- g) Carriers: The Company reserves the right to change carriers if better rates and/or quality of service can be obtained and will not result in any substantial reduction in benefit coverage. The Union shall be notified thirty (30) days in advance of any change.
- h) Benefit Continuation: Should an Employee die, the surviving spouse and/or dependents covered under the medical plan at the time of the employee's death may continue medical coverage, and the Company will pay ninety per cent (90%) of COBRA medical premium for a period not to exceed the earliest of the following:
- 1) Eighteen (18) months following the death of the employee.
 - 2) When the covered spouse or dependent becomes eligible for coverage under another group policy.
 - 3) Remarriage of the spouse.

3.14 401(k) Investment Plan

For new covered employees hired or rehired after

ratification of this agreement and thereafter, the following benefits will be offered:

- a) The 401(k) Investment Plan will provide a fully vested employer matching contribution. The match will be one dollar (\$1) for each one dollar (\$1) the employee contributes up to the first three percent (3%) of compensation, and fifty cents (\$.50) for each one dollar (\$1) contributed up to the employee's next three percent (3%) of compensation.
- b) In addition to the matching contribution, the 401(k) Investment Plan will provide an annual company contribution of four percent (4%) of compensation paid, regardless of the amount the employee contributes, unless the new hire makes a one-time election within thirty (30) days from date of hire to participate in the Cash Balance benefit described in paragraph C, below. This fixed contribution will vest after three (3) years of service.
- c) New hires will not participate in the Retirement Program unless they make a one-time election to participate in a new Cash Balance benefit as described in Section 3.14B.

Employees who were hired prior to or on the day of ratification will be eligible to receive one (1) of the two (2) 401(k) benefits below. These Company contributions are vested immediately:

- 1) For Employees on the FAE plan, the Company will match fifty-five cents (\$.55) for every dollar of the first six percent (6%) of the Employee's compensation contributed to the plan, or
- 2) For Employees on the Cash Balance Plan whose date of hire is prior to or on the day of ratification,

the Company will match one hundred percent (100%) of every dollar of the first six percent (6%) of the Employee's compensation contributed to the plan. In addition, the Company will make a contribution of one percent (1%) of the Employee's base salary following the end of the year.

Upon hire, regular Employees are automatically enrolled in the 401(k) plan and will receive annual automatic increases as provided by the plan, unless they elect to opt out.

Employees may borrow from their 401(k) accounts per plan provisions.

3.15 Pension Plan

The Pension Plan will remain unchanged for covered employees whose date of hire is before or on the day of ratification of this agreement. For these employees, the Pension Plan will be the Cash Balance Plan, except for those employees who were eligible for and elected to remain in the Final Average Earnings (FAE) plan.

- a) Effective December 1, 2010, FAE benefits for full-time Employees who remain in the FAE plan are calculated on base pay only up to two thousand eighty (2,080) hours per year (80 hours per pay period). If regular hours paid are fewer than eighty (80) hours per pay period, overtime hours worked times the base pay rate will be used. The formula used to calculate the normal retirement benefit for the FAE plan is: one point two five percent (1.25%) times years of credited service, times average monthly earnings during the highest paid sixty (60) consecutive

- months of employment out of the higher of: (a) the last fifteen (15) years preceding termination of employment or (b) the last fifteen (15) years prior to 2010 plan change and based on eligible earning at that time. For this plan, normal retirement age is defined as age sixty-five (65) years. Employees in the FAE plan will be eligible to receive 401(k) benefits under Section 3.14(a).
- b) Employees hired or rehired after ratification will not participate in the Retirement Program unless the new hire makes a one-time election to participate in a new Cash Balance benefit instead of receiving the company contribution in the 401(k) plan described in Section 3.14. The Cash Balance benefit is an annual Pay Credit of four percent (4%) of compensation each December 31, plus a guaranteed Interest Credit of at least one percent (1%) each quarter. The Cash Balance account becomes vested after three years of service and is available at termination or retirement in a lump sum or in annuity options with the same actuarial value as the lump sum under tax code rules.
- c) Employees are vested in the FAE plan after completing five (5) years of credited service. Employees are vested in the Cash Balance Plan after completing three (3) years of credited service.
- d) Employees with deferred vested benefits in the FAE plan who left the Company and return will have a choice of either freezing their prior FAE benefit or converting it to the Cash Balance Plan. Former WNG Employees who elect the Cash Balance Plan will also

convert their frozen WNG pension benefit. Any Employee with a FAE benefit that transfers to a non-IBEW position will have their FAE benefit converted to the Cash Balance Plan in effect for employees hired prior to the date of ratification of this agreement.

- e) The Union and the Company agree that for six (6) years or for two (2) successive negotiations cycles from December 11, 2014, whichever is greater, there will be no discussion of changes to pension or investment plans, unless the Union and the Company mutually agree to enter into such discussions.

3.16 Retiree Medical

- a) The Company shall provide a subsidy for Employees hired prior to June 20, 2002 who did not elect the cash-out option in 2007 equal to six dollars (\$6) per month multiplied by the Employee's full years of service.
- b) Employees hired after June 20, 2002 are not eligible for the Company subsidy for Retiree Medical Benefits.

3.17 Life Insurance

Basic Life insurance coverage equal to one (1) times the Employee's annual base wages will be provided by the Company. An optional Supplemental Life Insurance coverage plan will be available through the menu-style plan.

3.18

The benefit plans described in Sections 3.5, 3.13, 3.14, 3.15, 3.16, and 3.17 are not intended to be the complete description of each plan's requirements and conditions. Requirements and conditions of each plan are governed by the Company plan documents or summary plan descriptions, and changes to the terms or value of benefits will be subject to mandatory bargaining, unless the change is required by

State or Federal laws or regulations. The Company will notify the IBEW of changes and will indicate whether the change is legally required and how the changes affect the terms or value of benefits. The IBEW will have twenty-one (21) calendar days to respond if it believes mandatory bargaining is required.

ARTICLE IV

Working Rules for Line Employees

- 4.1** The Line Crew rules in Exhibit D are moot if there are no line crews. However, should the Company decide to assign line crew work to its own Employees, the rules contained in Exhibit D will be reinstated. The primary responsibility of a Service Lineman is emergency first response. Their duty is to make safe and repair within the existing Working Rules for Service Lineman in Article V of the Collective Bargaining Agreement. The Company will not assign a Service Lineman to work outside of the provisions contained in Article V.

ARTICLE V

Working Rules for Service Lineman Employees

- 5.1** A Service Lineman shall be a qualified Lineman.
- 5.2** Any changes asked for by the Employee in Service Linemen's working schedules shall be by a majority vote of the Employees involved, agreed upon by the Union and the Company.
- 5.3** Service Linemen shall do any line work and any incidental work that may be required at any time. as long as safety regulations are not violated.
- 5.4** The Company may establish such shifts as are necessary to provide adequate public utility service.
- 5.5** Journey-Level Worker in Charge (JIC): When three (3) or more service linemen are working on an underground cable outage requiring the use of fault locating equipment and one (1) has the responsibility for planning and directing the work, that person shall be the senior qualified Journey-Level Worker and will be classified as the Journey-Level Worker In

Charge (JIC). Upon arrival of the third service lineman at the job site, the JIC will be paid at a five percent (5%) premium of Service Lineman pay and such pay will continue for the duration of the job.

ARTICLE VI

Working Rules for Electric Dispatcher Employees

6.1

- a) Electric Dispatcher vacancies shall be filled by Line Foremen, Linemen, Service Linemen, System Operators, Wiremen, and Metermen meeting the basic qualifications of the job description.
- b) Electric Dispatcher relief shall be drawn only from those classifications eligible to bid regular dispatcher vacancies.
- c) An Employee accepting a bid for Electric Dispatcher shall have up to a ninety (90) calendar-day trial period in which the Employee or Company has the opportunity to determine if he/she is suitable for the position. The Company agrees to preserve the Employee's previous position for a period up to ninety (90) calendar days. The Company shall have the right to temporarily fill the vacated position. If the Employee within the ninety (90) calendar-day trial period elects to return to his/her previous position, the following procedure

shall apply: The Electric Dispatcher position shall be offered to the next qualified bidder on the qualified bidder's list, and to the remainder of the qualified bidders until the position has been filled or until all qualified bidders have been offered the bid.

6.2 Call-Outs for Electric Dispatcher - Storm Headquarters

When the Company determines the need to open a Storm Headquarters they may, at their discretion, temporarily utilize System Operators who live in the geographical area without regard to the Call-Out procedure for System Operations. In the event temporary coverage is needed and there are no other alternatives, a System Operator Trainee may be utilized.

The agreed to Call-Out Procedure will be followed for Electric Dispatchers.

ARTICLE VII

Working Rules for Substation and Relay Employees

7.1 This article applies to substation and relay Employees.

7.2 Wire Foreman: When three (3) or more Employees, two (2) of whom are Journey-Level Workers, are working on a specific job and one (1) has the responsibility for planning and directing the work, that person shall be the senior qualified Journey-Level Worker on the job and will be classified as a Foreman. This shall not apply to Shuffleton shop and yard.

7.3 Lead Wireman: When three (3) or more Employees, one of whom is a Journey-Level Worker, are working on a specific job the Journey-Level Worker on the crew shall be designated as Lead Wireman. Lead Wiremen will be assigned on the basis of headquarters seniority when practicable. The Lead Wireman shall be assisted by not

more than three (3) qualified Helpers-Wire and/or Equipment Operators. This shall not apply to Shuffleton shop and yard.

- 7.4** Heavy Wire Crew: "Heavy Wire Crew" means a crew composed of a Foreman and four (4) or more Journey-Level Wiremen. This shall not apply to Shuffleton shop and yard.
- 7.5** Switching: Substation Inspectors shall perform switching in transmission substations when available. Wiremen, Substation Inspectors, and Relay Technicians may do their own switching for the purpose of removing from service or returning to service equipment for testing, inspection, or maintenance. In distribution substations (defined as having a secondary voltage of 34.5 kV or below), other qualified Journey-Level Workers may be used for high-voltage line switching, non-reclose, ground trip. They may be used in any substations for emergencies.
- 7.6** Substation Inspector Pay Upgrade: A Wireman will be paid an upgrade to the Inspector pay rate when:
- a) The Wireman is notified by his/her supervisor, the Load Office or System Operations to perform job duties within the Substation Inspector classification.
 - b) The Wireman performs incidental Inspector duties lasting longer than four (4) hours. The upgrade shall apply to all hours worked when performing incidental Inspector duties lasting longer than four (4) hours.
 - c) The Wireman rides with a Service Lineman as part of a switch team.
 - d) If two (2) Wiremen are riding together to perform Inspector duties, then only the more senior Wireman will

receive the upgrade to the Inspector pay rate for those hours worked.

A Wireman will not be paid an upgrade to the Inspector pay rate when:

- a) The Wireman performs duties in support of his/her own, or another crew's, work.
- b) The Wireman performs incidental Inspector duties including but not limited to oil samples and battery checks when already on site.

7.7 Substation Inspector vacancies shall be filled by Wiremen and Wire Foremen. An individual who is awarded a Substation Inspector bid shall have a reasonable break-in period with an experienced Substation Inspector.

7.8 Journey-Level Wiremen and third-year Apprentices prior to April 18, 1984 shall be entitled to bid Combustion Turbine Technician jobs.

7.9 In awarding Wire Foremen and Lead Relay Technician jobs, the Company will select the senior qualified bidder per Article 2.23.

7.10 Relay Technician bids will be awarded to Journey-Level Wireman in the Substation and Relay classification group who are in the qualified candidate pool for this position on the date of the bid closure.

To be included in the qualified candidate pool for this position, an employee must take and pass a qualification examination. For purposes of bidding a Relay Technician position, exam results are valid for two (2) years.

Qualified employees accepting the bid for Relay Technician Trainee shall have up to a ninety (90) calendar-day trial period. During this trial period, the employee may elect to return to their previous position or the Company may decide the employee will not be retained in the position. The Company agrees to preserve the employee's previous position during the trial period. The Company shall have the right to temporarily fill the vacated position.

ARTICLE VIII

Working Rules for Meter Employees

- 8.1 Meter Employees:** This article applies to the following classifications working in the Central Electric Meter Shop(s) and the Division Electric Meter Shops in the Company: Advanced Metering Specialist, Meter Foreman, Lead Meter Technician, Meter Technician, Meter Technician I & II, Meter Journey-Level Worker, Apprentice Meterman, Meter Tester I and II, Lead Customer Field Representative, Customer Field Representatives I and II, and Helper Meter/Transformer.
- 8.2 Meter Employee Upgrade:** When three (3) or more Meter Employees, two (2) of whom are Journey-Level Workers, are

working on a specific job and one (1) has the responsibility for planning and directing the work, that person shall be the senior qualified Journey-Level Worker on the job and will be classified as a Meter Foreman. This shall not apply to the Meter Shops.

8.3 Layoff: In the event of a layoff, Employees in the Meter Department classified as Journey-Level Workers or Apprentices will not be laid off until all Meter Testers have first been laid off.

8.4 Customer Field Representatives

a) As part of their duties, Customer Field Representatives are to work gas shut offs, disconnect, and reconnect orders on single-phase, self-contained customer electric meters Monday through Saturday, 6:00 a.m. to 12:00 a.m. (Midnight). Customer Field Representatives shall not be required to disconnect or reconnect electric meters or gas shut offs until they have completed a comprehensive Customer Field Representative I training conducted by Journey-Level Workers or other qualified Employees.

b) Requests for assistance in unsafe conditions shall be at the discretion of the Employee.

8.5 Meter Labor/Management Training Committee (LMTC)

The Meter LMTC will be comprised of four (4) IBEW-represented Employees and four (4) Management Employees. The IBEW represented members will be appointed by the IBEW. The purpose of this committee is to assure Customer Field Representative I & II, Meter Tester I & II and Meter Technician Trainee I & II, receive the necessary apprenticeship preparation, training, evaluations, and testing.

a) Customer Field Representative Advancement Process:

Once awarded the Customer Field Representative I bid, the following must be met in order to advance to a Customer Field Representative II:

- 1) Must have a minimum of one (1) year continuous employment as a Customer Field Representative I before being eligible to take the Customer Field Representative II Test. An employee may take the test after twelve (12) months, but no later than fifteen (15) months.
- 2) The Customer Field Representative I must have a satisfactory performance appraisal and a recommendation from the Meter LMTC.
- 3) Successfully pass the Customer Field Representative II test.
 - i. If the Customer Field Representative I fails the test, the test will be retaken in a minimum thirty (30) calendar days and a maximum of forty-five (45) calendar days.
 - ii. If the Customer Field Representative I fails a second time, the Employee must bid and accept the first position available for which qualified. If the Customer Field Representative I has not obtained a new position within sixty (60) calendar days, his/her employment will be terminated.
- 4) The above process in Section 8.5(a) must be completed in approximately an eighteen (18)-month time frame. In addition, all apprenticeship preparation requirements must be met satisfactorily.
- 5) Evaluations will be included in the advancement process; evaluations will be done quarterly and given to the Meter LMTC to make sure the Employee is successful in the advancement program. Evaluations

will be done by Customer Representatives II, Customer Service Field Leads, Meter Testers, Meter Foremen, and Supervisors.

b) Meter Tester Advancement Process:

Customer Service Field Leads and Customer Field Representatives II will be given priority for Meter Tester I bids.

Once awarded the Meter Tester I bid, the following must be met in order to advance to a Meter Tester II:

- 1) Must have a minimum of one (1) year continuous employment as a Meter Tester I.
- 2) Must successfully meet qualifications as approved by a Journey-Level Worker.
- 3) Successfully pass the Meter Tester II Test.
 - i. If the Meter Tester I fails the test, the test will be retaken within thirty (30) calendar days.
 - ii. If the Meter Tester I fails a second time, the Company will make every effort to place the Employee back into their previous classification or another position for which the Employee is qualified.
- 4) In addition, all apprenticeship preparation requirements must be met satisfactorily.

c) Meter Technician Trainee Advancement Process:

- 1) An employee must be a current Meter Journeyman with at least one (1) year experience at that level in order to be considered an eligible bidder.
- 2) A successful bidder must complete and pass all necessary training and background checks required

under NERC CIP standards

- 3) The LMTC will define upgrade requirements for the Meter Technician Trainee positions and shall be advised by a team of subject matter experts who will be able to provide input on matters relating to the Meter Technician Trainee position.
- 8.6** In awarding Meter Foremen, Advanced Metering Specialist, and Lead Meter Technician jobs, the Company will select the bidder per Article 2.23.

ARTICLE IX

Working Rules for Communications Employees

- 9.1** Communications Employee Upgrade: When three (3) or more Employees, two (2) of whom are Journey-Level Workers, are working on a specific job and one (1) has the

responsibility for planning and directing the work, that person shall be the senior qualified Journey-Level Worker on the job and will be classified as a Foreman.

- a) Upgrade will commence when Employee has been notified that he/she has been given the responsibility of the respective department bargaining unit.
- b) Upgrade will continue until the upgraded Employee's regular shift ends or until the Foreman returns to duty that same day.

9.2 Communications Committees: Committees composed of equal labor and management representatives with at least one (1) Communications Supervisor and one (1) Communications Foreman will:

- a) Validate and update new skills required for advancement to the Senior Communications Technician I and II.
- b) Maintain records of such skills.
- c) Oversee continued training and update as necessary to maintain acquired skills in other disciplines.
- d) If an agreement cannot be reached, it will be referred to the Union and Labor Relations for resolution.

9.3 Training: A structured training program shall be developed for Communication Technician Trainees.

9.4 Bidding: When bidding Foreman Positions, the Company will select the bidder per Article 2.23.

ARTICLE X

Working Rules for System Operations Employees

10.1 The term "System Operator" used in the following sections is intended to mean all levels in the System Operator classification including System Operator Trainee, unless otherwise stated.

10.2 Shifts

- a) System Operators will rotate through all shifts in a repetitive manner, except the Lead System Operator scheduled to work the day shift Monday through Friday on the basis of classification seniority.
- b) Eligible bidders for the Lead System Operator position must hold the classification of "System Operator V." If there are no eligible bidders, the Lead System Operator will be a rotational assignment.
- c) Operators shall have two (2) regular days off in sequence in seven (7) days unless otherwise agreed upon by the Union and the Company. In shift changes, Operators shall be scheduled for not less than the equivalent of forty (40) straight-time hours in any scheduled week. Operators shall not be required to take time off from their regular shift as a result of working overtime, including Holiday work. The first posting of revised routine shift schedules shall be made at least five (5) days prior to the effective date.
- d) Employees shall have the opportunity for rotating shifts, provided it does not interfere with the operations of the Company or increase its operating expenses.
- e) All System Operators may be required to stand a shift

alone after completing the seven (7)-month training period, being approved by the Labor/Management Training Committee, and passing the Level I examination.

10.3 System Operations Twelve-Hour Shift Agreement

- a) Duration: By mutual agreement between the Company and the Union, shifts of twelve (12) hours have been established for System Operators under the terms contained herein.

This shift schedule will remain in effect unless it is mutually agreed by the Union and the Company to change the selected shift.

- b) Cancellation Clause: Either the Company or the Union can withdraw the twelve (12)-Hour Shift Schedule and return to an eight-hour rotating shift schedule. A thirty (30) day written notification must be submitted by the party who wants to return to an eight hour shift schedule. Any threat to the safety of personnel or equipment shall be cause for immediate cancellation of the twelve (12)-hour shift.
- c) Workweek: The defined work week for overtime purposes will begin at 00:01 AM Friday and will end at 24:00 PM the following Thursday for employees assigned to work on the 12-hour shift schedule. All regularly scheduled shift hours worked beyond forty (40) hours during the defined work week will be paid at time and one-half pay. All overtime hours worked outside the employees' regularly scheduled shift hours will be paid in accordance with the terms of this Agreement, unless otherwise specified in this Article.

System Operations shift schedule example

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S									
Team 1	N	N	N	N				D	D	D	N	N	N				D	D	D	D								8	8	8	8						
Team 2		D	D	D	N	N	N					D	D	D	D							8	8	8	8				N	N	N	N					
Team 3					D	D	D	D							8	8	8	8				N	N	N	N				D	D	D	N	N	N			
Team 4	D							8	8	8	8				N	N	N	N						D	D	D	N	N	N				D	D	D		
Team 5	8	8	8	8				N	N	N	N					D	D	D	N	N	N						D	D	D	D							
Lead Op	8	8	8	8	8			8	8	8	8	8			8	8	8	8	8					8	8	8	8	8			8	8	8	8	8		

- d) Holidays: Employees assigned to work on the twelve (12)-hour shift schedule will earn those holidays as provided in Section 3.3. Employees assigned to work a twelve (12)-hour shift on a recognized Company holiday will receive eight (8) hours of straight time pay for the holiday, in addition to pay at the applicable overtime rate for actual hours worked on the holiday.
- e) Personal Holidays: Personal Holidays will be administered in accordance with Section 3.3(b). If an employee is scheduled for a twelve (12)-hour shift, and wishes to use their Personal Holiday of eight (8) hours, they may charge an additional four (4) hours of PTO or four (4) hours of time without pay to complete the twelve (12)-hour shift.
- f) Paid Time Off: One (1) day allotted for PTO equals eight hours, per Section 3.4. When an employee uses PTO in lieu of working a regularly scheduled work shift, the actual number of hours will be deducted from the accrued PTO. For example, a person scheduled for a twelve (12)-hour shift using PTO will be charged twelve (12) hours of PTO.
- g) Short Term Disability: PTO used to satisfy the STD waiting period of three (3) days shall equal twenty-four (24) hours as it pertains to the twelve (12)-hour shift. STD benefits will be based on an eight (8)-hour, five (5) day

work week. STD shall be administered in accordance with Section 3.5.

- h) Overtime Pay: The overtime pay provisions, as specified in Section 2.4 of this Agreement, will apply for hours worked outside a regularly scheduled twelve (12)-hour shift except as follows:
 - 1) When an employee works over forty (40) hours on their regularly scheduled shift during the defined workweek, the employee will receive one and one-half times ($1\frac{1}{2} \times$) pay for those hours worked over forty (40) on their regularly scheduled work period. These one and one-half times ($1\frac{1}{2} \times$) hours shall apply to the overtime hours ceiling as outlined in Section 2.4(a)(4).

- i) Meals: Meal allowance will be as provided for in Section 2.5. Those employees scheduled to work overtime up to and including a twelve (12)-hour shift will be responsible to provide all their own meals. A first meal allowance will be incurred at two (2) hours past the end of a regularly scheduled shift with additional meal times adjusted accordingly.

- j) Changes of Shift: If changes must be made to the Employee's twelve (12)-Hour Shift Schedule, notification of the revision shall be made five (5) calendar days prior to the effective date of the change unless it is mutually agreed upon by the affected Employees and their supervisors. No loss of hours worked shall result for the affected Employees involved in the shift change for the pay period.

10.4 Bidding

- a) Bidding the System Operator or System Operator/System Operator Trainee vacancies will be on a Company-wide basis with the senior eligible person to be selected in

accordance with the following preference:

- 1) Employees on the System Operations seniority list in order of the highest attained level.
 - 2) All other IBEW represented Employees meeting the qualifications for the posted position.
- b) Qualified Employees accepting the bid for the System Operator/System Operator Trainee position may elect between the following two options:
- 1) Enter as Trainee and preserve the option to return to their previous job within ninety (90) days, per Section 10.4(b); or
 - 2) Waive the ninety (90)-day option as set forth in Section 10.4(b) and enter as a System Operator I for pay purposes.
- c) If an Employee within the ninety (90)-day trial period elects to return to his/her previous position, the following procedure shall apply: The System Operator/System Operator Trainee position shall be offered to the next qualified bidder on the qualified bidders list and to the remainder of the qualified bidders until this position has been filled or until all qualified bidders have been offered the bid.
- d) Qualified Employees accepting the bid for the System Operator Trainee position shall be slotted at Level I for pay purposes; provided, however, an Employee with documented background, training, and experience may petition a joint committee, comprised of Management and represented Employees in System Operations, for slotting above the Level I System Operator.
- e) Qualified Employees accepting the bid for the System Operator Trainee position shall still be required to complete the training program described below; provided,

however, the Employee shall not have the right to return to the previously held position during the ninety (90)-day trial period prescribed for Trainees in Section 10.4(b).

- f) An Employee bidding to a System Operator or System Operator/System Operator Trainee position shall continue to accrue seniority in his/her prior classification for up to two (2) years; provided, however, the Employee has up to two (2) years to elect to begin accruing System Operator seniority from the date of hire into the position when the qualifications for seniority set forth in Section 10.4(c) below are met. This option may only be exercised one (1) time by any Employee.

10.5 System Operator Training Program (SOTP)

- a) System Operator Trainees and System Operators shall participate in a structured training program called the "System Operator Training Program" (SOTP) which allows progression through five (5) levels. Advancement in levels is achieved and maintained by completion of the course requirements and the passing of required examinations.
- b) The first ninety (90) days will be considered a trial period with an evaluation to review the Employee's progress at approximately eighty (80) days. At this time, a Trainee may elect to return to his/her previous position. Upon completing the first seven (7) months and passing the examination, a trainee will advance to a System Operator Level I. If a Trainee or a new System Operator fails the examination, the Employee will be required to repeat the examination in approximately thirty (30) days. If the Employee fails the second time, or if by mutual

agreement the Employee is allowed to drop the program, the Company will make every effort to place the Employee back into the Employee's previous classification or other position for which the Employee is qualified. In either event, the employee's seniority will be computed as though the Employee had not left the previous classification.

c) System Operator I

- 1) Upon completion of the SOTP second 6-month course and training requirements, and the passing of the examination, the System Operator Level I will advance to Level II, and will have accrued thirteen (13) months of seniority in this classification if the Employee elects to do so under the provision of Section 10.3(e).
- 2) If the System Operator I fails the examination, the examination will be repeated in approximately thirty (30) days.
- 3) If failed the second time, the System Operator I will remain at that level and repeat the six (6)-month training program before again being eligible to take the examination for advancement.
- 4) If the System Operator I again fails the examination after repeating the second six (6) months of the program, the Employee shall be required to bid and accept the first available position for which qualified. If the System Operator I has not obtained a new position within sixty (60) days of the date of failing the third examination, the employment of the System Operator I shall be terminated.

d) System Operator II through V

- 1) At the end of each succeeding six (6)-month period, the System Operators II through IV shall complete the SOTP course and training requirements and upon completion of each period they shall take the examination. If they pass, they will advance to the next level. If they fail, the test shall be repeated at six (6)-month intervals until passed. An opportunity will be provided for re-examination at approximately thirty (30) days after any failed six (6)-month examination. When the last six (6)-month period is completed, the Employee will become a Level V System Operator; provided, however, a System Operator must spend six (6) months as a System Operator IV before being eligible to take the test as System Operator V.

- 2) If a Level II through IV System Operator fails three (3) times in passing a mandatory six (6)-month examination or refuses to take the examination, or any combination thereof, the Employee shall be required to bid and accept the first available position for which qualified. If the Employee has not obtained a new position within sixty (60) days of the date of failing or refusing to take the mandatory examination, the employment of the System Operator shall be terminated.

10.6 A combination of written and oral examinations will be jointly developed and administered by the Company and the Union. Each party shall bear the expense of its representatives.

10.7 Any System Operator who has previously been in the Lineman, Wireman, Meterman, or Energy Production Journey-Worker E or CT, and has successfully completed seven (7) months of the SOTP will advance to System Operator II, III, and IV upon passing the tests, when they are available, in sequence without regard to any time frame in

the step progressions. However, upon failing one of the tests, the System Operator must spend six (6) months in the classification for which a test has been passed and then advance in accordance with the testing schedule of the program.

10.8 Switching Coordinator

- a) The Switching Coordinator is an assignment to perform certain duties when an emergency event is declared by the Company. The Switching Coordinator:
 - 1) Will assume control of all switching and clearance activities for a designated area, often as part of a Local Area Coordination (LAC).
 - 2) Shall be assigned to work at the designated LAC (if activated) and report to the site leader.
 - 3) Will work in conjunction with System Operations or storm base management.
 - 4) Will track and record clearances in appropriate maps and logs.

- b) Employees represented by the IBEW shall be assigned the Switching Coordinator role on a volunteer basis. A callout list will be prepared every October 1 for use in the event that a Switching Coordinator is needed. This callout list shall be used by the Company in the same manner as the current callout list, with the following exceptions:
 - 1) Any System Operator level II or above who volunteers shall be identified as the primary employee(s) available for performing as a Switching Coordinator.
 - 2) Volunteers will be called in accordance with standard callout rules for System Operations, with lowest overtime hours called first.
 - 3) Employees designated as Relay Technicians and Wireman shall be identified as the secondary employees who are available to perform in the Switching Coordinator Role.

- 4) Employees designated as secondary employees must have a minimum of three (3) years in their respective classification.
 - 5) The secondary order of callout shall be in this order: first, Relay Technicians and second, Wireman.
 - 6) The Company shall provide the Union with a list of qualified volunteers.
 - 7) The Switching Coordinator will work in rotation with the LAC hours of operation.
- c) For purposes of this Section an emergency event shall include but not be limited to: outages caused by a storm, earthquake, flood, or similar circumstances. Not all emergency events declared by the Company will require the designation of a Switching Coordinator, for not all emergency events will require the opening of an LAC. In addition, the opening of an LAC does not imply that a Switching Coordinator will be required for every event.
- d) Compensation and Travel
- 1) An employee assigned to the Switching Coordinator role shall be paid a ten percent (10%) premium to their hourly rate of pay for all hours assigned to perform the job duties of Switching Coordinator.
 - 2) Section 2.15, Assignment to Headquarters, shall apply when an employee is assigned to a Switching Coordinator role away from their regularly assigned headquarters.
- e) After volunteers are identified on the October 1 callout list, the Company shall commence within thirty (30) days, role-based training regarding the job duties of the Switching Coordinator, and will provide each volunteer employee with a job aid for use if assigned to the role of Switching Coordinator.

10.9 System Operator Trainee – Dispatch (SOT-D) Position

This classification serves as a pathway to the System Operator Trainee program. Candidates accepting an SOT-D position will be subject to the following requirements:

- a) Successfully meet all of the requirements of the System Operator Trainee position including successful completion of the PSP Metrics Assessment, aptitude, interest, and work behavior test. The senior bidder must successfully complete the test in order to be offered the bid;
- b) Satisfactorily progress through the training as a dispatcher;
- c) Satisfactorily perform the duties of a dispatcher;
- d) When a System Operator Trainee vacancy occurs, bid, and if offered, accept, the position.
 - 1) If no eligible bidder with System Operator classification seniority or Crew Dispatcher classification seniority bids a System Operator/System Operator Trainee vacancy, the vacancy will be offered to the most senior qualified SOT-D. If there are no employees currently in the SOT-D classification, the position will be bid Company-wide following the provisions outlined in Section 10.3.
 - 2) If an SOT-D does not accept a System Operator/System Operator Trainee position when offered, the SOT-D's employment will be terminated sixty (60) calendar days after the SOT-D declines to accept the System Operator/System Operator Trainee bid. During the sixty (60)-day period, the SOT-D may bid other alternative vacancies. If within the sixty (60)-day period, the SOT-D is the successful bidder for another position, the employee will not be terminated

for not accepting the System Operator/System Operator Trainee bid.

3) The ninety (90)-day trial period in Section 10.4(b) begins when the employee starts the position. When entering the System Operator Training Program from the SOT-D position, the provisions of Section 10.4(b) allowing the Employee to return to his/her previous position will not apply. If mutually agreeable, an Employee who desires to exit the training program may return to the SOT-D position for a period up to sixty (60) days. If the Employee has not obtained another position within sixty (60) calendar days, his/her employment will be terminated.

e) SOT-D employees will receive the starting wage of the System Operator/Trainee classification. After seven (7) months, the Employee will have a wage adjustment to the Electric Dispatcher classification. If the SOT-D Employee takes an SOT bid before they have been in the SOT-D classification seven (7) months, they will transfer at the same System Operator Trainee wage. An employee with more than seven (7) months in the SOT-D position who takes an SOT bid will continue to be paid at the Electric Dispatcher wage until such time as they are eligible for a higher wage.

10.10 In awarding Lead System Operator jobs, the Company will select the bidder per Article 2.23.

ARTICLE XI

Working Rules for Energy Production Employees

- 11.1** This article applies to Hydro, Combined Cycle, and Simple Cycle Combustion Turbine Generation Employees.
- 11.2** Shift Changes: In shift changes, Employees shall be scheduled for not less than the equivalent of forty (40) straight-time hours in any scheduled week. Employees shall not be required to take time off from their regular shift as a result of working overtime, including Holiday work. The first posting of revised routine shift schedules shall be made at least five (5) days prior to the effective date.
- 11.3** Rotating Shifts: Employees shall have the opportunity for rotating shifts, provided it does not interfere with the operations of the Company or increase its operating expenses.
- 11.4** Shift Coverage: Whenever overtime is involved to cover a shift, a qualified Employee of equal or higher classification at the same plant shall be used. If such Employee is not available, then any qualified Employee from any facility may be used. In cases lasting more than one (1) shift, any qualified Employee may be used provided it can be done on a straight-time basis or after one (1) overtime shift followed by straight-time.
- 11.5** Short-Shift Changes: If two (2) successive scheduled short-shift changes (fewer than sixteen (16) hours off between shifts) are made, the second shift shall be paid at the overtime rate.

11.6 Call-out – Hydro: An Operator at an automated hydro station who, by reason of the nature of the work, lives at or near the work site and whose assigned duties do not normally consume eight (8) hours a day, shall be subject to call at any time to perform work. However, any work performed before or after the Operator's defined work period requiring two (2) hours or more continuous duty, shall be paid at the overtime rate, or another Operator shall be provided to perform the work.

11.7 Lead Worker: When three (3) or more Employees, two (2) of whom are Journey-Level Workers, are working on a specific job and one (1) has the responsibility for planning and directing the work, that person shall be the senior qualified Journey-Level Worker on the job and will be classified as Lead.

When three (3) or more Employees, one of whom is a Journey-Level Worker, are working on one specific job, the Journey-Level Worker on the crew shall be designated as Lead and will be assigned on the basis of headquarters seniority when practicable. The Lead shall be assisted by not more than three (3) qualified Helpers.

11.8 Continuing Education: Employees who are engaged in continuing education on job-related training shall be allowed to adjust their work schedules, as mutually agreed to by the Employee and the Supervisor, between 6:00 a.m. and 6:00 p.m.

11.9 Labor/Management Training Committee: The Labor/Management Training Committee (LMTC) shall be made up of four (4) Management and four (4) Union-represented Employees. The LMTC will be used to make recommendations on how to resolve conflicts relating to

technical training, job proficiency, or classification advancement.

Any Employee may request an LMTC review. All requests must be made in writing to the Manager of Labor Relations and the Union.

If the LMTC's recommendation does not resolve the situation, the issue shall be forwarded to the Manager of Labor Relations and the Union Business Manager or their designee for resolution.

11.10 Trial Period for Instrument Control Electrician (ICE) and Hydro Operator/Relief Hydro Operator

- a) Qualified employees accepting a bid for Instrument Control Electrician (ICE) or Hydro Operator (Electrical or Mechanical)/ Relief Hydro Operator shall have up to a ninety (90)-day trial period, in which the employee or the Company has the opportunity to determine if he/she is suitable for the position.
- b) The Company will preserve the employee's previous position for a period of up to ninety (90) calendar days.
- c) The Company shall have the right to temporarily fill the vacated position.
- d) If the employee within the ninety (90)-day trial period elects to return to his/her previous position, the following procedure shall apply:

The bid position shall be offered to the next qualified bidder on the qualified bidder's list, and to the remainder of the qualified bidders until the position has been filled or until all qualified bidders have been offered the bid.

11.11 Substation and Relay Employees classified as Journey-Level Workers or third-year Apprentices (as of April 17, 1984) shall have equal bidding rights to the position of Combustion Turbine Technician.

11.12 Journey-Level Wiremen (who held that position on or before April 18, 1984) shall be eligible to bid on an equal classification group seniority basis with Combustion Turbine Journey Workers for bidding Combustion Turbine Technician positions. Previous Serviceman I-V seniority shall be included in the classification group seniority.

11.13 Twelve-Hour Shift Work Rules for Generation Facilities

a) Objective: By mutual agreement between the Company and the Union, shifts of twelve (12) hours may be established for 24/7 operating facilities. It is the intent of the Company and the Union to implement 12-Hour Shift Work Rules for use by the facilities' Employees assigned to work on a regular rotating shift.

b)

1) 12-Hour Work Schedules: Three (3) mutually agreed upon shift schedules are options to be used at plants based on the number of qualified employees and operational needs. These shift schedules remain in effect unless it is mutually agreed by the Union and the Company to change the selected shift schedule except as provided for in Section 11.13(b)(2).

2) Cancellation Clause: Either the Company or the Union may withdraw the twelve (12)-Hour Shift Schedule for all facilities and return to an eight (8)-hour shift schedule. A sixty (60)-day written notification must be submitted by the party who wants to return to an eight (8)-hour shift schedule. Any

threat to the safety of personnel or equipment shall be cause for immediate cancellation of the twelve (12)-Hour Shift Schedule.

c) **Work Schedules**

Schedule A: Schedule A is the schedule which is frequently referred to in the industry as a “modified Dupont 4/3-7” schedule.

In the event the Company determines that there is a need to utilize a nine (9) or more person shift rotation, the following shift schedules shall be used:

Schedule A-1 (Option for 9 or more person rotation)

In the instance where a qualified employee in the plant accepts a relief (R) shift assignment, Schedule A-1 shall be utilized.

The employee who accepts the relief shift “R” assignment will be regularly assigned to work Monday through Thursday, 0600 to 1800 on the first week of the pay period, and will work Monday through Wednesday, 0600 to 1800, on the second week of the pay period, per the Schedule A-1. With mutual agreement between the Company and the Union, the Monday to Wednesday period in the second week of the pay period as shown in Schedule A-1, may be changed to any three (3) days within Monday through Thursday. With five (5) days prior notice, the relief shift “R” employee may be assigned to cover the shifts of absent employees, including the night shift, Monday through Thursday. Overtime work rules for plant work requirements shall also be applicable to the relief shift “R” employee.

When no employee accepts the relief shift “R” assignment, then Schedule B applies.

Schedule B

Schedule B consists of a rotating sixty-three (63) day schedule. Each twelve (12) hour shift employee will be assigned to rotate through the schedule as shown in Schedule B.

Schedule B includes a relief assignment denoted with an "R". As shown in the schedule chart, when the "R" shift assignment falls in the first week of a pay period, the employee shall be assigned to work at least four (4), twelve (12)-hour shifts for that week. If the "R" shift assignment falls in the second week of a pay period, the employee shall be assigned to work at least three (3) twelve (12)-hour shifts. The employee designated to work the "R" shift assignment is utilized Monday through Thursday for covering the shifts of absent employees. The "R" shift assignment shall be 0600 to 1800. Overtime work rules for plan work requirements worked outside of the Monday through Thursday assignments shall apply to the employee who works the "R" shift assignment.

Changing an Employee's Shift:

Changes to an employee's shift assignment, without changing between Schedules A, A-1, or B, shall be made with five (5) days advance notice as provided for in Article 11.13(d)(3), Shift Schedules.

Changing between Schedules A, A-1 and B:

For each location covered by the provisions of Article 11.13, Twelve Hour Shift Work Rules for Generation Facilities, the Company will designate the following:

- 1) Whether Schedules A, A-1 or B is in use, and
- 2) The date the designated Schedule begins

(See Clarification of 12 Hour Shift Proposal dated April 29, 2013 as listed in the attached “Index of Exhibits and Letters of Agreement.”)

If operational needs require a change between Schedules A, A-1 or B, a minimum of five (5) days’ notice or the completion of the shift cycle, whichever is longer, shall be required before the schedule change occurs.

d) **Shift Schedules**

- 1) Shift and Pay Practices: For employees regularly working twelve (12)-hour rotating shifts, the workweek begins at 0000 Monday and ends 2359 the following Sunday.
- 2) Shift Start: Day shift begins at 0600, and night shift begins at 1800.
- 3) Changes of Shift: If changes must be made to the Employee’s 12-Hour Shift Schedule, notification of the revision shall be made five (5) calendar days prior to the effective date of the change unless it is mutually agreed upon by the affected Employees and their supervisors. No loss of hours worked shall result for the affected Employees involved in the shift change for the pay period.

Dupont Modified "4/3-7" Schedule A

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Team 1		N	N	N				D	D	D	D								N	N	N	N					D	D	D
Team 2					N	N	N	N				D	D	D		N	N	N				D	D	D	D				
Team 3	N				D	D	D		N	N	N				D	D	D	D								N	N	N	
Team 4	D	D	D	D								N	N	N	N				D	D	D		N	N	N				
Relief	The relief position may be rotated by operations personnel or filled by operations volunteers																												

SCHEDULE A-1																													
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
	P														P														
Team A		N	N	N				D	D	D	D								N	N	N	N					D	D	D
Team B					N	N	N	N				D	D	D		N	N	N				D	D	D	D				
Team C	N				D	D	D		N	N	N				D	D	D	D								N	N	N	
Team D	D	D	D	D								N	N	N	N				D	D	D		N	N	N				
Relief**	R	R	R	R				R	R	R					R	R	R	R						R	R	R			

SCHEDULE B																															
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
	P														P																
Qualified Employee(s)*	R	R	R	R								N	N	N	N				D	D	D		N	N	N		D	D	D		
Qualified Employee(s)*	D	D	D	D				R	R	R									N	N	N	N			D	D	D		N	N	N
Qualified Employee(s)*		N	N	N				D	D	D	D				R	R	R	R													
Qualified Employee(s)*	N				D	D	D		N	N	N				D	D	D	D				R	R	R							
Qualified Employee(s)*	D	D	D	D				N	N	N	N				D	D	D	D				D	D	D	D			R	R	R	
Qualified Employee(s)*		N	N	N				D	D	D	D								D	D	D		N	N	N		D	D	D		
Qualified Employee(s)*	N				D	D	D		N	N	N				D	D	D	D									N	N	N		
Qualified Employee(s)*					N	N	N	N				D	D	D		N	N	N				D	D	D	D						
Qualified Employee(s)*								N	N	N	N				D	D	D		N	N	N				D	D	D	D			
Qualified Employee(s)*	D	D	D		N	N	N				D	D	D	D		N	N	N				N	N	N	N		D	D	D		
Qualified Employee(s)*	N	N	N	N				D	D	D		N	N	N					D	D	D						N	N	N		
Qualified Employee(s)*				R	R	R									N	N	N	N				D	D	D		N	N	N			
Qualified Employee(s)*				D	D	D					R	R	R	R					N	N	N	N					D	D	D		
Qualified Employee(s)*	D	D	D		N	N	N				D	D	D	D					R	R	R						N	N	N		
Qualified Employee(s)*	N	N	N	N				D	D	D		N	N	N					D	D	D					R	R	R	R		

D	Day Shift
N	Night Shift
R	Relief
P	Pay Period Start

*Qualified Employee: An employee who has met plant qualifications and who holds one of the following classifications:

- CT Journey worker/EP Operator
- CT Foreman
- ICT Technician

Team: Team size assigned by Plant Management

**Schedule A-1 relief is defined as: Dual Qualified Employee. If there is more than one volunteer, classification seniority shall be the deciding factor.

e) Holidays

- 1) Employees assigned to work on the twelve (12)-Hour Shift Schedule will earn those Holidays as provided by Section 3.3. Employees assigned to work a twelve (12)-hour shift on a recognized Company Holiday will receive eight (8) hours of straight-time pay for the Holiday, in addition to the overtime rate for actual hours worked on the Holiday.
- 2) Personal Holidays: Personal Holidays will be administered according to Section 3.3(b). If an Employee is scheduled for a twelve (12)-hour shift and wishes to use his/her Personal Holiday of eight (8) hours, an Employee may elect to either take four (4) hours of PTO or four (4) hours of time without pay to complete the twelve (12)-hour shift.
- 3) Paid Time Off: One (1) day allotted for PTO equals eight (8) hours, per Section 3.4. When an Employee uses PTO in lieu of working a regularly scheduled work shift, the actual number of hours will be deducted from accrued PTO. For example, an employee scheduled for twelve (12)-hour shift using PTO will be charged twelve (12) hours of PTO.
- 4) Short Term Disability (STD): PTO used to satisfy the STD waiting period of three (3) days shall equal twenty-four (24) hours as it pertains to the twelve

(12)-hour shift. STD benefits will be based on an eight (8)-hour five (5)-day workweek. STD shall be administered in accordance with Section 3.5 of this Agreement.

f) Overtime

- 1) Overtime Pay: The overtime pay provisions, as specified in Section 2.4 will apply for hours worked outside a regularly scheduled twelve (12)-hour shift except as follows:
 - i. When an Employee works over forty (40) hours on their regularly scheduled shifts during the defined workweek, the Employee will receive one and one-half time (1½x) pay for those hours worked over forty (40) on their regularly scheduled work period. These one and one-half time (1½x) hours shall apply to the overtime hours ceiling as outlined in Collective Bargaining Agreement Section 2.4(b).
 - ii. Employees working 12-hour rotating shifts will be paid for actual time worked for shift change and will be paid in accordance with Section 2.4(a)(2).
 - iii. Facilities may use the “offered time” tracking. All “offered time” is recorded in the overtime tracking log book. Using the total time of worked and eligible “offered time” will give an Employee his/her total overtime and will place him/her on the overtime callout list as such. For an Employee to get “offered time” for tracking

purposes, the Employee must be eligible to work the overtime.

- 2) 18-Hour Limitation: Except for extreme emergency situations, there will be an eighteen (18)-hour work limitation for Employees assigned to work on the twelve (12)-Hour Shift Schedule. The Company will make every reasonable attempt to limit consecutive eighteen (18)-hour shifts.

- 3) Overtime Pool: Qualified Technicians will be placed in the overtime pool. Whenever overtime is involved to cover a shift, a qualified Employee of equal or higher classification at the same plant shall be used.

Qualified Employees can be used from other plants once the overtime pool is exhausted.

If such Employee is not available, then any qualified represented Employee may be used, provided the work can be done on a straight-time basis or after one (1) overtime shift followed by straight-time.

- g)
 - 1) Meals: Meal allowance will be as provided for in Section 2.5 of this Agreement. Those Employees scheduled to work overtime up to and including a twelve (12)-hour shift will be responsible to provide all of their own meals. A first meal allowance will be incurred at two (2) hours past the end of a regularly scheduled shift with additional meal times adjusted accordingly.

 - 2) Meal Allowance: Meal Allowances will be paid in

accordance with the Collective Bargaining Agreement to Employees who have not been given forty-eight (48) hours' notice to report to the facilities. Employees who have been given more than forty-eight (48) hours' notice are not eligible for meal allowances.

- h) Thermal Resources employees in the following job classifications are not required to hold and maintain a valid Commercial Driver's License:
- i. Combustion Turbine Foreman;
 - ii. Combustion Turbine Operator;
 - iii. Combustion Turbine Journeyworker;
 - iv. Instrumentation Controls & Electrical (ICE) Technician;
 - v. Energy Production Helper; and
 - vi. Apprentice Combustion Turbine Journeyworker

Thermal Resources employees in the above listed classifications still shall be subject to the provisions of the Company's Substance Abuse Policy CPM #04 including reasonable suspicion and random drug and alcohol testing.

Thermal Resources employees in the above job classifications, while not covered by U.S. Department of Transportation (US DOT), Reg. 49, Part 382, will still be subject to all its provisions and testing protocols for random drug and alcohol testing as well as the Company's DOT Substance Abuse Plan.

Future changes to US DOT, Reg. 49, Part 382 required by State or Federal law or regulations will be adopted and such changes will not be subject to mandatory bargaining. The Company shall notify the Union at least thirty (30) days in advance of any such changes. Employees in Thermal Resources in the classifications listed above shall be subject to the drug and alcohol testing procedures and protocols on the same basis as those employees who are otherwise tested under the provisions of US DOT Reg. 49, Part 382.

- 11.14** In awarding Combustion Turbine Foreman and Hydro Foreman jobs, the Company will select the bidder per Article 2.23.

ARTICLE XII Apprenticeship Rules

- 12.1** Except where expressly otherwise provided, the following apprenticeship rules shall apply to all Apprentices.
- 12.2** All apprenticeships shall be four (4) years, except Meter, which shall be three (3) years. Specific apprenticeship time periods may be changed in accordance with Washington State Apprenticeship and Training Council and PSE Joint Apprenticeship Training Committee (JATC) requirements. To ensure compliance with requirements of this section, issues will be addressed by the JATC.
- 12.3** All Apprentices shall start as first period Apprentices. Each period shall be of six (6) months' duration unless the Apprentice has at least one (1) year or two thousand (2,000) hours of previous experience as a Helper, Meter Tester, Customer Service Field Lead, or Customer Field Representative and successfully challenges the first year modules (2 periods); after successfully challenging, they

may move into the second year (or third period) of the apprenticeship, subject to approval by the JATC. Employees who have acquired relevant experience during service in the U.S. Military may also challenge modules as appropriate, subject to the approval of the JATC.

12.4 An Apprentice indentured in the apprenticeship program shall not be removed in favor of a new Apprentice until the indentured Apprentice has completed all apprenticeship requirements. During the period of the apprenticeship, the Apprentice position cannot be replaced by a Journey-Level Worker position. An Apprentice is subject to administrative/disciplinary procedures in accordance with JATC requirements.

12.5 After completion of the final period of apprenticeship and successfully passing the IBEW Local 77 Journey-Level examination, an Apprentice must bid on the first Journey-Level vacancy posted within their craft, regardless of location. If an eligible bidder does not accept the vacancy, then the position will be awarded to the least senior eligible Apprentice. If no Journey-Level vacancy is posted within sixty (60) days of completing their apprenticeship, the Apprentice will receive the Journey-Level rate of pay for work performed, PTO, and Holidays; however, the Apprentice must comply with the bidding requirements of this Section. Apprentices who are required to accept a Journey-Level bid more than thirty-five (35) miles from their assigned headquarters will be eligible to receive a one-time Five Thousand Dollar (\$5,000) relocation allowance, grossed up for taxes. In order to receive the relocation allowance, the Employee must move closer to the new headquarters location within six (6) months of accepting the bid and provide documentation of the move. If the Employee leaves the Company within twelve (12) months

of receiving the relocation allowance, the Employee must repay the allowance in full.

12.6 When an Apprentice enters the final period of apprenticeship, the Apprentice may be used as a relief Journey-Level Worker in the absence of a regular Journey-Level Worker, but only while working as a Journey-Level Worker shall the Apprentice be paid the Journey-Level Worker rate of pay. The Journey-Level Worker rate shall not apply to PTO and Holidays.

12.7 Apprentices shall not work on energized lines or equipment of 600 volts or over until the fourth period of apprenticeship for Meter and the sixth period of apprenticeship for Energy Production and Substation and then only when accompanied by a Journey-Level Worker.

12.8 An Apprentice shall not be used to perform the regular duties of an Equipment Operator or Helper except in case of training or emergency, such as storm trouble. This is not intended to prohibit Apprentices from operating equipment.

12.9 Apprentice Ratios

There shall not be more than one (1) Apprentice to every one (1) Journey-Level Employee, provided that every headquarters may have at least one (1) Apprentice. An Apprentice shall work under the direct supervision of a Journey-Level Worker.

12.10 A minimum of one hundred forty-four (144) hours of an established apprentice program or approved outside class work as specified by the JATC will be required each year.

12.11 For purposes of training, Apprentices may be assigned to other headquarters within thirty-five (35) miles. The

assignment shall be at no additional cost to the Company and Apprentices shall travel on their own time.

12.12 When an Apprentice completes the final period of the apprenticeship program, including passing of the Journey-Level Worker examination, the Apprentice will receive six (6) months' seniority as a Journey-Level Worker and will continue to accrue seniority in the Journey-Level Worker classification. The Apprentice during this period is subject to layoff in the Journey-Level Worker classification in accordance with Section 2.26.

12.13 Apprentice Selection Process

All Apprentice position openings are subject to the bidding procedures in Sections 2.20, 2.21, and 2.22.

Bids shall be awarded in the following order to Employees who have met the JATC entrance requirements:

- a) Length of service in the craft classification, provided that two (2) of the last five (5) years are in the classification of the bid. If a bidder is away for more than five (5) years from the craft for which the bid is open, in order to regain the previous classification seniority, the bidder must return to the original craft group for a period of at least six (6) months.
- b) Length of service in Pathway to Apprenticeship positions as defined below.
- c) Length of service in other regular IBEW positions within the Company, provided that the bidder meets the JATC entrance requirements.
- d) If there are no successful bidders, the Company shall select from the JATC qualified entrance pool according to the JATC's standard process.

After completion of the Pathway to Apprenticeship preparation, including successfully passing the basic electricity test, an Employee in a Pathway to Apprenticeship position must bid on the first apprenticeship vacancy posted within their craft, regardless of location. If an eligible bidder does not accept the vacancy, then the position will be awarded to the least senior eligible Pathway to Apprenticeship position Employee.

12.14 Pathway to Apprenticeship Positions

It is in the mutual interest of the Company and the Union to have a highly skilled workforce. In order to prepare Employees to be successful as Apprentices, Apprentice candidates will typically work first in a Pathway to Apprenticeship position. Pathway to Apprenticeship positions consist of the following classifications: Helper-Wire, Helper-Combustion Turbine, Helper-Hydro, Meter Tester, and Customer Field Representative. Training is provided to prepare Employees to effectively perform as Apprentices and as future Journey-Level Employees. It is expected that Employees selected into Pathway to Apprenticeship positions shall progress through apprenticeship preparation requirements as determined for each craft. Apprenticeship preparation requirements shall be administered by each craft's LMTC. If an Employee does not satisfactorily progress through the preparation requirements, the Employee shall be subject to termination.

12.15 Apprentice—Meter

- a) Bids for Apprentice-Meter shall be awarded based on seniority as outlined in Section 12.12 as follows:
 - 1) Length of service in Meter Tester classification;
 - 2) Length of service in Customer Field Representative classifications including Customer Service Field Lead time;
 - 3) Length of service in other Pathway to Apprenticeship

- positions, and
- 4) Length of service in other regular IBEW positions within the Company provided that the bidder meets the JATC entrance requirements.
- b) Qualified third and fourth period Apprentice Metermen working unassisted may install and perform routine testing of self-contained, single-phase meters (two- and three-wire) up to fifty (50) ampere capacity and on such meters when used in single-phase installations.
 - c) The order in which such Apprentice Metermen are assigned to the work shall be governed by mutual agreement between the Company and the Union. Apprentice Metermen working under the supervision of a Meter Journey-Level Worker in the shop may test all classes of meters.

12.16 Apprentice—Wire

Bids for Apprentice-Wire shall be awarded based on seniority as outlined in Section 12.12 as follows:

- a) Length of service in Helper-Wire classification;
- b) Length of service in other Pathway to Apprenticeship positions, and
- c) Length of service in other regular IBEW positions within the Company provided that the bidder meets the JATC entrance requirements.

12.17 Apprentice—Combustion Turbine

Bids for Apprentice-Combustion Turbine shall be awarded based on seniority as outlined in Section 12.12 as follows:

- a) Length of service in Helper-Combustion Turbine classification;
- b) Length of service in Helper-Hydro classification;
- c) Length of service in other Pathway to Apprenticeship positions; and

- d) Length of service in other regular IBEW positions within the Company provided that the bidder meets the JATC entrance requirements.

12.18 Apprentice—Hydro Electrician and Hydro Mechanic

Bids for Apprentice-Hydro Electrician and Apprentice-Hydro Mechanic shall be awarded based on seniority as outlined in Section 12.12 as follows:

- a) Length of service in Helper-Hydro classification;
- b) Length of service in Helper-Combustion Turbine classification;
- c) Length of service in other Pathway to Apprenticeship positions; and
- d) Length of service in other regular IBEW positions within the Company provided that the bidder meets the JATC entrance requirements.

12.19 Apprentice—Line

Bids for Apprentice-Line shall be awarded based on seniority as outlined in Section 12.12 as follows:

- a) Length of service in Helper-Line classification;
- b) Length of service in other Pathway to Apprenticeship positions; and
- c) Length of service in other regular IBEW positions within the Company provided that the bidder meets the JATC entrance requirements.

ARTICLE XIII

Working Rules for B-Group Employees

13.1 These rules shall apply to all Employees listed in Article 15, Schedule B.

13.2 Employees temporarily assigned to higher classifications, shall receive not less than one dollar and seventy-five cents (\$1.75) per hour in addition to their regular rate of pay, or the bid rate of the higher

classification, whichever is greater, for actual time worked. Employees designated as multi-lingual agents shall receive one dollar and seventy-five cents (\$1.75) per hour in addition to their regular rate of pay for actual time worked.

13.3 Step Rates

Advancement through step rates shall be automatic at the end of each 6-month period, unless the Employee receives a negative performance evaluation.

13.4 Evaluations

An Employee will receive an evaluation every six (6) months, or annually if they are at the top step of their classification. If an Employee is on STD, Leave Without Pay, PTO, or is working on limited duty for half or more of the time during an evaluation period, the evaluation period shall be extended for the equivalent amount of time the Employee was absent from his/her position. This extension would postpone the completion of a performance appraisal and the receipt of a step increase, if appropriate, until such time as stated above. In addition, the following evaluation time period would begin from the date the evaluation is completed.

13.5 Negative Job Evaluation

The Employee's evaluation shall be based on the Employee's job performance and meeting the job specifications. If an Employee receives a negative job evaluation, the Employee shall not advance to the next step rate for a period of six (6) months, at which time another evaluation must be made. If an Employee is at the top step, another evaluation must be made in six (6) months. If an

Employee receives two (2) negative evaluations in succession, the Employee may be subject to termination.

13.6 Negative Review Committee

Any Employee receiving a negative job evaluation may request a Negative Review Committee hearing. All requests must be made in writing to the Manager of Labor Relations and the Union within fifteen (15) days of receiving the negative job evaluation.

The Negative Review Committee shall be made up of three (3) Management and three (3) Union-represented Employees.

If the Negative Review Committee reverses the negative evaluation, the Employee shall receive the step rate retroactive to the date of qualification.

If the Negative Review Committee cannot reach a majority decision on what action should be taken, the issue shall be forwarded to the Union's Business Representative and the Manager of Labor Relations for resolution.

13.7 Joint Evaluation Committee

A Joint Evaluation Committee shall be used to evaluate and recommend the internal and external relationships of existing jobs and to evaluate grade levels for new positions or changes in position requirements and responsibilities.

The Joint Evaluation Committee shall be made up of three (3) Management and three (3) Union-represented Employees. Positions shall be submitted to the Joint Evaluation Committee for evaluation. The Committee shall recommend a grade level. If either the Company or the Union disagree with the recommended level or the Joint

Evaluation Committee cannot reach an agreement, the Company and Union will negotiate the grade level.

If the Company and the Union reach a deadlock, the Company reserves the right to implement its proposed grade level and the Union reserves the right to arbitrate that pay-level rate. The Company's intent to implement must be given in writing fifteen (15) days before such implementation, and the Union's intent to arbitrate must be given in writing within fifteen (15) days after implementation. The arbitrator's decision shall be final, binding, and retroactive.

13.8 Bidding and Transfer Procedures

- a) Any Employee who successfully bids or transfers to a higher or equal position within the Employee's current classification group shall transfer to the closest step rate for the new position which is equal to or higher than the step rate held in the previous classification. Determination of the step rate held in the previous classification shall be as though they were being paid at the rate shown in Section 15.3, Schedule B. Actual wage rates will be paid in accordance with Section 13.9 of this Agreement.

- b) Any Employee who successfully bids or transfers to a higher grade position in another classification group shall transfer at the beginning step rate of the classification bid, but shall not have their pay reduced as a result of the transfer.

- c) Any Employee who successfully bids or transfers to an equal grade position in another classification group will be given credit for their time with the Company in their wage step as follows:

<u>Experience</u>	<u>Wage Level</u>
Fewer than 6 months	Step One
6 months but fewer than 12 months	Step Two
12 months but fewer than 18 months	Step Three
18 months or more	Step Four, if applicable

However, their pay shall not be reduced as a result of the bid or transfer.

- d) Any Employee with twelve (12) or more months with the Company who successfully bids or transfers to a lower classification shall transfer at the third period step rate, and shall be paid at that rate. However, if the Employee has held the lower classification within the last two (2) years, they shall transfer at the highest step at which they received a positive evaluation while in that classification, and shall be paid at that rate.
- e) No successful bidder shall be transferred into the seventh period step rate except when (d) applies. All Employees must have six (6) months in Step Six before moving to the higher step rate in any classification.
- f) An Employee with twelve (12) or more months with the Company will be considered for transfer to an entry-level classification.
- g) If there are no bidders who possess all the qualifications required for a bid, the Company may, at its discretion, fill the position with the most qualified person from internal and external applicants.
- h) Additional Bidding Rules for positions Grade 9 and above:
 - 1) In accordance with Section 2.21, every Employee covered by this agreement has a right to bid.

- 2) Once the Grade 9 or above position bid list has been compiled, it will be reviewed by PSE Labor Relations and the IBEW Local 77 for accuracy. After the bid list has been reviewed and agreed to, it will be submitted to the hiring manager to start the selection process.

Interview/Job Disqualifiers:

- Negative PA Rating:
Receiving a negative performance appraisal within six (6) months of the closing of the Grade 9 or above bid, unless the negative performance was reversed by a Negative Review Committee per Section 13.6.

- Documented Discipline:
Receiving two (2) written disciplinary actions within the last six (6) months of the bid closure.

Human Resources and the Staffing Department shall be responsible for notifying the Employee in writing of their ineligibility to participate in the selection process. The Union shall also be notified in writing.

- 3) In general, all interviews shall be conducted in person unless a reasonable accommodation is requested by the Employee and it is determined by the Leaves and Accommodation Department that the request is reasonable. The interview panel shall consist of two (2) representatives of Management and two (2) Union-represented Employees appointed by the IBEW Local 77 Business Office.

- 4) If an individual is medically precluded from performing the essential functions of the job in question on an ongoing basis (restrictions that are

permanent or of an undetermined duration) they will be deemed not qualified and will not be granted an interview.

- 5) If accommodations for disabilities are reasonable, an Employee on a protected leave status may be able to participate in the selection process. A determination will be made on a case-by-case basis. The Leaves and Accommodation Department shall be responsible for assessing each case and will determine if the request is reasonable. They are also responsible for communicating the determination to the impacted Employee, Management, and the Union.
- 6) If there is an intent to proceed with an interview but it is unclear that the interviewee is medically able to participate, the Company reserves the right to require a release from an approved medical provider specifically allowing the Employee to participate in the interview process. The release is to be provided to the Leaves and Accommodations Department.
- 7) A selection matrix shall be used for any Grade 9 or above job, however the weightings may vary based on the type of job and/or department (e.g., lead positions vs. CSR II jobs).
- 8) Applicants shall be broken down into three (3) categories based on their interview results: ninety percent (90%) and above, eighty to eighty-nine point nine percent (80-89.9%), and below eighty percent (80%).

- 9) Classification Seniority will be used for the first tie breaker. If a second tie breaker is needed, Group Seniority will be used unless there are no Employees who hold Classification Seniority.

The final selection matrix will be reviewed by Management and the Union prior to extending an offer to the Employee.

13.9 Reclassification Upgrades

B-Group Employees who receive upgrades as a result of reclassification to a new job will be moved to the step within their new grade level which is equal to or greater than the rate of their current step. Advancement through the pay steps shall be in accordance with Section 13.4; however, Employees at the top step of a pay grade who as a result of the upgrade of their job classification advance to a lower step in a higher grade shall continue with annual performance reviews with pay step increases in accordance with Section 13.4.

In cases where a B-Group Employee is paid at a rate higher than the rate of pay of the Employee's classification wage step shown in Section 15.3, Schedule B, such Employee shall retain the higher rate until the wage rate for the appropriate grade and step exceeds the Employee's rate, at which time the Employee shall receive the higher of the two rates, except when bidding or transferring to a lower B-Group classification, in which case the provisions of Section 13.8(d) shall apply.

13.10 Paid Time Off - Scheduling

The PTO year will be January 1 to December 31 for all Customer Service Employees in the Customer Access Center, Corporate Billing, Payment Processing, Vendor Collections, Low Income and Customer Construction. A list

of available slots for each group will be provided to the IBEW Business Office. CSRs working in Community Offices will participate in a bid process separate from those CSRs assigned to the Bothell location. Community Offices include Bellingham, Ellensburg, Oak Harbor, Olympia, South Whidbey and Vashon offices. The start date for bidding PTO for the following year will be November 1 and will conclude no later than December 15 of each year. The methods and processes for scheduling will be as follows:

- a) Round One: Employees will schedule individual vacation days equal to a full work week. (Four (4) 10-hour days for those working a 4x10 schedule or five (5) 8-hour days for those working a 5x8 schedule).
 - 1) Employees with ten (10) years or more of company seniority can block out three (3) weeks.
 - 2) Employees with fewer than ten (10) years of company seniority can block out two (2) weeks.

- b) Round Two: Employees choosing a date in Round One that includes a Company Holiday (i.e. signing up for only a three or four day block instead of a five day block) must select another time slot for the remaining days. Any employee will be able to eliminate days they do not want.

At the end of Round Two and prior to Round Three, those names on the waiting list will be automatically moved to the schedule if a slot becomes available. If a slot is not available, they will be given the opportunity to remain on the wait list or reschedule those days during Round Three.

Round Three: Employees may Schedule all remaining time in order of company seniority.

At the end of each round, Employees will receive confirmation and status of selected dates off.

All requests will be approved as individual dates.

Extenuating circumstances will be considered if the Employee's allotment or the schedule does not cover previously committed events (i.e. airline reservations, extended travel, etc.). These will be handled on a case-by-case basis, with Management having the final decision.

Employees on STD, PTO or any Company approved leave shall have the option of providing written requests directly to their supervisor for inclusion in the bid process.

Wait-listed employees will be notified within twenty-four (24) hours if any scheduled PTO has been approved.

More slots in July and August, as well as additional Friday slots, may be added for both core and non-core groups.

13.11 Attendance Standard for Customer Care and Customer Solutions Departments

- a) All employees are expected to be at work on time each day they are scheduled to work.
- b) Employees are expected to work their shift schedule and follow proper absence notification procedures established by their department.
- c) Employees are expected to be at their workstations and prepared to log in at the start of their shift, including the conclusion of their breaks and/or lunch period.

- d) Late: Reporting to work and returning from break and lunch periods in a timely manner is of the utmost importance to the operational efficiencies of the organization.
- 1) Late is defined as being late to work and/or late returning from break and/or lunch periods.
 - 2) If an employee is one minute late for the start of their shift, they are late.
 - 3) If an employee is one minute late from their scheduled break or lunch period, they are late.
 - 4) If an employee is late for over half their shift, it will be categorized as an absence occurrence.
- e) Exclusions: The following will not be considered an occurrence of absence if the proper notification/call-in procedures are followed. Each employee is expected to check with management for specific departmental requirements:
- 1) Protected Absences: Absences protected by a leave or disability law, which have been medically certified and documented, in accordance with the Leaves Department reporting requirements.
 - 2) Approved Time Off: Time off, including Paid Time Off and Personal Leave of Absence, which is approved through workforce management and/or the department Supervisor.
- f) Occurrence: An occurrence is an unscheduled and unapproved absence or time away from work that is unplanned and unprotected by a leave or disability law.
- g) Tracking Occurrences: An occurrence can be a single instance of absence or consecutive days of absence as illustrated in the chart below.

- h) Attendance Thresholds: Thresholds are calculated based on a rolling twelve (12) month period.

The following thresholds were based on a review of historical data within the Customer Care and Customer Solutions Departments:

Unplanned and Unexcused Absences	
After Probation	6 Occurrences/ 8 Days
Late	
After Probation	6 Occurrences

Article 14, Grievance and Arbitration Procedures, shall be followed for all disciplines and terminations if the employee so chooses.

13.12 Working Rules for Customer Access Center Employees

a) **At Home Agents (AHA)**

- 1) Selected At Home agents will report on-site at their residence and are otherwise covered by all the terms and conditions of the Collective Bargaining Agreement and the signed AHA agreement, except travel time.

- 2) At Home Agents shall have a space designated at their residence to perform daily Company job functions.

- 3) Employees agree to participate in the At Home

until the next annual shift bid process.

- b) Seasonal Shift: Based on operational needs, the Company may offer temporary shift changes to a select number of CSRs, CSRs II, and Leads:
- 1) Employees may elect to change from a full-time employee to a part-time employee for the period offered by the Company.
 - 2) Selection will be based on seniority.
 - 3) Employees will continue to maintain their existing benefit level.
 - 4) Seniority will be prorated for the period the Employee works part-time.
- c) Extended Mid-Day Break: Based on operational needs, the Company may offer a select number of CSR Is, CSR IIs, and Leads work on a shift as follows:
- 1) One (1) day per week, each selected agent will work a shift with an extended mid-day break. Four (4) hours of work will be scheduled in the morning, followed by a three (3)-hour break, and four (4) hours of work will be scheduled in the afternoon.
 - 2) Hours worked after the three (3)-hour break will be paid at the straight-time rate plus the shift differential as provided for in Section 2.2(g).

ARTICLE XIV

Grievance and Arbitration Procedures

14.1 The parties agree to the following procedure as the exclusive means for resolving grievances which arise during the term of this Agreement. A grievance is defined as a claim by an Employee covered by the Agreement, or by the Union, that the Company has violated an express provision of this Agreement or an existing working condition covered by the terms of this Agreement which shall include such matters as alleged discriminatory or arbitrary discharge, discipline, or demotion of an individual. Any claim which does not involve an alleged violation of an express provision of this Agreement shall not be subject to this procedure.

14.2 Grievance Procedure

Step One: The grievance shall first be presented orally by the Employee and/or the Shop Steward to the immediate supervisor within twenty-one (21) calendar days of the alleged violation. Every effort will be made to resolve the grievance at this step.

Step Two: If resolution is not reached through Step One, the grievance will be reduced to writing, stating the facts upon which it is based, the specific sections of the Agreement alleged to have been violated, and the remedy sought. The written grievance must be submitted by the Union to a representative of the Labor Relations Department within twenty-one (21) calendar days of Step One. The Company shall provide a written response to the grievance within twenty-one (21) calendar days after the written grievance is received.

Step Three: If resolution is not reached at Step Two, the Union shall request a meeting of the parties in which any new information may be shared and considered for the purpose of achieving resolution. The request to meet shall be made in writing to the Labor Relations Manager within fourteen (14) calendar days of receipt of the Company's

written response. A date for this meeting shall be agreed upon by the parties within the fourteen (14) calendar days after the Company receives the Union's written request to the Company. It is the intent of the parties that this meeting shall take place as soon thereafter as practicable. This meeting will be attended by the Labor Relations Manager, not more than three (3) additional Company representatives, the Union's Business Manager or designee, and not more than three (3) additional Union representatives.

14.3

- a) The processing of the grievance shall follow the steps in the order written in Section 14.2; provided, however, by mutual agreement of the parties, any of the above steps may be skipped to expedite the process to resolution.
- b) The parties agree that grievances regarding discharge, discipline, or demotion shall be given priority over other grievances in scheduling grievance meetings and arbitration hearings.
- c) If the Employee, Union, or the Company fails to meet the allotted time limits in Steps One, Two, or Three that party forfeits the grievance. Any time limits stipulated in the grievance procedure may be extended for up to ten (10) calendar days with a written notification to the other party.
- d) In no event will any monetary liability be retroactive to a point in time greater than that specified in Section 2.11 of this Agreement.

14.4 Arbitration Process

- a) Demand for Arbitration: If resolution is not reached by Step Three and the Union desires to submit the grievance to arbitration, the Union must deliver to the Manager of Labor Relations a written demand for arbitration within thirty (30) calendar days after the meeting above. The Union's written demand for arbitration must identify the grievance to be arbitrated, the question or questions at issue, and the remedy sought. The Union may not submit any question to arbitration that was not raised in Step Two.

- b) Arbitrator Selection: Within fourteen (14) calendar days of the Company's receipt of a proper and timely demand for arbitration, representatives of the Union and the Company shall begin the selection process of an arbitrator. If the parties cannot agree upon an arbitrator, they will jointly request that the Federal Mediation and Conciliation Service or the American Arbitration Association submit a list of seven (7) arbitrators from the states of Washington and Oregon. Either party may reject the entire list and request that a new list be submitted. The parties shall alternately strike names from the list until one name remains who shall be selected as the arbitrator to hear the grievance under the rules set forth below.

14.5 Rules of Arbitration

There may be differences of opinion as to the interpretation of this Agreement, and it is the desire of the parties hereto to have these adjusted as quickly and efficiently as possible. To this end, the following rules of arbitration shall apply:

- a) The arbitrator shall have no power to render a decision that adds to, subtracts from, alters, changes, or modifies the provisions of this Agreement, or to impose any obligation or restraint upon the Company which is not expressly provided by this Agreement. The arbitrator's

authority shall be limited to interpretation of the express provisions of this Agreement and all other issues shall be beyond the arbitrator's authority.

- b) The decision of the arbitrator shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator, and shall, if within the arbitrator's authority, be final, conclusive, and binding upon the Company, the Union, and the Employees involved.
- c) The cost of the arbitrator shall be borne equally by the Company and the Union, and each party shall bear the costs of representing its own case, including time lost from work by their respective representatives and witnesses.

14.6 Notwithstanding any of the foregoing, the following matters shall not be arbitrable: Any grievance which is not properly submitted or processed in accordance with the requirements set forth in Sections 14.2, 14.3, or 14.4; any claim which does not allege a violation of an express provision of this Agreement or an existing working condition covered by the terms of this Agreement; and any claim which arises after the expiration of this Agreement.

ARTICLE XV

Wage Schedules and Job Classifications

15.1 The wage rates set forth in Section 15.3, Schedules A & B, shall be effective on the first day of the month in which the Union presents the proposal to its members for vote, provided that the vote results in ratification. The effective date of wage rates set forth in Section 15.3 shall apply even if ratification occurs during the month subsequent to presentation for vote. Once ratified, the wage and salary schedules shall apply through March 31, 2020 for Employees covered by this Agreement. Wage rates in each year shall be as set forth in Section 15.3, Schedules A & B included herein and made a part hereof.

The wages and salaries set forth in Schedules A & B are minimum rates and nothing contained herein shall prohibit the Company from paying higher rates. No adjustment in individual cases shall be made without notifying the Union.

General Wage Increase:

As Provided Above:	6.00%
January 1, 2019:	3.00%

Labor/Management Committees will be convened to discuss job design, wages, performance management and evaluations in the Customer Service classifications.

A Labor/Management Committee will be convened to discuss and revise the Hydro Operator (Automatic Plants) job description. Discussions will address response time

requirements and employee time management relevant to Article 11.6.

A Labor/Management Committee will be convened to review the job description for and discuss creating a pathway to the Sr. Operating Support Specialist positions.

A Labor/Management Committee will be convened to discuss pay rates and the creation of training criteria for the Lead Meter Technician, Meter Technician, and Meter Technician Trainee positions.

A Labor/Management Committee will be convened to discuss pay rates and the creation of job descriptions for the Performance Billing and Revenue Protection positions.

A Labor/Management Committee will be convened to discuss roles and responsibilities and pay upgrades of an electrical lead worker and the requirements of the WAC.

The Union and the Company agree that for six (6) years or for two (2) successive negotiations cycles from December 11th, 2014, whichever is greater, there will be no discussion of changes to pension or investment plans unless the Union and the Company mutually agree to enter into such discussions.

Temporary assignment to non-represented positions will be paid in accordance with the published Company policy. The Company will submit a list of Employees receiving this temporary pay on a monthly basis.

The Company shall make a onetime payment of One Thousand Two Hundred dollars (\$1,200.00) to each employee who worked in a covered classification at the time of ratification of this agreement.

15.2

- a) Employees moving from B-Group positions to A-Group entry-level positions or from one A-Group entry-level position to another will be given credit for their time with the Company in their wage step levels as follows:

<u>Experience</u>	<u>Wage Step Level</u>
Fewer than 6 months	Step One
6 months but fewer than 12 months	Step Two
12 months but fewer than 18 months	Step Three
18 months or more	Step Four, if applicable

This experience credit does not apply to Warehouse positions.

- b) Employees moving from A-Group positions to B-Group entry-level positions will be given credit for their time with the Company in their wage step levels as follows:

<u>Experience</u>	<u>Wage Step Level</u>
Fewer than 12 months	Step One
12 months or more	Step Three

15.3

- a) Helper, Meter Tester, and Customer Field Representative classifications shall be considered Pathway to Apprenticeship positions.

Employees in Helper positions will be expected to progress through training manual requirements (Helper Task Manual) as well as Apprentice preparation requirements as outlined in this Section.

Employees in Meter Pathway to Apprenticeship positions will be expected to progress through training requirements as outlined in Article VIII as well as Apprentice preparation requirements as outlined in this Section.

The LMTC for each craft may review the qualifications and experience of new Employees subject to this Section and recommend advancement of those Employees with relevant experience to the appropriate level up to the fourth 6-month pay step upon approval by the Company.

- b) Employees transferring into Helper-Line or Wire positions in accordance with Section 15.2 will progress to higher wage steps in accordance with time requirements and upon meeting qualifications and training requirements set by the LMTC. Such advancement will be recommended by the local training committee and approved by the Company.
- c) Helpers having more than one (1) year as a Helper in a craft group may bid to another Helper classification upon satisfactory completion of the requirements of the LMTC which has overseen his/her training. A Helper transferring to a different Helper classification must complete any additional tasks required in the new craft within six (6) months. All tasks which are identified as specific to the new craft must be completed prior to step increases. Once the tasks are completed and signed off by the LMTC, the Helper may request the Top Step Helper test; upon successful completion of the test, the Helper will be advanced to Top Step Helper.
- d) Customer Field Representatives having more than one (1) year of service in the Customer Field Representative classification may bid to a Helper classification upon satisfactory completion of the requirements of the Meter LMTC. The LMTC of the craft group to which the Employee has bid shall design an appropriate Pathway to Apprenticeship training program for the Employee.

- e) Helpers having more than one (1) year of service in the Helper classification may bid to a Customer Field Representative classification upon satisfactory completion of the requirements of the craft's LMTC. The Meter LMTC shall design an appropriate Pathway to Apprenticeship training program for the Employee.
- f) Once the required tasks are completed and signed-off by the LMTC, but not sooner than twelve (12) months, the Employee may request the Top Step Helper test and upon successful completion of the test be advanced to Top Step Helper pay.

SCHEDULE A A-GROUP JOB CLASSIFICATION WAGES

Wage Chart Key:

- * non bid position
- e entry-level, non bid position
- e/b entry-level if no bidder(s) with one year classification seniority
- # if line employees are re-established

Classification Title	% of Journey Rate	Current	Wage Rate See 15.1	Wage Rate 01/01/2019			
Increase			6.00%	3.00%			

ELECTRIC FIRST RESPONSE

Svc Lineman I		\$46.70	\$49.50	\$50.99			
Svc Lineman II		\$48.53	\$51.44	\$52.98			

SUBSTATION AND RELAY

*Heavy Wire Crew Foreman		\$52.75	\$55.92	\$57.60			
Shuffleton Shop/Yard Foreman		\$52.75	\$55.92	\$57.60			
Wire Foreman		\$51.57	\$54.66	\$56.30			
*Lead Wireman		\$47.64	\$50.50	\$52.02			
Wireman		\$45.36	\$48.08	\$49.52			
Substation Inspector		\$48.53	\$51.44	\$52.98			
Equipment Operator Wire		\$36.58	\$38.77	\$39.93			
e/b PTA/Wire Helper							
1st 6 months		\$15.69	\$16.63	\$17.13			
2nd 6 months		\$18.79	\$19.92	\$20.52			
3rd 6 months		\$21.97	\$23.29	\$23.99			
4th 6 months		\$25.10	\$26.61	\$27.41			
5th 6 months		\$28.22	\$29.91	\$30.81			
6th 6 months		\$29.79	\$31.58	\$32.53			
after 3 Years		\$31.35	\$33.23	\$34.23			

e/b Apprentice Wireman							
1st 6 months	75%	\$34.02	\$36.06	\$37.14			
2nd 6 months	78%	\$35.39	\$37.51	\$38.64			
3rd 6 months	80%	\$36.29	\$38.47	\$39.62			
4th 6 months	83%	\$37.65	\$39.91	\$41.11			
5th 6 months	85%	\$38.55	\$40.86	\$42.09			
6th 6 months	87%	\$39.47	\$41.84	\$43.10			
7th 6 months	90%	\$40.84	\$43.29	\$44.59			
8th 6 months	92%	\$41.74	\$44.24	\$45.57			

Shuffleton Equip & Tools Spec		\$36.58	\$38.77	\$39.93			
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Classification Title	% of Journey Rate	Current	Wage Rate See 15.1	Wage Rate 01/01/2019			
Relay Technician Trainee I		\$47.28	\$50.12	\$51.62			
Relay Technician Trainee II		\$49.10	\$52.05	\$53.61			
Relay Technician Trainee III		\$50.91	\$53.96	\$55.58			
Relay Technician Trainee IV		\$52.73	\$55.89	\$57.57			
Relay Technician		\$54.54	\$57.81	\$59.54			
Lead Relay Technician		\$59.53	\$63.10	\$64.99			

METER EMPLOYEES

Lead Meter Technician		\$52.17	\$55.30	\$56.96			
Meter Foreman		\$51.46	\$54.55	\$56.19			
Advanced Metering Specialist		\$51.46	\$54.55	\$56.19			
Meter Technician		\$48.51	\$51.42	\$52.96			
Meter Technician Trainee II		\$47.63	\$50.49	\$52.00			
Meter Technician Trainee I		\$46.27	\$49.05	\$50.52			
Journeyman Meterman		\$45.36	\$48.08	\$49.52			
Protective Equipment Tester		\$45.36	\$48.08	\$49.52			
e/b Apprentice Meterman							
1st 6 months	75%	\$34.02	\$36.06	\$37.14			
2nd 6 months	78%	\$35.39	\$37.51	\$38.64			
3rd 6 months	81%	\$36.74	\$38.94	\$40.11			
4th 6 months	84%	\$38.11	\$40.40	\$41.61			
5th 6 months	88%	\$39.92	\$42.32	\$43.59			
6th 6 months	92%	\$41.74	\$44.24	\$45.57			
Meter Tester I		\$29.07	\$30.81	\$31.73			
Meter Tester II		\$36.07	\$38.23	\$39.38			
e/b Helper Meter-Transformer							
1st 6 months		\$15.93	\$16.89	\$17.40			
2nd 6 months		\$18.22	\$19.31	\$19.89			
3rd 6 months		\$21.39	\$22.67	\$23.35			
4th 6 months		\$25.13	\$26.64	\$27.44			
After 2 Years		\$29.35	\$31.11	\$32.04			

Head Transformer		\$38.81	\$41.14	\$42.37			
Transformer		\$33.27	\$35.27	\$36.33			

Customer Service Field Lead		\$38.44	\$40.75	\$41.97			
Customer Field Rep I		\$22.79	\$24.16	\$24.88			
Customer Field Rep II		\$29.98	\$31.78	\$32.73			

SYSTEM OPERATIONS

Electric Dispatcher		\$43.38	\$45.98	\$47.36			
System Operator/Trainee		\$40.88	\$43.33	\$44.63			
System Operator I		\$42.59	\$45.15	\$46.50			
System Operator II		\$43.88	\$46.51	\$47.91			
System Operator III		\$45.58	\$48.31	\$49.76			
System Operator IV		\$47.24	\$50.07	\$51.57			
System Operator V		\$48.98	\$51.92	\$53.48			
Lead System Operator		\$51.57	\$54.66	\$56.30			

Classification Title	% of Journey Rate	Current	Wage Rate See 15.1	Wage Rate 01/01/2019			
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COMMUNICATIONS

Comm Tech Foreman		\$51.79	\$54.90	\$56.55			
Sr Comm Tech I		\$48.40	\$51.30	\$52.84			
Sr Comm Tech II		\$50.06	\$53.06	\$54.65			
Comm Tech 1st 2 Years		\$44.52	\$47.19	\$48.61			
Comm Tech After 2 Years		\$46.75	\$49.56	\$51.05			
Comm Tech Class B		\$42.57	\$45.12	\$46.47			
Interference Locator		\$42.57	\$45.12	\$46.47			
Comm Tech Trainee							
1st 6 months	75%	\$33.39	\$35.39	\$36.45			
2nd 6 months	78%	\$34.73	\$36.81	\$37.91			
3rd 6 months	80%	\$35.62	\$37.76	\$38.89			
4th 6 months	83%	\$36.95	\$39.17	\$40.35			
5th 6 months	85%	\$37.84	\$40.11	\$41.31			
6th 6 months	87%	\$38.74	\$41.06	\$42.29			
7th 6 months	90%	\$40.08	\$42.48	\$43.75			
8th 6 months	92%	\$40.96	\$43.42	\$44.72			

Communications Repairman		\$35.75	\$37.90	\$39.04			

ENERGY PRODUCTION

Fish & Wildlife Specialist I		\$21.54	\$22.83	\$23.51			
Fish & Wildlife Specialist II		\$24.11	\$25.56	\$26.33			
Fish & Wildlife Specialist III		\$28.22	\$29.91	\$30.81			
ICE I		\$44.52	\$47.19	\$48.61			
ICE II		\$45.83	\$48.58	\$50.04			
ICE III		\$47.63	\$50.49	\$52.00			
ICE IV		\$50.06	\$53.06	\$54.65			
ICE V		\$51.22	\$54.29	\$55.92			
CT/Hydro Tech I		\$44.52	\$47.19	\$48.61			
CT/Hydro Tech II		\$45.83	\$48.58	\$50.04			
CT/Hydro Tech III		\$47.63	\$50.49	\$52.00			
CT/Hydro Foreman		\$51.57	\$54.66	\$56.30			
EP Lead		\$46.76	\$49.57	\$51.06			
EP Operator		\$45.83	\$48.58	\$50.04			
EP Journeyworker E/M/CT		\$44.52	\$47.19	\$48.61			

Classification Title	% of Journey Rate	Current	Wage Rate See 15.1	Wage Rate 01/01/2019			
e/b Apprentice Energy Prod E/M/CT							
1st 6 months	75%	\$33.39	\$35.39	\$36.45			
2nd 6 months	78%	\$34.73	\$36.81	\$37.91			
3rd 6 months	80%	\$35.62	\$37.76	\$38.89			
4th 6 months	83%	\$36.95	\$39.17	\$40.35			
5th 6 months	85%	\$37.84	\$40.11	\$41.31			
6th 6 months	87%	\$38.74	\$41.06	\$42.29			
7th 6 months	90%	\$40.08	\$42.48	\$43.75			
8th 6 months	92%	\$40.96	\$43.42	\$44.72			
e/b EP Helper							
1st 6 months		\$15.69	\$16.63	\$17.13			
2nd 6 months		\$18.79	\$19.92	\$20.52			
3rd 6 months		\$21.97	\$23.29	\$23.99			
4th 6 months		\$25.10	\$26.61	\$27.41			
5th 6 months		\$28.22	\$29.91	\$30.81			
6th 6 months		\$29.79	\$31.58	\$32.53			
After 3 Years		\$31.35	\$33.23	\$34.23			
EP Equipment Operator		\$36.58	\$38.77	\$39.93			
e/b Temporary Helper							
1st 6 months		\$15.69	\$16.63	\$17.13			
2nd 6 months		\$18.79	\$19.92	\$20.52			
3rd 6 months		\$21.97	\$23.29	\$23.99			

STORES

Storekeeper		\$38.38	\$40.68	\$41.90			
Environmental Coordinator		\$36.73	\$38.93	\$40.10			
Warehouser I		\$28.00	\$29.68	\$30.57			
Warehouser II		\$30.67	\$32.51	\$33.49			
Warehouser III		\$33.15	\$35.14	\$36.19			
e/b Warehouser IV		\$35.07	\$37.17	\$38.29			

FLEET

Drayage Driver		\$35.94	\$38.10	\$39.24			
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BUILDING SERVICES

Janitor-Leadman		\$27.27	\$28.91	\$29.78			
e Janitor							
1st 6 months		\$15.93	\$16.89	\$17.40			
2nd 6 months		\$18.22	\$19.31	\$19.89			
3rd 6 months		\$20.35	\$21.57	\$22.22			
4th 6 months		\$23.45	\$24.86	\$25.61			
Facilities Attendant							
1st 6 months		\$15.93	\$16.89	\$17.40			
2nd 6 months		\$18.22	\$19.31	\$19.89			
After 1 Year		\$20.35	\$21.57	\$22.22			

Classification Title	% of Journey Rate	Current	Wage Rate See 15.1	Wage Rate 01/01/2019			

LINE EMPLOYEES

*Heavy Line Crew Foreman							
Line Foreman							
*Lead Lineman							
Equipment Operator Blade							
Tractor with Blade							
Helper Line							
Apprentice Lineman							
Flagger Assistant Helper							

SCHEDULE B B-GROUP JOB CLASSIFICATION WAGES

Wage Chart Key:

* non bid position

e entry-level, non bid position

e/b entry-level if no bidder(s) with one year classification seniority

Classification Title	Grade	Step	Current	Wage Rate See 15.1	Wage Rate 01/01/2019		
Increase				6.00%	3.00%		

	1	1	\$12.59	\$13.35	\$13.75		
		2	\$13.49	\$14.30	\$14.73		
		3	\$14.46	\$15.33	\$15.79		
		4	\$15.50	\$16.43	\$16.92		
		5	\$16.57	\$17.56	\$18.09		

	2	1	\$13.60	\$14.42	\$14.85		
		2	\$14.55	\$15.42	\$15.88		
		3	\$15.62	\$16.56	\$17.06		
		4	\$16.74	\$17.74	\$18.27		
		5	\$17.86	\$18.93	\$19.50		

Cash Clerk	3	1	\$14.70	\$15.58	\$16.05		
Closed Accounts Credit Clerk		2	\$15.73	\$16.67	\$17.17		
Customer Service Clerk		3	\$16.86	\$17.87	\$18.41		
Key Entry Operator		4	\$18.09	\$19.18	\$19.76		
		5	\$19.32	\$20.48	\$21.09		

Senior Cash Clerk	4	1	\$15.87	\$16.82	\$17.32		
		2	\$17.01	\$18.03	\$18.57		
		3	\$18.23	\$19.32	\$19.90		
		4	\$19.46	\$20.63	\$21.25		
		5	\$20.88	\$22.13	\$22.79		

	5	1	\$17.13	\$18.16	\$18.70		
		2	\$17.89	\$18.96	\$19.53		
		3	\$18.78	\$19.91	\$20.51		
		4	\$19.66	\$20.84	\$21.47		
		5	\$20.58	\$21.81	\$22.46		
		6	\$21.57	\$22.86	\$23.55		
		7	\$22.56	\$23.91	\$24.63		

Classification Title	Grade	Step	Current	Wage Rate See 15.1	Wage Rate 01/01/2019		
Accounting Clerk	6	1	\$18.50	\$19.61	\$20.20		
Contract Control Clerk		2	\$19.37	\$20.53	\$21.15		
Customer Service Rep I		3	\$20.29	\$21.51	\$22.16		
Reconciliation Clerk		4	\$21.22	\$22.49	\$23.16		
		5	\$22.21	\$23.54	\$24.25		
		6	\$23.26	\$24.66	\$25.40		
		7	\$24.40	\$25.86	\$26.64		

	7	1	\$19.96	\$21.16	\$21.79		
		2	\$20.93	\$22.19	\$22.86		
		3	\$21.90	\$23.21	\$23.91		
		4	\$22.94	\$24.32	\$25.05		
		5	\$24.00	\$25.44	\$26.20		
		6	\$25.13	\$26.64	\$27.44		
		7	\$26.31	\$27.89	\$28.73		

Operating Support Specialist	8	1	\$21.60	\$22.90	\$23.59		
		2	\$22.55	\$23.90	\$24.62		
		3	\$23.67	\$25.09	\$25.84		
		4	\$24.73	\$26.21	\$27.00		
		5	\$25.91	\$27.46	\$28.28		
		6	\$27.15	\$28.78	\$29.64		
		7	\$28.37	\$30.07	\$30.97		

Customer Construction Rep	9	1	\$23.30	\$24.70	\$25.44		
Customer Service Rep II		2	\$24.42	\$25.89	\$26.67		
Senior Stores Support Specialist		3	\$25.57	\$27.10	\$27.91		
Electric GIS Technician 1		4	\$26.76	\$28.37	\$29.22		
Gas GIS Technician 1		5	\$28.01	\$29.69	\$30.58		
		6	\$29.30	\$31.06	\$31.99		
		7	\$30.66	\$32.50	\$33.48		

Senior Conservation Service Clerk	10	1	\$25.17	\$26.68	\$27.48		
Senior Operating Support Specialist		2	\$26.36	\$27.94	\$28.78		
		3	\$27.61	\$29.27	\$30.15		
		4	\$28.85	\$30.58	\$31.50		
		5	\$30.19	\$32.00	\$32.96		
		6	\$31.65	\$33.55	\$34.56		
		7	\$33.15	\$35.14	\$36.19		

Classification Title	Grade	Step	Current	Wage Rate See 15.1	Wage Rate 01/01/2019		
Sr Customer Construction Rep	11	1	\$27.17	\$28.80	\$29.66		
Senior Corporate Billing Rep		2	\$28.45	\$30.16	\$31.06		
Electric GIS Technician 2		3	\$29.83	\$31.62	\$32.57		
Gas GIS Technician 2		4	\$31.19	\$33.06	\$34.05		
		5	\$32.66	\$34.62	\$35.66		
		6	\$34.22	\$36.27	\$37.36		
		7	\$35.80	\$37.95	\$39.09		

Lead Cust Construction Rep	12	1	\$29.35	\$31.11	\$32.04		
Lead Cust Service Rep		2	\$30.75	\$32.60	\$33.58		
Lead Corporate Billing Rep		3	\$32.18	\$34.11	\$35.13		
		4	\$33.72	\$35.74	\$36.81		
		5	\$35.29	\$37.41	\$38.53		
		6	\$36.94	\$39.16	\$40.33		
		7	\$38.66	\$40.98	\$42.21		

Electric GIS Technician 3	13	1	\$31.71	\$33.61	\$34.62		
Gas GIS Technician 3		2	\$33.20	\$35.19	\$36.25		
		3	\$34.77	\$36.86	\$37.97		
		4	\$36.37	\$38.55	\$39.71		
		5	\$38.10	\$40.39	\$41.60		
		6	\$39.92	\$42.32	\$43.59		
		7	\$41.71	\$44.21	\$45.54		

ARTICLE XVI

Contract Duration, Termination, Renewal, and Amendment

- 16.1 Term of Agreement:** This Agreement shall be effective upon ratification and shall remain in full force and effect up to and including March 31, 2020 and from year-to-year thereafter, unless either party notifies the other party in writing not less than ninety (90) days prior to March 31 of any year beginning with 2020 of its desire to terminate or amend the Agreement.
- 16.2 Savings Clause:** If any provision of this Agreement conflicts with the provisions of any Federal or State statute or Federal Executive Order having the effect of law now in force or hereinafter enacted, the Company and the Union shall meet forthwith for the purpose of negotiating new language that shall meet their requirements and that of the law unless action directed toward establishing the final legality of such statute or order is initiated by the parties hereto or others similarly situated and is pending in federal or state courts. The fact that any such provision originally written is determined to be invalid shall not affect the validity of the remainder of this Agreement.
- 16.3 Labor/Management Committees:** By mutual agreement of the Company and the Union, Labor/Management Committees may be established during the life of this Agreement to consider contractual issues of common interest. Any agreement reached by this process shall be signed by the Manager of Labor Relations and the Business Manager of Local No. 77, or their representatives, and become part of the Collective Bargaining Agreement.
- 16.4 Entirety of Agreement:** This Agreement constitutes the sole,

entire, and existing Agreement between the parties hereto.

It is the intention of the parties that all prior practices or understandings, whether written or oral, which may have affected the interpretation or administration of this Agreement have been reviewed and incorporated into this document. Any such prior practice or understanding not contained herein is canceled and shall not be subject to the grievance or arbitration provisions contained in this Agreement.

WITNESS our hands and seals this _____ day of _____, 2018.

For: International Brotherhood of Electrical Workers, Local Union #77

By: _____
Louis R Walter
IBEW Business Manager/Financial Secretary

By: _____
Rex Habner
IBEW Business Representative

For: Puget Sound Energy

By: _____
Marla D. Mellies
Senior Vice President, Chief Administrative Officer

By: _____
Kimberly Collier
Director, Human Resources

Index of Exhibits and Letters of Agreement

Title/Description	Date	Page
Exhibit D, Working Rules for Line Employees (Article IV)		135
Addendum concerning Flash Resistant (FR) Clothing (Article 2.16c)	Effective: 12/11/2014	140
Letter of Agreement concerning Access Center Overtime	Amended: 04/04/2007	142
Letter Agreement regarding Upgrade of Journeymen to Relief Foremen	Amended: 04/04/2007	143
Letter of Understanding regarding Credit Related Gas Shut Off Jurisdiction with UA	Dated: 08/23/2011	144
Letter of Agreement regarding Seattle Paid Sick & Safe Leave Ordinance Waiver	Dated: 08/10/2012	145
Memorandum of Understanding concerning Clarification of 12 Hour Shift Proposal	Signed: 04/29/2013	146
Letter of Agreement regarding Self Protection Clearance	Dated: 09/26/2013 Signed: 01/24/2014	148
Letter of Agreement regarding 2.23 Selection Process	Date: 12/11/2014 Signed: 02/11/2015	151
Letter of Agreement regarding Operating Support Specialist duties	Date: 12/11/2014	152

Exhibit “D” Working Rules for Line Employees

4.1 These rules apply to Line Employees of the Company.

It is the intent of these rules that the nature of the work be the determining factor in assigning the proper number of Employees to do a job. This agreement should not limit what is practical and safe under State laws and Company safety rules.

When, in the judgment of the Journey-Level Workers assigned to the job, fewer Employees are necessary to do the job safely than specified in this article, the work may be done with fewer Employees.

4.2 All underground work shall be done by Employees covered by the line section of the Agreement. There shall be no change in any manner in the work methods on overhead resulting from the application of the following rules:

- a) Installation of primary underground projects and installation and maintenance of underground secondary may be done under the supervision of a Lead Lineman assisted by not more than three (3) qualified Helpers-Line and/or Equipment Operators. Lead Linemen will be assigned on the basis of headquarters seniority when practicable.
- b) The work on energized primary underground systems shall be done under the direction of a Line Foreman assisted by a Journey-Level Worker and one or more qualified persons. When clearances are required on 34.5 kV primary underground systems, the Foreman in charge may retain the use of an additional Journey-Level

Worker until the Foreman is satisfied that all clearances are obtained and the system is properly grounded.

- c) The installation of conduit may be done by any qualified person(s) defined in Section 4.1. Any time the work involves laying conduit in the same trench with an energized system, or is inside an energized vault or handhole, Section 4.2(b) applies.
- d) Underground services, whether fed from overhead secondaries or from underground junction points, shall be installed and maintained by a Journey-Level Worker who may be assisted by Helper-Line or other qualified personnel, or by crews as outlined in this Section 4.2.

4.3 The following rules are established to govern the operation of 3-person overhead crews. These rules are intended to apply for regular shift hours Monday through Friday, for scheduled work or emergency work during daylight hours, or for non-daylight hours when a full crew complement is not available.

Minimum Crew Makeup

One (1) Foreman, one (1) Lineman plus one (1) Helper, Equipment Operator, or other qualified person.

Crew Assignment

This crew's activities shall include work performed on energized or de-energized, single-phase or three-phase primary systems. Poles and street light standards and related fixtures may be installed by this crew if, in the judgment of the Foreman, adequate equipment is available to do the job safely. Transformers and other equipment can be installed or removed by this crew.

Normal duties of this crew shall include the installation and maintenance of primary conductors and the installation of secondary conductors and services, including street lighting conductors. Aerial lift equipment (bucket truck) will be made available when this crew works on or within the primary zone of energized conductors (over 600 volts).

4.4 Adjudication

Application of this section applies to Sections 4.2(b) and 4.3 only.

- a) It is the Company's and Union's intent the Foreman assigned to a job shall have a role in deciding the number of Employees necessary to do that job in a practical and safe manner. If the Foreman assigned to the job determines a particular situation is beyond the capacity of the crew, the Foreman may request and shall be provided additional personnel or another assignment. The supervisor shall honor the request.
- b) When, in the opinion of the Foreman, a portion of the assignment is beyond the capacity of the crew, work on the balance of the assignment shall proceed. The means to effect completion of that portion which is beyond their capacity shall be referred to the immediate Supervisor for resolution in accordance with Section 4.4(a). If a difference of opinion still remains, the matter shall be referred to adjudication as outlined below.
- c) A difference may arise where the Company determines a job has been rejected without merit, or the Union feels the intent of this understanding has been exceeded. In

such a case, the matter will be referred to a committee of adjustments which is comprised of three (3) Union and three (3) Company representatives. The Committee will hear arguments and render findings. If a deadlock is reached, a knowledgeable pre-selected and mutually agreed to third-party will be called into the proceedings to render a binding decision. Each party will bear the expense for its representatives and one-half the expenses incurred by the third-party.

4.5

- a) "Heavy Line Crew" means a crew composed of a Foreman and four or more Journey-Level Linemen.
- b) On jobs temporarily combining crews in which more than one Foreman is involved and one has the responsibility for planning and directing the work, that person shall be the senior qualified Foreman whose activities shall be confined to the ground.

4.6 Any Journey-Level Worker placed in charge of a regularly constituted brush crew or stubbing crew, shall receive the "Lead Lineman" rate of pay.

4.7

- a) Employees classified as Line Foremen (as of April 17, 1984) will not be required to climb or work from aerial lift equipment, but may do so at their option.
- b) Employee classified as Line Foreman 60/40 (as of April 17, 1984) will be reclassified Line Foremen and will not be required to climb, but may do so at their option. They will be required to work from aerial lift equipment.

- c) Such grandfathered Foremen, when bidding to other Foreman positions in other headquarters, may keep this option not to climb except in one or two crew headquarters.
- d) In awarding Line Foremen jobs, the Company will select the senior qualified bidder.

4.8 The Company will replace hook straps and safety straps for non-probationary Employees working as Linemen.

4.9 Employees classified as Equipment Operator-Line personnel (as of April 17, 1984) will maintain their classification. In the event of a layoff, Equipment Operator-Line personnel who are on the payroll at the time of ratification of this Agreement will not be laid off until Helpers-Line have first been laid off.

DON GUILLOT
Business Manager - Financial Secretary

RICK JOHNSON, President
DAVID HUMLICEK, Vice President
DAVID WHEELER, Recording Secretary



LOCAL UNION No. 77

International Brotherhood of Electrical Workers



321 - 16TH AVENUE SOUTH, SEATTLE, WASHINGTON 98144 • MAILING ADDRESS: P.O. BOX 12129, SEATTLE, WA 98102
OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONSTRUCTION DISPATCH: (206) 323-0585

ADDENDUM TO ARTICLE 2.16 (c)

Effective January 1, 2010 for each qualified employee, the Company will provide a contribution for Flash Resistant (FR) clothing through an approved vendor equal to the following:

- For those employees newly hired or transferred into a job that is qualified to receive FR clothing, the Company will provide a clothing contribution up to the cost of the following items for initial outfitting:
 - 1 Ultrasoft 11 oz brown Duck Bomber Jacket (vendor's brand)
 - 1 EMC pullover sweatshirt with hood 14 oz (vendor's brand)
 - 5 UltraSoft FR knit shirt, long sleeves, left breast pocket (vendor's brand)
 - 5 Carhartt FR pants 14.75 oz blue jean denim
 - 1 Brown Bib unlined overalls 13 oz – Carhartt

- For each qualifying employee in subsequent years to the initial outfitting, the Company will provide a clothing contribution up to the cost of the following items of clothing:
 - 5 UltraSoft FR knit shirt, long sleeves, left breast pocket (vendor's brand)
 - 3 Carhartt FR pants 14.75 oz blue jean denim
 - 1 EMC pullover sweatshirt with hood 14 oz (vendor's brand)

The following provisions shall apply:

1. Employees are responsible for the care and maintenance of FR clothing as specified in the instructions attached to the individual clothing.
2. FR clothing damaged or contaminated beyond repair when the damage or contamination occurred during the course of performing Company work shall be replaced at Company cost.
3. All upper body clothing purchased through the vendor shall have a FR embroidered PSE logo and employees agree not to donate or transfer logo clothing to any other person(s), including upon termination or retirement.
4. Employees can roll over up to \$100.00 of Company contribution for clothing from one calendar year to the next calendar year. No portion remaining in the account following rollover or termination shall be made payable to the employee.

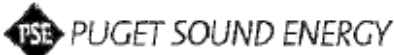
4/30/2010-opeiu8/aff-cio





Amendment Date: _____

Job Titles with Arc Flash Exposure	
Substation	Relay Technician I - V
	Substation Inspector
	Wire Apprentice
	PTA/Wire Helper
	Wireman
	Wire Foreman & SHUF Foreman
EFR	Service Lineman I – II
Meter	Journey Meterman
	Meter Foreman
	Meter Apprentice
	Meter Tech
	Meter Tester I - II
	Customer Field Rep I - II
Communications	Communication Technician
Hydro Electric	Hydro Electrician
	Hydro Electrician Apprentice
	Hydro Mechanic
	Hydro Mechanic Apprentice
	Instrumentation Control Electrical (ICE) Tech
Combustion Turbine	Combustion Turbine Journeyworker
	Combustion Turbine Foreman
	Combustion Turbine Apprentice
	Instrumentation Control Electrical (ICE) Tech
	Combustion Turbine Helper
System Operations	Lead System Operator



Puget Sound Energy, Inc.
P.O. Box 97034
Bellevue, WA 98009-9734

Letter of Agreement
Between
Puget Sound Energy and IBEW Local 77
(Amended April 4, 2007)

Puget Sound Energy (Company) and IBEW Local 77 (Union) mutually agree that the process described below shall be followed when administering overtime at the Access Center:

1. A list of overtime hours worked for all represented Access Center employees will be provided to the Union Shop Stewards on a monthly basis.
2. Only leadership staff, including Leads, will call out represented employees for overtime.
3. A weekly volunteer sign-up sheet for overtime call-out will be maintained at the Access Center. Along with their name and phone number, employees will be required to provide the overtime hours worked from the posted monthly overtime list.
4. Employees will be called from the sign-up list in the order of least overtime hours worked.
5. Regular and on-going 40-hour assignments will not be given to part-time employees.

For the Company

Willie R. Abadilla
Manager, Labor Relations

For the Union

Charles O. Smith
Business Representative

DON GUILLOT
Business Manager - Financial Secretary

RICK JOHNSON, President
DAVID HUMLICEK, Vice President
DAVID WHEELER, Recording Secretary



LOCAL UNION No. 77

International Brotherhood of Electrical Workers



321 - 16TH AVENUE SOUTH, SEATTLE, WASHINGTON 98144 • MAILING ADDRESS: P.O. BOX 12129, SEATTLE, WA 98102
OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONSTRUCTION DISPATCH: (206) 323-0585
January 31, 1991 Amended April 4, 2007

John Cunningham and Richard Moralez
Business Representatives
IBEW Local 77
PO Box 12129
Seattle, WA 98102

RE: Foreman Upgrade Agreement

Gentlemen;

Without prejudice to the Company's position on the application of job description requirements in the temporary upgrade of journeymen to relief foreman, the following agreement has been reached and shall be applied in such upgrade situations:

- ◇ If the Company decides to provide for a relief foreman for unscheduled absences of foremen for either a regular shift or a call-out, the most senior journeyman in the affected headquarters who is capable, available and agreeable shall be upgraded to fill the relief foreman position; provided journeymen who meet the 5/2 rule shall be called first. However, the Company reserves the right to determine whether the journeyman is capable of performing the relief foreman duties.
- ◇ Articles 2.4 (c), 2.4 (d), and 2.31 of the Collective Bargaining Agreement shall continue to apply where appropriate.
- ◇ For anticipated needs to upgrade (i.e., scheduled PTO or STD/LTD situations) the upgrade to relief-foreman shall be offered to qualified journeymen in the nearest headquarters who have five years of experience as a journeyman and two years with Puget if there are no journeymen who meet the 5/2 rule in the affected headquarters.

This agreement may be terminated by either party with 30 days written notice to the other party.

Please signify your acceptance of the Agreement below.

Very truly yours,

Willie Abadilla for Barbara Revo
Manager Labor Relations

Charles O. Smith
Business Representative

COS/jn
opeiu8 afl-cio

DON GUILLOT
Business Manager - Financial Secretary

RICK JOHNSON, President
WALT AHO, Vice President
DAVID WHEELER, Recording Secretary



LOCAL UNION No. 77

International Brotherhood of Electrical Workers

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OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONSTRUCTION DISPATCH: (206) 323-0585

Memorandum of Understanding

Between

IBEW Local Union 77, UA Local 26, UA Local 32

And

Puget Sound Energy

This letter confirms the following:

IBEW Local 77 represented employees have been doing credit related gas shut-offs since Puget Sound Power & Light and Washington Natural Gas merged in 1997. Any other work required falls under the jurisdiction of employees represented by UA Locals 26 and UA Local 32. It is the intent of all parties these practices shall continue.

Should there be any question or dispute related to this understanding the parties will meet within forty eight (48) hours to resolve the issue.

For IBEW Local 77:

Charles O. Smith 8/23/11
Charles O. Smith Date

Business Representative

For IBEW Local 77:

Rachel Proctor 8/23/2011
Rachel Proctor Date

Business Representative

For UA Local 26:

Terry Liville 8/25/2011
Terry Liville Date
Business Representative

For UA Local 32:

Troy Shopin 8-24-11
Troy Shopin Date
Business Representative

For Puget Sound Energy:

Willie P. Abadilla
Willie Abadilla Date
Manager of Labor Relations

COS:ekko/peis/half-cio



DON GUILLOT
Business Manager - Financial Secretary

RICK JOHNSON, President
WALT AHO, Vice President
DAVID WHEELER, Recording Secretary



LOCAL UNION No. 77

International Brotherhood of Electrical Workers

321 - 16TH AVENUE SOUTH, SEATTLE, WASHINGTON 98144 • MAILING ADDRESS: P.O. BOX 12129, SEATTLE, WA 98102
OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONSTRUCTION DISPATCH: (206) 323-0585

LETTER OF AGREEMENT
TO COLLECTIVE BARGAINING AGREEMENT

BETWEEN
PUGET SOUND ENERGY

AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 77

THIS AMENDMENT to the parties' Collective Bargaining Agreement (hereinafter referred to as "CBA") entered into September 1, 2010.

WHEREAS, the Seattle's Paid Sick Time and Safe Time Ordinance provides paid sick time and safe time to employees who work in Seattle, Washington;

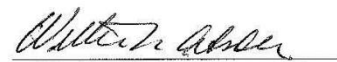
WHEREAS, Seattle's Paid Sick Time and Safe Time Ordinance goes into effect on September 1, 2012; and,

WHEREAS, there is an existing CBA for an employer who is covered under the Seattle's Paid Sick Time and Safe Time Ordinance (Seattle Municipal Code 14.16);


THEREFORE, the parties agree in this Letter of Understanding to waive their rights and obligations under the Paid Sick Time and Safe Time Ordinance in accordance with SMC 14.16.120 until the expiration of the existing CBA.

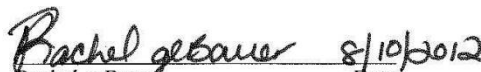
IN WITNESS BY, the authorized representatives of the parties to this Agreement have signed on this 10th day of August 2012.

For Puget Sound Energy:


Willie Abadilla Date
Manager, Labor Relations

For IBEW Local 77:


Charles O. Smith Date
Business Representative


Rachel geBauer Date
Business Representative

COS:Rg:ks/opeiu8/afl-cio



PLEASE POST

MEMORANDUM OF UNDERSTANDING
BETWEEN
I.B.E.W. LOCAL 77
AND
PUGET SOUND ENERGY

CLARIFICATION of 12 HOUR SHIFT PROPOSAL

A question has come up regarding the interpretation of language in the proposed letter of agreement regarding 12-Hour Shifts. PSE and IBEW Local 77 agree that the following clarification of language set forth in the proposal on Page 2, last paragraph, and continuing on Page 3 may be considered in interpreting the application of the language.

The proposed letter of agreement states:

Changing between Schedules A, A-1 and Schedule B

For each plant covered by the provisions of this agreement, the Company will designate the following:

- 1) Whether Schedules A, A-1 or Schedule B is in use, and
- 2) The date the designated schedule begins.

If operational needs require a change between Schedules A, A-1 or Schedule B, a minimum of 5 days' notice or the completion of the shift cycle, whichever is longer, shall be required before the change occurs.


In arriving at the language of the proposal, the parties considered that it is important that all employees and plant management know what shift schedule is the operative schedule in effect. Thus, it was agreed that the Company should be responsible for the steps to staff each plant appropriately as well as to follow-through with solicitation of interest when the "R" employee option is available because of staffing levels. A specific communication by the Company about the status of the shift schedule and its effective date were contemplated in the use of the term "designate."

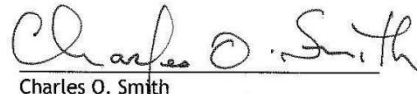
The parties did not undertake to define detailed criteria for what constitutes "operational needs that require a change" because of the impossibility of anticipating all of the challenges that plant operations could face. It was the intent of the parties that if there is a "volunteer" for the "R" employee assignment then the plant would operate using Schedule A-1. It is also recognized that unusual operational circumstances could in rare instances mean that Schedule A-1 is not appropriate.

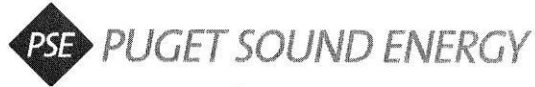
A change when Schedule A-1 is in place can only occur if there is operational needs. Such a change would only occur in those circumstances where clear, articulable business needs outweigh the highly valued business needs of predictable scheduling and employees working in a stable setting. It was contemplated that in the event that a change based on operational needs, a rare but possible event, would be thoroughly evaluated by senior leadership and discussed in advance with union leadership.

For Puget Sound Energy:

For I.B.E.W. Local 77:


Susan Berry
Labor Relations Program Manager

 4/29/13
Charles O. Smith
Business Representative



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

LETTER OF AGREEMENT BETWEEN

PUGET SOUND ENERGY

AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

Re: Self Protection Clearance
Amendment to September 26, 2013 Agreement

Puget Sound Energy ("Company") and the International Brotherhood of Electrical Workers, Local 77 ("Union") have a Collective Bargaining Agreement ("CBA") effective September 1, 2010 through March 31, 2014. During the life of this Agreement, the Company decided to implement an Outage Management System ("OMS") which went live on April 1, 2013. In conjunction with the implementation of the OMS, Self Protection Clearance requirements set forth in the June 2002 settlement between the Attorney Generals' Office, the Union and the Company were reviewed by the Union and the Company. This Letter of Agreement ("LOA") is for the purpose of memorializing the understanding of the parties with respect to the status of the June 2002 settlement and to clarify when Self Protection Clearances apply to co-generation situations.

Now, therefore, the Company and the Union agree to the following:

- I. Phase 1 of the June 2002 settlement have been fully satisfied and implemented. Prior to initial execution, linemen, operators, and contract crew coordinators were trained according to the requirements set forth in the settlement.
- II. The Company has begun the training requirements of Phase 2 and will have Phase 2 of the June 2002 settlement completed by the end of 2013. The parties agree that under Phase 2 switching to isolate the line is allowed unless it results in shifting loads. Phase 2 training documents are attached to this Letter of Agreement.
- III. The original 2002 Key Points of Phase II agreement states, "Use Self-Protection Clearances Section: Only from solid blade disconnects or fuses to the end of the line on overhead and underground distribution lines where switching will not transfer load from one distribution circuit to another circuit."

LOA between PSE and IBEW, Local 77 – Self Protection Clearance
Proposal
September 26, 2013
Page 1 of 3

- a. Both parties agree to a Self Protection Clearance can be taken provided that the lines to be worked on have been visually inspected, determined to be distribution lines, and all sources of energization are checked open and tagged in accordance with the WAC Chapter 45 and Section 201.1011 in the Switching and Clearance Handbook.
 - b. Both parties agree to remove the language in Section 201.1011 in the Switching and Clearance Handbook “where switching will not transfer load from one distribution circuit to another.” The intent is to remove any ambiguity or confusion; it is not intended to modify the language or the intent of the 2002 agreement. The requirement to restrict switching that would transfer load is covered under the “Self-Protection Clearance Process” section of the 201.1011.
- IV. At the time of the June 2002 settlement, there was no discussion of co-generation situations since they were not an issue at that time. However, in 2013, Self Protection Clearance and co-generation situations do arise. When a co-generation situation exists, the parties agree that Self Protection Clearance is allowed when:
- a. A qualified person in charge as defined in WAC Chapter 45 can verify the source of the feed via a detailed map or can visually see the necessary disconnect point(s) from the field; the person in charge is able to isolate the potential source of feed; and the disconnect does not shift the load; or
 - b. The Self Protection Clearance Coordinator (an operator or other qualified employee designated to manage self protection clearances for a geographic area) is confident directing the crew to the necessary disconnect point(s).
- V. The original 2002 Key Points of the Phase II agreement, Item #4 states the following: “Self-Protection Clearances may not be taken on lines and equipment previously tagged for the System Operator with a “Danger-Do Not Operate “tag”. Both parties agree to remove the word “previously” from the agreement. The statement will now read: “Self-Protection Clearances may not be taken on lines and equipment tagged for the System Operator with a “Danger-Do Not Operate “tag”.
- VI. An audit will be mutually conducted by the parties no later than 30 days after the end of an event to confirm that all requirements of the Self Protection Clearance Procedures have been complied with.

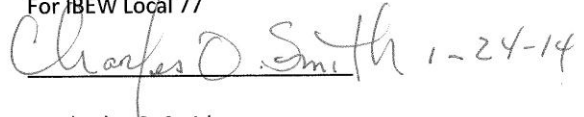
VII. This Agreement shall become effective on December 26, 2013 and remain in effect thereafter, unless the parties agree, in writing, to modify the terms contained herein or terminate this Agreement.

For the Company

Handwritten signature of Susan Berry, dated 24 Jan 2014.

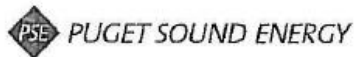
Susan Berry
Labor Relations Program Manager

For IBEW Local 77

Handwritten signature of Charles O. Smith, dated 1-24-14.

Charles O. Smith
Business Representative

LOA between PSE and IBEW, Local 77 – Self Protection Clearance
Proposal
September 26, 2013
Page 3 of 3



LETTER OF AGREEMENT BETWEEN

PUGET SOUND ENERGY
AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77
Re: Article 2.23 Appointment to Vacancies

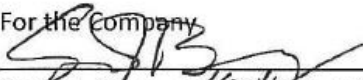
Upon ratification of the Collective Bargaining Agreement between Puget Sound Energy (Company) and IBEW Local 77 (Union), both parties agree that joint Labor Management Committees will develop the steps for filling vacancies in the following jobs: Wire Foreman, Meter Foreman, Lead Meter Technician, Advanced Metering Specialist, Lead Relay Technician, Relay Technician Trainee I-IV, Combustion Turbine Foreman, Customer Service Field Lead, Hydro Foreman, Communications Technician Foreman and Lead System Operator.

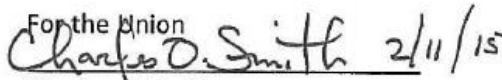
The Company and the Union agree that the process for filling vacancies will be based on specified technical and leadership skills as each of these roles involves personal contact by the Employee with the public, specific technical skills and the ability to lead and direct other employees. The process for assessment of the required skills will be jointly developed by the Company and the Union. The Company will make available training for these skills.

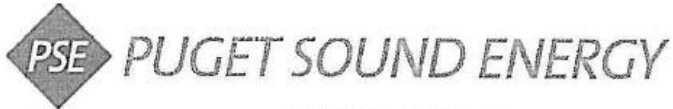
Based upon the defined criteria and following jointly agreed-upon processes, pre-qualified pools of candidates for the listed classifications will be created.

The purpose of the Labor Management Committees is to:

1. Develop a well-defined, fair and consistent process for filling vacancies with qualified candidates that meet job requirements;
2. Develop a mechanism for creating a list of pre-qualified candidates;
3. Provide documented guidelines for those interested in becoming qualified for the listed positions;
4. Provide training and development paths in preparation for Lead or Foreman position openings; and
5. Develop pre-qualification Leadership and Technical curriculum requirements.

For the Company

Susan J. Berry *effective 12/11/2014*
Labor Relations Program Manager

For the Union

Charles O. Smith
Business Representative, IBEW Local 77



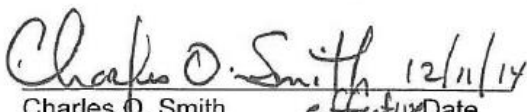
Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com


**LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 77
AND
PUGET SOUND ENERGY**

The Company and the Union agree to the following:

1. An Operating Support Specialist may be assigned to perform duties associated with managing pool vehicles. The duties assigned may include but are not limited to the following: maintaining schedules for pool vehicles; providing keys and maintaining key boxes; coordinating with Fleet for scheduled maintenance and repairs; conveying reports of vehicle damage or lost and found; and working with local management to ensure vehicles are operated in accordance with CPM-16.
2. For the actual time spent performing such duties, the Operating Support Specialist shall be paid in accordance with Article 13.2 of the Collective Bargaining Agreement.

For IBEW Local 77: For Puget Sound Energy:


Charles O. Smith 12/11/14
Business Representative effective Date


Susan J. Berry 12/11/2014
Labor Relations Program Manager effective Date

Subject Index

401(k) Investment Plan	57
Absence	
Jury Duty.....	53
Leave of Absence.....	51
Military Leave	53
Union Officers	53
Accidental Death and Dismemberment.....	56
Agreement	
Duration, Termination, Renewal, Amendment.....	123
Effective Date and Term	3
Employees Covered By Agreement.....	4
Employees Excluded By Agreement	5
Preamble	3
Recognition	4
A-Group Employees	
Job Classification Wages	124
Anniversary Date.....	38
Appointment to Vacancies	29
Apprentice	
Combustion Turbine	96
Energy Production	102
General Information	97
Hydro Electrician and Hydro Mechanic.....	102
Line.....	102
Meter.....	101
Pathway to Apprenticeship	100
Ratios	99
Rules	97
Selection Process	99
Wire	101
Arbitration Process	117
Arbitration Rules	116
Benefits	36
Core Plans	54
Employee Responsibility.....	36
Opt Out.....	55
Right to Change Carriers.....	57
Bereavement Leave.....	52

B-Group Employees

Job Classification Wages	129
Working Rules	103
Bid Denial.....	27
Bidding.....	26, 72
Bidding and Transfer Procedures.....	105
Bidding Procedure	
B-Group.....	105
Break-In Period.....	17, 33, 64
Bulletin Boards.....	9, 14, 28
Call-Out Work	11
Classification Groups	
A-Group.....	21
B-Group.....	21
Group Seniority	21
Seniority.....	23
Classification of Employees	
Covered By Union Agreement	5
Excluded By Union Agreement.....	5
Committee Cost Responsibility	6
Communications Employees Working Rules	72
Contract Duration, Termination, Renewal, Amendment	132
Contracting Work	7
Crew, Heavy Wire	65
Customer Access Center (CAC)	104
At Home Agents	113
Extended Mid-Day Break	114
Seasonal Shift	114
Customer Field Representative Advancement Process	69
Customer Field Representatives	68
Date and Term of Agreement	132
Days of Work	8
Dental Insurance	55
Disability	
Alternative Work.....	50
Benefits	45

Evidence of Disability	51
Industrial Disability Leave	6
Industrial Injury or Illness Wage Continuation Plan.....	51
Long Term Disability.....	50
Restricted Work.....	49
Short Term Disability Benefits Continuation	46
Short Term Disability Coverage	45
Short Term Disability Exclusions	46
Short Term Disability Qualification.....	45
Short Term Disability Sickness While on Vacation	49
Short Term Disability Supplemental Coverage	48
Short Term Disability Term	47
Transitional Duty	49
Discharge	36, 106
Discrepancy in Pay	16
Discrimination-Non	6
Domestic Partner Coverage	55
Dual Classifications	16
Dues, Deduction of.....	6
Electric Dispatcher Working Rules.....	64
Emergency Work	13
Employee Classifications	
Casual	4
Full-Time	4
Full-Time (Schedules A&B)	124
Part-Time.....	4
Seasonal	4
Temporary.....	4
Employee Responsibility.....	13
Energy Production Employees Working Rules	85
Established Days of Work	8
Established Hours of Work	8
Evaluation	103
Joint Evaluation Committee	105
Negative Job Evaluation.....	104
Negative Review Committee	104
Expenses	
Lodging	18
Meals	18, 19
Mileage	18

Plug-In Company Vehicle and Property Maintenance.....	37
Travel.....	18
Foreman	
Communications	72
Meter.....	68
Wire	65
Furnished Safety Equipment	
Flash Resistant (FR) Clothing	19, 140
General Working Rules.....	8
Grievance and Arbitration Procedures.....	115
Grievance Procedure	115
Headquarters	9, 18
Established	13, 15, 30
Temporary.....	18
Health and Welfare Plan	54
Benefit Continuation	57
Carriers	57
Domestic Partner Coverage	55
Flexible Benefits.....	54
Heavy Wire Crew	65
Henry Miller Holiday	40
High Time.....	37
Holiday Eligibility	
Full-Time Employees	38, 40
Part-Time Employees.....	41
Temporary Employees.....	41
Holiday Pay	38, 47
Holidays	38
Day after Thanksgiving.....	38
Full-Time Employees on Shifts Other than 8 Hours.....	40
Leave of Absence.....	39
Qualification	39
Recognized Holidays	38
Scheduled Workday	39
Scheduling Personal Holidays	40
Short Term Disability	40
Hours of Work	8
Identification of Parties.....	3

Industrial Injury or Illness Wage Continuation Plan

Compensation	51
Seniority	24
Joint Evaluation Committee	105
Joint Health and Welfare Committee	57
Journey-Level Worker In-Charge (JIC)	63
Jury Duty	53
Labor/Management Costs	7
Labor/Management Training Committee (LMTC).....	69, 86, 122
Layoffs	31
Procedure	31
Severance Compensation	34
Lead Wireman.....	65
Leave of Absence.....	51
Life Insurance	61
Line Employees Working Rules (Exhibit D)	135
Lodging Expenses	18
Long Term Disability (LTD)	50
Loss of Seniority Status	22
Management Rights	7
Management/Labor Committees	119
Meals	13
Medical Insurance Plan.....	54
Meter Employees Working Rules.....	68
Meter Labor/Management Training Committee (LMTC)	69
Meter Tester Advancement Process.....	70
Mileage Expense	15
Military Leave	53
Seniority Accrual.....	23
Multi-Linqual Agents.....	103
Mutual Cooperation.....	3
Mutual Obligation.....	4
Negative Job Evaluation.....	104
Negative Review Committee	104

No Strike/No Lockout	4
Non-Specialty Use Company Vehicles	37
Notice of Awards	27
Overtime	10
Employee Relief	14
Pay	12
Rest Period	11
Rules	10
Paid Time Off (PTO)	41
Allowance Schedule	41
Carry Over	44
Dental/Medical Care	54
Exclusions	45
Minimum Annual Usage	43
Payout Upon Leaving	44
Retirement Pay Out	44
Schedule of Allowance	42
Scheduling	22, 43, 110
Sickness	49
Supervisory Approval	43
Termination Pay Out	44
Unscheduled	43
Usage Approval	43
Vacation	44
Part-Time Employees	
Definition	4
Experience Requirements	23
Holiday Eligibility	41
Layoff Procedure	34
Minimum Annual PTO Usage	43
Overtime Pay	12
Pay	
Discrepancy	16
Dual Classifications	16
High Time	37
Holiday	38
Industrial Injury or Illness	51
Lodging	18
Meals	13
Mileage	15
Overtime	10
Plug-In Company Vehicle	37
Relieving Higher Classification	16, 103
Scheduled Pay Days	14

Shift Differential.....	10
Temporary Upgrade Pay.....	10
Transfer in Shift.....	8
Payroll Deductions.....	6, 16, 37
Payroll Roster.....	14
Pension Plan.....	59
<i>Per Diem Allowance</i>	15, 18
Personal Leave of Absence.....	51
Political Action Committee (PAC) Contributions.....	6
Posting of Vacancies	26
Premium Pay	
<i>See Shift Differential</i>	10
Probationary Period.....	21
Qualifications	21
Qualifications Over Seniority.....	30
Recognition of Union.....	4
Red Time	
<i>See Shift Differential</i>	10
Rehiring.....	35
Relay Technician.....	65
Relief from Duty.....	14
Retiree Medical.....	61
Safety	
DOT Physical.....	20
Equipment.....	19
First Aid Certificate.....	20
Flash Resistant (FR) Clothing.....	19
Safety Committee.....	19
Safety Rules.....	19
Company and State.....	19
Schedule A	
A-Group Job Classification Wages.....	124
Schedule B	
B-Group Job Classification Wages.....	129
Seasonal Customer Service Workers.....	114

Seniority

Bidding	23, 76
Company Seniority	22
Effective Date	19
In 2 Classifications	25
Loss of Status	23
Seniority Accrual	
Industrial Disability	24
Leave of Absence	23, 24
Military Service	25
Temporary Employees	25
Transfer	25
Union Leave	24
Seniority Definitions	21
Classification	21
Company	21
Group	21
Qualifications	22
Seniority Listing	21
Seniority Rules	23
Service Distribution Inspector	65
Service Distribution Inspector Working Rules	65
Service Lineman Working Rules	62
Severance Compensation	34
Shifts	9
12-Hour Days	9
Differential	10
Four 10-Hour Days	9
Normal Workweek	8
System Operators	74
Shop Stewards	14
Short Term Disability	
Exclusions	46
Holidays	47
Qualification	45
Schedule	46
Term	47
Transitional Duty	48
Sickness While on Vacation	49
Step Rates	103

Strike/Lockout 4

Substation (Wire) and Relay Employees Working Rules 65

Substation Inspectors..... 66

Supplemental Short Term Disability Benefits..... 47

Switching 65

System Operation Employees Working Rules..... 73

System Operator

Bidding..... 76

Definition..... 73

Examinations..... 79

Progression 78

Shift Changes 76

Shifts 73

System Operator I 79

System Operator II through V 79

System Operator Training Program (SOTP) 78

Temporary Assignment 27

Temporary Employee

Definition..... 4

Termination..... 44

Termination Notice..... 31

Terms of Agreement 3

Time Reporting..... 16

Tools and Equipment..... 19

Training

Company-Sponsored, Voluntary..... 15

System Operator Training Program (SOTP) 78

Training Compensation 15

Transfer

Between A- and B-Groups 109

Break-In Period..... 17

Health Reasons 30

Request..... 17

Step Rate..... 103

Travel..... 16

Expense 16

Per Diem Allowance 16, 18, 19

Time..... 11, 15, 18

Twelve-Hour Shift Work Rules for Generation Facilities	88
Cancellation Clause	88
Holidays, Personal Holiday, PTO, and STD	93
Meals	95
Objective	88
Overtime.....	94
Shift Schedules	89
Work Schedules	91
Underground Work.....	135
Union Business Costs	5, 7
Union Leave.....	53
Union Maintenance Costs	5, 7
Union Recognition	4
Vacation	
Paid Time Off.....	41
Relief	15, 26
Scheduling.....	41
Supervisory Approval.....	43
Voluntary Termination	
Notice	22
Wage Schedules and Job Classifications.....	124
Wages	
A-Group Job Classification Wages.....	124
B-Group Job Classification Wages.....	129
Discrepancy in Pay	16
Dual Classification	16
Effective Date	119
High Time.....	37
Scheduled Pay Days	13
Working Rules	
Communications Employees	72
Customer Access Center Employees.....	111
Electric Dispatcher Employees	64
Energy Production Employees	85
General Information	8
Line Employees (Exhibit D).....	135
Meter Employees.....	68
Service Distribution Inspector Employees	65
Service Lineman Employees.....	62
Substation (Wire) and Relay Employees.....	65
System Operation Employees.....	73

Working Rules B-Group	103
At Home Agents (AHA)	112
Bidding and Transfer Procedures	105
Evaluations	103
Joint Evaluation Committee	105
Multi-Linqual	103
Negative Job Evaluation	104
Negative Review Committee	104
Paid Time Off Scheduling	110
Seasonal Shifts	114
Step Rates	103
Zipper Clause	132