

PSE Proposal: 11/21/2014

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~~Strikethrough~~ = proposal for removing language
Highlighting = tentative agreement

**COLLECTIVE BARGAINING
AGREEMENT**

between

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION NO. 77**

and

PUGET SOUND ENERGY

Effective

**~~September 1, 2010~~ TBD (upon ratification)
through March 31, ~~2014~~2017**

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LOCAL UNION NO. 77**

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2014-2017

PREAMBLE

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."

WITNESSETH

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 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. 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.

1.2 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. 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. 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. 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. 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.

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.

1.3 The Company recognizes the Union as the bargaining representative for all full-time, part-time, seasonal, and temporary Employees (excluding casuals) who are classified by the Company in job classifications in Section 15.4, Schedules A & B. A part-time Employee is one who occupies a position for fewer than forty (40) hours per week. 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 per cent (5%) of the total number of IBEW represented workforce at any given time, excluding the Temporary Seasonal Customer Service Workers in the Customer Access Center. 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. A seasonal Employee is a temporary Customer Service Worker who may return multiple times to work in the Customer Access Center during the peak seasons, September 1 through March 31.

1.4 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

1.5 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.

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

1.7 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.

1.8 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 straight-time rate of pay.

1.9 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 Article II 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, Days of Work

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

b. The Company may change the schedule of the normal work periods between 6:00 a.m. and 6:00 p.m. after giving the Employees five (5) days' advance notice. Normal shifts consist of eight (8) consecutive work hours per day, not including meal periods. However, an Employee or group of Employees and their supervisor can mutually agree to work four (4) 10-hour consecutive days, or other shifts of 12-hour days at the straight-time rate in place of the normal five (5) 8-hour days per week. 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.

c. By mutual agreement between the Employee and the supervisor, work periods 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.

d. 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 and 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.

e. The definitions of normal day's work and normal week's work set out herein are not intended to guarantee that the Company will schedule any Employee to a certain number of work hours.

f. The Company agrees to pay a shift differential of ten per cent (10%) to Employees for all scheduled straight-time hours, as well as built-in overtime and carryover hours paid at one and one-half times (1-1/2x), 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 times (1-1/2x) 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(f) 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 greater than eight (8) hours.

For Employees working 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 times (1-1/2x) the Employee's regular straight-time rate and will be included in ~~excluded~~ from the calculation in Section 2.4(a)(~~45~~).

b. Overtime pay shall begin when work commences at their assigned normal work location. Employees called from their home and assigned to other than their normal work location shall be paid when leaving home within thirty (30) minutes after accepting the call out. ~~headquarters where Employees are assigned to report and shall not be paid while traveling to or from home, while eating, or while sleeping.~~ When called from their homes, Employees shall be paid thirty (30) minutes travel time after relieved from duty. ~~unless they continue into their normal work period.~~

c. 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.

d. 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. The overtime rate of pay shall be either double (2x) or one and one-half times (1-1/2x) the Employee's regular straight-time rate as follows:

1. All overtime worked when called out from home shall be paid at the overtime rate until the start of the Employee's 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, shall be paid at the overtime rate unless Section 2.3(c) applies.

3. All time worked on Sunday and Company-recognized Holidays other than regularly scheduled shifts shall be paid at the overtime rate.

~~4. For five-day shifts ending on Saturday, the following Monday can be scheduled for up to eight (8) hours at the overtime rate.~~

~~5.4. Effective January 1, 2011, the first fifty (50) hours of overtime beginning on January 1 of each year shall be paid at one and one-half times (1-1/2x) 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).~~

~~b. No Pyramiding. There will be no pyramiding or duplication of overtime pay or premium pay paid at the rate of one and one-half times (1-1/2x) or double time (2x). When an employee is eligible for both one and one-half times (1-1/2x) and double time (2x) pay, the employee will receive only the highest pay rate.~~

~~b.c. 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.

e.d. 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 callout process, there is still unassigned work, work may be assigned to the closest qualified worker.

d.e. 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 call-outs 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. ~~Pagers and e~~Cell phones may be provided to volunteers as a tool ~~to allow maximum personal freedom while available~~ 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. The Company shall schedule regular meal periods of either thirty (30) minutes or sixty (60) minutes without pay for all full-time Employees working their defined scheduled work period and part-time Employees scheduled for more than five (5) consecutive hours in a shift, unless said Employees are designated by the Company to eat on Company time. Meal periods will fall approximately in the middle of the work period. The Company will provide a listing to the Union, updated quarterly, of those classifications where Employees are designated to eat on Company time as part of their daily work. All Employees outside the classifications listed are expected to take their meal periods unless they have received explicit supervisory approval beforehand. Unless otherwise notified of change, 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.
- b. 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.
- c. Effective January 1, ~~2009~~2015, meal allowance shall be equal to 50% of the Wireman hourly wage. Twenty Dollars (\$20). ~~Effective January 1, 2011, meal allowance shall be Twenty-Two Dollars (\$22).~~ 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 periods other

than the normal work periods set forth in Section 2.2(a). Such adjusted meal times shall remain effective through the weekend.

d. 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.

e. Employees scheduled to work overtime, who have been given 48 hours notice, shall furnish their lunch.

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

2.7 The Company will designate the regular paydays and pay Employees biweekly on Friday under normal circumstances using the direct deposit system. Employees currently using the Pay Card System may continue to do so at their discretion as long as the card is made available to PSE. 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. 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. The Company shall supply bulletin boards for the use of the Union in posting officially signed Union bulletins.

2.10 Training Compensation

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 can 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. 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 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 can recover over-payment from an Employee, provided that: the over payment was infrequent and inadvertent, and the

Company both detects the overpayment and implements a plan with the employee for collecting the overpayment ~~it is~~ within 90 (ninety) calendar days of the initial overpayment. ~~—and—~~ ~~†~~The Company will confirm the collection plan in writing in advance ~~provides advance written notice~~ to the Employee (including the amount, the process for recovery, and an explanation of the overpayment). All deductions are to be recorded clearly on the pay advice.

2.12 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.

When relieving a higher paid classification, the Employee shall be paid at the higher rate ~~of the higher classification~~ for actual time worked as if the Employee had bid the job. Holidays falling during the performance of ~~such~~ higher paid classified work shall be paid at ~~such—the~~ higher rate provided the Employee works the day before ~~and—~~or the day after the Holiday, ~~except when Section 13.2 applies.~~ PTO taken during such relief shall be paid at the higher rate when relieving vacancies lasting in excess of ~~ten (10)~~ 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 Travel and Company Headquarters

- a. 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 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 one way, the Company shall pay each Employee Twenty-~~Seven~~Five Dollars (~~\$25~~(\$27) per day in lieu of mileage and travel time. For distances over thirty-five (35) land miles one way, the Company shall reimburse reasonable food and lodging expenses or provide *per diem* per Section 2.15(d).
- c. In the event that the Employee stays 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 taken per week in a Company vehicle or one (1) round-trip travel time with mileage paid in accordance with IRS mileage rate for the Employee's vehicle used for travel to and from the temporary headquarters taken per week.

- d. **Effective January 1, 2015,** Employees may elect a *per diem* rate of One Hundred **Seventeen** Dollars (\$~~117~~100) per day in lieu of food and lodging expenses. ~~Effective January 1, 2011 the *per diem* rate shall be One Hundred Ten Dollars (\$110).~~
- e. 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.
- f. 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.

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

c. The Company agrees to furnish protective devices and first aid sets for the protection of Employees when working where protective apparatus is required. The Company shall provide Flash Resistant (FR) clothing as required. (See ~~Flash Resistant Clothing~~ Addendum to this article dated April 20, 2010 in “Index of Exhibits and Letters of Agreement.”)

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

e. The Company will reimburse each eligible covered employee up to \$75.00 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 \$75.00 in any two (2) year period. The Company will provide specialty footwear when required by the Company.

d.f. 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.

e.g. Upon receipt, the Company shall reimburse Employees any out-of-pocket expenses for DOT physicals, ~~unless covered as part of the Employee's annual wellness physical.~~ 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.

h. Within 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 Safety Quality Improvement Teams (SQITs).

2.17 Probationary Period

New Employees covered by this Agreement shall be on probation during the first ~~twelve nine~~ (129) months of continuous service. After the completion of ~~twelve nine~~ (129) 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 nine~~-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 that 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. ~~sixty (60) days from the completion of the probationary period to submit proof of their previous seniority to Local 77.~~

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. ~~As soon as practicable after the execution of this Agreement, but not later than six (6) months thereafter, and each year thereafter,~~ The Company shall furnish the

Union quarterly with thea list showing the seniority of each Employee prepared from the service records of the Company, covered by this portion of this Article. ~~No~~ ~~€~~Changes will be made immediately in an Employee's seniority whenunless brought to the attention of the Company. ~~within six (6) months after the seniority lists have been published on a Company-wide basis.~~ Such errors found and brought to the Company's attention shall not affect jobs which have been awarded.

2.19 Seniority Rules

- a. 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. 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. 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.

Seniority shall continue to accrue during disciplinary suspensions.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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

a. 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. If no Employee currently holding a position within the posted classification with more than twelve nine (129) months seniority in the posted classification bids and accepts the position, the job shall be considered entry-level. 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. 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).

b. 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 15.4.

c. For purposes of bidding, all time spent in Stores Classification Group shall be used when bidding on Warehouse IV and below positions.

e.d. The Company shall furnish a copy of all listings, bids, and awards to the Union. 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. It is the Company's option to fill job vacancies.

e.e. When relieving a higher paid classification, the Employee shall be paid at the higher rate ~~of the higher classification~~ for actual time worked as if the Employee had bid the job. Holidays falling during the performance of ~~such~~ higher paid classified work shall be paid at ~~such~~ the higher rate provided the Employee works the day before ~~and or~~ the day after the Holiday, ~~except when Section 13.2 applies.~~ PTO taken during such relief shall be paid at the higher rate when relieving vacancies lasting in excess of ~~ten (10)~~ five (5) working days. (For reference only – this text/section moved to Section 2.12).

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. 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 II's bidding on Wire Helper positions shall transfer to the Helper Wire 4th 6 months rate.

- b. 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.

- c. 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 ~~to all bidders by the~~

Supervisors through posting bid lists on bulletin boards by the Company or the Shop Steward.

d. 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 bidder 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.

e. 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.

f. 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 (TWOP). Interviews will be scheduled to occur during the employee's normal work shift to the extent practicable and will be paid by the Company.

f.g. Additional bidding rules for B-Group Employees are covered in Article XIII, Section 13.8.

2.22 Bid Denial

a. 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.

b. 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.

c. 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 Company shall consider the bids of Employees submitted as herein provided, but the Company may nevertheless make appointments to such vacancies on the basis of ability and personal qualifications.~~ the following classifications shall be selected by a process, mutually agreed upon between the Company and the Union.

1. 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. In addition to journey-level technical skills, the listed classifications require specific technical skills and/or leadership skills.

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 Technician I, II, III position will be expected to complete the requirements to progress to Technician IV. Upon completing all Technician requirements, the employee will be classified as a Foreman and paid at the Foreman rate.

b. 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 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 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 Layoffs

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

a. 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. 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 that 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. 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 lay-off 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.

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

Straight-time Base Upon the Completion of:	Severance Pay
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.

2. 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) 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 \$5,250. 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 30 days of the date of notification of layoff.

h. 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.

i. For the purpose of consistent administration of this Section 2.26, 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.

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. 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.

2.28 ~~If qualified, e~~ Employees laid off shall be rehired in order of their classification ~~Company~~ seniority. Such preference shall be confined to the classification group the Employee left or to that

group in which the Employee had previous experience.

2.29 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. 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 ~~and have given two (2) weeks' notice~~ 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 The Company will provide an allowance for expenses related to plugging in company vehicles. Employees required to take a company vehicle over ~~8,500~~ 12,000 pounds 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

per cent (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

The employment anniversary date referenced in this article is: (a) The first (1st) of the month of starting work for Employees who start work on the first (1st) through the fifteenth (15th) day of the month and (b) The first (1st) of the month following the month of starting work for Employees who start work on the sixteenth (16th) through the last day of the month.

3.2 Employee Responsibility

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. **Holidays - Recognized Days:** 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, Christmas Day, and during each calendar year a Personal Holiday in honor of Henry Miller, and a Personal Holiday. 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. Full-time Employees in the Customer Access Center (CAC) who work on a Company-designated Holiday will be paid the overtime rate for the actual hours worked in addition to eight (8) hours of holiday pay. Work shall not be scheduled for Holidays that can reasonably be done on other days.

b. Holidays - 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(d). Temporary Employees are not eligible for Personal Holidays.

c. Holidays - 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 defined scheduled workday both immediately preceding and immediately following the Holiday, except as provided in Section 3.3(e). Holidays falling during an Employee's disciplinary suspension will not be paid. 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. Temporary Employees

will be entitled to Company-recognized Holiday pay. Part-time Employees will be entitled to prorated Holiday pay, based on the Employee's recorded Full-Time Equivalent (FTE) at the time of the Holiday.

d. **Holidays - Scheduled Workday:** Employees who are requested to work on any Company-recognized Holiday will receive, in addition to the straight-time Holiday pay, the overtime rate for the hours actually worked, except when days are substituted in accordance with Section 3.3(a) or 3.3(g). 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. 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.

e. **Holidays - 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.

f. **Holidays - 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(g).

g. **Holidays - Day after Thanksgiving:** When an Employee must be scheduled to work the day after Thanksgiving to maintain adequate customer service, another day off prior to the end of the year may be scheduled with mutual agreement by supervisor.

h. Holidays - Full-Time Employees on Shifts Other than 8 Hours: If a full-time Employee works on a shift other than eight (8) hours in a workweek containing a Holiday, the Employee will be paid eight (8) hours of Holiday pay for the Company-recognized Holiday(s). If the Employee is scheduled to work the Company-recognized Holiday, they will be compensated for the time worked per Sections 2.4(a)(3) and 3.3(d), plus the Holiday pay. If the Employee is not scheduled to work on the observed Holiday, he/she may elect to take additional hours of Paid Time Off (PTO) or hours of leave without pay to constitute the 40-hour workweek. By mutual agreement, 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.

3.4 Paid Time Off (PTO)

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

Employees completing four (4) years of service as of July 1, 2007:

<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)

Employees having completed twenty-four (24) years of service as of July 1, 2007 are eligible to accrue to the maximum accrual rate of 3-4/12 days/month (40 days/year) upon completing twenty-nine (29) years of service. Employees earning 3-4/12 days/month (40 days/year) as of July 1, 2007, will be grandfathered at that rate of accrual.

Regular full-time Employees with fewer than four (4) years of service as of July 1, 2007:

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

<u>Length of Continuous Service</u>	<u>Paid Time Off Allowance</u>
<u>After completing 6 months</u>	<u>10 days (5 days earned, 5 days unearned)</u>
<u>After completing 1 year</u>	<u>1.6667 days/month (20 days/year)</u>
<u>After completing 10 years.....</u>	<u>2.0833 days/month (25 days/year)</u>
<u>After completing 19 years.....</u>	<u>2.25 days/month (27 days/year)</u>

b. Paid Time Off - Usage Approval: Employees will be required to obtain supervisory approval five (5) days in advance for absences other than illness or personal

emergencies.

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

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:

1. Employees with less than four (4) continuous years of service as of July 1, 2007, may carry over a maximum of twenty (20) days of PTO.
2. Employees with four (4) or more continuous years of service as of July 1, 2007, may carry over a maximum of seventy-five (75) days of PTO.

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

d. **Paid Time Off - Payout Upon Leaving:** Upon termination or retirement, accrued PTO benefits shall be paid out as a lump sum at one hundred percent (100%) of the Employee's current straight-time rate. ~~Employees may~~

~~be required to reimburse the Company for any amount of unearned PTO used prior to completing one (1) year of service.~~

e. **Paid Time Off - Vacation:** 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. 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 13.9.

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 the on-line system known as Employee Self Service (ESS). During the Employee's anniversary year, it shall be the responsibility of the Employee to timely request PTO in order for the Company to accommodate the request.

f. **Paid Time Off - Unscheduled:** 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.

g. **Paid Time Off - 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.

h. **Paid Time Off - Exclusions:** PTO shall not be paid for overtime or when Section 3.7 applies. Employees are not required to use PTO when Section 3.9, ~~or~~ 3.10, or 3.11 applies.

3.5 Disability Benefits - Short Term/Long Term

a. **Short Term Disability - Qualification:** The Short Term Disability (STD) program will provide wage continuation benefits on the first (1st) day of the month following the Employee's date of hire to Employees who are unable to

work due to illness or an accident. Family Medical Leave will run concurrently with STD where allowed by law.

To receive benefits under this program, the Employee must:

1. Submit a Time Loss Physician's Verification Report completed by any doctor recognized by the State Department of Labor and Industries, detailing the nature and date of disability and the anticipated length of absence; and
2. Participate in recovery programs as prescribed by Substance Abuse Professionals or licensed medical practitioner.

b. Short Term Disability - Coverage: For Employees hired after December 20, 2006, STD benefits will commence the thirty-first (31st) consecutive working day of absence due to a disability. This will apply to each occurrence during the Employee's first year of employment. For all other Employees, STD benefits will commence the fourth (4th) consecutive working day of absence due to a disability. 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 hire date. Benefits covered under Section 3.12 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. A subsequent new disability will require another waiting period, except 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) 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(c). Employees working shifts other than eight (8) hours will be converted to an eight hour day forty (40) hour work week equivalent.

c. Short Term Disability - 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(e) shall be used at one hundred per cent (100%) of base pay until exhausted.

During the STD benefit period, Employees will receive Holiday pay at eighty per cent (80%). 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.

For Employees who have exhausted the benefit maximum, the benefit renews when the following criteria are met: (a) 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.

Employees without Supplemental Short Term Disability will immediately transition from STD to Long Term Disability (LTD), if qualified. After exhausting their Sup-

plemental Short Term Disability, Employees will immediately transition to LTD, if qualified.

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.

d. Short Term Disability - Exclusions: 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.

e. Short Term Disability - 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(g) 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 the paragraph above, accrued PTO may be used to supplement the STD benefits to make up the difference between payments set forth in Section 3.5(g) 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.

f. Short Term Disability - 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.

g. Short Term Disability - Benefits Continuation: An Employee whose disability meets the criteria for the STD program may continue the benefits program under Sections 3.4 and 3.12 for the approved period of disability. The amount of the STD benefit shall be eighty per cent (80%) of the Employee's base pay rate.

h. 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:

- “Restricted work” is the short-term elimination of job functions the Employee is unable to perform due to the short-term medical restrictions.
- “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 transitional duty policy. ~~When transitional duty is an alternative work assignment not in the Employee’s regular department, the days of transitional duty will be counted as STD benefit days used for the purposes of determining STD benefits.~~

i. Long Term Disability (LTD): 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. The Company will provide premium subsidy for an LTD participant up to one hundred per cent (100%) of Employee-only medical ~~premium cost or fifty per cent (50%) of the Employee with Family medical cost based on the value of Regence Engage Medical Plan~~ and Basic Life Insurance premium for the following duration:

1. For Employees with fewer than ten (10) years of

service at approval of LTD leave, PSE will provide up to three (3) years' subsidy or until the Employee becomes eligible for disability-related Medicare, whichever comes first. Employment terminates upon Medicare eligibility or the end of the 3-year period, whichever comes first.

2. For Employees with ten (10) or more years of service at approval of LTD leave, the Company will provide subsidy until the Employee becomes eligible for disability-related Medicare, retirement, or age sixty-five (65), whichever comes first. Employment terminates upon Medicare eligibility, retirement, or age sixty-five (65), whichever comes first.

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 an allowance equal to the difference between eighty per cent (80%) of their regular straight-time wages at the time of the Employee's industrial illness or injury, and the amount of any State or Federal compensation. The Company will continue to pay eighty per cent (80%) of the Employee's regular straight-time wages, less any State or Federal compensation, for a total of two hundred sixty (260) working days, 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 outside of 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 to fewer than seven (7) days 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. 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.
- d. Positions vacated by such leaves may be filled by the Company without bidding utilizing qualified regular, temporary, or casual Employees.
- e. 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.
- f. While on personal leave of absence, Employees are not entitled to receive PTO, STD, or, except as provided in Section 3.3(e), 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 13.10. Nothing in this article shall preclude an employee from using accrued PTO in such circumstances.

3.910 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 fifteen (15) 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.

3.4011 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.

3.4112 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.

3.4213 Health and Welfare Plan

a. The Company will provide a monthly benefit contribution to all full-time and part-time regular Employees. Benefits will begin the first (1st) of the month following date of hire.

b. Effective January 1, 2011 through December 31, 2015, and every January thereafter during the term of this contract, the Company will make a Flexible Benefit contribution on behalf of each bargaining unit Employee based on the medical coverage selection chosen by the Employee for the Flexible Benefit Program Core Plans. The Flexible Benefit contribution for Employees that Opt Out of medical and dental benefits is One Hundred Eighty-Five Dollars (\$185) per month.

During the period January 1, 2011 through December 31, 2015, Core Plans are defined as:

1. Medical: Group Health Options
2. Dental: Washington Dental Service (WDS) High Options

The Company will provide a Flexible Benefit contribution

based on the cost of the Core Plans as follows:

1. Medical and Dental
 - i. 95% of Employee only (EE)
 - ii. 85% of Employee with family (EF)

c. Effective January 1, ~~2011–2016~~ and every January thereafter during the term of this contract, the Company will make a Flexible Benefit contribution on behalf of each bargaining unit Employee based on the medical coverage selection chosen by the Employee for the Flexible Benefit Program Core Plans. ~~The Flexible Benefit contribution for Employees that Opt Out of medical and dental benefits is One Hundred Eighty-Five Dollars (\$185) per month.~~

~~Effective January 1, 2016 and During~~ during the remainder of the term of this contract, Core Plans are defined as:

1. Medical: ~~Regence Engage, highest deductible plan at the time of ratification~~ Group Health Options
2. Dental: Washington Dental Service (~~Delta Dental WDS~~) at time of ratification High Options

The Company will provide a Flexible Benefit contribution based on the cost of the Core Plans as follows:

- ~~1. Medical and Dental~~
 - ~~i. 95% of Employee only (EE)~~
 - ~~ii. 85% of Employee with family (EF)~~

~~For employees enrolled in employee only medical coverage, the Company contributions will be as follows:~~

- ~~• 2016—80% of the cost of Core Plans~~
- ~~• 2017—80% of the cost of Core Plans~~

For employees enrolled in family medical coverage, the Company contributions will be as follows:

- 2016—80% of the cost of Core Plans
- 2017—80% of the cost of Core Plans

Employees enrolled in a company medical plan who complete Wellness Plan requirements are eligible for Wellness credits of \$30.00 per month in 2016. Also effective in 2016, an employee enrolled in family coverage will be eligible to receive an additional Wellness credit of \$30.00 per month if the employee's spouse or domestic partner, who is covered on PSE's plan, completes the Wellness Plan 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 \$30 per month Wellness credit, if the employee has completed the Wellness Plan requirements.

Effective January 1, 2017, employees enrolled in a company medical plan who complete Wellness Plan requirements are eligible for Wellness credits of \$40.00 per month. Also effective in 2017, an employee enrolled in family coverage will be eligible to receive an additional Wellness credit of \$40.00 per month if the employee's spouse or domestic partner, who is covered on PSE's plan, completes the Wellness Plan 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 \$40 per month Wellness credit, if the employee has completed the Wellness Plan requirements.

Employee Opt-Out: For employees opting out of a company medical plan, the Company will offer a fixed amount of Flexible Benefit contribution in 2016 equal to \$156.85 per month for a full-time, regular employee.

Employees opting out of a Company medical plan who complete Wellness Plan requirements are also eligible for Wellness credits of \$30.00 per month in 2016.

Including the Wellness credits, a regular full time employee opting out of a medical plan in 2016 will receive \$186.85 per month.

Effective January 1, 2017, for employees opting out of a company medical plan, the Company will offer a fixed amount of Flexible Benefit contribution in 2017 equal to \$156.85 per month for a full-time regular employee.

Employees opting out of a Company medical plan who complete Wellness Plan requirements are also eligible for Wellness credits of \$40.00 per month in 2017.

Including the Wellness credits, a regular full time employee opting out of a medical plan in 2017 will receive \$196.85 per month.

If an employee and their spouse or domestic partner both work for the Company, the maximum Wellness credit are \$30.00 per month each for 2016 and \$40.00 per month each for 2017.

- d. **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.
- e. With the menu-style plan comes pre-tax flexible reimbursement accounts and pre-tax premiums.
- f. An optional Accidental Death and Dismemberment coverage plan will be available through the menu-style plan.
- g. The Joint Health and Welfare Committee shall continue to participate in plan design, cost allocation, and other issues that may come to their attention regarding the Health and Welfare Plan. 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. The Company will administer the Wellness Program and determine the requirements to be completed by the employee (and as applicable, employee's spouse or domestic partner) in order to receive Wellness Credits.
- h. **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. ~~Prior to such change in~~

~~carriers,~~ The Union shall be notified thirty (30) days in advance of any change.

- i. **Benefit Continuation:** Should an Employee die, the surviving spouse and/or dependents currently covered under the medical plan may continue medical coverage, and the Company will pay ninety per cent (90%) of COBRA medical premium for a period not to exceed the earlier of the following:
1. ~~Twelve (12)~~ Eighteen (18) months
 2. When the spouse 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. For example:
- Anne earns \$50,000 and elects to contribute 6% of pay (\$3,000) to the 401(k) plan. Anne will also receive a matching contribution of 100% of the first 3% of pay she contributes (\$1,500) and 50% of the next 3% (\$50,000 x 3% x 50% = \$750), for a total vested matching contribution of \$2,250.

- Joe earns \$40,000 and elects to contribute 4% of pay (\$1,600). Joe will also receive a matching contribution of 100% of the first 3% he contributes (\$1,200) and 50% of the next 1% ($\$40,000 \times 1\% \times 50\% = \200) for a total vested matching contribution of \$1,400.

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.

- In the examples above, Anne would receive an additional employer contribution of \$2,000 and Joe would receive an additional \$1,600, unless they elect the Cash Balance benefit in paragraph C.

c. New hires would not participate in the Retirement Program unless a new hire makes 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 contribution are vested immediately per Section 3.13:

a. 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

b. 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 per cent (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.

~~The Company contributions are vested immediately.~~

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.

3.13 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.

~~Eligible Employees hired after ratification will be offered a Cash Balance defined benefit pension plan. Those Employees will remain in the Cash Balance Plan and will receive 401(k) benefits under Section 3.14(b).~~

~~Eligible Employees with fewer than five (5) years of credited service as of July 31, 2010 will have their Final Average Earnings (FAE) plan converted to a Cash Balance Plan effective December 1, 2010, and all new Company contributions will be made to the Cash Balance Plan. Those Employees will remain in the Cash Balance Plan and will be eligible to receive 401(k) benefits~~

~~under Section 3.14(b).~~

~~Eligible Employees with five (5) or more years of credited service as of July 31, 2010 will be given a choice to either:~~

~~a. Have their current FAE plan benefit converted to a Cash Balance Plan effective December 1, 2010 and have all new Company contributions made to the Cash Balance Plan. Those Employees will remain in the Cash Balance Plan and will be eligible to receive 401(k) benefits under Section 3.14(b), or~~

~~b.a. Remain on the FAE plan and e~~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: 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~~ 3.13(a).

b. Employees hired or rehired after ratification would 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 3.13.

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.

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.

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.

3.4516 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.

3.4617 Life Insurance

Basic Life insurance coverage equal to one half (1/2) 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.

3.4718 The benefit plans described in Sections 3.5, 3.12, 3.13, 3.14, 3.15 and 3.16 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 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 at any time as long as safety regulations are not violated and any incidental work that may be required.

5.4 The Company may establish such shifts as are necessary to provide adequate public utility service.

5.5 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 per cent (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 and Service Distribution Inspector Employees

6.1 Preference for Service Distribution Inspector's positions in the Service Department shall be given to such qualified Journey-Level Workers as Service Linemen, Journey-Level Linemen, Service Dispatchers, or Meter Journeymen.

6.2

- 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.

ARTICLE VII

Working Rules for Substation and Relay Employees

7.1 This article applies to substation and relay Employees.

7.2 When three (3) or more Employees, two (2) of whom are Journey-Level Workers, are working on one (1) 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 When three (3) or more Employees, one of which 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" 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 Substation Inspectors shall perform switching in transmission substations when available. Wiremen, Substation Inspectors, and Relay Technicians ~~Meter-Relaymen~~ 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 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.

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

7.8 In awarding Wire Foremen, Lead Relay Technician and Relay Technician Trainee I-IV jobs, the Company will select the senior-qualified bidder per Article 2.23.

7.9 ~~Meter~~/Relay Technician bids will be awarded to Journey-Level Wiremen in the Substation and Relay classification group.in the following order:

a. ~~Journey-Level Wiremen in the Substation and Relay classification group as of June 30, 1993.~~

b. ~~Journey-Level in the meter classification group as of June 30, 1993.~~

c. ~~Journey-Level Wiremen or Metermen (on an equal basis) after June 30, 1993.~~

ARTICLE VIII

Working Rules for Meter Employees

8.1 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, Protective Equipment Tester, ~~Apprentice Meterman, Meter Tester I and II, Lead Customer Field Representative, Customer Field Representatives I and II, and Helper Meter/Transformer.~~

8.2 When three (3) or more Meter Employees, two (2) of whom are Journey-Level Workers, are working on one (1) 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 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)

A Meter LMTC will be formed and will be comprised of ~~four (4)~~^{five (5)} IBEW-represented Employees and ~~four (4)~~^{five (5)} 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 and Meter Tester 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.
 - i. 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 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:

It is the understanding and agreement that 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.

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 When three (3) or more Employees, two (2) of whom are Journey-Level Workers, are working on one 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** When bidding Foreman Positions, qualified bidders will be prioritized in the following order:~~

- ~~1. Foreman~~
- ~~2. Senior Communications Technician I~~
- ~~3. Senior Communications Technician II~~
- ~~4. Communications Technician~~

9.32 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 reach, it will be referred to the~~

Union and Labor Relations for resolution.

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

9.4 When bidding Foreman Positions, ~~qualified bidders~~ the Company will select the bidder per Article 2.23. will be prioritized in the following order:

1. Foreman
2. Senior Communications Technician I
3. Senior Communications Technician II
4. Communications Technician

ARTICLE X

Working Rules for System Operation 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 day shift position must hold the classification of "System Operator V." If there are no eligible bidders, the Lead System Operator day shift 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.

~~d. By mutual agreement between the Company and the Union, straight-time shifts of twelve (12) hours may be established.~~

e. All System Operators may be required to stand a shift alone after completing the 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. Objective. By mutual agreement between the Company and the Union, shifts of twelve (12) hours may be established for System Operators under the terms of the Collective Bargaining Agreement Section 10.2 (d).

b. 12-Hour Shift Schedule Agreement Provision. All provisions of the Collective Bargaining Agreement will prevail unless specified otherwise. This shift schedule will 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 10.3(c).

c. Cancellation Clause. Either the Company or the Union can withdraw the 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 12-hour shift.

d. 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 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 the existing Collective Bargaining 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

e. Holidays. Employees assigned to work on the 12-hour shift schedule will earn those holidays as provided for in the Collective Bargaining Agreement Section 3.3. Such employees assigned to work a 12-hour shift on a recognized Company Holiday will receive 8 hours of straight time pay for actual hours worked on the Holiday.

f. Personal Holiday. Personal Holidays will be administered

according to the Collective Bargaining Agreement. If an employee is scheduled for a 12-hour shift, and wishes to use their Personal Holiday of 8 hours, an additional four (4) hours of PTO or four (4) hours of time without pay to complete the 12-hour shift.

g. Paid Time Off. One (1) day allotted for PTO equals eight hours, per Section 3.4 of the Collective Bargaining Agreement. 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 12-hour shift using PTO will be charged twelve (12) hours of PTO.

h. 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 12-hour shift. STD benefits will be based on eight (8) hours, five (5) day work week. STD shall be administered in accordance with the Collective Bargaining Agreement.

i. Overtime Pay. The overtime pay provisions, as specified in Section 2.4 of the Collective Bargaining Agreement, will apply for hours worked outside a regularly scheduled 12-hour shift except as follows:

1. 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 (1 1/2x) pay for those hours worked over forty (40) on their regularly scheduled work period. These one and one-half hours shall apply to the overtime hours ceiling as outlined in Collective Bargaining Agreement, Section 2.4(a)(4).

j. Meals. Meal allowance will be as provided for in Section 2.5 of the Collective Bargaining Agreement. Those employees scheduled to work overtime up to and including a 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.

k. 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.

10.3-4 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 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 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 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.

10.4-5 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 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 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 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 6-month intervals until passed. An opportunity will be provided for re-examination at approximately thirty (30) days after any failed 6-month examination. When the last 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 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. System Operator will be demoted in level and pay to the preceding level and the rules of that level prevail.

10.5-6 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.

10.6-7 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 that 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 that 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 Article 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 applicable hourly rate of pay for all hours assigned to perform the job duties of Switching Coordinator.
2. Article 2.15, Travel and Company Headquarters, shall apply when an employee is assigned to a Switching Coordinator role away from their regularly assigned headquarter.

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 of the CBA.
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 60-day period, the SOT-D may bid other alternative vacancies. If within the 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 90-day trial period in 10.4(b) of the CBA begins when the employee starts the position. When entering the System Operator Training Program from the SOT-D position, the provisions of 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 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 a 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 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 Employees shall have the ~~privilege of opportunity for~~ rotating shifts, provided it does not interfere with the operations of the Company or increase its operating expenses.

11.4 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 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 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 When three (3) or more Employees, two (2) of whom are Journey-Level Workers, are working on one 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 which is a Journey-Level Worker, are working on a 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 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 The Labor/Management Training Committee (LMTC) shall be made up of four (4) Management and four (4) Union-represented Employees. Any Employee may request an LMTC review. All requests must be made in writing to the Manager of Labor Relations and the Union.

The LMTC will be used to make recommendations on how to resolve conflicts relating to technical training, job proficiency, or classification advancement.

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 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.

11.11 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.

11.12 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 estab-

lished for 24/7 operating facilities. ~~Any generating facilities hereafter referred to by "facilities" added to PSE would be governed by this agreement.~~ 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. **Shift 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~~ ~~A single shift schedule was selected for use at all generating facilities by a majority vote in April 2010. The shift schedule selected will~~ remain in ~~force effect~~ unless it is mutually agreed by the Union and the Company to change the selected shift schedule except as provided for in Section 11.12(b)(2).
2. **Cancellation Clause:** Either the Company or the Union can withdraw the 12-Hour Shift Schedule for all facilities and return to an 8-hour shift schedule. A 60-day written notification must be submitted by the party who wants to return to an 8-hour shift schedule. Any threat to the safety of personnel or equipment shall be cause for immediate cancellation of the 12-Hour Shift Schedule.
3. **Shift Schedule Selected:** The shift schedule selected in April 2010 is contained in Section 11.12(c).

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 11.12 d) 3), Shift Schedules.

Changing between Schedules A, A-1 and B:

For each location covered by the provisions of Article 11.12, Twelve Hour Shift Work Rules for Generation Facilities, the Company will designate the following:

- a. Whether Schedules A, A-1 or B is in use, and
- b. 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:** ~~Workweek for all 12-hour operations will be 6:00 a.m. Monday to 5:59 a.m. the following Monday. 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

to the overtime rate for actual hours worked on the Holiday.

2. **Personal Holiday:** Personal Holiday will be administered according to the Collective Bargaining Agreement. If an Employee is scheduled for a 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 12-hour shift.

3. **Paid Time Off:** One (1) day allotted for PTO equals eight (8) hours, per Section 3.4 of the Collective Bargaining Agreement. 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, a person scheduled for 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 12-hour shift. STD benefits will be based on an 8-hour five (5) day workweek. STD shall be administered in accordance with the Collective Bargaining Agreement.

f. Overtime

1. **Overtime Pay:** The overtime pay provisions, as specified in Section 2.4 of the Collective Bargaining Agreement, will apply for hours worked outside a regularly scheduled 12-hour shift except as follows:

~~i. All scheduled overtime on days identified as “Saturdays” will be paid at the overtime rate for the entire 12-hour shift. This overtime shall apply to the overtime hour ceiling as outlined in Collective Bargaining Agreement Section 2.4(a)(5).~~

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 (1-1/2x) pay for those hours worked over forty (40) on their regularly scheduled work period; ~~however, these~~ one and one half time (1-1/2x) hours shall ~~not~~ apply to the overtime hours ceiling as outlined in Collective Bargaining Agreement Section 2.4(a)(~~5~~).

ii. Employees working 12-hour rotating shifts will be paid for actual time worked for shift change and will be paid per the Collective Bargaining Agreement 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 18-hour work limitation for Employees assigned to work on the 12-Hour Shift

Schedule. The Company will make every reasonable attempt to limit consecutive 18-hour shifts.

~~3. **Weekends Identified:** "Saturdays" are defined as the first day off and the last day off of a normally scheduled set of days off. All other days off are "Sundays."~~

3. Qualified Technicians: 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 it can be done on a straight-time basis or after one (1) overtime shift followed by straight-time. This will supersede Section 11.4 of the Collective Bargaining Agreement.

~~g.~~

1. Meals: Meal allowance will be as provided for in Section 2.5 of the Collective Bargaining Agreement. Those Employees scheduled to work overtime up to and including a 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 Allowances: 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. The requirement for the Thermal Resources employees to the following job classifications to hold and maintain a valid Commercial Driver's License is removed:

- 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.

11.13 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:

1. Length of service in Helper-Wire classification;
2. Length of service in other Pathway to Apprenticeship positions, and
3. 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:

1. Length of service in Helper-Combustion Turbine classification;
2. Length of service in Helper-Hydro classification;

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.

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:

1. Length of service in Helper-Hydro classification;
2. Length of service in Helper-Combustion Turbine classification;
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.

12.19 Apprentice—Line

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

1. Length of service in Helper-Line classification;
2. Length of service in other Pathway to Apprenticeship positions; and
3. 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 Section 15.4, Schedule B.

13.2 Employees temporarily assigned to higher classifications, shall receive not less than One and ~~25~~75/100 Dollars (~~\$1.25~~1.75) per hour in addition to their rate of pay or the bid rate of the higher classification, whichever is greater, for actual time worked. Employees assigned as multi-lingual agents at the Customer Access Center (CAC) shall receive One and ~~25~~75/100 Dollars (~~\$1.25~~1.75) per hour in addition to their rate of pay. Employees designated as multi-lingual agents in other departments shall receive One and ~~25~~75/100 Dollars (~~\$1.25~~1.75) per hour in addition to their 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 job 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 is 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 new date.

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 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 15.4, Schedule B. Actual wage rates will be paid in accordance with Section 15.2 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 in accordance to Section 2.23, Grade 9 or above 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 Section 2.23 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. This 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: 90% and above, 80-89.9%, and below 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 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 Credit,~~ 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). ~~would schedule vacation~~

~~time in full-week blocks (four days for those working a four 10-hour day workweek and five days for everyone else) in order of company seniority and the allotment below.~~

~~i.1.~~ Employees with ten (10) years or more of company seniority can block out three (3) weeks.

~~ii.2.~~ Employees with fewer than ten (10) years of company seniority can block out two (2) weeks.

~~At the end of Round One, Employees will receive confirmation and status of selected dates off.~~

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.

~~e.~~ Round Three: Employees may schedule all remaining time in order of company seniority. ~~that the Employee has left over after Round Two.~~

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

All requests will be approved as individual dates.

Extenuating circumstances will be considered in Round One 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.

~~Employees choosing a vacation week which contains one (1) or two (2) Company Holidays (i.e., signing up for only three or four days instead of a five-day block) must select another time slot for the remaining days. 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 reschedule those days prior to Round Three.~~

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.

13.10 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

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:

i. Protected Absences: Absences protected by a leave or disability law that has been medically certified and has been documented following the Leaves Department reporting requirements.

ii. 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.

i. Tracking Occurrences: An occurrence can be a single instance of absence or consecutive days of absence as illustrated in the chart below.

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

Attendance Reliability Thresholds: 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.

13.4011 Seasonal Customer Service Workers

a. Individuals may be hired as temporary Employees to perform basic clerical and phone functions during the

Company's peak season, normally September through March.

- b. No temporary Employee shall work more than seven (7) continuous months without mutual agreement between the Company and the Union.
- c. For bidding purposes only, Seasonal Customer Service Workers shall accrue group seniority for all time worked unless there is a break in employment of more than twelve (12) months. Bids will only be considered when Employees are on active status.

13.4412 Working Rules for Customer Access Center Employees

a. At Home Agents (AHA)

~~1. At Home Agents contracted prior to August 17, 2006 will continue to work their current schedule unless the Employee and the Company agree to a change in their currently scheduled shift.~~

~~2. At Home Agents contracted after August 17, 2006 will be scheduled to work a shift based on operational needs which may include an extended lunch break. Agents will not be scheduled to work more than five (5) consecutive hours either before or after their lunch period for their regular work schedule.~~

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 CSRI's, CSRII's, 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 ~~except PTO, which will be based on hours worked.~~

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 I's, CSR II's, 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 3-hour break, and four (4) hours of work will be scheduled in the afternoon.

2. Hours worked after the 3-hour break will be paid at the straight-time rate plus the shift differential as provided for in Section 2.2(f).

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 a representative of the Labor Relations Department 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 a representative of the Labor Relations Department, 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 15.4, 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 15.4 shall apply even if ratification occurs during the month subsequent to presentation for vote. Once ratified, ~~the wage and salary schedules effective upon ratification shall apply~~ through March 31, ~~2014-2017~~ for Employees covered by this Agreement shall be as set forth in Section 15.4, 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.

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.

General Wage Increase:

<u>As provided above:</u>	<u>2.00 6.00%</u>
<u>April 1, 2011:</u>	
<u>January 1, 2016</u>	<u>2.50 2.75%</u>
<u>April 1, 2013:</u>	

Section 15.4, Schedules A & B wages are effective as provided in Section 15.1 upon ratification.

Labor/Management Committees will be convened no later than thirty (30) days after ratification to discuss job design, wages, performance management and evaluations in the Customer Service classifications, pay and amendments to job responsibilities and job descriptions in the Biological Technician and Meter Relay Technician classifications.

A Labor/Management Committee will be convened within sixty (60) days of ratification 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 amplify on job requirements and expectations to support the changes to grade levels for Electric GIS 1, 2 and 3 classifications and Gas GIS 1, 2 and 3 classifications. The Labor/Management negotiations will address defining proficiency standards to reflect consistent high accuracy and productivity; developing and clarifying testing; determining classification seniority; and developing plans for supporting staff to achieve new requirements. Employees who meet the new requirements shall move to the same step in the new grade as their current step. Verification that employees have attained two (2) years at top step Engineering Mapping Technician 2 shall occur through Human Resources records.

Within 30 days of ratification, the Company shall post bids for one Electric GIS 3 position and one Gas GIS 3 position.

The Operating Clerk title will be changed to Operating Support Specialist after ratification.

During 2016, the Company shall pay a total of \$500.00 to each

employee provided that: 1) the employee worked in a covered classification as of December 31, 2014, and 2) the pay rate of the classification was less than \$33.00/hour as of December 31, 2014. Payment shall be made in 24 equal payments and shall coincide with 2016 pay dates.

PSE shall pay \$250.00 to each EP journey worker who worked a 12-hour shift as the fourth day of their defined work week on November 28, 2013 (Thanksgiving Day).

IBEW agrees to withdraw with prejudice all pending unfair labor practices and the pending arbitration on the subject of 12-hour shift overtime/holiday pay. (FCMS Case No. 140613-02563-6)

The Union and the Company agree that for six years from ratification or for two successive negotiations cycles, 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.

15.2 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 15.4, 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) apply.

15.3

- 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 or Building Serviceman~~ 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

15.4

- 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 15.3 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	Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016
Increase		6.0%	2.75%
ELECTRIC FIRST RESPONSE			
Svc Lineman I		\$45.45	\$46.70
Svc Lineman II		\$47.23	\$48.53
Electric Dispatcher		\$42.22	\$43.38
SUBSTATION AND RELAY			
*Heavy Wire Crew Foreman		\$51.34	\$52.75
Shuffleton Shop & Yard Foreman		\$51.34	\$52.75
Wireman Foreman		\$50.19	\$51.57
*Lead Wireman		\$46.36	\$47.64
Wireman		\$44.15	\$45.36
Substation Inspector		\$47.23	\$48.53
Equipment Operator Wire		\$35.61	\$36.58
e/b PTA/Wire Helper			
1st 6 months		\$15.27	\$15.69
2nd 6 months		\$18.29	\$18.79
3rd 6 months		\$21.38	\$21.97
4th 6 months		\$24.43	\$25.10
5th 6 months		\$27.46	\$28.22
6th 6 months		\$28.99	\$29.79
after 3 Years		\$30.51	\$31.35
e/b Apprentice Wireman			
1st 6 months	75%	\$33.11	\$34.02
2nd 6 months	78%	\$34.44	\$35.39
3rd 6 months	80%	\$35.32	\$36.29
4th 6 months	83%	\$36.64	\$37.65
5th 6 months	85%	\$37.52	\$38.55
6th 6 months	87%	\$38.42	\$39.47
7th 6 months	90%	\$39.74	\$40.84
8th 6 months	92%	\$40.62	\$41.74
Shuffleton Equip & Tools Specialist		\$35.61	\$36.58
Classification Title	% of Journey Rate	Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016
Meter/Relay Technician Trainee I		\$46.02	\$47.28

Meter/Relay Technician Trainee II			\$47.79	\$49.10	
Meter/Relay Technician Trainee III			\$49.55	\$50.91	
Meter/Relay Technician Trainee IV			\$51.32	\$52.73	
Meter/Relay Tech V—Relay Technician			\$53.08	\$54.54	
Lead Relay Technician			\$57.94	\$59.53	

METER EMPLOYEES

Lead Meter Technician			\$50.78	\$52.17	
Meter Foreman			\$50.08	\$51.46	
Advanced Metering Specialist			\$50.08	\$51.46	
Meter Tech			\$47.21	\$48.51	
Meter Technician Trainee Step II			\$46.36	\$47.63	
Meter Technician Trainee Step I			\$45.03	\$46.27	
Journeyman Meterman			\$44.15	\$45.36	
Protective Equipment Tester			\$44.15	\$45.36	
e/b Apprentice Meterman					
1st 6 months	75%		\$33.11	\$34.02	
2nd 6 months	78%		\$34.44	\$35.39	
3rd 6 months	81%		\$35.76	\$36.74	
4th 6 months	84%		\$37.09	\$38.11	
5th 6 months	88%		\$38.85	\$39.92	
6th 6 months	92%		\$40.62	\$41.74	
Meter Tester I			\$28.29	\$29.07	
Meter Tester II			\$35.11	\$36.07	
e/b Helper Meter-Transformer					
1st 6 months			\$15.51	\$15.93	
2nd 6 months			\$17.73	\$18.22	
3rd 6 months			\$20.82	\$21.39	
4th 6 months			\$24.45	\$25.13	
After 2 Years			\$28.57	\$29.35	

Head Transformer			\$37.77	\$38.81	
Transformer			\$32.38	\$33.27	

Customer Service Field Lead			\$37.41	\$38.44	
Customer Field Rep I			\$22.18	\$22.79	
Customer Field Rep II			\$29.18	\$29.98	

SYSTEM OPERATIONS

System Operator/Trainee			\$39.79	\$40.88	
System Operator I			\$41.45	\$42.59	
System Operator II			\$42.70	\$43.88	
System Operator III			\$44.36	\$45.58	
System Operator IV			\$45.98	\$47.24	
System Operator V			\$47.67	\$48.98	
Lead System Operator Day			\$50.19	\$51.57	

Classification Title	% of Journey Rate	Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016
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COMMUNICATIONS

Comm Tech Foreman			\$50.40	\$51.79	
Sr Comm Tech I			\$47.11	\$48.40	
Sr Comm Tech II			\$48.72	\$50.06	
Comm Tech 1st 2 Years			\$43.33	\$44.52	
Comm Tech After 2 Years			\$45.50	\$46.75	
Comm Tech Class B			\$41.44	\$42.57	
Interference Locator			\$41.44	\$42.57	
Comm Tech Trainee					
1st 6 months	75%		\$32.50	\$33.39	
2nd 6 months	78%		\$33.80	\$34.73	
3rd 6 months	80%		\$34.66	\$35.62	
4th 6 months	83%		\$35.97	\$36.95	
5th 6 months	85%		\$36.82	\$37.84	
6th 6 months	87%		\$37.70	\$38.74	
7th 6 months	90%		\$39.01	\$40.08	
8th 6 months	92%		\$39.87	\$40.96	

Communications Repairman			\$34.79	\$35.75	
e-Helper Communications					
1st 6 months					
2nd 6 months					
3rd 6 months					
4th 6 months					
After 2 Years					

ENERGY PRODUCTION

Biological Technician Fish & Wildlife Specialist I			\$20.97	\$21.54	
Biological Technician Fish & Wildlife Specialist II			\$23.47	\$24.11	
Biological Technician Fish & Wildlife Specialist III			\$27.46	\$28.22	
Headworks Attend-Flume Patrol					
ICE I			\$43.33	\$44.52	
ICE II			\$44.60	\$45.83	
ICE III			\$46.35	\$47.63	
ICE IV			\$48.72	\$50.06	
ICE V			\$49.85	\$51.22	

CT/Hydro Tech I					
CT/Hydro Tech II					
CT/Hydro Tech III					
CT/Hydro Tech-Foreman IV			\$50.19	\$51.57	
EP Lead			\$45.51	\$46.76	
EP Operator			\$44.60	\$45.83	
EP Journeyworker E/M/CT			\$43.33	\$44.52	

Classification Title	% of Journey Rate		Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016	
e/b Apprentice Energy Prod E/M/CT					
1st 6 months	75%		\$32.50	\$33.39	
2nd 6 months	78%		\$33.80	\$34.73	
3rd 6 months	80%		\$34.66	\$35.62	
4th 6 months	83%		\$35.97	\$36.95	
5th 6 months	85%		\$36.82	\$37.84	
6th 6 months	87%		\$37.70	\$38.74	
7th 6 months	90%		\$39.01	\$40.08	
8th 6 months	92%		\$39.87	\$40.96	
e/b EP Helper					
1st 6 months			\$15.27	\$15.69	
2nd 6 months			\$18.29	\$18.79	
3rd 6 months			\$21.38	\$21.97	
4th 6 months			\$24.43	\$25.10	
5th 6 months			\$27.46	\$28.22	
6th 6 months			\$28.99	\$29.79	
After 3 Years			\$30.51	\$31.35	
EP Equipment Operator			\$35.61	\$36.58	
e/b Temporary Helper/Worker					
1st 6 months			\$15.27	\$15.69	
2nd 6 months			\$18.29	\$18.79	
3rd 6 months			\$21.38	\$21.97	
STORES					
Storekeeper			\$37.35	\$38.38	
Environmental Coordinator			\$35.74	\$36.73	
Warehouse I			\$27.25	\$28.00	
Warehouse II			\$29.85	\$30.67	
Warehouse III			\$32.27	\$33.15	
e/b Warehouse IV			\$34.13	\$35.07	
FLEET					
Fleet Equipment Operator					
Drayage Driver			\$34.98	\$35.94	
BUILDING SERVICES					
Janitor-Leadman			\$26.54	\$27.27	
e Janitor					
1st 6 months			\$15.51	\$15.93	
2nd 6 months			\$17.73	\$18.22	
3rd 6 months			\$19.80	\$20.35	
4th 6 months			\$22.82	\$23.45	
Facilities Attendant					
1st 6 months			\$15.51	\$15.93	
2nd 6 months			\$17.73	\$18.22	
After 1 Year			\$19.80	\$20.35	
Building Maintenance Foreman					

Classification Title	% of Journey Rate		Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016	
E Building Serviceman					
Step 1					
Step 2					
Step 3					
Step 4					
Step 5					
Step 6					

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	% of Journey Rate		Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016	
Increase			6.0%	2.75%	
Typist	1	1	\$12.25	\$12.59	
		2	\$13.13	\$13.49	
		3	\$14.08	\$14.46	
		4	\$15.08	\$15.50	
		5	\$16.12	\$16.57	
Conservation Accounting Clerk	2	1	\$13.24	\$13.60	
General Clerk		2	\$14.16	\$14.55	
Messenger		3	\$15.20	\$15.62	
Telephone Operator		4	\$16.29	\$16.74	
		5	\$17.38	\$17.86	
Cash Clerk	3	1	\$14.31	\$14.70	
Closed Accounts Credit Clerk		2	\$15.31	\$15.73	
Customer Service Clerk		3	\$16.41	\$16.86	
Key Entry Operator		4	\$17.61	\$18.09	
		5	\$18.80	\$19.32	
Conservation Service Clerk	4	1	\$15.44	\$15.87	
Senior Cash Clerk		2	\$16.56	\$17.01	
		3	\$17.74	\$18.23	
		4	\$18.94	\$19.46	
		5	\$20.32	\$20.88	
Engineering Aide	5	1	\$16.67	\$17.13	
Stenographer		2	\$17.42	\$17.89	
		3	\$18.27	\$18.78	
		4	\$19.13	\$19.66	
		5	\$20.03	\$20.58	
		6	\$20.99	\$21.57	
		7	\$21.95	\$22.56	

Classification Title	% of Journey Rate		Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016	
Accounting Clerk	6	1	\$18.01	\$18.50	
Contract Control Clerk		2	\$18.85	\$19.37	
Customer Service Rep I		3	\$19.75	\$20.29	
e/b Meter Reader		4	\$20.65	\$21.22	
Reconciliation Clerk		5	\$21.61	\$22.21	
		6	\$22.64	\$23.26	
		7	\$23.74	\$24.40	
Chief Telephone Operator	7	1	\$19.43	\$19.96	
Phototypesetting Operator		2	\$20.37	\$20.93	
		3	\$21.32	\$21.90	
		4	\$22.32	\$22.94	
		5	\$23.36	\$24.00	
		6	\$24.45	\$25.13	
		7	\$25.61	\$26.31	
Conservation Service Rep	8	1	\$21.02	\$21.60	
Engineering Mapping Technician I [moved to grade 9]		2	\$21.94	\$22.55	
Operating Support Specialist		3	\$23.03	\$23.67	
Reprographics Coordinator		4	\$24.07	\$24.73	
		5	\$25.22	\$25.91	
		6	\$26.43	\$27.15	
		7	\$27.61	\$28.37	
Customer Construction Rep	9	1	\$22.67	\$23.30	
Customer Service Rep II		2	\$23.77	\$24.42	
Senior Stores Support Specialist		3	\$24.89	\$25.57	
Engineering Mapping Technician I Electric GIS Technician 1 Gas GIS Technician 1		4	\$26.04	\$26.76	
		5	\$27.26	\$28.01	
		6	\$28.51	\$29.30	
		7	\$29.84	\$30.66	
Engineering Mapping Technician II [moved to grade 11]	10	1	\$24.50	\$25.17	
Senior Conservation Service Clerk		2	\$25.65	\$26.36	
Senior Operating Support Specialist		3	\$26.87	\$27.61	
		4	\$28.08	\$28.85	
		5	\$29.38	\$30.19	
		6	\$30.80	\$31.65	
		7	\$32.27	\$33.15	

Classification Title	% of Journey Rate		Wage Rate 04/01/2011 (see 15.1)	Wage Rate 04/01/2012 01/01/2016	
Financial Information Tech	11	1	\$26.45	\$27.17	
Senior Print & Stat. Clerk		2	\$27.69	\$28.45	
Senior Customer Construction Rep		3	\$29.03	\$29.83	
Senior Corporate Billing Rep		4	\$30.36	\$31.19	
Engineering Mapping Technician II Electric GIS Technician 2 Gas GIS Technician 2		5	\$31.79	\$32.66	
		6	\$33.31	\$34.22	
		7	\$34.84	\$35.80	

Engineering Mapping Technician III [moved to grade 13]	12	1	\$28.57	\$29.35	
Lead Customer Construction Rep		2	\$29.92	\$30.75	
Lead Customer Service Rep		3	\$31.32	\$32.18	
Lead Corporate Billing Rep		4	\$32.82	\$33.72	
		5	\$34.34	\$35.29	
		6	\$35.96	\$36.94	
		7	\$37.63	\$38.66	

Accountant	13	1	\$30.86	\$31.71	
Engineering Mapping Technician III Electric GIS Technician 3 Gas GIS Technician 3		2	\$32.31	\$33.20	
		3	\$33.84	\$34.77	
		4	\$35.39	\$36.37	
		5	\$37.08	\$38.10	
		6	\$38.85	\$39.92	
		7	\$40.60	\$41.71	

Temporary Customer Service Worker I			\$15.44	\$15.87	
Temporary Customer Service Worker II			\$16.56	\$17.01	

ARTICLE XVI

Contract Duration, Termination, Renewal, and Amendment

16.1 This Agreement shall be and hereby does become effective upon ratification and shall remain in full force and effect up to and including March 31, ~~2014-2017~~ 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 ~~2014-2017~~ of its desire to terminate or amend the Agreement.

16.2 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 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 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 _____,
20102014.

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

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

By: _____
Charles O. Smith
IBEW Business Representative

By: _____
Rachel Proctor
~~IBEW Business Representative~~

For: Puget Sound Energy

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

By: _____
Willie Abadilla Susan J. Berry
~~Manager Labor Relations~~ Program Manager

Index of Exhibits and Letters of Agreement

Title/Description	Date	Page
Exhibit D, Working Rules for Line Employees (Article IV)		<u>120142</u>
Addendum concerning Flash Resistant (FR) Clothing (Article 2.16c)	Effective: 01/01/2010	<u>125147</u>
Letter of Agreement regarding Access Center Accounting Classes	Amended: 04/04/2007	<u>126149</u>
Letter of Agreement concerning Access Center Overtime	Amended: 04/04/2007	<u>127150</u>
Letter Agreement regarding Upgrade of Journeymen to Relief Foremen	Amended: 04/04/2007	<u>128151</u>
Memorandum of Understanding concerning Title and Position of "Headworks Attendant/Flume Patroller"	Signed: 07/30/2008	<u>129152</u>
Letter of Agreement regarding Overtime Scheduling Guidelines for Electric Operations System Operators	Effective: 11/13/2008 Signed: 11/14/2008	<u>130153</u>
Letter Agreement concerning Eligibility Requirements and Upgrades to Specific Job Classifications in Energy Resources	Signed: 03/21/2008	<u>132155</u>
Memo of Understanding regarding Out-of-Pocket Expenses relating to Employees Required to Obtain and Maintain Commercial Driver's License (CDL), Including DOT Physicals (Article 2.16d)	Dated: 12/05/2007 Signed: 12/17/2007	<u>134157</u>
Letter Agreement concerning Substation Inspector Pay Upgrade	Dated & Signed: 08/07/2007	<u>135158</u>
Letter of Understanding regarding Instrument Control Electrician (Article 11, Working Rules for Energy Production Employees)	Dated: 01/09/2009 Signed: 01/22/2009	<u>136159</u>
Letter of Understanding concerning Relief Hydro Operator/Hydro Operator (Article 11, Working Rules for Energy Production Employees)	Dated: 01/05/2009 Signed: 01/22/2009	<u>137160</u>
<u>Letter of Understanding regarding Credit Related Gas Shut Off Jurisdiction with UA</u>	Dated: 08/23/2011	<u>161</u>

	<u>Signed:</u> <u>08/23/2011</u>	
<u>Letter of Agreement regarding Call Outs for Electric Dispatchers – West Storm Headquarters Only</u>	<u>Dated:</u> <u>09/29/2011</u> <u>Signed:</u> <u>09/29/2011</u>	<u>162</u>
<u>Letter of Agreement regarding Electronic Pay Advices</u>	<u>Dated:</u> <u>12/14/2011</u> <u>Signed:</u> <u>12/14/2011</u>	<u>163</u>
<u>Letter of Agreement regarding Seattle Paid Sick & Safe Leave Ordinance Waiver</u>	<u>Dated:</u> <u>08/10/2012</u> <u>Signed:</u> <u>08/10/2012</u>	<u>164</u>
<u>Memorandum of Understanding concerning Clarification of 12 Hour Shift Proposal</u>	<u>Signed:</u> <u>04/29/2013</u>	<u>165</u>
<u>Letter of Agreement regarding Self Protection Clearance</u>	<u>Dated:</u> <u>09/26/2013</u> <u>Signed:</u> <u>01/24/2014</u>	<u>167</u>
<u>Letter of Agreement regarding 2.23 Selection Process</u>	<u>Date:</u> <u>Xx/xx/xxxx</u> <u>Signed:</u> <u>Xx/xx/xxxx</u>	<u>170</u>
<u>Letter of Agreement regarding Operating Support Specialist duties</u>	<u>Date:</u> <u>Xx/xx/xxxx</u> <u>Signed:</u> <u>Xx/xx/xxxx</u>	<u>171</u>

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 secon-

dary 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 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.

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:

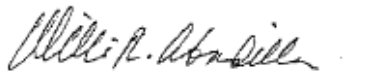
Job Titles with Arc Flash Exposure	
Substation	Relay Technician I - V
	Substation Inspector
	Wire Apprentice
	PTA/Wire Helper
	Wireman
	Wire Foreman & SHUF Foreman
EFR	Service Lineman I – II
Meter	Journey Meterman
	Meter Foreman
	Meter Apprentice
	Meter Tech
	Meter Tester I - II
	Customer Field Rep I - II
Communications	Communication Technician—SCADA
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

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 following options are available for employees at the Access Center to take the Accounting classes required of job certain job descriptions:

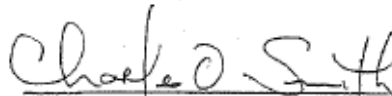
1. If a group of 25 or more individuals agree on class times and dates, local community colleges can be contacted to have an instructor teach Accounting classes at the Access Center.
2. The Learning Strategies Department will provide the names and locations of colleges offering Accounting classes that meet the requirements. In addition, they will also provide the names of colleges that offer on-line Accounting classes that meet the requirements.
3. Provided it is available, employees may use the company computers in the training room to access on-line courses.
4. Employees will be eligible for tuition reimbursement as provided in the company's Tuition Reimbursement Program.

For the Company:

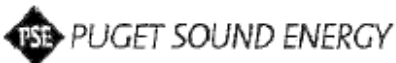


Willie R. Abadilla
Manager, Labor Relations

For the Union:



Charlie O. Smith
Business Representative



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,

A handwritten signature in black ink, appearing to read "Willie Abadilla".

Willie Abadilla for Barbara Revo
Manager Labor Relations

A handwritten signature in black ink, appearing to read "Charles O. Smith".

Charles O. Smith
Business Representative

COS/jn
opeiu8 afl-cio

MEMORANDUM OF UNDERSTANDING

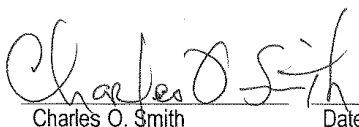
Between

**International Brotherhood of Electrical Workers
Local 77**

And

Puget Sound Energy

Puget Sound Energy (company) and IBEW Local 77 (Union) mutually agree that the title and position of "Headworks Attendant/Flume Patroller" will continue be used so long as the incumbents are in such positions. In the event that an incumbent vacates a Headworks Attendant/Flume Patroller position such duties, if any, will be performed by a journey-level employee, as needed.

			
Susan J. Berry	Date	Charles O. Smith	Date
Human Resources		Business Representative	
Business Partner			



Puget Sound Energy, Inc.
P.O. Box 90868
Bellevue, WA 98009-0868

LETTER OF AGREEMENT
by and between
Puget Sound Energy
and
The International Brotherhood of Electrical Workers, Local 77

October 15, 2008

The Company and the Union agree that effective October 13, 2008 and for the term of this Agreement, the overtime scheduling guidelines for System Operators shall be as follows:

**OVERTIME SCHEDULING GUIDELINES FOR ELECTRIC
OPERATIONS SYSTEM OPERATORS**

Revised October 8, 2008. Labor Management Committee: Turuisha Thomas, Bob Holt, Daniel Lofstrom, Lance Rolfe, Charlie Smith, Ted Kimball, Suzie Ruppert and Larry Aliment

Except for **EXTREME EMERGENCY SITUATIONS** there will be an 18-hour **WORK LIMITATION** for operators assigned to work on the 12-hour shift schedule. (Item 10.2 d of the system operators twelve hour shift agreement letter in the Collective Bargaining Agreement signed April 23, 2002)

- 1) Once an Operator accepts an overtime assignment, the date and time that they accept must be noted on the worksheet. The worksheets are to be saved in date sequential order for future reference.
- 2) Overtime will be computed on a weekly basis for Day Operators (upon time entry) and as each shift is filled/scheduled for Operators on rotation.
- 3) Operators shall provide the scheduler with their primary and secondary choice of how to be contacted i.e. cell phone, pager, and home phone.
- 4) Holiday pay earned when an Operator's regular shift falls on a designated Holiday or when a Day Operator is asked to work on a Holiday because contractors are working on the system is not counted in accumulating overtime worked for the call-out list.
- 5) Effective June 16, 2003 vacant shifts caused by PTO, STD, etc. will be scheduled one week in advance on each Thursday or as near to Thursday as possible.

- 6) If PTO shifts have already been scheduled and an Operator wishes to cancel their PTO and work their normal scheduled shift, seven days written notice will be required unless mutual agreement exists between the Operators involved and the scheduler has been notified.
- 7) All level V System Operators will be trained on and, upon request, expected to work every desk (region). When scheduling shift coverage the scheduler will have a list of desks that each operator is qualified to work. Operators below level 5 shall use their best judgment to determine if they are qualified and possess the necessary training for that desk or area of responsibility.
- 8) All PTO shall be scheduled in accordance with Article 3.4 of the Collective Bargaining Agreement. If all requests can not be covered by volunteers for overtime, the person(s) with the least amount of Company seniority asking for said day off, will be required to work their normally scheduled shift.
- 9) When an Operator needs to be relieved early or start the shift late and the duration does not exceed 2 hours, the Operator should contact the relief team to be offered to cover first, then the regular call-out procedure is followed.
- 10) After an Operator comes back from STD, L&I, or Family Leave that lasts more than 2 rotations (equivalent to 70 days), his or her total overtime hours are averaged up between the top 5 Operators with the most overtime.
- 11) After an Operator passes level 1 exam, and ready to stand shift alone, his or her overtime hours are averaged up between the top 5 Operators with the most overtime.

For the Union:

Charles O. Smith 11/14/8
C. O. Smith Date
Business Representative

For Puget Sound Energy:

Willie Abadilla 11-11-08
Willie Abadilla Date
Manager, Labor Relations



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

Letter of Agreement
Between
Puget Sound Energy and
IBEW Local 77

This letter commemorates the understanding between Puget Sound Energy and the IBEW Local 77 in regards to eligibility requirements, and the application and approval process for upgrades to specific job classifications in the Energy Resources arena/

Positions Affected

- CT Technician
- Hydro Technician
- ICE Technician
- EP Helper
- EP Temporary Worker
- Biological Technicians

Eligibility for Upgrades

To be eligible for upgrade a candidate must have met the following criteria:

- Have met the minimum time in grade as specified in the position documents
- Have successfully completed the required training
- Have successfully completed any task requirements
- Have a satisfactory job performance rating from the supervisor
- Submit the upgrade request in a timely manner with proper signatures and documentation of any training or tasks on the form specified by the LMTC

Submission of Request

Requests for upgrade are the responsibility of the candidate to initiate. For timely processing of requests, the candidate must submit the written request to the LMTC by the **5th of the month prior to the anticipated effective date if submitting at the earliest date of eligibility.**

For example: If the candidates 6 months minimum eligibility date is 6-10-08, the candidate should submit the request by the 5th day of May. In this case, if the request is approved it would have an effective date of the eligibility date.

Letter of Agreement
March 19, 2008/17, 2009
Page 2

For submissions other than the initial 6 month period the effective date is the date of approval by the LMTC. All submissions must be submitted to the LMTC by the 5th of the month for consideration at the monthly LMTC meeting.

Candidates for upgrade also have a maximum period of time in the lower ratings. Candidates who have not submitted a request for upgrade and completed the required tasks and training may be called before the LMTC to explain the lack of progress within the classification.

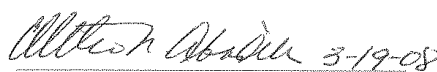
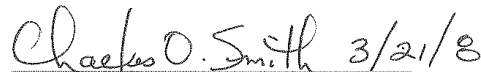
Any request that is not approved and sent back to the candidate, may be re-submitted the next month if the corrective actions/recommendations have been met. The effective date of any re-submittal is the date of approval.

Approvals

The approved request for upgrade will be signed by the co-chairs of the LMTC. The original document will be filed in the employee's training record. Copies will be sent to the employee, HR and the employee's supervisor.

The employee's supervisor will complete a Personnel Action Form (PAF) to adjust the employee's payroll record to effect the upgrade as of the effective date noted on the upgrade request form.

Agreed:

	
Willie R. Abadilla Manager, Labor Relations Puget Sound Energy	Charles O. Smith Business Representative IBEW Local 77
3-19-08 (Date)	3/21/08 (Date)

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



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

Memo of Understanding

Between

**International Brotherhood of Electrical Workers
Local Union 77**

And

**Puget Sound Energy
December 5, 2007**

RE: Article 2. 16(d) DOT Physicals

The intent of Article 2.16(d) is that the Company will reimburse co-pays or deductibles for employees who are required contractually to obtain and maintain a Commercial Driver's License (CDL) in relation to Department of Transportation (D.O.T.) physicals when completed as part of an annual wellness physical.

During the course of bargaining for the June 20, 2007 through March 31, 2010 collective bargaining agreement, medical coverage with the current providers was changed to include coverage for D.O.T. physicals when given as part of the annual wellness physical which had been excluded under the previous benefit plans.

In cases where represented employees annual wellness physicals have been completed prior to June 20, 2007; the Company agrees to reimburse those employees for all out of pocket medical expenses related to their required D.O.T. physicals.

Employees who have not had their wellness physicals as of December 31, 2007 will be required to schedule their D.O.T. physical in conjunction with their annual wellness physical for 2008 and beyond.

Represented employees must submit an explanation of benefits (EOB) from their medical provider identifying the cost of co-pays and/or deductibles.

For Puget Sound Energy:

For I.B.E.W. Local 77

Willie Abadilla 12-17-07

Charles O. Smith 12/17/07

Willie Abadilla date
Manager, Labor Relations

Charles O. Smith date
Business Representative

opeiu#8afl-cio



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



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OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONSTRUCTION DISPATCH: (206) 323-0585
August 7, 2007 VIA FAX AND US MAIL

Willie Abadilla
Manager Labor Relations
Puget Sound Energy
POB 90868 PSE 10-N
Bellevue, WA 98009

RE: Substation Inspector Pay Upgrade – Conover Grievance #2007-06 – Resolution

This letter shall serve to memorialize the agreement regarding those employees in the bargaining unit within the Substation Wireman ("Wireman") classifications who perform duties within the Substation Inspector ("Inspector") classification on a temporary basis that may warrant a pay upgrade from the Wireman pay rate to the Inspector pay rate.

The parties agree that a Wireman will be paid an upgrade to the Inspector pay rate when:

- Wireman is notified by his/her Supervisor, the Load Office or System Operations to perform job duties within the Substation Inspector classification.
- 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 hours.
- Wireman rides with an EFR employee as part of a switch team.

The parties agree that a Wireman will not be paid an upgrade to the Inspector pay rate when:

- Wireman performs duties in support of his/her own, or other crew's work.
- Wireman performs incidental Inspector duties, including but not limited to, oil samples and battery checks when already on site.
- Two Wireman riding together who perform Inspector duties shall result in only the most senior Wireman receiving the upgrade to the Inspector pay rate for those hours worked.

This agreement resolves any and all matters related to the Union's Grievance #2007-006.

Agreed:
For Puget Sound Energy

For the Union

Willie R. Abadilla

Date

Charles O. Smith, Local 77

Date

COS/bd
opeiu8 afl-cio



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



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Letter of Understanding

between

Puget Sound Energy

and

International Brotherhood of Electrical Workers Local Union 77

January 5, 2009

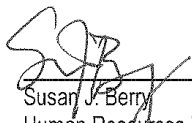
Instrument Control Electrician


This letter of agreement shall memorialize the amendment to Article 11 Working Rules for Energy Production Employees.

1. Qualified employees accepting the bid for Instrument Control Electrician (ICE) shall have up to a ninety (90) day trial period, in which the employee or Company has the opportunity to determine if he/she is suitable for the position.
2. The Company agrees to preserve the employee's previous position for a period up to ninety (90) days.
3. The Company shall have the right to temporarily fill the vacated position.
4. If the employee within the ninety (90) day trial period elects to return to his/her previous position, the following procedure shall apply: The ICE 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.
5. For purpose of clarification the ninety (90) days referred to in this agreement shall be ninety (90) calendar days.

For Puget Sound Energy

For I.B.E.W. Local 77


Susan J. Berry
Human Resources Business Partner
14 Jan 2009
date


Charles O. Smith
Business Representative
1-22-9
date

/opeiu8 aff-cio



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



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

Letter of Understanding

between

Puget Sound Energy

and

International Brotherhood of Electrical Workers Local Union 77

January 5, 2009

Re: Relief Hydro Operator/Hydro Operator


This letter of agreement shall memorialize the amendment to Article 11 Working Rules for Energy Production Employees.

1. Qualified employees accepting the bid for Hydro Journeywork (Electrical or Mechanical)/Hydro Relief Operator shall have up to a ninety (90) day trial period, in which the employee or Company has the opportunity to determine if he/she is suitable for the position.
2. Qualified employees accepting a bid for Hydro Operator shall have up to ninety (90) day trial period, in which the employee or Company has the opportunity to determine if he/she is suitable for the position.
3. The Company agrees to preserve the employee's previous position for a period up to ninety (90) days.
4. The Company shall have the right to temporarily fill the vacated position.
5. If the employee within the ninety (90) day trial period elects to return to his/her previous position, the following procedure shall apply: The Hydro Journeyworker/Hydro Relief Operator 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. For purpose of clarification the ninety (90) days referred to in this agreement shall be ninety (90) calendar days.

For Puget Sound Energy

For I.B.E.W. Local 77


Susan J. Berry
Human Resources Business Partner
14 Jan 2009
date


Charles O. Smith
Business Representative
1-22-9
date

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

For UA Local 32:

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

For Puget Sound Energy:

Willie F. Abadilla
Willie Abadilla Date
Manager of Labor Relations

COS:dkk/opeiu@all-cio



PUGET SOUND ENERGY

The Energy To Do Great Things

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

Letter of Agreement

between

IBEW Local 77

and

Puget Sound Energy

September 29, 2011

RE: Call-Outs for Electric Dispatcher – Western Storm Headquarters only.

The Union and the Company agree to the following on a non precedent setting basis:

When the Company determines the need to open the Western 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 Dispatchers.

Either party may cancel this agreement with thirty (30) days notice.

For IBEW Local 77

For Puget Sound Energy

Charles O. Smith 9/29/11

David Cullen 9/29/11

Charles O. Smith Date
Business Representative

David Cullen Date
Sr. HR Generalist

COS:ekk/opeiu8/afl-cio



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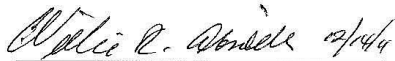
Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

Letter of Agreement

Between
Puget Sound Energy and
IBEW Local 77
December 14, 2011

Puget Sound Energy (Company) and the IBEW Local 77 (Union) agree that employees represented by the Union hired after December 14, 2011 will be automatically provided electronic pay advices as a condition of employment. Represented employees hired before December 14, 2011 will continue to receive paper pay advices unless the employee elects to receive their pay advice electronically.

Agreed to:



Willie R. Abadilla (date)
Puget Sound Energy



Charles O. Smith (date)
IBEW Local 77

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,

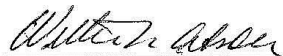
WHEREAS, there is an existing CBA for an employer who is covered under the Seattle's Paid Sick Time and Safe Time Ordinance (Seattle Municipal Code 14.16);

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:


For IBEW Local 77:



Willie Abadilla Date
Manager, Labor Relations

 8/10/12

Charles O. Smith Date
Business Representative

 8/10/2012

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."

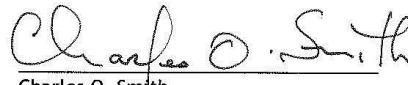
The parties did not undertake to define detailed criteria for what constitutes "operational needs that require a change" because of the impossibility of anticipating all of the challenges that plant operations could face. It was the intent of the parties that if there is a "volunteer" for the "R" employee 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



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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:

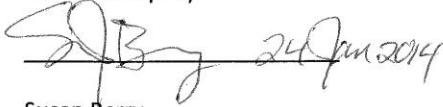
- I. Phase 1 of the June 2002 settlement have been fully satisfied and implemented. Prior to initial execution, linemen, operators, and contract crew coordinators were trained according to the requirements set forth in the settlement.
- II. The Company has begun the training requirements of Phase 2 and 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.

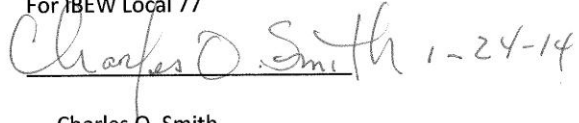
VII. This Agreement shall become effective on December 26, 2013 and remain in effect thereafter, unless the parties agree, in writing, to modify the terms contained herein or terminate this Agreement.

For the Company

Handwritten signature of Susan Berry in black ink, with the date "24 Jan 2014" written to the right of the signature.

Susan Berry
Labor Relations Program Manager

For IBEW Local 77

Handwritten signature of Charles O. Smith in black ink, with the date "1-24-14" written to the right of the signature.

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

For the Union

Susan J. Berry
Labor Relations Program Manager

Charles O. Smith
Business Representative, IBEW Local 77



Puget Sound Energy
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**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
Business Representative**

Date

**Susan J. Berry
Labor Relations Program Manager**

Date