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# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL UNION #77**

*and*

**PUGET SOUND ENERGY**

*Effective*

*January 1, 2002*

*through*

*March 31, 2007*

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

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# HENRY MILLER DAY

*The Company and the Union have agreed to designate the personal holiday as Henry Miller Day. Who was Henry Miller and why do we honor him?*

Henry Miller was a Lineman who worked throughout the county for railroads, western Union and fledgling utilities in the east. In 1886, Henry Miller was working for the St. Louis Municipal Electric Light and Power Company when forming a Union for workers became one of his goals.

During the St. Louis Exhibition of 1890, which prominently featured electricity and its uses, he saw an opportunity to establish a national Union for electrical workers. On December 4, 1891, Henry Miller and nine other men, were granted a charter by the American Federation of Labor and the IBEW was born.

Henry Miller's goals for the Union were to provide a safe workplace for all workers in the industry; to provide death benefit payment; and to provide a training or apprenticeship that would insure quality workmanship and increased productivity for the electrical industry. In addition to being president for the International Union, he continued to work in the field organizing locals wherever he traveled.

Like so many linemen of that era, Henry Miller died young. On July 10, 1896, he suffered a severe electrical shock and fell from a utility pole. The resulting injuries caused his death at age 38, only five years after his dream of forming a national union had been realized. Henry Miller died while working in the field of his choice and promoting his dream of a safe workplace.

Local 77 of the IBEW was founded in 1897 and in 1934, workers of PSPL were organized. As we enter into the 68th year of our partnership, we honor Henry Miller in conjunction with the personal holiday. In doing so, we recognize, accept and promote his ideas of providing a safe working environment for all workers; that we strive to be the best workers in the industry, and that we instill pride in our craftsmanship and in the quality of our work.



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

**January 1, 2002 through March 31, 2007**

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

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

1.3 The Company recognizes the Union as the bargaining representative for all full-time, part-time, and temporary employees (excluding casuals) who are classified by the Company in job classifications in Exhibits "A" and "B". A part-time employee is one who occupies a position for less than forty (40) hours per week. A temporary employee is one who occupies a position for less than six (6) months. A casual employee is one who occupies a position for thirty (30) or less workdays in any sixty (60) calendar day period.

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:

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

are excluded from this Agreement and shall not be eligible for membership in IBEW Local 77.

1.5 It is the policy of the Company and the Union not to discriminate against any employee because of race, religion, color, sex, age, national origin, handicap, 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 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 work force 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, Labor/Management meetings, and grievances.

## 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 work week 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. Employees shall not be scheduled for more than eight (8) consecutive hours unless all time over eight (8) hours is paid at the overtime rate. However, an employee or group of employees and their supervisor can mutually agree to work four, ten (10) hour days at the straight-time rate in place of the normal five, eight (8) hour days per week.

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.

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 five percent (5%) to employees for all scheduled straight-time hours worked between 6:00 PM and 6:00 AM, Monday through Saturday, and for twenty-four (24) hours on Sunday.

2.3 a) Time worked within normal or agreed to work periods shall be compensated at straight-time rates of pay. All hours worked by full-time employees other than the established work periods shall be paid at the overtime rate. Part-time employees shall be paid overtime for hours worked in excess of eight (8) hours per day, except when an employee's regular schedule is ten (10) hours per day, in which case overtime shall be paid for hours worked in excess of ten (10) hours per day.

b) Overtime pay shall begin when work commences at the 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, during an emergency, 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 8 hours) at any time.

2.4 a) The overtime rate of pay shall be either double or one and one-half times the employee's regular straight-time rate as follows:

1. All overtime worked when called out from home shall be at two (2) times the employee's regular straight-time rate until the start of the employee's regularly scheduled shift.
2. All time worked in excess of 12 hours in a day, other than the normal or agreed to work period, shall be at two (2) times the employee's regular straight-time rate unless 2.3 (c) applies.
3. All overtime worked on Sunday and Company recognized holidays shall be at two (2) times the employee's regular straight-time rate, unless 3.3 (d) applies.
4. Scheduled overtime of up to a maximum of two (2) hours worked immediately preceding the regular shift, and scheduled or unscheduled overtime of up to a maximum of two (2) hours worked immediately following the regular shift, shall be at one and one-half (1-1/2) the employee's regular straight-time rate. Overtime that is scheduled on Saturday of up to eight (8) hours shall be at one and one-half (1-1/2) the employee's



regular straight-time rate, except on such Saturdays during emergency conditions which employees are required to work to restore customer service due to storm damage. Such overtime work shall be at double the employee's straight-time rate whether scheduled or not.

5. For special five day shifts ending on Saturday, the following Monday can be scheduled for up to eight (8) hours overtime at one and one-half (1-1/2) the employee's regular straight-time rate.
6. Employees working four, 10-hour day shifts can be scheduled up to eight hours overtime on the fifth day worked in conjunction with their work week at one and one-half (1-1/2) the employee's regular straight-time rate unless the fifth day falls on Sunday, then the sixth day can be scheduled at one and one-half (1-1/2) the employee's regular straight-time rate for up to eight (8) hours.
7. The maximum overtime that is paid in a calendar year at one and one-half (1-1/2) the employee's regular straight-time rate shall be limited to one hundred forty-four (144) hours per year.
8. In order for overtime to be considered scheduled, the employee must be notified prior to the end of the shift of the prior day.

b) 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.

c) 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.

d) 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 District (Kitsap/Jefferson, Whatcom, Skagit/Island, North King, Central King, South King, Pierce, Thurston) 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 District. 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 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, seniority and low overtime hours shall apply to determine who will respond.

2.5 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, 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.

b) The Company shall provide an allowance for meals, whether eaten or not, for employees working unscheduled overtime work and scheduled overtime work unless 2.5(e) applies.

1. Effective April 1, 2000, this allowance shall be \$12.00. Effective April 1, 2006, this allowance shall be \$14.00.
2. Effective April 1, 1999, an employee working continuously through three meal allowance times will be allowed \$15.00 for all meals, whether eaten or not, starting with the fourth meal. The \$15.00 allowance will apply until the employee is offered a rest period of eight (8) hours or longer.

c) The meal allowance times shall be 6:00 a.m., 12:00 noon, 6:00 p.m., and 12:00 midnight unless adjusted for work periods other than the normal work periods set forth in 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 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 under normal circumstances. If a payday falls on a holiday, the preceding work day will be the payday.

2.8 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 three (3) times annually.

2.9 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 Department of Labor Relations.

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 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.

a) When training is deemed necessary by the Company, and the training site is somewhere other than the employee's established headquarters, the following provisions apply:

1. **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 for the employee's vehicle used for travel to and from the training site.
2. **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 employees as far as practical, and the Company will provide reasonable food and lodging, in addition to one round trip travel time in a Company vehicle or one round trip travel time with mileage paid for the employee's vehicle used for travel to and from the training site.

b) When training is offered but is on a voluntary basis, there will be an understanding prior to the training as to what the Company will pay and what will be expected from the employee. The intent is that there shall be no loss of straight time pay and that the Company will reimburse reasonable expenses.

2.11 When any discrepancy is noted in the pay of any employee covered by this Agreement, adjustments are to be made retroactive to the beginning of the second pay period immediately preceding the pay period during which the discrepancy was brought to the attention of the Company. In no event shall the retroactive date of such adjustment precede the date upon which the discrepancy actually occurred.

2.12 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, except when Section 13.3 applies.

2.13 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 without an increase in pay.

2.14 Employees desiring a transfer to a position for which they are qualified, but not covered by bidding rules as defined in Section 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 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 the established Company mileage rates round trip from the established headquarters. For distances over thirty-five (35) miles the Company shall pay reasonable food and lodging expenses. Effective April 1, 1999 employees may elect a per diem rate of sixty-seven dollars (\$67.00) per day in lieu of food and lodging expenses. Effective April 1, 2006, employees may elect a per diem rate of seventy dollar (\$70.00) per day in lieu of food and lodging expenses.

c) Employees hired to work out of temporary headquarters will not be allowed travel time, board and lodging or per diem expenses.

d) If employees are directed to temporarily report to another established headquarters which is closer to their home than their established headquarters, then no travel time or travel expense will be allowed.

#### **2.16 Safety Rules**

a) All Union represented employees are to comply with Washington State Safety Rules and safety procedures established by the Company.

b) The Company agrees to furnish protective devices and first aid sets for the protection of employees when working on any work where protective apparatus is requested or necessary.

c) Employees required by their job descriptions to hold first aid certificates shall obtain them on their own time and expense. The Company will schedule classes on Company time for maintenance of these certificates. Employees allowing their certificates to expire shall renew their certificate on their own time and expense.

#### **2.17 Probationary Period**

New employees covered by this Agreement shall be on probation during the first twelve (12) months of continuous service. After the completion of twelve (12) months of continuous service, and providing they meet all other Company qualifications for continued employment, the employees shall appear on the Company seniority list as of the first date of employment.

## 2.18 Seniority Definitions

a) "Classification Seniority" for A-Group shall be the total time worked in the Journeyman or Helper classifications, or the total time worked in other A-Group job classifications specified in Exhibit "A" herein.

b) "Classification Seniority" for B-Group shall be the total time spent in the specific classifications set out in Exhibit "B" herein.

c) "Classification Group Seniority" shall be the total time spent in a classification group.

"A" classification groups are as follows:

- 1) Line
- 2) Meter
- 3) Substation and Relay
- 4) Fleet Services
- 5) Stores
- 6) Power Production - Combustion Turbine
- 7) Power Production - Hydro Steam
- 8) Communications
- 9) System Operations
- 10) Building Services
- 11) Miscellaneous

"B" classification groups 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 continuous employment with the Company since the last date hired; however, employees that are rehired and satisfactorily complete the probation period 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 purposes only.

1. Employees of PSE at ratification and who have completed their probationary period shall have sixty (60) days from ratification to present their proof to Local 77.
2. Employees who have been rehired and who have not completed their probationary period shall have sixty (60) days from the completion of the probationary period to submit proof of their previous seniority to Local 77.
3. Employees rehired after ratification and who complete their probationary period shall have sixty (60) days from the completion of the probationary period to submit proof of their previous seniority to Local 77.
4. It will be the Union's responsibility to determine the accuracy of the proof and submit a letter of verification to the Company. The Union shall have sixty (60) days to submit a letter of verification to the Company. The Union's verification of the revised seniority shall be accepted by the Company and the effect shall not be subject to the grievance procedure.

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 or if no employment application is on file, a representative of Human Resources shall toss a coin to determine 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 with a 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 in an employee's seniority unless 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. A layoff in excess of two (2) years
6. 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 job, only the employees advanced to fill the temporary vacancies created by the leaves of absence shall be affected and in each case shall return to the jobs 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 job 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-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.

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 group seniority credit.
2. If assigned on other duties for a period of time longer than two (2) years, seniority in the original group will be equal to that established at the end of the two-year period.

2.20 a) The Company shall post continuous, full-time jobs throughout its system except for B-group positions grades 4 and below, Meter Reader positions, and A-Group entry level positions; provided, however, a vacancy in Meter Reader, Helper Wire, Helper Line or Warchouser position shall be posted for bid. If no employee currently holding a position within the posted classification with more than one (1) year seniority in the posted classification bids and accepts the position, the job shall be considered entry level.

b) For purposes of bidding on a Helper Line and Helper Wire vacancy, employees classified as Equipment Operator, Line or Wire will be considered the same as in-classification, qualified Helpers except their classification will remain unchanged.

c) 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.

d) When relieving a higher classification the employee shall be paid the rate of the higher classification for actual time worked as if they had bid the job. Holidays falling during the performance of such higher classified work shall be paid at such higher rate providing the employee works the day before and the day after the holiday, except when Section 13.3 applies. Paid Time Off taken during such relief shall be paid at the higher rate when relieving vacancies lasting in excess of thirty (30) calendar days.

## 2.21 Bidding

a) Any employee of the Company may submit by U.S. Mail or FAX to the Department of Human Resources, a bid on any job posted as vacant. The Company shall not consider any bid which was postmarked or received more than fifteen (15) calendar days 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.

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.

c) The Company shall have seven (7) days from the closing date of job posting to provide a list of eligible bidders to the Union and to the Supervisors of all eligible bidders. In the event of a delay, notice shall be given to the Union and Supervisors. The list of eligible bidders shall be made available to the eligible bidders by the Supervisors.



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 forty-eight (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) Additional bidding rules for B-Group employees are covered in Article XIII, Section 13.9.

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

2.23 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.

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 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 Employees shall not simultaneously accumulate seniority credit in more than one 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 bidding 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.

### 2.27 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 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 three (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. Employees must have worked two (2) of the past five (5) years in the prior classification.
3. There must not be a substantial change in qualifications, methods, or technology in the prior classification since the employee worked in that job.
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 (2.27) are to be made by U.S. Mail or FAXED to the Department of Labor Relations of the Company postmarked 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 Exhibits A and B 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:

| <b>Straight-time Base<br/>Upon the Completion of:</b> | <b>Severance Pay</b> |
|---|----------------------|
| Less than 1 year of service                           | 0 weeks              |
| 1-5 years of service                                  | 2 weeks              |
| 6-9 years of service                                  | 3 weeks              |
| 10-14 years of service                                | 4 weeks              |
| 15-19 years of service                                | 5 weeks              |
| 20+ years of service                                  | 6 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 \$1,500.00 per laid-off employee for payment of classes, fees, books and other appropriate matters for retraining and skills enhancement; such funds to be contributed to a Trust account, subject to standard audit procedures, to be administered by a mutually agreed upon party.

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 Section 2.27, seniority accrued and calculated at the date of termination notice shall be applied for all affected employees' rights under this section.

## **2.28 Rehiring**

Employees who are laid off and have at least one (1) year of Company seniority, shall have their established seniority reinstated if rehired by the Company within two (2) years, provided:

a) the employee keeps the Department of Labor Relations 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 two (2) weeks after notice thereof.

While on layoff, employees shall not accrue any seniority or other employee benefits. Laid off employees who are re-employed by the Company and who have retained their seniority shall be entitled to the monthly accrual rates of Paid Time Off 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.

2.29 If qualified, employees laid off shall be rehired in order of their 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.

2.30 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, exclusive of the Paid Time Off, 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 Paid Time Off. Regular employees who are voluntarily leaving the service of the Company and have not given two weeks notice will not receive their accrued Paid Time Off, unless the Company and the Union mutually agree.

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

2.32 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 manlift equipment or working on the roofs of buildings.

### 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 in lieu of Veterans Day. 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 needed to keep Business Offices open and to render customer service, who will observe the following Monday. 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 six (6) months continuous employment. 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, 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).

**c) Holidays - Qualification:** Full-time employees shall be entitled to have the above holidays off with pay when they fall on a workday in the employee's defined scheduled workweek, provided that the employees report for work or be paid for their absence on the defined scheduled workday both immediately preceding and immediately following the holiday, except as provided in 3.3e). Holidays shall not be counted as days of Paid Time Off. Temporary employees will be entitled to holiday pay after thirty (30) days of continuous employment. Part-time employees will be entitled to holiday pay if the holiday falls on a scheduled workday and shall be paid for the hours normally scheduled for that day.

**d) Holidays - Scheduled Workday:** Employees who are requested to work on any Company recognized holiday will receive, in addition to the straight-time pay, the overtime rate for the hours actually worked, except when days are substituted in accordance with 3.3a) or 3.3g). This does not apply to regularly scheduled rotating or special shift work. Employees who perform regularly scheduled rotating or special shift work on any of the above holidays will receive, in addition to the straight-time pay, one and one-half times the straight-time pay for regularly scheduled work period. When shift work is required on a 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 recognized holiday will be paid at the higher rate.

**e) Holidays - Leave of Absence:** Company recognized holidays occurring within a 5-day or less leave of absence as defined in 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 3.5(h).

**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 - Four Ten-hour Workweek:** By mutual agreement a four day, ten-hour work schedule may continue in a workweek in which a Holiday falls. In that event, by mutual agreement, the workday before or after the Holiday within the same workweek may be scheduled off, and the employee will receive eight (8) hours of Holiday pay. If the employee works the full four day, ten-hour workweek, they will be compensated for the time worked plus the Holiday. The employee shall be paid eight hours for the holiday and may elect to take either two (2) hours of P.T.O. or two

(2) hours of leave without pay to constitute the forty (40) hour work week.

### 3.4 Paid Time Off

a) **Paid Time Off - Allowance Schedule:** Paid Time Off benefits are days credited monthly to employees, based on years of continuous service computed from individual anniversary dates, to be used to continue pay when away from work for reasons such as vacation, sickness or accident, family illness, doctor/dentist appointments and funeral leave. The benefits paid to employees shall be based on straight-time hourly rates. Part-time employees and employees on other than eight (8) hour shifts shall have Paid Time Off benefits prorated according to their regularly scheduled hours of work. The pro-ration will be adjusted based on actual hours worked during the previous quarter. The Paid Time Off allowance shall be in accordance with the following schedule:

#### **Length of Continuous Service      Paid Time Off Allowance\***

|   |                    |
|---|--------------------|
| During the first 6 months                       | None               |
| On completing 6 months                          | 6 days             |
| After completing 6 months                       | 1 day/month        |
| After completing 1 & 2 years                    | 1 3/12 days/month  |
| After completing 3 years                        | 1 4/12 days/month  |
| After completing 4 years                        | 1 8/12 days/month  |
| After completing 5 years                        | 1 9/12 days/month  |
| After completing 6 years                        | 1 10/12 days/month |
| After completing 7 & 8 years                    | 1 11/12 days/month |
| After completing 9, 10, 11, 12<br>and 13 years  | 2 days/month       |
| After completing 14, 15, 16, 17<br>and 18 years | 2 5/12 days/month  |
| After completing 19, 20, 21, 22<br>and 23 years | 2 6/12 days month  |
| After completing 24, 25, 26, 27<br>and 28 years | 2 11/12 days/month |
| After completing 29 years                       | 3 4/12 days/month  |

\* A day of Paid Time Off allowance is eight (8) hours.

b) **Paid Time Off - Usage Approval:** Employees will be required to obtain supervisory approval forty-eight (48) hours 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 less than five years of employment must use at least five (5) days of Paid Time Off each year; employees with five or more years of employment must use at least ten (10) days of Paid Time Off each year; employees with more than ten (10) years of service must use at least fifteen (15) days of Paid Time Off each year. If these days are not used, they are forfeited. This usage requirement will start with the year following the employee's first anniversary date.

Employees may carry over accumulated Paid Time Off hours in excess of these amounts up to a maximum of 150 days on the employee's anniversary date. Any days over 150 on the employee's anniversary date shall be forfeited. Employees who have Paid Time Off in excess of 150 days on December 31, 1994, shall be grandfathered at that maximum rate.

d) **Paid Time Off - Payout Upon Leaving:** Upon termination or retirement (except as covered in 2.30), accrued Paid Time Off benefits shall be paid out as a lump sum at 100% of the employee's current straight-time rate.

e) **Paid Time Off for Vacation:** Employees shall be entitled to use all, or any portion of their earned Paid Time Off at any time that it can be arranged as provided herein. Paid Time Off 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 Paid Time Off scheduled.

1. On May 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 May 1. Employees whose vacation requests are not in by May 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 the Call Center shall be mutually agreeable between the Company and Union. It is understood and agreed the current scheduling method and criteria set forth in Exhibit "C" shall remain in effect until and unless a new schedule and criteria are approved by the Company and Union.

3. The Company shall post monthly Paid Time Off status reports. During the employee's anniversary year it shall be the responsibility of the employee to timely request Paid Time Off in order for the Company to accommodate the request.

f) **Paid Time Off for Sickness:** Any sickness or injury which prevents employees from performing the duties of their regular job with the Company shall be considered as sickness under this plan. Whenever an employee is unable to report for a defined scheduled shift because of illness or injury, the supervisor must be notified prior to the beginning of the defined scheduled shift. Failure to properly notify the supervisor in accordance with the foregoing will result in the forfeiture of the use of Paid Time Off for the sickness. In cases where there appears to be an abuse of this benefit for unscheduled time off, the Company may request medical evidence of the sickness. 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 for Dental/Medical Care:** An employee may request that time off for routine medical and dental care be charged to Paid Time Off. Time off for dental and medical care involving line or wire personnel shall be scheduled no earlier than one hour prior to end of shift. Employees will furnish their own transportation from the job site.



h) **Paid Time Off - Exclusions:** Paid Time Off shall not be paid for overtime or when 3.7 applies. Employees are not required to use Paid Time Off when 3.9 or 3.10 apply.

### 3.5 Short Term Disability

a) **Short Term Disability - Qualification:** The Short Term Disability program will provide, on the first day of the month following the employee's date of hire, continuance of pay to employees who are unable to work due to illness or an accident. To receive benefits under this program, the employee must 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.

b) **Short Term Disability Coverage:** Short Term Disability benefits will commence the sixth consecutive day of absence due to a disability. If a qualifying disability reoccurs within a 30 calendar day period of continuous employment, the five-day waiting period shall be waived subject to verification as provided in 3.5(a) above.

c) **Short Term Disability - Term:** Short Term Disability benefits will continue for a period not to exceed six months after the date of the disability, at which time any unused Supplemental Short Term Disability benefits as provided in 3.5 (e) shall be used at 100% of base pay until exhausted.

d) **Short Term Disability - Exclusions:** No employee shall receive Short Term Disability 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. Also, 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, 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 3.5 (h) and the individual's 100% pay level. 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 Short Term Disability payment and adjust the pay to 100% will be withdrawn from the Supplemental Short Term Disability balance.

In lieu of the paragraph above, accrued Paid Time Off may be used to supplement the Short Term Disability benefits to make up the difference between payments set forth in 3.5(h) and the individual's 100% pay level. Such supplemental amounts shall be withdrawn from the individual's

Paid Time Off balance as used. Only the actual percentage required to supplement the Short Term Disability payment and adjust the pay to 100% will be withdrawn from the Paid Time Off 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 Short Term Disability benefits provided they meet the requirements of this section. The remaining scheduled Paid Time Off may then be deferred.

g) **Short Term Disability - Benefits Continuation:** An employee whose disability meets the criteria for the Short Term Disability program may continue the benefits program under section 3.12 for the approved period of disability. The amount of the Short Term Disability Benefit shall be 80% of the employee's base pay rate.

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 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 80% of the employee's regular straight-time wages, less any State or Federal compensation, for a total of 260 working days, including designated holidays. During such time off the job, the employee shall not accrue or use Paid Time Off benefits and the wage rate will remain frozen.

### 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 Paid Time Off to less than 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 calendar days the cost of all benefits shall be the responsibility of the individual, and the employee shall not accrue Paid Time Off 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 permanent, 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 Paid Time Off, Short Term Disability, or, except as provided in Section 3.3 (e), Holidays.

**3.9 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.

**3.10 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. If total compensation received while on jury duty or as a witness exceeds \$25.00 (excluding mileage), the employee will notify and provide documentation to the supervisor of the amount received which will be deducted from the next regular pay.

**3.11 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.

### **3.12 Select Benefits Plan**

a) Effective July 1, 2002, the Company average contribution shall be \$513 per month per employee for the menu-style benefits plan which includes Medical Insurance, Dental Insurance, Life Insurance and Long Term Disability Insurance.

b) Effective July 1, 2003, the Company will increase the average contribution to \$564 per month per employee for the menu-style plan.

c) Effective July 1, 2004, the Company will increase the average contribution to \$620 per month per employee for the menu-style plan. If other represented employee groups receive an average contribution higher than \$620 per month, the Company will match the higher contribution amount for IBEW representative employees.

d) Effective July 1, 2005, the Company will increase the average contribution to \$682 per month, per employee for the menu-style plan.

e) Effective July 1, 2006, the company will increase the average contribution to \$750 per month, per employee for the menu-style plan.

f) With the menu-style plan comes pre-tax flexible reimbursement accounts and pre-tax premiums.

g) An optional Accidental Death and Dismemberment coverage plan will be available through the menu-style plan.

h) The Joint Health and Welfare Committee shall continue to oversee plan design, cost allocation and other issues that may come to their attention regarding the Select Benefit Plan. The parties agree to establish a specific schedule of Labor/Management meetings for the purpose of educating the membership on the above issues. These meetings will be used to develop educational and informational materials and to establish guidelines for decision making in future negotiations. Straight-time regular wages for employees participating in the focus group will be paid by the Company.

i) **Carriers** - The Company reserves the right to change carriers if better rates 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.

j) **Benefit Continuation** - Should an employee die, the surviving spouse and/or dependents may continue dependent medical coverage, and the Company will pay its share of medical premiums for a period not to exceed the earlier of the following:

1. 12 months
2. When the spouse becomes eligible for coverage under another group policy
3. Remarriage of the spouse

3.13 **Pension Plan:** A defined benefit pension plan is offered to eligible employees.

NOTE: Detailed information about plans described in this Article is available from the Human Resources Department.

#### **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, these rules contained in Exhibit D will be reinstated. The primary responsibility of Service Lineman is emergency first response. Their duty is to make safe and repair within the existing Serviceman Rules B 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**

5.1 Service Linemen shall be qualified Linemen and may be assigned to a line crew to work as a

Lineman at any time.

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.

**ARTICLE VI**  
**Working Rules for Service Dispatchers**  
**and Service Distribution Inspector Employees**

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

**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 Journeymen, are working on one specific job and one has the responsibility for planning and directing the work, that person shall be the senior qualified Journeyman 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 Journeyman, are working on a specific job, the Journeyman 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 Journeymen 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 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 journeymen 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 in the future shall be filled by Wiremen and Wiremen Foremen, and all Operators with five (5) years of operator seniority prior to November 20, 1978. Operators who are qualified and awarded a Substation Inspector position must select the seniority group in which they wish to accumulate seniority within thirty (30) days after the awarding of a Substation Inspector position.

An individual who is awarded a Substation Inspector bid shall have a reasonable break-in period with an experienced Substation Inspector.

For the purpose of seniority, the Company agrees to award Substation Inspectors seniority from the date they were awarded a Substation Inspector position.

7.7 An Operator bidding on a Wireman Foreman position must have accomplished all of the following:

- a) Five (5) years operating seniority prior to November 20, 1978.
- b) Successfully passed the Wireman examination.
- c) Worked three (3) years as a Journeyman Wireman on Company's substation crews.

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

7.9 Journeymen Wiremen and third year Apprentices prior to April 18, 1984 shall be entitled to bid Combustion Turbine Technician jobs.

7.10 In awarding Wire Foremen jobs, the Company will select the senior qualified bidder.

7.11 Meter/Relay Technician bids will be awarded in the following order:

- a) Journeymen Wiremen in the Substation and Relay classification group as of June 30, 1993.
- b) Journeymen Metermen in the meter classification group as of June 30, 1993.
- c) Journeymen 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 Meter Shop(s) and the Division Meter Shops in the Company: Meter Foreman, Meter Technician, Meter Journeyman, Protective Equipment Tester, Apprentice Meterman, Meter Tester and Helper Meter.

8.2 When three (3) or more Meter employees, two (2) of whom are Journeymen, are working on one specific job and one has the responsibility for planning and directing the work, that person shall be the senior qualified Journeyman 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 Journeymen as of July 29, 1983, or apprentices employed as of September 12, 1983, will not be laid off until all Meter Testers have first been laid off.

**ARTICLE IX**  
**Working Rules for Communication Employees**

9.1 When three (3) or more employees, two (2) of whom are Journeymen, are working on one specific job, and one has the responsibility for planning and directing the work, that person shall be the senior qualified Journeyman on the job and will be classified as a Foreman.

**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 System Operator scheduled to work the day shift Monday through Friday on the basis of seniority.

b) Eligible bidders for the day shift position must hold the classification of "System Operator V." If there are no eligible bidders, the 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 their effective date. Holiday work schedules changed with less than five (5) day notice shall be paid

at double time, rather than time and one-half, as specified under 3.3 (d).

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 six (6) months and passing the Level I examination.

### 10.3 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. A-Group employees meeting the qualifications for the posted position.
3. B-Group 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 10.4 (b); or
2. Waive the ninety (90) day option as set forth in 10.4 (b) and enter as a System Operator I for pay purposes.

c) If an employee within the ninety (90) day trial period elects to return to his/her previous position, the following procedure shall apply. The System Operator/System Operator Trainee position shall be offered to the next qualified bidder on the qualified bidders list, and to the remainder of the qualified bidders until this position has been filled or until all qualified bidders have been offered the bid.

d) Qualified employees accepting the bid for the System Operator 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 position shall still be required to complete the training program described below; provided, however, the employee shall not have the right to return to the previously held position during the ninety



(90) day trial period prescribed for Trainees in 10.4 (b).

- f) An employee bidding to a System Operator or System Operator/System Operator Trainee position shall continue to accrue seniority in their prior classification for up to two (2) years; provided, however, the employee has up to two 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 10.4 (c) below are met. This option may only be exercised one time by any employee.

#### 10.4 Training

- 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. Trainees at this time may elect to return to their previous position. Upon completing the first six (6) 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 six (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 one year seniority in this classification if the employee elects to do so under the provision of 10.3e.
2. If the System Operator I fails the examination, the examination will be repeated in *approximately thirty (30) days.*
3. If failed the second time, the System Operator I will remain at that level and repeat the six (6) months 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.

**d) System Operator II through V**

1. At the end of each succeeding six (6) month period the System Operator II through IV shall complete the SOTP course and training requirements and upon completion of each period they shall take the examination. If they pass they will advance to the next level. If they fail, the test shall be repeated at six (6) month intervals until passed. An opportunity will be provided for re-examination at approximately thirty (30) days after any failed six (6) month examination. When the last six (6) month period is completed, they will become Level V System Operators; provided, however, a System Operator must spend six (6) months as a System Operator IV before being eligible to take the test as System Operator V.
2. If a Level II through IV System Operator fails three (3) times in passing a mandatory six (6) month examination or refuses to take the examination, or any combination thereof, the System Operator will be demoted in level and pay to the preceding level and the rules of that level prevail.

10.5 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 Any System Operator who has previously been in the Lineman, Wireman, Meterman or Power Generation Serviceman VI-E classification, and has successfully completed six (6) 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.

**ARTICLE XI**

**Working Rules for Power Production Employees**

11.1 This article applies to Hydro, Steam and Combustion Turbine Generation employees.

11.2 A mutually satisfactory schedule providing for the rotation of days off shall be arranged between a majority of the Operators affected 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 their effective date.

11.3 Employees shall have the privilege of 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, an Operator of equal classification at the same

plant shall be used. If such Operator is not available, then any qualified employee may be used. In cases lasting more than one shift, any qualified employee may be used provided it can be done on a straight-time basis or after one overtime shift followed by straight time.

11.5 If two (2) successive scheduled short-shift changes (less 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 not of a normal routine or emergency nature performed before or after their defined work period requiring an extended period (two (2) hours or more continuous duty), shall be paid for at the overtime rate or another Operator shall be provided to perform the work.

11.7 When a crew of three (3) or more are engaged on one specific job, and one has the responsibility for planning and directing the work, that person shall be the senior qualified employee on the crew and shall be designated as Leadman. The Leadman shall receive one dollar (\$1.00) per hour extra compensation during the time the employee is acting in such capacity.

11.8 For Electron Flume employees the Company shall provide transportation once a day, round trip for the normal shift from the designated lower parking area to Camp #6. The employees shall travel on their own time. Any transportation arrangements other than the once a day trip shall be on the employee's time and expense, except during emergency conditions where employees are called out to maintain or restore damage to the system. In such situations, the Company will provide transportation.

11.9 When three (3) or more employees, two (2) of whom are Combustion Turbine Technicians, are working on one specific job and one has the responsibility for planning and directing the work, that person shall be the senior qualified Technician on the job and will be classified as a Foreman.

11.10 *The term "Operator" shall be the Operators on duty at any Power Generation facility.*

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

11.12 a) Progression from Maintenance Man I to Serviceman IV will be continuous as provided for in the job descriptions.

b) Recognizing their experience with the Company, employees in Power Production as of August 15, 1984 may progress through the job steps up to and including Power Generation Serviceman IV, without regard to the time periods set forth on the job descriptions upon satisfactorily completing the required course material and satisfactory job performance.

c) Any employee may request a Labor/Management Committee review. The Committee will be used to make recommendations on how to resolve conflicts relating to technical training, job proficiency or classification advancement.

The Labor/Management Committee shall be made up of two (2) Management and two (2) Union represented employees. The Company and the Union shall bear all costs of their respective committee members. All requests must be made in writing to the Director of Labor Relations and the Union.

If the Labor/Management Committee's recommendation does not resolve the situation, the issue shall be forwarded to the Director of Labor Relations and the Union Business Manager for resolution.

11.13 Substation and Relay employees classified as Journeymen or third-year Apprentices (as of April 17, 1984) shall have equal bidding rights to the position of Combustion Turbine Technician.

11.14 a) Combustion Turbine Foremen and Combustion Turbine Technicians shall be considered to have classification seniority as specified in Article 2.18 (a) for Combustion Turbine Technician bids.

b) Journeymen 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 Servicemen VI for bidding Combustion Turbine Technician positions. Serviceman I-V seniority shall be included in the classification group seniority; however, Maintenance Man seniority shall not be included for purposes of bidding Combustion Turbine Technician positions.

c) Combustion Turbine Technicians and Combustion Turbine Foremen both accrue Combustion Turbine Technician seniority.

d) Present Combustion Turbine Technicians and Combustion Turbine Foremen who previously were Wiremen shall accrue Combustion Turbine Technician seniority for time in classification after April 18, 1984 and Wiremen seniority for time in classification prior to April 18, 1984.

e) For purposes of bidding Combustion Turbine Technician positions only, Combustion Turbine Technician seniority would be determined by combining Combustion Turbine Technician seniority and Wireman-Turbine seniority.

11.15 By mutual agreement between the Company and the Union, straight-time shifts of twelve (12) hour days may be established for Hydro Operators.

## **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 due to Washington State Apprenticeship Training Committee requirements and/or guidelines. A Labor/Management process will be used to address these issues and ensure compliance.

12.3 All Apprentices shall start as first period Apprentices. Each period shall be of six months duration unless the Apprentice has at least one (1) year or 2,000 hours of previous experience as a Helper 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 Joint Apprenticeship Training Committee.

12.4 An Apprentice having served the apprenticeship shall not be removed in favor of a new Apprentice until being made a Journeyman, nor can the Apprentice be replaced by a new Journeyman.

12.5 After completion of the final period of apprenticeship and successfully passing the Journeyman examination, an Apprentice must bid on the first Journeyman vacancy posted, 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 Journeyman vacancy is posted within sixty (60) days of completing their apprenticeship, the Apprentice will receive the Journeyman rate of pay for work performed, Paid Time Off, and holidays; however, the Apprentice must comply with the bidding requirements of this section.

12.6 When an Apprentice enters the final period of apprenticeship, the Apprentice may be used as a relief Journeyman in the absence of a regular Journeyman, but only while working as a Journeyman shall the Apprentice be paid the Journeyman rate of pay. The Journeyman rate shall not apply to Paid Time Off and holidays.

12.7 Apprentices shall not work on energized lines or equipment of 600 volts or over until their sixth period of apprenticeship and then only when accompanied by a Journeyman.

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 There shall not be more than one (1) Apprentice to every gang of from two (2) to six (6) Journeymen; provided, however, that every headquarters may have at least one (1) Apprentice. An Apprentice shall work under the direct supervision of a Journeyman.

12.10 A minimum of 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 Journeyman examination, the Apprentice will receive six (6) month's seniority as a Journeyman and will continue to accrue seniority in the Journeyman classification. The Apprentice will be subject to layoff in the Journeyman classification in accordance with such seniority.

#### **APPRENTICE LINEMAN**

12.13 Employees applying for any Lineman Apprentice vacancy shall be given preferential consideration in the following sequence:

1. Employees covered by overhead or underground rules of this Agreement on a Company-wide basis of classification group seniority, having satisfied the pre-qualification requirements and if deemed qualified by the Joint Apprenticeship Training Committee (JATC).
2. By other employees if deemed qualified by the JATC.
3. Refer to Helper Letter of Declaration.

#### **APPRENTICE METERMAN**

12.14 Employees applying for any Meter Apprentice vacancy shall be given preferential consideration based on the Helper Letter of Declaration.

12.15 Pre-qualifications as determined by the JATC shall be required.

12.16 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.

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 Journeyman in the shop may test all classes of meters.

#### **APPRENTICE WIREMEN**

12.17 Employees applying for any Wireman Apprentice vacancy shall be given preferential consideration in the following sequence:

1. Employees working in the substation and relay classification group having satisfied the pre-qualification requirements, if deemed qualified by the Joint Apprenticeship Training Committee (JATC).
2. Others in the A-Group.
3. Refer to Helper Letter of Declaration.

**ARTICLE XIII**  
**Working Rules for B-Group Employees**

13.1 These rules shall apply to all employees listed in Exhibit "B".

13.2 All full-time employees, excluding Engineering Planner IIIs, Engineering Planner IIs, Customer Field Representatives, Closed Account Collection Representatives, and Conservation Service Representatives, shall be paid at the overtime rate for all work performed during periods other than their normal work period.

13.3 Employees may be temporarily assigned to higher classifications to fill vacancies resulting from Paid Time Off or leave of absence and shall receive the same rate of pay they would receive for bidding the job, provided the assignments exceed three (3) days. In the temporary upgrade of Meter Readers to Customer Field Representative, such upgrade will be paid if the assignment is for one full day of eight (8) hours or more.

**13.4 Step Rates**

Advancement through step rates shall be automatic at the end of each six (6) month period, unless the employee receives a negative job evaluation.

**13.5 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 Short Term Disability, Leave without Pay, Paid Time Off 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 their 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.

**13.6 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 their 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.

**13.7 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 Director 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 Director of Labor Relations for resolution.

### **13.8 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 agreement, the Company and the 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.

### **13.9 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 Article XV, Exhibit "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>        |
|-----------------------------------|--------------------------|
| Less than 6 months                | Step One                 |
| 6 months but less than 12 months  | Step Two                 |
| 12 months but less 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 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 seven (7) 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) Subject to the preference of classification seniority, Customer Service Field Representatives who were in that position as of September 5, 1985 will be given bidding preference for the position of Engineering Planner II.

i) Guidelines for successfully bidding into the Engineering Planner I, II, III classifications shall be developed by an Engineering Training Committee. This shall be comprised of two (2) Union members appointed by the IBEW Business Office and two (2) non-Union employees. Within ninety (90) days of ratification of this Agreement they shall make recommendations to the Training Department to establish appropriate training to prepare Engineering Planners for promotional opportunities through all three levels. This committee shall continue to make recommendations as the need arises.

13.10 As part of their duties, Meter Readers and Customer Field Representatives are to work disconnect and reconnect orders on single-phase, self-contained customer meters Monday through

Saturday, 6:00 a.m. to 12:00 midnight. Meter Readers and Customer Field Representatives shall not be required to re-connect meters until they have completed a comprehensive meter reconnect training program conducted by Journeymen or other qualified employees. Requests for assistance in unsafe conditions shall be at the discretion of the employee.

## **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 Union's 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 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) The failure of an employee or the Union to submit or process a grievance within the time limits set forth in Sections 14.2, 14.3 and 14.4, or otherwise satisfy the requirements of Sections 14.2, 14.3 and 14.4, shall constitute waiver of the grievance and the grievance shall not be processed to subsequent steps.

d) If the Company fails to meet the time limits of Sections 14.2, 14.3, or 14.4, the Union shall have the right to take the grievance to the next step.

e) The parties may, by mutual agreement in writing, extend a specific time limit set forth herein. In no event, however, 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

**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 Director 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 which was not raised in Step Two.

**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 and to this end the following rules of arbitration shall apply:

1. 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.
2. 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.

3. 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 Schedule and Job Classification

15.1 The wage and salary schedules effective from January 31, 2002 through March 31, 2007, for employees covered by this Agreement shall be as set forth in Exhibits "A" and "B" included herein and made a part hereof.

The wages and salaries set forth in said exhibits 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.

15.2 B-Group employees who, as a result of reclassification to a new job, receive upgrades 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 Exhibit "B" of this article, 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 13.9 (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:

Experience

Less than 6 months  
6 months but less than 12 months  
12 months but less than 18 months  
18 months or more

Wage Step Level

Step One  
Step Two  
Step Three  
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> |
|---------------------|------------------------|
| Less than 12 months | Step One               |
| 12 months or more   | Step Three             |

15.4 a) The local training committee may review the qualifications and experience of new Line and Wire Helpers and recommend advancement of those employees with relevant experience to the appropriate level up to the 4th six-month pay step upon approval by the Company.

b) Employees transferring into Helper Line or Wire positions in accordance with 15.3 will progress to higher wage steps in accordance with time requirements and upon meeting qualifications and training requirements set by the Joint Labor/Management Committee. Such advancement will be recommended by the local training committee and approved by the Company.

c) In the event that a top step Helper from one craft bids to a Helper in another craft in the A Group, the Helper will be paid at the Step 4 rate at the time she/he begins to work in the new position.

d) 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 joint Labor/Management committee, the Helper may request the top step Helper test; and upon successful completion of the test, will be advanced to Top Step Helper.

**PUGET SOUND ENERGY  
Rate Schedule**

**Exhibit "A"**

|                       |   | <b>Straight Time</b> |                 |                 |
|-----------------------|---|----------------------|-----------------|-----------------|
|                       |   | <u>01/31/02</u>      | <u>04/01/02</u> | <u>04/01/03</u> |
| <b>LINE EMPLOYEES</b> |   |                      |                 |                 |
| *                     | Heavy Line Crew Foreman                   | 32.24                | 32.88           | 33.87           |
|                       | Line Foreman                              | 31.53                | 32.16           | 33.12           |
| *                     | Lead Lineman                              | 29.44                | 30.03           | 30.93           |
|                       | Lineman                                   | 28.03                | 28.59           | 29.45           |
|                       | Crew Dispatcher                           | 28.03                | 28.59           | 29.45           |
|                       | Equipment Operator - Line                 | 24.08                | 24.56           | 25.30           |
|                       | Tractor with Blade                        | 26.58                | 27.11           | 27.92           |
| e/b                   | Helper Line                               |                      |                 |                 |
|                       | First 6 months                            | 10.31                | 10.52           | 10.84           |
|                       | Second 6 months                           | 12.37                | 12.62           | 13.00           |
|                       | Third 6 months                            | 14.46                | 14.75           | 15.19           |
|                       | Fourth 6 months                           | 16.52                | 16.85           | 17.36           |
|                       | Fifth 6 months                            | 18.58                | 18.95           | 19.52           |
|                       | Sixth 6 months                            | 19.60                | 19.99           | 20.59           |
|                       | After 3 years                             | 20.64                | 21.05           | 21.68           |
|                       | Apprentice Lineman                        |                      |                 |                 |
|                       | First 6 months (75% of Journeyman Rate)   | 21.02                | 21.44           | 22.08           |
|                       | Second 6 months (78% of Journeyman Rate)  | 21.86                | 22.30           | 22.97           |
|                       | Third 6 months (80% of Journeyman Rate)   | 22.42                | 22.87           | 23.56           |
|                       | Fourth 6 months (83% of Journeyman Rate)  | 23.27                | 23.74           | 24.45           |
|                       | Fifth 6 months (85% of Journeyman Rate)   | 23.83                | 24.31           | 25.04           |
|                       | Sixth 6 months (87% of Journeyman Rate)   | 24.39                | 24.88           | 25.63           |
|                       | Seventh 6 months (90% of Journeyman Rate) | 25.22                | 25.72           | 26.49           |
|                       | Eighth 6 months (92% of Journeyman Rate)  | 25.79                | 26.31           | 27.10           |

|                                       | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|---------------------------------------|-----------------|-----------------|-----------------|
| Flagger Assistant Helper              |                 |                 |                 |
| First 6 months                        | 11.83           | 12.07           | 12.43           |
| Second 6 months                       | 13.01           | 13.27           | 13.67           |
| After 1 year                          | 14.19           | 14.47           | 14.90           |
| <br>                                  |                 |                 |                 |
| <b>SERVICE EMPLOYEES</b>              |                 |                 |                 |
| Service Distribution Inspector        | 24.79           | 25.29           | 26.05           |
| Service Dispatcher                    | 26.34           | 26.87           | 27.68           |
| Service Lineman                       | 28.03           | 28.59           | 30.33           |
| <br>                                  |                 |                 |                 |
| <b>SUBSTATION AND RELAY EMPLOYEES</b> |                 |                 |                 |
| * Heavy Wire Crew Foreman             | 32.24           | 32.88           | 33.87           |
| Shuffelton Shop & Yard Foreman        | 32.24           | 32.88           | 33.87           |
| Wireman Foreman                       | 31.53           | 32.16           | 33.12           |
| * Lead Wireman                        | 29.44           | 30.03           | 30.93           |
| Wireman                               | 28.03           | 28.59           | 29.45           |
| Substation Inspector                  | 28.03           | 28.59           | 29.45           |
| Equipment Operator - Wire             | 24.08           | 24.56           | 25.30           |
| e/b Helper Wire                       |                 |                 |                 |
| First 6 months                        | 10.31           | 10.52           | 10.84           |
| Second 6 months                       | 12.37           | 12.62           | 13.00           |
| Third 6 months                        | 14.46           | 14.75           | 15.19           |
| Fourth 6 months                       | 16.52           | 16.85           | 17.36           |
| Fifth 6 months                        | 18.58           | 18.95           | 19.52           |
| Sixth 6 months                        | 19.60           | 19.99           | 20.59           |
| After 3 years                         | 20.64           | 21.05           | 21.68           |

|                    |                          | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|--------------------|--------------------------|-----------------|-----------------|-----------------|
| Apprentice Wireman |                          |                 |                 |                 |
| First 6 months     | (75% of Journeyman Rate) | 21.02           | 21.44           | 22.08           |
| Second 6 months    | (78% of Journeyman Rate) | 21.86           | 22.30           | 22.97           |
| Third 6 months     | (80% of Journeyman Rate) | 22.42           | 22.87           | 23.56           |
| Fourth 6 months    | (82% of Journeyman Rate) | 23.27           | 23.74           | 24.45           |
| Fifth 6 months     | (85% of Journeyman Rate) | 23.83           | 24.31           | 25.04           |
| Sixth 6 months     | (87% of Journeyman Rate) | 24.39           | 24.88           | 25.63           |
| Seventh 6 months   | (90% of Journeyman Rate) | 25.22           | 25.72           | 26.49           |
| Eighth 6 months    | (92% of Journeyman Rate) | 25.79           | 26.31           | 27.10           |

|                  |  |       |       |       |
|------------------|--|-------|-------|-------|
| Meter/Relay Tech |  |       |       |       |
| Level V          |  | 32.24 | 32.88 | 33.87 |
| Level IV         |  | 31.53 | 32.16 | 33.12 |
| Level III        |  | 29.99 | 30.59 | 31.51 |
| Level II         |  | 28.85 | 29.43 | 30.31 |
| Level I          |  | 28.03 | 28.59 | 29.45 |

#### METER EMPLOYEES

|                             |                          |       |       |       |
|-----------------------------|--------------------------|-------|-------|-------|
| Meter Foreman               |                          | 31.53 | 32.16 | 33.12 |
| Meter Technician            |                          | 29.52 | 30.11 | 31.01 |
| Meter Journeyman            |                          | 28.03 | 28.59 | 29.45 |
| Protective Equipment Tester |                          | 28.03 | 28.59 | 29.45 |
| Apprentice Meterman         |                          |       |       |       |
| First 6 months              | (75% of Journeyman Rate) | 21.02 | 21.44 | 22.08 |
| Second 6 months             | (78% of Journeyman Rate) | 21.86 | 22.30 | 22.97 |
| Third 6 months              | (81% of Journeyman Rate) | 22.70 | 23.15 | 23.84 |
| Fourth 6 months             | (84% of Journeyman Rate) | 23.54 | 24.01 | 24.73 |
| Fifth 6 months              | (88% of Journeyman Rate) | 24.67 | 25.16 | 25.91 |
| Sixth 6 months              | (92% of Journeyman Rate) | 25.78 | 26.30 | 27.09 |
| Meter Tester                |                          | 22.70 | 23.15 | 23.84 |



|   | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|---|-----------------|-----------------|-----------------|
| e Helper Meter/Transformer                |                 |                 |                 |
| First 6 months                            | 10.50           | 10.71           | 11.03           |
| Second 6 months                           | 11.99           | 12.23           | 12.60           |
| Third 6 months                            | 14.08           | 14.36           | 14.79           |
| Fourth 6 months                           | 16.54           | 16.87           | 17.38           |
| After 2 years                             | 19.31           | 19.70           | 20.29           |
| Transformerman                            | 21.91           | 22.35           | 23.02           |
| Head Transformerman                       | 25.55           | 26.06           | 26.84           |
| <b>COMMUNICATIONS EMPLOYEES</b>           |                 |                 |                 |
| Technician Foreman                        | 32.67           | 33.32           | 34.32           |
| Communications Technician                 |                 |                 |                 |
| First 2 years                             | 28.77           | 29.35           | 30.23           |
| Second 2 years                            | 29.92           | 30.52           | 31.44           |
| After 4 years                             | 30.77           | 31.39           | 32.33           |
| Communications Technician - Class B       | 28.03           | 28.59           | 29.45           |
| Interference Locator                      | 28.03           | 28.59           | 29.45           |
| Communications Technician Trainee         |                 |                 |                 |
| First 6 months (75% of Journeyman Rate)   | 21.58           | 22.01           | 22.67           |
| Second 6 months (78% of Journeyman Rate)  | 22.44           | 22.89           | 23.58           |
| Third 6 months (80% of Journeyman Rate)   | 23.02           | 23.48           | 24.18           |
| Fourth 6 months (83% of Journeyman Rate)  | 23.88           | 24.36           | 25.09           |
| Fifth 6 months (85% of Journeyman Rate)   | 24.45           | 24.94           | 25.69           |
| Sixth 6 months (87% of Journeyman Rate)   | 25.03           | 25.53           | 26.30           |
| Seventh 6 months (90% of Journeyman Rate) | 25.89           | 26.41           | 27.20           |
| Eighth 6 months (92% of Journeyman Rate)  | 26.47           | 27.00           | 27.81           |
| Communications Repairman                  | 23.15           | 23.61           | 24.32           |

|                                   | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|-----------------------------------|-----------------|-----------------|-----------------|
| <i>e Helper Communications</i>    |                 |                 |                 |
| First 6 months                    | 10.50           | 10.71           | 11.03           |
| Second 6 months                   | 11.99           | 12.23           | 12.60           |
| Third 6 months                    | 14.08           | 14.36           | 14.79           |
| Fourth 6 months                   | 16.54           | 16.87           | 17.38           |
| After 2 years                     | 19.31           | 19.70           | 20.29           |
| <br>                              |                 |                 |                 |
| SYSTEM OPERATION EMPLOYEES        |                 |                 |                 |
| System Operator V                 | 31.64           | 32.27           | 33.24           |
| System Operator IV                | 30.53           | 31.14           | 32.07           |
| System Operator III               | 29.45           | 30.04           | 30.94           |
| System Operator II                | 28.35           | 28.92           | 29.79           |
| System Operator I                 | 27.52           | 28.07           | 28.91           |
| System Operator Trainee           | 26.41           | 26.94           | 27.75           |
| <br>                              |                 |                 |                 |
| POWER PRODUCTION EMPLOYEES        |                 |                 |                 |
| Foreman - Combustion Turbine      | 31.53           | 32.16           | 33.12           |
| Foreman - Thermal                 | 31.53           | 32.16           | 33.12           |
| Combustion Turbine Technician IV  | 30.54           | 31.15           | 32.08           |
| Combustion Turbine Technician III | 29.71           | 30.30           | 31.21           |
| Combustion Turbine Technician II  | 28.87           | 29.45           | 30.33           |
| Combustion Turbine Technician I   | 28.03           | 28.59           | 29.45           |
| Combustion Turbine Serviceman VI  | 28.03           | 28.59           | 29.45           |
| Combustion Turbine Serviceman V   | 26.70           | 27.23           | 28.05           |
| Combustion Turbine Serviceman IV  | 25.74           | 26.25           | 27.04           |
| Combustion Turbine Serviceman III | 24.53           | 25.02           | 25.77           |
| Combustion Turbine Serviceman II  | 23.30           | 23.77           | 24.48           |
| Combustion Turbine Serviceman I   | 22.07           | 22.51           | 23.19           |

|  | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|--|-----------------|-----------------|-----------------|
| Power Generation Serviceman VI - E/M                             | 28.03           | 28.59           | 29.45           |
| Power Generation Serviceman V - E/M                              | 25.29           | 26.82           | 27.62           |
| Power Generation Serviceman IV - E/M                             | 25.74           | 26.25           | 27.04           |
| Power Generation Serviceman III - E/M                            | 24.53           | 25.02           | 25.77           |
| Power Generation Serviceman II                                   | 23.30           | 23.77           | 24.48           |
| Power Generation Serviceman I                                    | 22.07           | 22.51           | 23.19           |
| Maintenance Man VI   | 20.82           | 21.24           | 21.88           |
| Maintenance Man V  | 18.76           | 19.14           | 19.71           |
| Maintenance Man IV   | 16.69           | 17.02           | 17.53           |
| Maintenance Man III  | 14.60           | 14.89           | 15.34           |
| Maintenance Man II   | 12.58           | 12.83           | 13.21           |
| e/e Maintenance Man I  | 10.50           | 10.71           | 11.03           |
| Steam Engineer   | 29.62           | 30.21           | 31.12           |
| Hydro Operator (Automatic Plants)                                | 27.45           | 28.00           | 28.84           |
| Headworks Attendant/Flume Patrolman                              | 22.32           | 22.77           | 23.45           |
| Maintenance/Flume Patrolman                                      | 20.23           | 20.63           | 21.25           |
| Leadman - Applicable to Serviceman and Maintenance position only | 0.92            | 1.00            | 1.00            |
| <br>   |                 |                 |                 |
| <b>STORES EMPLOYEES</b>  |                 |                 |                 |
| Storekeeper  | 25.26           | 25.77           | 26.54           |
| e/b Warehouse IV   | 23.08           | 23.54           | 24.25           |
| Warehouse III  | 21.81           | 22.25           | 22.92           |
| Warehouse II   | 20.18           | 20.58           | 21.20           |
| Warehouse I  | 18.43           | 18.80           | 19.36           |

|   | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|---|-----------------|-----------------|-----------------|
| <b>FLEET SERVICES EMPLOYEES</b>           |                 |                 |                 |
| Garage Foreman                            | 27.36           | 27.91           | 28.75           |
| Lead Partsman                             | 25.90           | 26.42           | 27.21           |
| Garage Mechanic, After 1 year             | 24.69           | 25.18           | 25.94           |
| Garage Mechanic, First 12 months          | 22.91           | 23.37           | 24.07           |
| Transportation Service Dispatcher:        | 24.42           | 24.91           | 25.66           |
| Equipment Operator - Fleet                | 24.42           | 24.91           | 25.66           |
| Counterman                                | 20.76           | 21.18           | 21.82           |
| Repairman                                 | 19.68           | 20.07           | 20.67           |
| e Helper Garage                           |                 |                 |                 |
| First 6 months                            | 10.50           | 10.71           | 11.03           |
| Second 6 months                           | 11.99           | 12.23           | 12.60           |
| Third 6 months                            | 13.66           | 13.93           | 14.35           |
| Fourth 6 months                           | 15.65           | 15.96           | 16.44           |
| After 2 years                             | 18.75           | 19.13           | 19.70           |
| Apprentice Mechanic                       |                 |                 |                 |
| First 6 months (75% of Journeyman Rate)   | 18.52           | 18.89           | 19.46           |
| Second 6 months (78% of Journeyman Rate)  | 19.26           | 19.65           | 20.24           |
| Third 6 months (80% of Journeyman Rate)   | 19.76           | 20.16           | 20.76           |
| Fourth 6 months (83% of Journeyman Rate)  | 20.50           | 20.91           | 21.54           |
| Fifth 6 months (85% of Journeyman Rate)   | 20.99           | 21.41           | 22.05           |
| Sixth 6 months (87% of Journeyman Rate)   | 21.48           | 21.91           | 22.57           |
| Seventh 6 months (90% of Journeyman Rate) | 22.22           | 22.66           | 23.34           |
| Eighth 6 months (92% of Journeyman Rate)  | 22.71           | 23.16           | 23.85           |
| Drayage Trailer                           | 23.66           | 24.13           | 24.85           |

| BUILDING SERVICES EMPLOYEES |                              | <u>01/31/02</u> | <u>04/01/02</u> | <u>04/01/03</u> |
|-----------------------------|------------------------------|-----------------|-----------------|-----------------|
|                             | Janitor - Leadman            | 17.95           | 18.31           | 18.86           |
| e                           | Janitor                      |                 |                 |                 |
|                             | First 6 months               | 10.50           | 10.71           | 11.03           |
|                             | Second 6 months              | 11.99           | 12.23           | 12.60           |
|                             | Third 6 months               | 13.39           | 13.66           | 14.07           |
|                             | Fourth 6 months              | 15.43           | 15.74           | 16.21           |
| e                           | Facilities Attendant         |                 |                 |                 |
|                             | First 6 months               | 10.50           | 10.71           | 11.03           |
|                             | Second 6 months              | 11.99           | 12.23           | 12.60           |
|                             | After 1 year                 | 13.39           | 13.66           | 14.07           |
|                             | Building Maintenance Foreman | 25.62           | 26.13           | 26.91           |
| e                           | Building Serviceman          |                 |                 |                 |
|                             | Step 1                       | 10.50           | 10.71           | 11.03           |
|                             | Step 2                       | 12.38           | 12.63           | 13.01           |
|                             | Step 3                       | 14.87           | 15.17           | 15.63           |
|                             | Step 4                       | 18.82           | 19.20           | 19.78           |
|                             | Step 5                       | 21.07           | 21.49           | 22.13           |
|                             | Step 6                       | 23.13           | 23.59           | 24.30           |

e Designates entry level non-bid position

e/b Designates entry level if no bidder with one year classification seniority

\* Non-bid position

e/e Maintenanceman for Combustion Turbine is an entry level, non-bid job

**PUGET SOUND ENERGY**  
Rate Schedule

Exhibit "A"

|   | Straight Time   |                 |                 |
|---|-----------------|-----------------|-----------------|
|   | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
| <b>LINE EMPLOYEES</b>                     |                 |                 |                 |
| * Heavy Line Crew Foreman                 | 34.89           | 35.94           | 37.02           |
| Line Foreman                              | 34.11           | 35.13           | 36.18           |
| * Lead Lineman                            | 31.86           | 32.82           | 33.80           |
| Lineman                                   | 30.33           | 31.24           | 32.18           |
| Crew Dispatcher                           | 30.33           | 31.24           | 32.18           |
| Equipment Operator - Line                 | 26.06           | 26.84           | 27.65           |
| Tractor with Blade                        | 28.76           | 29.62           | 30.51           |
| e/b Helper Line                           |                 |                 |                 |
| First 6 months                            | 11.17           | 11.51           | 11.86           |
| Second 6 months                           | 13.39           | 13.79           | 14.20           |
| Third 6 months                            | 15.65           | 16.12           | 16.60           |
| Fourth 6 months                           | 17.88           | 18.42           | 18.97           |
| Fifth 6 months                            | 20.11           | 20.71           | 21.33           |
| Sixth 6 months                            | 21.21           | 21.85           | 22.51           |
| After 3 years                             | 22.33           | 23.00           | 23.89           |
| Apprentice Lineman                        |                 |                 |                 |
| First 6 months (75% of Journeyman Rate)   | 22.74           | 23.42           | 24.12           |
| Second 6 months (78% of Journeyman Rate)  | 23.66           | 24.37           | 25.10           |
| Third 6 months (80% of Journeyman Rate)   | 24.27           | 25.00           | 25.76           |
| Fourth 6 months (83% of Journeyman Rate)  | 25.18           | 25.94           | 26.72           |
| Fifth 6 months (85% of Journeyman Rate)   | 25.79           | 26.56           | 27.36           |
| Sixth 6 months (87% of Journeyman Rate)   | 26.40           | 27.19           | 28.01           |
| Seventh 6 months (90% of Journeyman Rate) | 27.28           | 28.10           | 28.94           |
| Eighth 6 months (92% of Journeyman Rate)  | 27.91           | 28.75           | 29.61           |

|                                       | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|---------------------------------------|-----------------|-----------------|-----------------|
| <i>Flagger Assistant Helper</i>       |                 |                 |                 |
| First 6 months                        | 12.80           | 13.18           | 13.58           |
| Second 6 months                       | 14.08           | 14.50           | 14.94           |
| After 1 year                          | 15.35           | 15.81           | 16.28           |
| <br>                                  |                 |                 |                 |
| <b>SERVICE EMPLOYEES</b>              |                 |                 |                 |
| Service Distribution Inspector        | 26.83           | 27.63           | 28.46           |
| Service Dispatcher                    | 28.51           | 29.37           | 30.25           |
| Service Lineman                       | 31.24           | 32.18           | 33.15           |
| <br>                                  |                 |                 |                 |
| <b>SUBSTATION AND RELAY EMPLOYEES</b> |                 |                 |                 |
| * Heavy Wire Crew Foreman             | 34.89           | 35.94           | 37.02           |
| Shuffelton Shop & Yard Foreman        | 34.89           | 35.94           | 37.02           |
| Wireman Foreman                       | 34.11           | 35.13           | 36.18           |
| * Lead Wireman                        | 31.86           | 32.82           | 33.80           |
| Wireman                               | 30.33           | 31.24           | 32.18           |
| Substation Inspector                  | 30.33           | 31.24           | 32.18           |
| Equipment Operator - Wire             | 26.06           | 26.84           | 27.65           |
| e/b Helper Wire                       |                 |                 |                 |
| First 6 months                        | 11.17           | 11.51           | 11.86           |
| Second 6 months                       | 13.39           | 13.79           | 14.20           |
| Third 6 months                        | 15.65           | 16.12           | 16.60           |
| Fourth 6 months                       | 17.88           | 18.42           | 18.97           |
| Fifth 6 months                        | 20.11           | 20.71           | 21.33           |
| Sixth 6 months                        | 21.21           | 21.85           | 22.51           |
| After 3 years                         | 22.33           | 23.00           | 23.69           |

|                             |                          | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|-----------------------------|--------------------------|-----------------|-----------------|-----------------|
| <b>Apprentice Wireman</b>   |                          |                 |                 |                 |
| First 6 months              | (75% of Journeyman Rate) | 22.74           | 23.42           | 24.12           |
| Second 6 months             | (78% of Journeyman Rate) | 23.66           | 24.37           | 25.10           |
| Third 6 months              | (80% of Journeyman Rate) | 24.27           | 25.00           | 25.75           |
| Fourth 6 months             | (83% of Journeyman Rate) | 25.18           | 25.94           | 26.72           |
| Fifth 6 months              | (85% of Journeyman Rate) | 25.79           | 26.56           | 27.36           |
| Sixth 6 months              | (87% of Journeyman Rate) | 26.40           | 27.19           | 28.01           |
| Seventh 6 months            | (90% of Journeyman Rate) | 27.28           | 28.10           | 28.94           |
| Eighth 6 months             | (92% of Journeyman Rate) | 27.91           | 28.75           | 29.61           |
| <br>                        |                          |                 |                 |                 |
| <b>Meter/Relay Tech</b>     |                          |                 |                 |                 |
| Level V                     |                          | 34.89           | 35.94           | 37.02           |
| Level IV                    |                          | 34.11           | 35.13           | 36.18           |
| Level III                   |                          | 32.46           | 33.43           | 34.43           |
| Level II                    |                          | 31.22           | 32.16           | 33.12           |
| Level I                     |                          | 30.33           | 31.24           | 32.18           |
| <br>                        |                          |                 |                 |                 |
| <b>METER EMPLOYEES</b>      |                          |                 |                 |                 |
| Meter Foreman               |                          | 34.11           | 35.13           | 36.18           |
| Meter Technician            |                          | 31.94           | 32.90           | 33.89           |
| Meter Journeyman            |                          | 30.33           | 31.24           | 32.18           |
| Protective Equipment Tester |                          | 30.33           | 31.24           | 32.18           |
| <b>Apprentice Meterman</b>  |                          |                 |                 |                 |
| First 6 months              | (75% of Journeyman Rate) | 22.74           | 23.42           | 24.12           |
| Second 6 months             | (78% of Journeyman Rate) | 23.66           | 24.37           | 25.10           |
| Third 6 months              | (81% of Journeyman Rate) | 24.56           | 25.30           | 26.06           |
| Fourth 6 months             | (84% of Journeyman Rate) | 25.47           | 26.23           | 27.02           |
| Fifth 6 months              | (88% of Journeyman Rate) | 26.69           | 27.49           | 28.31           |
| Sixth 6 months              | (92% of Journeyman Rate) | 27.90           | 28.74           | 29.60           |
| Meter Tester                |                          | 24.56           | 25.30           | 26.06           |



|   | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|---|-----------------|-----------------|-----------------|
| e Helper Meter/Transformer                |                 |                 |                 |
| First 6 months                            | 11.36           | 11.70           | 12.05           |
| Second 6 months                           | 12.96           | 13.37           | 13.77           |
| Third 6 months                            | 15.23           | 15.69           | 16.16           |
| Fourth 6 months                           | 17.90           | 18.44           | 18.99           |
| After 2 years                             | 20.90           | 21.53           | 22.18           |
| Transformerman                            | 23.71           | 24.42           | 25.15           |
| Head Transformerman                       | 27.65           | 28.48           | 29.33           |
| <b>COMMUNICATIONS EMPLOYEES</b>           |                 |                 |                 |
| Technician Foreman                        | 35.35           | 36.41           | 37.50           |
| Communications Technician                 |                 |                 |                 |
| First 2 years                             | 31.14           | 32.07           | 33.03           |
| Second 2 years                            | 32.38           | 33.35           | 34.35           |
| After 4 years                             | 33.30           | 34.30           | 35.33           |
| Communications Technician - Class B       | 30.33           | 31.24           | 32.18           |
| Interference Locator                      | 30.33           | 31.24           | 32.18           |
| Communications Technician Trainee         |                 |                 |                 |
| First 6 months (75% of Journeyman Rate)   | 23.35           | 24.05           | 24.77           |
| Second 6 months (78% of Journeyman Rate)  | 24.29           | 25.02           | 25.77           |
| Third 6 months (80% of Journeyman Rate)   | 24.91           | 25.66           | 26.43           |
| Fourth 6 months (83% of Journeyman Rate)  | 25.84           | 26.62           | 27.42           |
| Fifth 6 months (85% of Journeyman Rate)   | 26.46           | 27.25           | 28.07           |
| Sixth 6 months (87% of Journeyman Rate)   | 27.09           | 27.90           | 28.74           |
| Seventh 6 months (90% of Journeyman Rate) | 28.02           | 28.86           | 29.73           |
| Eighth 6 months (92% of Journeyman Rate)  | 28.64           | 29.50           | 30.39           |
| Communications Repairman                  | 25.05           | 25.80           | 26.57           |

|                                   | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|-----------------------------------|-----------------|-----------------|-----------------|
| e Helper Communications           |                 |                 |                 |
| First 6 months                    | 11.36           | 11.70           | 12.05           |
| Second 6 months                   | 12.98           | 13.37           | 13.77           |
| Third 6 months                    | 15.23           | 15.69           | 16.16           |
| Fourth 6 months                   | 17.90           | 18.44           | 18.99           |
| After 2 years                     | 20.90           | 21.53           | 22.18           |
| <br>                              |                 |                 |                 |
| SYSTEM OPERATION EMPLOYEES        |                 |                 |                 |
| System Operator V                 | 34.24           | 35.27           | 36.33           |
| System Operator IV                | 33.03           | 34.02           | 35.04           |
| System Operator III               | 31.87           | 32.83           | 33.81           |
| System Operator II                | 30.68           | 31.60           | 32.55           |
| System Operator I                 | 29.78           | 30.67           | 31.59           |
| System Operator Trainee           | 28.58           | 29.44           | 30.32           |
| <br>                              |                 |                 |                 |
| POWER PRODUCTION EMPLOYEES        |                 |                 |                 |
| Foreman - Combustion Turbine      | 34.11           | 35.13           | 36.18           |
| Foreman - Thermal                 | 34.11           | 35.13           | 36.18           |
| Combustion Turbine Technician IV  | 33.04           | 34.03           | 35.05           |
| Combustion Turbine Technician III | 32.15           | 33.11           | 34.10           |
| Combustion Turbine Technician II  | 31.24           | 32.18           | 33.15           |
| Combustion Turbine Technician I   | 30.33           | 31.24           | 32.18           |
| Combustion Turbine Serviceman VI  | 30.33           | 31.24           | 32.18           |
| Combustion Turbine Serviceman V   | 28.89           | 29.76           | 30.65           |
| Combustion Turbine Serviceman IV  | 27.85           | 28.69           | 29.55           |
| Combustion Turbine Serviceman III | 26.54           | 27.34           | 28.16           |
| Combustion Turbine Serviceman II  | 25.21           | 25.97           | 26.75           |
| Combustion Turbine Serviceman I   | 23.89           | 24.61           | 25.35           |

|  | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|--|-----------------|-----------------|-----------------|
| Power Generation Serviceman VI - E/M                             | 30.33           | 31.24           | 32.18           |
| Power Generation Serviceman V - E/M                              | 28.45           | 29.30           | 30.18           |
| Power Generation Serviceman IV - E/M                             | 27.85           | 28.69           | 29.55           |
| Power Generation Serviceman III - E/M                            | 26.54           | 27.34           | 28.16           |
| Power Generation Serviceman II                                   | 25.21           | 25.97           | 26.75           |
| Power Generation Serviceman I                                    | 23.69           | 24.61           | 25.35           |
| Maintenance Man VI   | 22.54           | 23.22           | 23.92           |
| Maintenance Man V  | 20.30           | 20.91           | 21.54           |
| Maintenance Man IV   | 18.06           | 18.60           | 19.16           |
| Maintenance Man III  | 15.80           | 16.27           | 16.76           |
| Maintenance Man II   | 13.61           | 14.02           | 14.44           |
| e/e Maintenance Man I  | 11.36           | 11.70           | 12.05           |
| Steam Engineer   | 32.05           | 33.01           | 34.00           |
| Hydro Operator (Automatic Plants)                                | 29.71           | 30.60           | 31.52           |
| Headworks Attendant/Flume Patrolman                              | 24.15           | 24.87           | 25.62           |
| Maintenance/Flume Patrolman                                      | 21.89           | 22.55           | 23.23           |
| Leadman - Applicable to Serviceman and Maintenance position only | 1.00            | 1.00            | 1.00            |
| <br>   |                 |                 |                 |
| STORES EMPLOYEES   |                 |                 |                 |
| Storekeeper  | 27.34           | 28.16           | 29.00           |
| e/b Warehouseman IV  | 24.98           | 25.73           | 26.50           |
| Warehouseman III   | 23.61           | 24.32           | 25.05           |
| Warehouseman II  | 21.84           | 22.50           | 23.18           |
| Warehouseman I   | 19.94           | 20.54           | 21.16           |

|                                 |   | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|---------------------------------|---|-----------------|-----------------|-----------------|
| <b>FLEET SERVICES EMPLOYEES</b> |   |                 |                 |                 |
|                                 | Garage Foreman                            | 29.61           | 30.50           | 31.42           |
|                                 | Lead Partsman                             | 28.03           | 28.87           | 29.74           |
|                                 | Garage Mechanic, After 1 year             | 26.72           | 27.52           | 28.35           |
|                                 | Garage Mechanic, First 12 months          | 24.79           | 25.53           | 26.30           |
|                                 | Transportation Service Dispatcher         | 26.43           | 27.22           | 28.04           |
|                                 | Equipment Operator - Fleet                | 26.43           | 27.22           | 28.04           |
|                                 | Counterman                                | 22.47           | 23.14           | 23.83           |
|                                 | Repairman                                 | 21.29           | 21.93           | 22.59           |
| e                               | Helper Garage                             |                 |                 |                 |
|                                 | First 6 months                            | 11.36           | 11.70           | 12.05           |
|                                 | Second 6 months                           | 12.98           | 13.37           | 13.77           |
|                                 | Third 6 months                            | 14.78           | 15.22           | 15.68           |
|                                 | Fourth 6 months                           | 16.93           | 17.44           | 17.96           |
|                                 | After 2 years                             | 20.29           | 20.90           | 21.53           |
|                                 | Apprentice Mechanic                       |                 |                 |                 |
|                                 | First 6 months (75% of Journeyman Rate)   | 20.04           | 20.64           | 21.26           |
|                                 | Second 6 months (78% of Journeyman Rate)  | 20.85           | 21.48           | 22.12           |
|                                 | Third 6 months (80% of Journeyman Rate)   | 21.38           | 22.02           | 22.68           |
|                                 | Fourth 6 months (83% of Journeyman Rate)  | 22.19           | 22.86           | 23.55           |
|                                 | Fifth 6 months (85% of Journeyman Rate)   | 22.71           | 23.39           | 24.09           |
|                                 | Sixth 6 months (87% of Journeyman Rate)   | 23.25           | 23.95           | 24.67           |
|                                 | Seventh 6 months (90% of Journeyman Rate) | 24.04           | 24.76           | 25.50           |
|                                 | Eighth 6 months (92% of Journeyman Rate)  | 24.57           | 25.31           | 26.07           |
|                                 | Drayage Trailer                           | 25.60           | 26.37           | 27.16           |

|                                    | <u>04/01/04</u> | <u>04/01/05</u> | <u>04/01/06</u> |
|------------------------------------|-----------------|-----------------|-----------------|
| <b>BUILDING SERVICES EMPLOYEES</b> |                 |                 |                 |
| Janitor - Leadman                  | 19.43           | 20.01           | 20.61           |
| e Janitor                          |                 |                 |                 |
| First 6 months                     | 11.36           | 11.70           | 12.05           |
| Second 6 months                    | 12.98           | 13.37           | 13.77           |
| Third 6 months                     | 14.49           | 14.92           | 15.37           |
| Fourth 6 months                    | 16.70           | 17.20           | 17.72           |
| e Facilities Attendant             |                 |                 |                 |
| First 6 months                     | 11.36           | 11.70           | 12.05           |
| Second 6 months                    | 12.98           | 13.37           | 13.77           |
| After 1 year                       | 14.49           | 14.92           | 15.37           |
| Building Maintenance Foreman       | 27.72           | 28.55           | 29.41           |
| e Building Serviceman              |                 |                 |                 |
| Step 1                             | 11.36           | 11.70           | 12.05           |
| Step 2                             | 13.40           | 13.80           | 14.21           |
| Step 3                             | 16.10           | 16.58           | 17.08           |
| Step 4                             | 20.37           | 20.98           | 21.61           |
| Step 5                             | 22.79           | 23.47           | 24.17           |
| Step 6                             | 25.03           | 25.78           | 26.55           |

- e Designates entry level non-bid position
- e/b Designates entry level if no bidder with one year classification seniority
- \* Non-bid position
- e/e Maintenance man for Combustion Turbine is an entry level, non-bid job

**PUGET SOUND ENERGY**  
**Rate Schedule**  
**January 31, 2002 through March 31, 2002**  
**EXHIBIT "B"**

| <b>Classification</b>  | <b>Grade</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Typist   | 1            | \$8.28        | \$8.88        | \$9.52        | \$10.20       | \$10.90       |               |               |
| Cons. Accounting Clerk<br>General Clerk<br>Messenger<br>Telephone Operator                       | 2            | \$8.96        | \$9.58        | \$10.28       | \$11.02       | \$11.76       |               |               |
| Cash Clerk<br>Closed Accts. Credit Clerk<br>Customer Service Clerk<br>Key Entry Operator         | 3            | \$9.68        | \$10.35       | \$11.10       | \$11.90       | \$12.72       |               |               |
| Cons. Service Clerk<br>Senior Cash Clerk   | 4            | \$10.44       | \$11.20       | \$12.01       | \$12.81       | \$13.75       |               |               |
| Engineering Aide<br>Stenographer   | 5            | \$11.27       | \$11.78       | \$12.36       | \$12.93       | \$13.56       | \$14.20       | \$14.84       |
| Accounting Clerk<br>Contract Control Clerk<br>CSR I<br>Engineering Planner 1<br>e/b Meter Reader | 6            | \$12.18       | \$12.74       | \$13.36       | \$13.96       | \$14.62       | \$15.31       | \$16.05       |

Operating Clerk  
Reconciliation Clerk

| <b>Classification</b>  | <b>Grade</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Chief Tel. Operator<br>Phototypesetting Operator   | 7            | \$13.15       | \$13.78       | \$14.41       | \$15.10       | \$15.80       | \$16.54       | \$17.33       |
| Cons. Service Rep.<br>Customer Field Rep.<br>Reprographics Operator  | 8            | \$14.22       | \$14.86       | \$15.59       | \$16.28       | \$17.05       | \$17.87       | \$18.68       |
| Closed Accts. Coll. Rep.<br>Customer Construction Rep.<br>CSR II<br>Engineering Planner 2<br>Senior Stores Clerk | 9            | \$15.34       | \$16.08       | \$16.83       | \$17.62       | \$18.44       | \$19.29       | \$20.19       |
| Senior Cons. Service Clerk<br>Senior Operating Clerk   | 10           | \$16.56       | \$17.35       | \$18.17       | \$18.99       | \$19.88       | \$20.84       | \$21.82       |
| Customer Service Field Lead<br>Financial Information Tech.<br>Senior Print & Stat. Clerk                         | 11           | \$17.89       | \$18.73       | \$19.64       | \$20.53       | \$21.50       | \$22.52       | \$23.57       |
| Lead Customer Service Rep.<br>Engineering Planner 3  | 12           | \$19.32       | \$20.25       | \$21.19       | \$22.20       | \$23.24       | \$24.32       | \$25.45       |
| Accountant   | 13           | \$20.87       | \$21.86       | \$22.88       | \$23.94       | \$25.08       | \$26.28       | \$27.47       |

e/b - Designates entry level if no bidders with one year classification seniority

**PUGET SOUND ENERGY**  
**Rate Schedule**  
*April 1, 2002 through March 31, 2003*  
**EXHIBIT "B"**

| <b>Classification</b>   | <b>Grade</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|---|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Typist  | 1            | \$8.45        | \$9.06        | \$9.71        | \$10.40       | \$11.12       |               |               |
| Cons. Accounting Clerk<br>General Clerk<br>Messenger<br>Telephone Operator  | 2            | \$9.13        | \$9.77        | \$10.49       | \$11.24       | \$12.00       |               |               |
| Cash Clerk<br>Closed Accts. Credit Clerk<br>Customer Service Clerk<br>Key Entry Operator  | 3            | \$9.87        | \$10.56       | \$11.32       | \$12.14       | \$12.97       |               |               |
| Cons. Service Clerk<br>Senior Cash Clerk  | 4            | \$10.65       | \$11.42       | \$12.25       | \$13.07       | \$14.03       |               |               |
| Engineering Aide<br>Stenographer  | 5            | \$11.50       | \$12.02       | \$12.61       | \$13.19       | \$13.83       | \$14.48       | \$15.14       |
| Accounting Clerk<br>Contract Control Clerk<br>CSR I<br>Engineering Planner 1<br>e/b Meter Reader<br>Operating Clerk<br>Reconciliation Clerk | 6            | \$12.42       | \$12.99       | \$13.63       | \$14.24       | \$14.91       | \$15.62       | \$16.37       |



| Classification   | Grade | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  |
|--|-------|---------|---------|---------|---------|---------|---------|---------|
| Chief Tel. Operator<br>Phototypesetting Operator   | 7     | \$13.41 | \$14.06 | \$14.70 | \$15.40 | \$16.12 | \$16.88 | \$17.68 |
| Cons. Service Rep.<br>Customer Field Rep.<br>Reprographics Operator  | 8     | \$14.50 | \$15.16 | \$15.90 | \$16.60 | \$17.40 | \$18.23 | \$19.05 |
| Closed Accts. Coll. Rep.<br>Customer Construction Rep.<br>CSR II<br>Engineering Planner 2<br>Senior Stores Clerk | 9     | \$15.65 | \$16.40 | \$17.17 | \$17.97 | \$18.81 | \$19.67 | \$20.59 |
| Senior Cons. Service Clerk<br>Senior Operating Clerk   | 10    | \$16.90 | \$17.70 | \$18.53 | \$19.37 | \$20.28 | \$21.26 | \$22.26 |
| Customer Service Field Lead<br>Financial Information Tech.<br>Senior Print & Stat. Clerk                         | 11    | \$18.25 | \$19.10 | \$20.03 | \$20.94 | \$21.93 | \$22.97 | \$24.04 |
| Lead Customer Service Rep.<br>Engineering Planner 3  | 12    | \$19.71 | \$20.65 | \$21.61 | \$22.64 | \$23.70 | \$24.80 | \$25.96 |
| Accountant   | 13    | \$21.29 | \$22.30 | \$23.34 | \$24.42 | \$25.58 | \$26.80 | \$28.02 |

e/b - Designates entry level if no bidders with one year classification seniority

**PUGET SOUND ENERGY**  
**Rate Schedule**  
**April 1, 2003 through March 31, 2004**  
**EXHIBIT "B"**

| <b>Classification</b>   | <b>Grade</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|---|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Typist  | 1            | \$8.70        | \$9.33        | \$10.00       | \$10.72       | \$11.46       |               |               |
| Cons. Accounting Clerk<br>General Clerk<br>Messenger<br>Telephone Operator  | 2            | \$9.41        | \$10.06       | \$10.80       | \$11.57       | \$12.36       |               |               |
| Cash Clerk<br>Closed Accts. Credit Clerk<br>Customer Service Clerk<br>Key Entry Operator  | 3            | \$10.17       | \$10.88       | \$11.66       | \$12.51       | \$13.36       |               |               |
| Cons. Service Clerk<br>Senior Cash Clerk  | 4            | \$10.97       | \$11.77       | \$12.61       | \$13.46       | \$14.45       |               |               |
| Engineering Aide<br>Stenographer  | 5            | \$11.84       | \$12.38       | \$12.99       | \$13.59       | \$14.24       | \$14.92       | \$15.59       |
| Accounting Clerk<br>Contract Control Clerk<br>CSR I<br>Engineering Planner 1<br>e/b Meter Reader<br>Operating Clerk<br>Reconciliation Clerk | 6            | \$12.80       | \$13.38       | \$14.04       | \$14.67       | \$15.36       | \$16.08       | \$16.86       |

| <b>Classification</b>  | <b>Grade</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Chief Tel. Operator<br>Phototypesetting Operator   | 7            | \$13.81       | \$14.48       | \$15.14       | \$15.86       | \$16.60       | \$17.38       | \$18.21       |
| Cons. Service Rep.<br>Customer Field Rep.<br>Reprographics Operator  | 8            | \$14.94       | \$15.61       | \$16.37       | \$17.10       | \$17.92       | \$18.77       | \$19.62       |
| Closed Accts. Coll. Rep.<br>Customer Construction Rep.<br>CSR II<br>Engineering Planner 2<br>Senior Stores Clerk | 9            | \$16.12       | \$16.89       | \$17.68       | \$18.51       | \$19.37       | \$20.26       | \$21.21       |
| Senior Cons. Service Clerk<br>Senior Operating Clerk   | 10           | \$17.40       | \$18.23       | \$19.09       | \$19.95       | \$20.89       | \$21.89       | \$22.93       |
| Customer Service Field Lead<br>Financial Information Tech.<br>Senior Print & Stat. Clerk                         | 11           | \$18.80       | \$19.67       | \$20.63       | \$21.57       | \$22.59       | \$23.66       | \$24.76       |
| Lead Customer Service Rep.<br>Engineering Planner 3  | 12           | \$20.30       | \$21.27       | \$22.26       | \$23.32       | \$24.41       | \$25.55       | \$26.74       |
| Accountant   | 13           | \$21.93       | \$22.96       | \$24.04       | \$25.15       | \$26.35       | \$27.60       | \$28.86       |

e/b - Designates entry level if no bidders with one year classification seniority

**PUGET SOUND ENERGY**  
**Rate Schedule**  
**April 1, 2004 through March 31, 2005**  
**EXHIBIT "B"**

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| Classification  | Grade | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  |
|---|-------|---------|---------|---------|---------|---------|---------|---------|
| Typist  | 1     | \$8.96  | \$9.61  | \$10.30 | \$11.04 | \$11.80 |         |         |
| Cons. Accounting Clerk<br>General Clerk<br>Messenger<br>Telephone Operator  | 2     | \$9.69  | \$10.36 | \$11.13 | \$11.92 | \$12.73 |         |         |
| Cash Clerk<br>Closed Accts. Credit Clerk<br>Customer Service Clerk<br>Key Entry Operator  | 3     | \$10.47 | \$11.20 | \$12.01 | \$12.88 | \$13.76 |         |         |
| Cons. Service Clerk<br>Senior Cash Clerk  | 4     | \$11.30 | \$12.12 | \$12.99 | \$13.86 | \$14.88 |         |         |
| Engineering Aide<br>Stenographer  | 5     | \$12.20 | \$12.75 | \$13.38 | \$14.00 | \$14.67 | \$15.36 | \$16.06 |
| Accounting Clerk<br>Contract Control Clerk<br>CSR I<br>Engineering Planner 1<br>e/b Meter Reader<br>Operating Clerk<br>Reconciliation Clerk | 6     | \$13.18 | \$13.79 | \$14.46 | \$15.11 | \$15.82 | \$16.57 | \$17.37 |

| Classification   | Grade | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  |
|--|-------|---------|---------|---------|---------|---------|---------|---------|
| Chief Tel. Operator<br>Phototypesetting Operator   | 7     | \$14.23 | \$14.91 | \$15.60 | \$16.34 | \$17.10 | \$17.90 | \$18.75 |
| Cons. Service Rep.<br>Customer Field Rep.<br>Reprographics Operator  | 8     | \$15.39 | \$16.08 | \$16.87 | \$17.62 | \$18.45 | \$19.34 | \$20.21 |
| Closed Accts. Coll. Rep.<br>Customer Construction Rep.<br>CSR II<br>Engineering Planner 2<br>Senior Stores Clerk | 9     | \$16.60 | \$17.40 | \$18.21 | \$19.06 | \$19.96 | \$20.87 | \$21.84 |
| Senior Cons. Service Clerk<br>Senior Operating Clerk   | 10    | \$17.93 | \$18.77 | \$19.66 | \$20.55 | \$21.51 | \$22.55 | \$23.61 |
| Customer Service Field Lead<br>Financial Information Tech.<br>Senior Print & Stat. Clerk                         | 11    | \$19.36 | \$20.27 | \$21.25 | \$22.22 | \$23.27 | \$24.37 | \$25.51 |
| Lead Customer Service Rep.<br>Engineering Planner 3  | 12    | \$20.91 | \$21.91 | \$22.93 | \$24.02 | \$25.14 | \$26.31 | \$27.54 |
| Accountant   | 13    | \$22.58 | \$23.65 | \$24.76 | \$25.91 | \$27.14 | \$28.43 | \$29.72 |

e/b - Designates entry level if no bidders with one year classification seniority

**PUGET SOUND ENERGY**  
**Rate Schedule**  
**April 1, 2006 through March 31, 2007**  
**EXHIBIT "B"**

| <b>Classification</b>   | <b>Grade</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|---|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Typist  | 1            | \$9.51        | \$10.20       | \$10.93       | \$11.71       | \$12.52       |               |               |
| Cons. Accounting Clerk<br>General Clerk<br>Messenger<br>Telephone Operator  | 2            | \$10.28       | \$11.00       | \$11.80       | \$12.65       | \$13.50       |               |               |
| Cash Clerk<br>Closed Accts. Credit Clerk<br>Customer Service Clerk<br>Key Entry Operator  | 3            | \$11.11       | \$11.89       | \$12.74       | \$13.67       | \$14.60       |               |               |
| Cons. Service Clerk<br>Senior Cash Clerk  | 4            | \$11.99       | \$12.86       | \$13.78       | \$14.71       | \$15.78       |               |               |
| Engineering Aide<br>Stenographer  | 5            | \$12.94       | \$13.52       | \$14.19       | \$14.85       | \$15.56       | \$16.30       | \$17.04       |
| Accounting Clerk<br>Contract Control Clerk<br>CSR I<br>Engineering Planner 1<br>e/b Meter Reader<br>Operating Clerk<br>Reconciliation Clerk | 6            | \$13.98       | \$14.63       | \$15.34       | \$16.03       | \$16.78       | \$17.58       | \$18.43       |

| Classification   | Grade | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  |
|--|-------|---------|---------|---------|---------|---------|---------|---------|
| Chief Tel. Operator<br>Phototypesetting Operator   | 7     | \$15.09 | \$15.82 | \$16.55 | \$17.33 | \$18.14 | \$18.99 | \$19.89 |
| Cons. Service Rep.<br>Customer Field Rep.<br>Reprographics Operator  | 8     | \$16.32 | \$17.06 | \$17.89 | \$18.69 | \$19.58 | \$20.52 | \$21.44 |
| Closed Accts. Coll. Rep.<br>Customer Construction Rep.<br>CSR II<br>Engineering Planner 2<br>Senior Stores Clerk | 9     | \$17.61 | \$18.45 | \$19.32 | \$20.22 | \$21.17 | \$22.14 | \$23.17 |
| Senior Cons. Service Clerk<br>Senior Operating Clerk   | 10    | \$19.02 | \$19.92 | \$20.86 | \$21.80 | \$22.82 | \$23.92 | \$25.05 |
| Customer Service Field Lead<br>Financial Information Tech.<br>Senior Print & Stat. Clerk                         | 11    | \$20.54 | \$21.50 | \$22.54 | \$23.57 | \$24.68 | \$25.86 | \$27.06 |
| Lead Customer Service Rep.<br>Engineering Planner 3  | 12    | \$22.18 | \$23.24 | \$24.32 | \$25.48 | \$26.67 | \$27.92 | \$29.22 |
| Accountant   | 13    | \$23.96 | \$25.09 | \$26.27 | \$27.48 | \$28.79 | \$30.16 | \$31.53 |

e/b - Designates entry level if no bidders with one year classification seniority

## ARTICLE XVI

### **Contract Duration, Termination, Renewal and Amendment**

16.1 This Agreement shall be and hereby does become effective on January 1, 2002, and shall remain in full force and effect up to and including March 31, 2007 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 2007 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 Business Office of Local No. 77, Joint Management/Labor 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 Director 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.*

## ARTICLE XVII

### **Transition/Voluntary Termination Payment**

17 Employees holding classifications below, who volunteer for transition or who voluntarily terminate their employment by March 15, 2002, shall receive the payment set forth below within ten business days of their termination date. Such voluntary termination shall be considered a voluntary separation due to a reduction in force.

17.1 Affected classifications: Journeyman Lineman, Line Foreman, Service Lineman, Crew Dispatcher, Equipment Operator-Line, Helper-Line, Flagger Assistant Helper, Service Distribution Inspector, Storekeeper, Warehouser I, Warehouser II, Warehouser III, Warehouser IV, Garage Foreman, Garage Mechanic, Helper-Garage, Counterman, Lead Partsman, Transportation Service Dispatcher, Equipment Operator-Fleet, Operating Clerk, Engineering Planner I, Engineering



Planner II, or Engineering Planner III. (Article 17.11 chart.)

17.2 Payment formula:

|                                      |                               |
|--------------------------------------|-------------------------------|
| 1-7 completed years of service       | \$5000.00                     |
| 8-21 completed years of service      | \$725.00 per year             |
| Over 21 - completed years of service | capped at the 21 year amount. |

Part-time employees will get a pro-rata share of the severance payment based upon their current FTE status (i.e., a half-time employee would get one half (1/2) of either the \$5000.00 or the \$725/year amount up to one half (1/2) the maximum amount.)

17.3 Payments made pursuant to Article 17.2 will be made in lieu of (1) the \$25,000 enhancement in Article 17.4 and (2) any payment under Section 2.27(g) (1) and (2) of the Collective Bargaining Agreement. Employees volunteering for separation shall be eligible to receive their pension payout as a lump sum as described in Article 17.4.

**17.4 Pension Enhancement:** Eligible employees (defined as those in the classifications set forth in 17.1) who, 45 days from ratification, but not later than March 1, 2002, make the decision to retire, or otherwise terminate their employment with the Company, will have the option of receiving their retirement benefit under the Retirement Plan for Employees of Puget Sound Energy, Inc. (the Retirement Plan), in a lump sum after termination of employment with the Company.

Eligible employees who are entitled to retire under the terms of the Retirement Plan and who, 45 days from ratification, but no later than March 1, 2002, make the decision to retire under such plan will receive under the Retirement Plan a pension supplement with a lump sum value of twenty five thousand dollars (\$25,000) payable as an enhancement of monthly benefits or, if a lump sum is elected under Article 17.4, as a lump sum. Employees who elect to retire and who receive the pension supplement described in this paragraph will not be eligible for the Severance Payments described in Article 17.2.

Amendments to the Pension Plan will be approved by the Board of Directors prior to ratification of the Agreement.

The benefit determined from the Retirement Plan, based on the final average pay formula, is an annuity. This monthly annuity is calculated using the formula from the Plan document and not the General Agreement on Tariff and Trade (GATT) table.

The calculation of the lump sum payment option, if elected by eligible members, will use the factors from the GATT -- Deferred to 62 Table.

Members eligible to receive the enhanced pension supplement with a lump sum value of twenty five thousand dollars (\$25,000) will receive this amount as an annuity unless they elect a lump sum distribution. The annuity will be calculated using the factors from the GATT -- Deferred to 62 Table.

GATT table is based on the Group Annuity Mortality (GAM) 1983 unisex table and the average 30

year treasury rate as of the September prior to the calendar year of payment.

**17.5 Separation Agreement/Release:** To be eligible for this Transition/Voluntary Termination Payment or the Pension Enhancement described above, employees must sign a standard Separation Agreement and General Release of Claims form (the release) to be provided by the Human Resources Department. Payments will be made within ten (10) business days of their last day of employment and receipt of the properly executed release by the Human Resources Department. This is a Company document that will not violate the ratified proposal.

**17.6 PTO Balance:** Employees who voluntarily terminate their employment, retire, or are laid off, will receive in addition to payment for their earned and unused Paid Time Off (PTO) balance, payment for all earned and unused personal holidays as of the date of their separation from Company employment. Payments will be made on their last paycheck payable in the normal two (2) week cycle.

**17.7 Retention:** The Company reserves the right to offer jobs to employees listed in Article 17.1 who are subject to the voluntary termination/pension enhancement payments in the case more employees volunteer to leave than are necessary. In said case employees accepting the job offer will not receive the severance/pension enhancement payment options provided for in Article 17.2 or 17.4. Such job offers will be made on the basis of seniority.

**17.8 Rehire Provision:** Employees who volunteer for termination will be given rehire preference in accordance with Sections 2.28 and 2.29 of the Collective Bargaining Agreement as though their voluntary termination was a layoff.

**17.9 Severance payment for Non-Volunteers:**

a) Employees in the classifications of Line Foreman, Lineman, Crew Dispatcher, Equipment Operator-Line, Helper-Line, Flagger Assistant Helper, Service Lineman, Service Distribution Inspector, Storekeeper, Warehouser I, Warehouser II, Warehouser III, Warehouser IV, Garage Foreman, Garage Mechanic, Helper-Garage, Counterman, Lead Partsman, Transportation Service Dispatcher, Equipment Operator-Fleet, Operating Clerk, Engineering Planner I, Engineering Planner II, or Engineering Planner III not volunteering to terminate employment shall be subject to layoff and shall receive severance payments set forth in Section 2.27 (g) (1) and (2) of the Collective Bargaining Agreement.

b) When this severance package was offered, the employees understood that the Company was keeping a certain number of employees based on the chart (Article 17.11 chart.). If these numbers remain the same and the Company does not layoff beyond that number, the parties agree, without prejudice to their positions, that disputes over the interpretation of Section 2.27(f) and its potential relationship to subcontractors will be set aside until October 1, 2002. If the Company lays off beyond these numbers, the Union reserves the right to dispute, under its interpretation of Section 2.27(f) the layoffs that exceed the number shown on the chart.

**17.10 Safety Coordinators:** All IBEW represented Safety Coordinators will return to their bid classifications and shall be eligible for the options specified in Article 17.2 and Article 17.4.

## 17.11 CHART

| Classifications       | 55 and Older | 54 and Below | Total in Class | Estimated PSE Staffing | To Service Provider &/or Enhanced Separation |
|-----------------------|--------------|--------------|----------------|------------------------|--|
| Engineering Planner 1 | 3            | 30           | 33             | 23                     | 10   |
| Engineering Planner 2 | 6            | 35           | 41             | 12                     | 29   |
| Engineering Planner 3 | 7            | 16           | 23             |                        | 23   |
| Sr Stores Clerk       |              | 1            | 1              | 1                      | 0  |
| Operating Clerk       | 14           | 50           | 64             | 38                     | 26   |
| Storekeeper           | 1            | 13           | 14             | 4                      | 10   |
| Warehouse I           |              | 4            | 4              | 2                      | 2  |
| Warehouse II          |              | 2            | 2              | 1                      | 1  |
| Warehouse III         | 2            | 9            | 11             | 2                      | 9  |
| Warehouse IV          | 1            | 18           | 19             | 7                      | 12   |
| Svc Dist Inspector    | 2            | 0            | 2              |                        | 2  |
| Crew Dispatcher       | 4            | 5            | 9              | 4                      | 5  |
| Equipment Op Line     | 14           | 28           | 42             |                        | 42   |
| Plagger/Asst Helper   |              | 2            | 2              |                        | 2  |
| Line Foreman          | 25           | 20           | 45             |                        | 45   |
| Lineman               | 12           | 88           | 100            |                        | 100  |
| Line Helper           |              | 32           | 32             |                        | 32   |
| Svc Lineman           | 34           | 27           | 61             | 70                     | -9   |
| Equipment Op Fleet    | 2            | 2            | 4              |                        | 4  |
| Apprentice Mechanic   |              | 1            | 1              |                        | 1  |
| Counterman            |              | 2            | 2              |                        | 2  |
| Fleet Mechanic        | 7            | 26           | 33             |                        | 33   |
| Foreman/Garage        | 6            | 3            | 9              |                        | 9  |
| Garage Helper         | 1            | 2            | 3              |                        | 3  |
| Lead Partsman         |              | 1            | 1              |                        | 1  |
| Total                 |              |              |                | 164                    | 394  |

NOTES: These numbers are best estimate as of 10/01/2001.  
 3 Safety Coordinators included in bid class  
 (Line Foreman, Fleet Mechanic, Lineman)

**17.12 April 1, 2002 Separation**

Employees in the affected classifications set forth in Article 17.1 will not be laid off before April 1, 2002. Employees in such classifications who elect to retire or who select the voluntary termination payment will continue their employment until April 1, 2002, unless they elect to terminate their employment before April 1, 2002.

**17.13 Characterization of Termination**

EMPLOYEE and PUGET SOUND ENERGY agree that for all future purposes they will characterize the termination of employment as a voluntary separation due to a reduction in force. In the event that PUGET SOUND ENERGY receives a "Notice to Employer — Claimant's Separation Statement" regarding EMPLOYEE from the State of Washington Employment Security Department, PUGET SOUND ENERGY agrees to respond with the following statement:

"EMPLOYEE'S separation from PUGET SOUND ENERGY occurred pursuant to the restructuring of operations of the company causing a lack of work resulting from a reduction in force."

WITNESS our hands and seals this 23<sup>RD</sup> day of April, 2002.

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

By: Jerry Yeckes  
Jerry Yeckes  
IBEW Business Representative

Mark Dirstine  
Mark Dirstine  
IBEW Business Representative

For: Puget Sound Energy

By: Mark Bowman  
Mark Bowman  
Director of Labor Relations



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**IBEW Local 77/Puget Sound Energy**  
**Exhibit "C"**  
**Call Center P.T.O. Scheduling**  
**August 5, 1998**

As of February 1 of each year, Call Center P.T.O. scheduling method and process shall be as follows:

**Round One:** Employees would schedule vacation time in full-week blocks (four (4) days for those working a four-ten hour work week and five (5) days for everyone else) in order of company seniority and the allotment below.

- a. Employees with ten (10) years or more of company seniority can block out three (3) weeks.
- b. Employees with five (5) to ten (10) years of company seniority can block out two (2) weeks.
- c. Employees with less than five (5) years of company seniority can block out one (1) week.

*Between Rounds One and Two, employees will be able to eliminate days they do not want.*

**Round Two:** Schedule all remaining time in order of company seniority that the employee has left over after Round One.

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 choosing a vacation week which contains a holiday (i.e. signing up for only four (4) days instead of a five (5) day block) will be able to put the leftover day on the waiting list for another chosen day. At the end of Round One and prior to Round Two, those names on the waiting list will be automatically moved to the schedule if a slot is still available. If a slot is not available, they will be given the opportunity to reschedule those days prior to Round Two.

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

**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 Journeymen 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 Journeyman Lineman 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 Journeyman Lineman 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 4.1. Anytime the work involves laying conduit in the same trench with an energized system, or is inside an energized vault or handhole, 4.2(b) applies.

d) Underground services, whether fed from overhead secondaries or from underground junction points, shall be installed and maintained by Journeyman Lineman 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 three (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

1 Foreman, 1 Lineman plus 1 Helper, Equipment Operator or other qualified person.

## CREW ASSIGNMENT

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

Normal duties of this crew shall include the installation and maintenance of primary conductors and the installation of secondary conductors and services, including street lighting conductors. Aerial manlift 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 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 Journeymen 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 Journeyman Lineman placed in charge of a regularly constituted brush crew or stubbing crew, shall receive the "Lead Lineman" rate of pay.

4.7 a) Crew Dispatchers' vacancies shall be filled by Line Foremen, Linemen, or Service Linemen meeting the basic qualifications of the job description.

b) Crew Dispatcher relief shall be drawn only from those classifications eligible to bid permanent Crew Dispatcher vacancies.

c) An employee bidding to a Crew Dispatcher position shall continue to accrue seniority in their prior classification for up to two (2) years; provided, however, the employee has up to two (2) years to elect to begin accruing Crew Dispatcher seniority from the date of hire into the position. This option may only be exercised one time by any employee.

4.8 a) Employees classified as Line Foremen (as of April 17, 1984) will not be required to climb or work from aerial manlift 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 manlift 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.

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

4.10 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.

"EXHIBIT E"

IBEW Local 77/Puget Sound Energy  
Letter of Agreement

Composite Crews  
April, 1999

When performing the installation of new residential and commercial plats and residential services with IBEW represented employees of Puget Sound Energy (the Company), the parties agree:

The Company may combine its employees of the IBEW Local 77 Bargaining Unit and represented employees of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting industry (UA) Bargaining Unit at Puget Sound Energy (PSE), or PSE sub contractor employees who are represented pipefitters, without challenge from IBEW Local 77, provided:

- \*\* The nature of the work will determine the number of employees assigned to the job.
- \*\* The Company agrees that the crew will include an IBEW Journeyman Lineman at all times.
- \*\* The Company agrees such crew(s) shall be provided with safety meetings and training.
- \*\* The Union agrees crew(s) are not limited to PSE service area.
- \*\* IBEW members of these crews shall be established by volunteers in the headquarters on the basis of most senior and the Company may assign the least senior Journeyman Lineman if there are not sufficient volunteers.

Service Crews

- \*\* The Company and the Union agree such crew(s) shall be constituted on one IBEW Local Union #77 Journeyman Lineman and one Pipefitter.
- \*\* The Union agrees incidental duties may include laying pipe and conduit, pulling service wire (stub to meter) and shading pipe and conductors.
- \*\* The Company agrees both gas and electric services are to be installed.

Residential and Commercial Plat Crews

- \*\* Composite crew(s) may install underground gas lines, underground electrical stubs, conduit, ducts and vaults.
- \*\* It is understood and agreed if the job dictates additional employees are required, it will be at the discretion of the Journeyman or Foreman of each craft based upon safety and respective job descriptions.
- \*\* Additional craft employees shall be proportional to the work being performed.
- \*\* The crew may do all work for plat development per current job descriptions, except no pole, overhead, or wire pulling.

**NOTE:** The Union and the Company agree these crews may install television, telephone, signal, data, communication and other facilities when PSE is acting as subcontractor or prime contractor of such services for a person, firm or corporation.

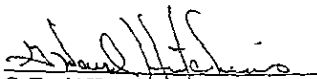
Composite Crew Letter of Agreement

Page 2

NOTE: The following systems when owned by PSE within Washington State such as power, (Primary or secondary) future spares, street lighting, area lighting, signal, data, communication, television, telephone, conduits, conductors and wires shall be deemed electrical without regard to voltage or potential to ground.

NOTE: It is understood and agreed the composite crews outlined above do not place new restrictions on the Company with regard to excavating work.

A Labor/Management committee may be convened at the request of either party to resolve issues that may arise in the administration of the Composite crew(s). Topics may include, but not be limited to issues of job training and/or staffing issues proportionate to work being performed.



G. David Hutchins  
IBEW Business Representative



Mark Bowman  
PSE Director of Labor Relations

7/20/99  
Date

7/20/99  
Date

Agreement to Extend Contract  
December 3, 2002

International Brotherhood of Electrical Workers, Local #77  
And  
Puget Sound Energy

The following constitutes the terms and conditions of an Agreement to extend the current Collective Bargaining Agreement between IBEW Local #77 and Puget Sound Energy:

- Term:** Contract through March 31, 2007
- Wages:** 3% increase effective 4/1/05  
3% increase effective 4/1/06
- Benefits:** Select Benefits Credits increase as follows:  
Effective 7/1/03 – 10% (\$564 per employee)  
Effective 7/1/04 – 10% (\$620 per employee)  
Effective 7/1/05 – 10% (\$682 per employee)  
Effective 7/1/06 – 10% (\$750 per employee)
- Other Changes**  
Meal Allowance Increase: \$14 per meal effective 4/1/06  
Per Diem Increase: \$70 effective 4/1/06  
Effective 4/1/03 Service Lineman market adjustment of 3% to a rate \$30.33/hr.

On behalf of the Company:

Sue McLean 12/06/02  
Sue McLean (date)  
Vice President

Mark Bowman 12/06/02  
Mark Bowman (date)  
Director of Labor Relations

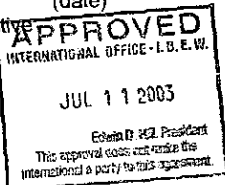
Barbara Revd 12/06/02  
Barbara Revd (date)  
Manager of Labor Relations

On behalf of the Union:

David Timothy 12/6/02  
David Timothy (date)  
Business Manager

Mark Dirstine 12/6/02  
Mark Dirstine (date)  
Business Representative

Jerry Yerkes 12-6-02  
Jerry Yerkes (date)  
Business Representative



DAVID TIMOTHY  
Business Manager - Financial Secretary

RICHARD VAUGHN, President  
LOU WALTER, Vice President  
SHERMAN WILLIAMS JR., 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 981  
OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONSTRUCTION DISPATCH: (206) 323-0585

LETTER OF AGREEMENT

by and between

Puget Sound Energy

and

The International Brotherhood of Electrical Workers, Local 77

June 12, 2002

The Company and the Union agree that effective July 1, 2002 and for the term of this Agreement, Leadman pay as described in Article 11.7 of the Collective Bargaining Agreement shall be \$1.00 per hour.

For the Union

*Jerry Yerkes* 6-12-02  
Date  
Jerry Yerkes  
Business Representative

For Puget Sound Energy

*Barbara Revo* June 12, 2002  
Date  
Barbara Revo  
Manager, Labor Relations

*Mark Dirstine* 6/12/02  
Date  
Mark Dirstine  
Business Representative

opeiub aff-cio



DAVID TIMOTHY  
Business Manager - Financial Secretary

RICHARD VAUGHN, President  
LOU WALTER, Vice President  
SHERMAN WILLIAMS JR., Recording Secretary



# LOCAL UNION No. 77

International Brotherhood of Electrical Workers



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OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONST. DISPATCH: (206) 323-0585 • CONST. WORK PICTURE: 1 (888) 783-3

**Letter of Agreement**  
**by and between**  
**International Brotherhood of Electrical Workers, Local Union 77**  
**and**  
**Puget Sound Energy**

The purpose of this letter is to clarify the intent of Article 15.4 of the Collective Bargaining Agreement as it applies to after 3 year Line Helpers (Step 7) and Line Equipment Operators who have been awarded Wire Helper positions. This letter also clarifies paragraph 8 of the "Helper Evaluation Agreement" letter dated January 17, 1990, attached to the Collective Bargaining Agreement.

1. The employee's time in the Line Helper and or Equipment Operator classifications places the employee at the Step 4, Wire Helper pay level per Article 15.4 (c) of the Collective Bargaining Agreement.
2. Such Helpers, no matter at which step they enter the program or how long they have been with the Company, are on probation for a period of one (1) year. There will be a review after the 12 month probation by the Joint Committee to determine if the employee progresses to Step 7, subject to paragraph 3, below.
3. Once the required tasks are completed and signed off by the Joint Committee, but not sooner than 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 per Article 15.4(d) of the Collective Bargaining Agreement.

For the Union:

Mark Dirstine 4/29/02  
Mark Dirstine Date  
Business Representative

Henry Yerkes 4-29-02  
Henry Yerkes Date  
Business Representative

For Puget Sound Energy:

Mark Bowman 4/29/02  
Mark Bowman Date  
Director, Labor Relations

Barbara Revco April 29, 2002  
Barbara Revco Date  
Labor Relations Manager

DAVID TIMOTHY  
Business Manager - Financial Secretary

RICHARD VAUGHN, President  
LOU WALTER, Vice President  
SHERMAN WILLIAMS JR., Recording Secre



# LOCAL UNION No. 77

International Brotherhood of Electrical Workers



321 - 16TH AVENUE SOUTH, SEATTLE, WASHINGTON 98144 • MAILING ADDRESS: P.O. BOX 12129, SEATTLE, WA 9810  
OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONST. DISPATCH: (206) 323-0585 • CONST. WORK PICTURE: 1 (888) 783-3030

## LETTER OF AGREEMENT

By and between the  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 77  
And  
PUGET SOUND ENERGY

December 13, 2001

Any individual hired as an agency employee, such as Volt employees, contracted to fill a bargaining unit job(s) shall become a Union represented employee, in either a regular or a temporary status, after 50 work days of employment.

Breaks in service of up to 20 consecutive work days shall not restart the 50 day waiting period. The Company will provide the Union with a monthly report which tracks the work time of such agency employees filling bargaining unit jobs. This letter shall become effective not later than March 1, 2002.

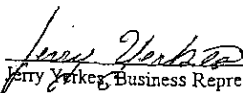
This Letter of Agreement is subject to ratification of the Collective Bargaining Agreement.

For the Union

  
Mark Dirstine, Business Representative

For Puget Sound Energy

  
Mark Bowman, Director Labor Relations

  
Jerry Yelke, Business Representative

DAVID TIMOTHY  
Business Manager - Financial Secretary

RICHARD VAUGHN, President  
LOU WALTER, Vice President  
SHERMAN WILLIAMS JR., 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 9810  
OFFICE: (206) 323-4505 • FAX: (206) 323-0186 • CONST. DISPATCH: (206) 323-0585 • CONST. WORK PICTURE: 1 (888) 783-3030

## LETTER OF UNDERSTANDING

By and between the  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 77**  
AND  
**PUGET SOUND ENERGY**

December 13, 2001

Pursuant to agreement in negotiations, this constitutes a letter of understanding regarding Grievances A-942 and A-200104, Unfair Labor Practice Charges 19-CA-27407, and 19-CB-8684, Lawsuit C01-0391 RSL, and Unit Clarification Proceeding 19-UC-678.

In the negotiations of a new Collective Bargaining Agreement, the parties have reached tentative agreements that if ratified by the membership will settle the above listed disputes. If the proposed Collective Bargaining Agreement is ratified, PSE will withdraw its charge in 19-CB-8684 and its petition in 19-UC-678 with prejudice, and Local 77 will withdraw its Grievances A-942 and A-200104, its charges in 19 CA 27407, and its Lawsuit C01-0391-RSL with prejudice.

Agreed:

For PSE:

For IBEW:

Mark Bowman  
Director of Labor Relations

Jerry Yarkes  
Business Representative

Mark Dirstine  
Business Representative



JOHN W. HORROCKS

Business Manager - Financial Secretary

RICHARD VAUGHN, President  
MARILYN R. DAVIS, Vice President  
REUBEN GABLE, Recording Secretary



# LOCAL UNION No. 77

International Brotherhood of Electrical Workers

*Office Location*

321 - 16TH AVENUE SOUTH  
SEATTLE, WASHINGTON 98114

*BUSINESS OFFICE*

(206) 323-4505  
FAX: (206) 323-0186  
CONSTRUCTION DISPATCHERS  
(206) 323-0585

*Mailing Address*

P.O. BOX 12129, BROADWAY STATION  
SEATTLE, WASHINGTON 98102

February 28, 1997

Mark Bowman  
Director, Labor Relations  
Puget Sound Energy  
10608 NE 4th  
Bellevue, WA 98009

Dear Mark:

Per our discussion on Friday, February 28, 1997 and in the spirit of fostering an ongoing, harmonious relationship between the Company and the Union, the following was agreed upon:

The Company will pay Union time off for employees attending Labor/Management and Employee Participation Committee training, as well as ongoing Labor/Management and Employee Participation Committee meetings.

Please signify your agreement with your signature below.

Thank you.

Mark Bowman

Mark Bowman  
Director Labor Relations

Dave Timothy

Dave Timothy  
Business Representative

Yvonne Klein

Yvonne Klein  
Business Representative



PUGET  
SOUND  
ENERGY

DATE: November 3, 1997

TO: All Equipment Operators/Helpers  
(Line, Wire, Meter)

FROM: I.E.E.W. Local Union #77/Labor Relations

SUBJECT: Apprenticeship Program Changes and Letter Of Declaration

This letter is to inform you that the present Apprenticeship Program will have some significant changes beginning January 1, 1998.

The State Apprenticeship Board and the Affirmative Action Board have guidelines which the Company must meet for apprentices to be certified or recognized by the State. The Union and the Company have been meeting since July of 1997 addressing this issue in order to determine how we can meet the State requirements and avoid being sanctioned.

On September 22, 1997, the JATC met with the State Affirmative Action Board to review Puget Sound Energy's current Apprenticeship Program. At that meeting, the JATC proposed the changes that would affect the selection of future apprentices into the program.

The Company and Union recognize and value all of the Equipment Operators' and Helpers' skills, knowledge and talents. Because of this, an Apprenticeship Committee was formed to address the issue and to develop a process that would be fair and equitable to all existing and future employees in the Equipment Operator/Helper classification.

Following are the changes to the Program.

- 1) Starting January 1, 1998, the program will be a 4-year Entry Level Apprenticeship.
- 2) A Letter of Declaration will be given to all employees in the classification of Equipment Operator/Helper.
- 3) The new Pre-Qualification test consists of a written and field test. The written Pre-Qualification Test was developed by the National Joint Apprenticeship Training Committee. Both tests will be open to all internal/external candidates who are interested in becoming an apprentice. If you fail these tests, you will have to wait two (2) years before you can retake the tests (no exceptions).

- 4) Existing Equipment Operators or Helpers who sign the Letter of Declaration and accept eligibility for an Apprenticeship will not be required to take the new NJATC test and field test if you have passed the previous pre-qualification test. Your selection will be based on your seniority
- 5) Existing Equipment Operators or Helpers who sign the Letter of Declaration and accept eligibility for an Apprenticeship and have not taken the pre-qualification test must first pass the new NJATC test and field test. Your selection will then be based on your seniority.
- 6) Equipment Operators/Helpers who sign the Letter of Declaration and decline consideration for an Apprenticeship must pass the new NJATC test and field test to be considered a qualified applicant for a future Apprenticeship. You will be competing with both internal/external applicants for the positions. Seniority will have no bearing on the selection process at that time.
- 7) All Equipment Operators/Helpers who sign this letter to accept a future apprentice position will have a one-time option to turn down an apprentice position and still retain their seniority preference.
- 8) If you sign the Letter of Declaration and accept eligibility for an apprenticeship, you will be reclassified (for tracking purposes only) as an E.O./Helper "A".
- 9) If the State's diversity goals are not met in the Apprenticeship Program from internal qualified candidates, the seniority provision in the Collective Bargaining Agreement will be circumvented to meet the State's requirements and filled from external qualified applicants.
- 10) All Equipment Operators/Helpers (Line, Wire, Meter) are required to sign the Letter of Declaration that is attached. If you do not exercise your options, you will automatically forfeit your seniority preference for future apprentice positions.

If you have any questions or concerns, please contact any member on the JATC.

LETTER OF DECLARATION

I \_\_\_\_\_ (PRINT NAME) acknowledge and understand the terms and conditions of the Letter of Declaration on this (date) \_\_\_\_\_. My options are to accept or reject consideration for future positions in the Apprenticeship Program. I understand that my seniority will be a consideration; however, if the State's Affirmative Action guidelines are not met, the seniority process will be circumvented. I understand that if I do not return the form by December 1, 1997, it will be noted as a rejection, and I will lose my seniority preference as it will no longer have any bearing on future apprentice positions.

\_\_\_\_\_ ACCEPT

\_\_\_\_\_ REJECT

Signature: \_\_\_\_\_

Return to: Dick DeLapp or Betty Werblun  
Labor Relations, GEN-03W

Deadline: December 1, 1997 89

# **PUGET POWER**

December 18, 1995

Karol Nelstead, Business Representative  
IBEW Local #77  
P.O. Box 12129, Broadway Station  
Seattle, Washington 98102

Re: Letter of Agreement  
Customer Call Center - Telecommuting/Agent at Home

Dear Karol,

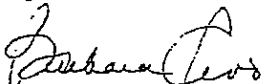
This letter affirms our agreement regarding the implementation of the Customer Call Center Telecommuting/Agent at Home. A joint committee of management and bargaining unit members in the Call Center shall be responsible for guiding the initial phases of this project and reporting to both the Union and the Company on a regular basis.

Selected CSRII's will on-site report at their own homes and otherwise be covered by all terms and conditions of the Collective Bargaining Agreement, unless otherwise agreed upon by the Union and the Company.


The Company and the Union agree to review the progress of the initial phase of this project within 3 months with representatives of the joint committee from the Call Center and as often as necessary thereafter to ensure that labor/management issues are being addressed in a timely manner.

Either party shall have the right to terminate this Agreement with 2 weeks notification to the other party.

Agreed:



Barbara Revo  
Manager Labor Relations  
Puget Power



Karol Nelstead  
Business Representative  
IBEW Local #77

cc: Syd France  
Jerry Lehenbauer  
Jerry Ferencz  
Rochelle Watts

NOTED  
NOV 13 1995  
LABOR RELATIONS

SYSTEM OPERATIONS  
TWELVE-HOUR SHIFT AGREEMENT

SECTION 1

1.1 Objective

By mutual agreement between the Company and Local Union 77, straight time shifts of twelve (12) hours may be established for System Operators under the terms of the Collective Bargaining Agreement Section 10.2 (d). It is the intent of the System Operators, Puget Power and Local Union 77 to implement a 12-Hour Shift Schedule for use by System Operation employees assigned to work on a regularly scheduled rotating shift.

SECTION 2

2.1 12-Hour Shift Schedule Agreement Provision

This Agreement shall be approved and signed by the Company's Manager of Labor Relations or designee and the Union's Business Manager or designee. All provisions of the Collective Bargaining Agreement will prevail unless specified otherwise in this Agreement.

2.2 Schedules

The 12-hour shift schedules will be jointly developed by System Operators and their direct supervision to maintain necessary flexibility for the System Operations Center and the affected employees available for work. Schedules are subject to modification as personnel increases or decreases at the affected System Operations Center.

2.3 Cancellation Clause

Either the Company or the Union can withdraw the 12-Hour Shift Schedule and return to an eight-hour 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.

cc: Mark D  
orig: File

## SECTION 3

### 3.1 Definition of a Work Week/an average of 40 hours per week scheduled in a normal rotation

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 agreement.

### 3.2 Pay Days

The Company's biweekly payday schedule will remain the same in accordance with Company policy and the terms of the Collective Bargaining Agreement Section 2.7; provided, however, the 12 hour shifts which begin on Saturday or Sunday shall be reported as 12 hours for each of those days.

### 3.3 Biweekly Paychecks

Employees assigned to work on the 12-hour shift schedule will be paid in accordance with the current biweekly pay period and paycheck system. Fixed deductions for insurance premiums, union dues, credit union, investment plan, and any other monthly liabilities will be deducted according to regular payroll schedules.

## SECTION 4

### 4.1 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 the holiday in addition to holiday pay at the time and one-half rate for actual hours worked on the holiday (see 3.3(d)).

### 4.2 Personal Holiday

Personal Holiday (Henry Miller Day) 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 4 hours of PTO or unpaid time off will be used to complete the 12-hour shift.

#### 4.3 Paid Time Off

One 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 amount of hours used will be deducted from accrued PTO. For example, a person scheduled for a 12-hour shift using PTO will be charged 12 hours of PTO.

#### 4.4 Short Term Disability

PTO used to satisfy the STD waiting period of five (5) days shall be equal to forty (40) hours as it pertains to the 12-hour shift. STD benefits will be based on an eight (8) hour, five (5) day work week.

### SECTION 5

#### 5.1 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:

a) All scheduled overtime on days identified as "Saturdays" or time and one-half days will be paid at one and one-half times the employee's regular straight time rate for the entire 12 hour shift. This overtime shall apply to the 144 hour ceiling as outlined in Section 2.4.

b) When an employee works over 40 hours on their regularly scheduled shifts during the defined workweek, the employee will receive time and one-half pay for those hours worked over 40 on their regularly scheduled work period; however, these time and one half hours shall not apply to the 144 hour ceiling as outlined in Section 2.4.

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.

### SECTION 6

#### 6.1 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.



SECTION 7

7.1 Company Operating Objectives

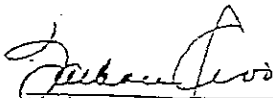
Job continuity and successfully achieving Company operating objectives are important. Hourly wage rates will remain the same no matter which shift the employees works. If the shifts have to be changed, notification of the revised shift schedule shall be made five (5) days prior to the effective date. If an employee assigned to work on the 12-hour shift schedule does not receive proper notice, first shift will be paid at the applicable overtime rate.


SECTION 8

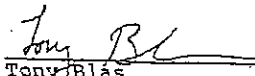
8.1 Voting Process


The Union will administer the vote of the System Operations employees who have the opportunity to work on the 12-hour shift schedule. All System Operators will be given a secret ballot. Employees will vote whether to accept or reject the 12-hour shift schedule. The Union will count the ballots and will submit the results of the vote to the Company's Manager of Labor Relations and the Union's Business Manager.

Agreed:

 11/2/95  
Barbara Revo  
Manager, Labor Relations

 11-8-95  
Karol Nelstead  
I.B.E.W. Business Representative

 11/2/95  
Tony Blas  
Labor Relations Administrator

 11-2-95  
Jim Beran  
I.B.E.W. Business Representative

opein#8afl-cio

**PUGET  
POWER**

March 20, 1995

Richard A. Morales, Business Representative  
IBEW Local #77  
P.O. Box 12129, Broadway Station  
Seattle, Washington 99102

Re: White River 12 Hour Shift Agreement

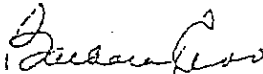
Dear Rich,

Pursuant to our conversation today, and consistent with the vote of the Operators at White River, the attached Agreement on the administration of 12 Hour shifts at the White River Power Plant, shall commence as soon as is practical.

Please indicate your agreement by signature below.

On behalf of the Company:

On behalf of the Union:

  
\_\_\_\_\_  
Barbara Revo  
Manager Labor Relations

  
\_\_\_\_\_  
Richard Morales  
Business Representative

## 12-HOUR SHIFT SCHEDULE

### SECTION 1

#### Objective

It was mutually agreed, by the Company and Local Union 77, that straight time shifts of twelve (12) hour days may be established for Hydro Operators (11.15). It is the intent of the White River Operators, Puget Power and Local Union 77 to implement a 12-Hour Shift Schedule for use by Power Production employees assigned to work a regularly scheduled rotating shift.

A 12-Hour Shift Committee will be formed consisting of I.B.E.W. Local 77's Business Representative with the Company's Labor Relations Administrator, Power Production-South Assistant Superintendent, and White River Operator.

It is understood that the feasibility of implementing a 12-hour shift schedule would not involve any additional cost to the Company or to the employee.

This agreement will be submitted to Company Management and the Union for comments and approval. Upon approval of this agreement, the 12-hour shift schedule shall be implemented on March 12, 1995.

### SECTION 2

#### 12-Hour Shift Schedule Agreement Provisions

A 12-Hour Shift Schedule Agreement will be approved and signed by the Company's Manager Labor Relations or designee who covers those bargaining unit employees qualified to work as Hydro Operators on the 12-hour shift schedule. All provisions of the Collective Bargaining Agreement will prevail unless specified otherwise in the 12-Hour Shift Schedule Agreement.

The 12-hour shift schedule will be agreed upon as part of a 12-Hour Shift Schedule Agreement according to Section (11.15) of the Collective Bargaining Agreement.

#### Cancellation Clause.

Either the Company of the Union can withdraw the 12-hour shift schedule and return to the present eight-hour shift schedule. A thirty (30) day written notification must be submitted by the party

who wants to return to the present shift schedule. Any threat to the safety of personnel or equipment shall be cause for immediate cancellation.

#### Amending 12-Hour Shift Schedule Agreement

The Committee can make recommendations to amend the 12-Hour Shift Schedule Agreement in the event concerns arise which need to be addressed at periodic Labor/Management meetings. The Committee wants to make sure that necessary modifications can be made to the 12-hour shift schedule.

Any agreement reached by this process shall be further agreed to and signed by the Manager Labor Relations and the Business Manager of Local Union 77 or their designee.

#### White River Operator's 12-Hour Shift Schedule

A copy of the proposed White River Operator's 12-hour shift schedule (see Exhibit #1) will be attached to the 12-Hour Shift Schedule Agreement. The Committee will make sure affected employees and others clearly understand how the shifts will rotate. Employees and Supervisors also need to understand the time frame for the defined work week and pay period schedule.

This shift schedule has been designed for use only at the White River Project.

Schedules affected by the proposed 12-hour shift are subject to modifications as personnel staffing levels increase or decrease at the White River Project.

#### SECTION 3

The 12-hour shift schedule will have the following starting and finishing times:

|               |          |          |
|---------------|----------|----------|
| 12-Hour Shift | Start    | Finish   |
| Day           | 7:00 AM  | 7:00 PM  |
| Night         | 7:00 PM  | 7:00 AM  |
| 8-Hour Shift  | Start    | Finish   |
| Day           | 7:00 AM  | 3:00 PM  |
| Swing         | 3:00 PM  | 11:00 PM |
| Midnight      | 11:00 PM | 7:00 AM  |

Due to laws established by the Fair Labor Standards Act (FLSA), all time worked over forty hours will be paid at a premium rate (1-1/2 times the regular hourly rate).

## SECTION 4

### Definition of Work Week

The defined work week will begin at 7:01 AM on Sunday and will end at 7:00 AM the following Sunday for employees assigned to work on the 12-hour shift schedule. All regularly scheduled shift hours worked beyond 40 hours during all 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 agreement.

### Pay Periods

The Company's pay periods and biweekly payday schedule will remain the same in accordance with Company policy and the terms of the Collective Bargaining Agreement (section 2.7). The pay period as defined in the payroll system begins at 12:01 AM on Sunday and ends at midnight the following Saturday; provided, however, the 12-hour shifts which begin on Saturday and Sunday shall be reported as 12 hours for each of those days.

### Biweekly Paychecks

Employees assigned to work on the 12-hour shift schedule will be paid in accordance with the current biweekly pay period and paycheck system. Fixed deductions for Medical Insurance Premiums, Union dues, Life Insurance, Credit Union, Investment Plan and any other monthly liabilities will be deducted according to regular payroll schedules.

### Payroll Time Sheets

The current payroll time sheets will be used to record hours worked for employees assigned on the 12-hour shift schedule. Employees and Supervisors need to clearly understand the time frame for the defined work week and how hours need to be recorded on the weekly payroll time sheets.

## SECTION 5

### Impact of 12-Hour Shift Schedule and Holidays

Employees assigned to work on a 12-hour shift on a recognized Company Holiday will earn credit for time actually worked. An employee whose normal day off falls on a recognized holiday will earn 8 hours of holiday pay. If the Company deems it necessary to have the 8-hour shift employees work the holiday that employee will earn holiday premium pay for actual hours worked.

## Holidays Earned

Employees assigned to work on the twelve hour shift schedule will earn those holidays as provided for in the Collective Bargaining Agreement. The treatment of holidays will be explained to affected employees and supervisors as outlined in this agreement.

### SECTION 6

#### Impact of Twelve Hour Shift Schedule on Benefits

A. Investment Plan - The Investment Plan is based on compensation as defined in the plan document. This plan will continue to be administered in accordance with the plan document.

B. Medical Insurance Plan - A change in the shift schedules will not have a direct impact on the Medical Insurance Plan. Each employee's contribution to the monthly insurance premium will continue to be administered in accordance with Company Policy.

C. Life Insurance Plan - A change in the shift schedules will not have a direct impact on the Life Insurance Plan. This plan will continue to be administered in accordance with Company Policy.

D. Retirement Plan - The Retirement Plan is based on compensation as defined in the plan document. This plan will continue to be administered in accordance with the plan document.

E. The PTO Allowance Schedule as specified in the Collective Bargaining Agreement will remain the same for employees assigned to work on the 12-hour shift schedule. Note: One day allotted PTO equals eight hours, per the Collective Bargaining Agreement. When an employee uses PTO in lieu of working a regularly scheduled work shift, the actual amount of hours used will be deducted from accrued PTO. For example, a person scheduled for a 12-hour shift using PTO will be charged (12) hours of PTO. A minimum of 7 days advance notice is required for scheduling of PTO or applications for vacation. This requirement shall also apply to cancellation of scheduled PTO or vacation.

PTO used to satisfy the Short Term Disability waiting period of five (5) days shall be equal to forty (40) hours as it pertains to the 12-hour shift.

F. Short Term Disability/Long Term Disability - The Company's Short Term Disability and Long Term Disability programs will continue to be utilized and administered in accordance with Company policy and contractual agreements for all employees assigned to work on the 12-hour shift schedule, except as identified in Section 6E of this agreement as it pertains to waiting period requirements.

STD benefits will be based on an eight (8) hour five (5) day work week.

## SECTION 7

### Classifications and Hourly Wage Rates

The classifications and hourly wage rates, as specified in Article 15 of the Collective Bargaining Agreement, will be effective for those employees assigned to work on the 12-hour shift schedule.

## SECTION 8

### Overtime Pay

The overtime pay provisions, as specified in Article 11, Section 2.4 of the Collective Bargaining Agreement, will apply for hours worked outside a regularly scheduled 12-hour shift with the following exception:

All scheduled overtime on days identified as "Saturdays" or time and one-half days will be paid at one and one-half (1-1/2) the employee's regular straight time rate for the entire 12-hour shift. These time and one-half (1-1/2) hours will apply to the 144 hour ceiling as outlined in Section 2.4 of the Collective Bargaining Agreement. "Saturdays" will be designated as the first scheduled day off following the scheduled eight day shift and the scheduled day off immediately preceding the beginning of the scheduled eight day shift. The remaining scheduled days off will be designated "Sundays".

Any hours worked beyond the scheduled 12-hour shift in any one day will be subject to the overtime rules as defined in the Collective Bargaining Agreement. The Supervisor in charge will maintain a record of the time and one-half hours worked in relation to the 144 hour ceiling specified in the contract. All work over twelve (12) consecutive hours will be at the double time rate.

Except for extreme emergency situations, there will be a sixteen (16) hour limitation for employees assigned to work on the 12-hour shift schedule. The Company will make every reasonable attempt to limit consecutive sixteen (16) hour shifts.

## SECTION 9

### Personal Leave

The Personal Leave of absence policy will be administered in accordance with the Collective Bargaining Agreement and Company policy.

## 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 4 hours of Paid Time Off or unpaid time off will be used to complete the 12-hour shift.

## SECTION 10

### 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.

## SECTION 11

### Company Operating Objectives

Job continuity and successfully achieving Company operating objectives are important. Hourly wage rates will remain the same no matter which shift the employee works. If the shifts have to be changed, notification of the revised shift schedule shall be made five (5) days prior to the effective date. If an employee assigned to work on the 12-hour shift schedule does not receive proper notice of the schedule change, 8 hours of the first shift will be paid at the applicable overtime rate. The remaining four (4) hours of the employee's first shift shall be paid at their straight-time hourly rate. This section does not apply prior to the time period immediately preceding the implementation date.

## SECTION 12

### Voting Process

The Committee will administer the vote of the White River employees who have the qualifications and regular opportunity to work on the 12-hour shift schedule and will submit the results of the vote to the Company's Manager Labor Relations. All affected employees will be given a ballot. Employees will vote whether to accept or reject the 12-hour shift schedule.

### One Hundred Percent Acceptance Vote

One hundred percent (100%) of the eligible employees must vote to commit to work on the 12-hour shift schedule before the new schedule can be implemented.



### SECTION 13

#### Transition to 12-Hour Schedule

There may be small additional costs incurred by the Company for the implementation of the 12-hour shift schedule. Some employees may have either short or long work weeks, depending on where they fall into the 12-hour shift rotation, when the new shift schedule is implemented.

### SECTION 14

#### Responsibility of 12-Hour Shift Committee

The Committee will meet as necessary to address, in a timely manner, any problems or concerns which may occur.

RM/ng  
opeiu#8af1-cio

DON GUILLOT  
Business Manager - Financial Secretary

RICHARD VAUGHN, President  
MARILYN R. DAVIS, Vice President  
REUBEN GABLE, Recording Secretary



# LOCAL UNION No. 77

International Brotherhood of Electrical Workers

Office Location  
321 - 16TH AVENUE SOUTH  
SEATTLE, WASHINGTON 98144

BUSINESS OFFICE  
(206) 323-4305  
FAX: (206) 323-0186  
CONSTRUCTION DISPATCHERS  
(206) 323-0585

Mailing Address  
P.O. BOX 12129, BROADWAY STATION  
SEATTLE, WASHINGTON 98102

November 29, 1994

RECEIVED

JAN 13 1995

IBEW LO. 77

B.K. Gilbertson  
Labor Relations Administrator  
Puget Sound Power and Light Company  
10608 NE 4th  
Bellevue, WA 98009

RE: Upgrade for Foreman at Communications Department

Dear Ms. Gilbertson:

Pursuant to our conversation and mutual agreement at Eastside Operations Center on November 10, 1994, we agree to establish the following criteria stipulating the conditions as to when Bargaining Unit personnel will be upgraded to Foreman within the Communications Department at Eastside:

1. Upgrade will commence when employee has been notified that they have been given the responsibility of the respective department bargaining unit.
2. Upgrade will continue until the upgraded employee's regular shift ends or until the Foreman returns to duty that same day.
3. Employee will meet the criteria as established per previous agreement, (i.e. 3 or more employees).

This memorandum of understanding is to help clarify, for both the bargaining unit and management personnel, the criteria needed for upgrades and therefore resolves all grievances regarding these issues currently held within the process.

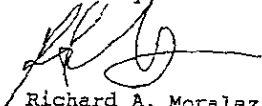
November 29, 1994  
Page 2

I would like to thank you, Mike Hunter, and Scott Feabody for working with the bargaining unit and the Union on resolving this issue at Eastside and hope for further cooperation with future issues at Eastside Operations that may need our attention.

Please signify your concurrence with this Memorandum of Understanding with your signature below.

Thank you again.

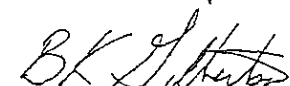
Sincerely,



Richard A. Morales  
Business Representative

RAM/ng  
opeiu#8afl-cio

cc: John Cooper



---

BK Gilbertson/Labor Relations Administrator  
Puget Sound Power and Light Company

1-5-95  
Date of Signature

**PUGET  
POWER**

March 22, 1993

Mr. Richard A. Morales  
Business Representative  
I.B.E.W. Local #77  
P.O. Box 12129, Broadway Station  
Seattle, WA 98102

Re: Letter of Agreement - Kittitas Meter Readers

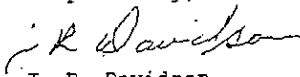
Dear Mr. Morales:

With the implementation of the predictive dialing system soon to be in place, the duties of the Meter Readers in the Kittitas Service Area will no longer be needed on a full-time basis.

Therefore, the company and union agree that assignment of incidental duties to these employees will be utilized when possible in order to provide for full-time work. These duties would include flagging, locating, and assisting in the warehouse or office. It is also understood and agreed upon that proper training will be provided, and upgrades will be paid, when applicable.

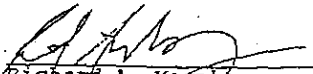
Finally, it is agreed that either the company or the union may terminate this agreement within 30 calendar days.

Respectfully,



J. R. Davidson  
Labor Relations Administrator

Agreed:

  
Richard A. Morales  
Local 77 Representative

cc: Karl Kirn  
Jim Bartley  
Brian Lenz

# PUGET POWER

January 31, 1991

John Cunningham and  
Richard Morales  
Business Representatives  
IBEW Local No. 77  
P.O. Box 12129, Broadway Station  
Seattle, Washington 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.

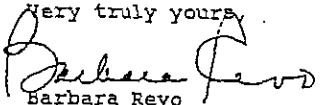
\* Articles 2.4(c), 2.4(d), and 2.31 of the Collective Bargaining Agreement shall continue to apply where appropriate.

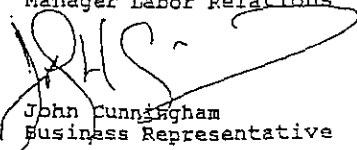
\* For anticipated needs to upgrade (i.e., scheduled PTO or STD/LTD situations) the upgrade to relief-foreman shall be offered to qualified journeymen in the nearest headquarters who have five years of experience as a journeyman and two years with Puget if there are no journeymen who meet the 5/2 rule in the affected headquarters.


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

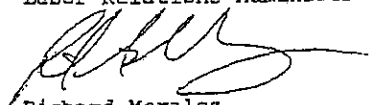
Please signify your acceptance of this Agreement below.

Very truly yours,

  
Barbara Revo  
Manager Labor Relations

  
John Cunningham  
Business Representative

  
Barry Eronson  
Labor Relations Administrator

  
Richard Morales  
Business Representative



October 10, 1990

Charles O. Smith and  
Robert A. Boode,  
Business Representatives  
IBEW Local #77

Re: Labor-Management Agreement on Stores Upgrades

The following constitutes the agreement reached in a labor-management meeting held on October 9, 1990, regarding the conditions under which a warehouseman may be upgraded to Storekeeper:

1. A warehouseman would have to be a qualified bidder (i.e., a Warehouseman IV) in order to receive a temporary upgrade to Storekeeper.
2. The warehouseman would receive the upgrade if assigned to fill in for a Storekeeper for more than ten (10) consecutive workdays.
3. No upgrade will be paid for an assignment to perform Storekeeper duties for ten (10) consecutive days or less.
4. In the event that a warehouseman is assigned to fill in for a Storekeeper for a defined period of more than ten (10) consecutive days, the Storekeeper upgrade shall apply from the first day. (This upgrade from day one is based upon the assumption that when it is known that the assignment will be for more than ten consecutive workdays, the Warehouseman will be fulfilling all duties and responsibilities of the Storekeeper job from the beginning and throughout the entire period of the assignment.)
5. In the event that a warehouseman is assigned to fill in for a Storekeeper for an undefined period of time due to illness or other emergency, the Storekeeper upgrade shall apply beginning on the eleventh (11th) consecutive workday of the assignment.
6. The assignment of Storekeeper duties shall be offered to the most senior qualified Warehouseman in the effected service center or stores facility.
7. Storekeeper seniority shall not be accrued by Warehousemen serving in a temporarily upgraded position; however, such time spent in the Storekeeper assignment shall accrue as Warehouseman IV seniority.
8. This Agreement amends the Storekeeper job description language, by omission of the sentence, "There will be no dual qualifications into this position."

This Agreement shall be effective October 22, 1990.

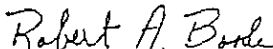
Agreed:

For Puget Power

For IBEW Local #77



Barry Cronson  
Labor Relations Administrator



Robert A. Boode  
Business Representative



Barbara Revq  
Labor Relations Administrator



Charles O. Smith  
Business Representative

cc: Sam Hansen  
Dorothy Graham

~~SECRET~~

January 17, 1990

Mr. Charles O. Smith  
Business Representative

NOTED

JAN 19 1990

LABOR RELAT

Mr. Robert A. Boode  
Business Representative  
I.B.E.W. Local Union #77  
P.O. Box 12129, Broadway Station  
Seattle, WA 98102

RE: Helper Evaluation Agreement

Dear Messrs. Smith and Boode:

This letter is written to confirm our understanding and agreement to exempt the existing Line and Wire Helpers from the negotiated Labor/Management test, as provided for in the Collective Bargaining Agreement. Helpers which were at their fifth (5th) six months on the date of ratification of the Collective Bargaining Agreement (12/20/89) and the existing Line and Wire Helpers who are at the top step and have at least thirty-six (36) months in the position will be exempt upon successfully completing an evaluation as outlined below.

The following is an outline of the helper evaluation program as we agreed.


1. The Labor/Management Committee will have the responsibility to
  - a. Identify the required list of skills, develop the skills evaluation form and outline of the evaluation procedure,
  - b. Provide the evaluation form and outline of the evaluation procedures to the service center superintendents and local training committees,
  - c. Outline evaluation process and responsibilities to the local training committees (a local committee will have at least one management member; in no case will the local committee have more management members than union represented members).
2. The local training committee will have the responsibility to:
  - a. Work with the service center superintendent to schedule qualified employees for the evaluation,
  - b. Administer the evaluation to those helpers who qualify,
  - c. Sign off those employees who successfully complete the evaluation,

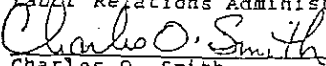


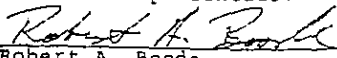
- d. Provide an updated list of evaluation results on a continuing basis to the superintendent of the service center,
  - e. Contact the Labor/Management Committee with any questions or concerns they may have on the evaluation process.
3. All helpers who are at the top step and have at least thirty-six (36) months in classification will be eligible for this evaluation and the following shall apply:
- a. All helpers in this group who successfully complete the evaluation will be upgraded to the top step immediately.
  - b. All helpers who do not successfully complete the evaluation will remain in the sixth (6th) step until completion of the sixth (6th) step and successfully completing the negotiated Labor/Management test, as provided for in the Collective Bargaining Agreement.
4. This evaluation process for those Helpers who are at top step and have at least thirty-six (36) months in classification will be in effect until the negotiated Labor/Management test is in place.
5. Helpers who were in their fifth (5th) six months on 12/20/89, as identified in the attachment, will be eligible for this evaluation and the following shall apply:
- a. All Helpers in this group who successfully complete the evaluation will be upgraded to the sixth (6th) step immediately, and on completion of an additional six (6) months, will be upgraded to the top step.
  - b. All Helpers in this group who do not successfully complete the evaluation will remain in the fifth (5th) step until the date they would normally advance to the sixth (6th) step. On completion of an additional six months and successfully completing the negotiated Labor/Management test as provided for in the Collective Bargaining Agreement will advance to the top step.
6. This evaluation process will be developed and initiated within thirty (30) days of this signed letter of agreement.

7. The Labor/Management Committee is encouraged to complete the helper test as soon as possible. Under no circumstances shall the Committee take longer than six months (June 20, 1990).<sup>f</sup>
8. In the future, all helpers excluding those currently in the fifth (5th) and sixth (6th) step must have completed their sixth (6th) six month step, have at least thirty-six (36) months in the position and have successfully completed the negotiated Labor/Management test as provided for in the Collective Bargaining Agreement, before advancing to the top helper step.
9. This procedure does not compromise the Company's right to evaluate employees' abilities as required.

This agreement of the helper evaluation process as outlined above will be effective with your concurrence as indicated by your signature in the space indicated below.

  
\_\_\_\_\_  
Richard O. Delapp  
Labor Relations Administrator

  
\_\_\_\_\_  
Charles O. Smith  
Business Representative

  
\_\_\_\_\_  
Robert A. Boode  
Business Representative

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*Safety First!*