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2002 workers

AGREEMENT
between

Salt River Project
Agricultural Improvement
and Power District
Phoenix, Arizona



and



International Brotherhood
of Electrical Workers
Local Union 266
A.F.L. - C.I.O.

December 14, 2002
through
November 15, 2005

DISTRICT

REPRINTED

**This publication replaces
an earlier, incomplete printing
and will serve as the final,
approved issue of the
2002-2005 agreement
between Salt River Project
Agricultural and Improvement
District and
Local 266 of the International
Brotherhood of Electrical
Workers.**

KEY

Regular type-unchanged language

Italic type-housekeeper (previously in contract)

Bold regular type-new language

***Bold Italic type-housekeeper (NOT previously
in contract)***

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Printed by members of IBEW Local 266

**DISTRICT
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AGREEMENT

THIS AGREEMENT is made and entered into as of **December 14, 2002**, by and between the Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized under the laws of the State of Arizona, "District," and Local Union 266 of the International Brotherhood of Electrical Workers, an affiliate of the American Federation of Labor-Congress of Industrial Organizations, "Union."

Reference is made in this Agreement to the Association and to the Project. Wherever the word "Association" is used, it shall mean the Salt River Valley Water Users' Association. Wherever the term "Project" is used, it shall include the District and the Association.

WITNESSETH

The Union is recognized as the bargaining agent for employees covered by Exhibit "A" attached.

To facilitate the peaceful adjustment of any differences that may arise from time to time between the District and its employees and to promote harmony and efficiency, to the end that the District, the Union and the public generally shall benefit, the parties agree as follows:

ARTICLE I
DISTRICT--UNION RELATIONSHIP

Section 1. Employees Covered

The District recognizes the Union as the bargaining agent of all employees working in the classifications covered by Exhibit "A" of this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment as outlined in this Agreement. The District shall not remove any of the classifications in Exhibit "A" into salaried positions.

Section 2. Mutual Objectives

The District is engaged in the generation and distribution of power and energy to homes, hospitals, farms and businesses and is obligated to the public to maintain continuous operations. The obligation to provide continuous service during the term of this Agreement rests upon both the District and its employees. The District and the Union agree that the primary objective of the District is to provide superior service to its customers at the lowest cost consistent with its obligation to provide fair wages and working conditions to all of its employees. To achieve that objective requires the united efforts and teamwork of the District, its employees and the Union. The Union agrees for itself and on behalf of its members, who are employees of the District, that they shall individually and collectively perform loyal and efficient work and service; that they shall avoid and discourage waste of materials and manpower; that they shall use their influence and best efforts to protect the property of the District and its service to the public; and, that at all times they shall cooperate in promoting the District's

welfare and in assuring the uninterrupted continuance of the District's services.

Section 3. Mutual Cooperation

The District and the Union shall mutually cooperate to promote harmony and efficiency among the District's employees. Representatives of the District shall meet upon reasonable notice with authorized representatives of the Union to discuss any grievances arising out of this Agreement in accordance with the provisions of Article VIII. These meetings normally shall be conducted outside of working hours.

Section 4. Separability of Contract

- (A) In the event that any provisions of this Agreement are adjudged to be invalid for any reason by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- (B) No provisions of this agreement shall limit or restrict management's ability to comply with Federal, State or Local law.

Section 5. Bulletin Boards

The District shall provide a space in each department/division on which the Union may post official bulletins. The Union shall supply bulletin boards no larger than six (6) square feet. Official bulletins of the Union shall be on the letterhead of the Union or shall be signed by an authorized representative of the Union. Only Union stewards or other authorized representatives of the Union may post or remove official Union notices.

Section 6. Access to Plant by Union Representative

The authorized business manager and/or assistants of the Union, upon advance notification to the supervisor in charge, shall have access to the District's properties or other work locations during working hours for the purpose of observing working conditions, provided that the employees are not interfered with in their work.

Section 7. Union Solicitation

- (A) No solicitation for Union membership shall be conducted on District time.
- (B) The District agrees to provide adequate time for the Union at each New Employee Orientation to present information about Union membership, purpose and commitment to safety.

Section 8. Equal Application of Contract Terms

In carrying out the provisions of this Agreement, neither the District nor the Union shall discriminate against any individual because of race, color, religion, sex, national origin, age, handicap or status as a Vietnam era veteran or disabled veteran in regard to any position for which the individual is qualified.

Section 9. Safety

- (A) All employees shall observe all safety rules and regulations now or hereafter established for the Project by the Joint Accident Prevention Rules Committee. The safety rules and regulations are set forth separately under the title of "Accident Prevention Rules." The President of the Union and the General Manager of the Salt River Project must approve all safety rules and regulations.

Supervisors shall administer disciplinary action for violation of safety rules or regulations within the provisions of positive discipline. The disciplinary action may be grieved.

- (B) The Project shall furnish such safety devices and first aid kits as may be needed for the safety of employees.
- (C) **The Project shall provide one (1) pair of safety prescription sunglasses and one (1) pair of regular prescription safety glasses per year for employees who require prescription glasses under the terms of the Project's Vision Plan benefit.**
- (D) The Project shall contribute up to twenty-five dollars (\$25) every year, for steel-toed footwear, which complies with American National Standard Institute's standard number z41 (1983), for each employee, who is required to wear such footwear to perform their job. To receive reimbursement, the employee must provide management with a receipt for the new footwear.

**ARTICLE II
DEFINITIONS, WORK RULES AND
GENERAL PROVISIONS**

Section 1. Management of District

Except for matters specifically agreed upon herein, the District, shall have the right to alter any procedure or custom or direct the manner of the accomplishment of any work, and to make any changes in its organization, method or plan of operations that it shall deem advisable. The Union shall be notified of all major changes and such changes shall be discussed with the Union before they are put into effect.

Section 2. No Strikes, No Lockouts

- (A) During the term of this Agreement, the District agrees that there shall be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there shall be no authorized, concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott or any type of organized or concerted interference, express or implied, direct, indirect, coercive or otherwise, with the District's business. The Union further agrees that should any such acts be committed by any employee or employees, it shall openly and publicly denounce and discourage said acts.
- (B) It is mutually understood and agreed that the District shall have the right to take disciplinary action including discharge, against any employee who may engage in any unauthorized stoppage, strike, slowdown or who is negligent in the performance of the work of the District, subject to

the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement. In those cases in which an issue of fact exists as to whether or not any particular employee is engaged in participating or encouraging any violation of the provisions hereof. In accordance with the District's right to discipline, up to and including discharge, for violations of this section, the District shall have the option to retain employees guilty of such violations where it is in the best interests of the District to do so, provided, however, said employees may forfeit all seniority and become probationary employees. *See Article VI, Section 2.

Section 3. Employee Classes and Status

The following definitions shall apply to the classes and status of persons employed by the District:

- (A) **Regular Full-Time Employee** - Any employee who has been employed to work full-time for an indefinite period of time.
- (B) **Regular Part-Time Employee** - Any employee who has been employed to work at least four (4) hours per day or twenty (20) hours per week on a regular basis and for an indefinite period of time.
- (C) **Provisional Employee** - Any employee who has been employed to work in agreed upon classifications, has limited benefits, and does not possess any layoff rights or seniority. A provisional employee does not have the benefit of the grievance/arbitration procedure when terminated from the employment of SRP for any reason.

- (D) **Temporary Employee**—Any employee who has been employed to work full-time for a definite period not to exceed two hundred seventy (270) calendar days. **A temporary employee hired into the Company who completes the Customer Service Representative training will become a provisional employee without a bid.**
- (E) **Variable Employee**—Any employee who has been employed to work intermittent periods of time, depending upon the employee's voluntary availability and District work requirements, for an indefinite period of time.
- (F) **Student Employee**—Any employee who has been hired to work not more than one (1) year who is a high school student enrolled in a cooperative education program or a high school or college student hired to work between the spring and fall semesters. Student employees shall be paid at the appropriate rate for the classification worked. Student employees shall not be eligible for benefits or bidding rights.

Section 4. Work Day and Work Week

- A) Except as hereinafter otherwise provided, eight (8) hours shall constitute a normal work day, and five (5) consecutive days from Monday through Friday shall constitute a normal work week.
- (B) The District shall establish the work day and work week of any and all employees who are engaged in the performance of duties relating to operations of a continuous nature or whose duties are such that they cannot be performed in a normal work day or a normal work week.

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DISTRICT

Section 5. Shift Definitions and Payment of Shift Differential

The amount of shift differential pay, if any, which shall be due an employee shall be determined by the employee's shift starting time. Starting times within each shift shall be governed as follows:

- (A) **Day Shift**—all eight (8)-hour periods scheduled to begin at 4:00 a.m. or thereafter but before 12:00 Noon.
- (B) **Swing Shift**—all eight (8)-hour periods scheduled to begin at 12:00 Noon or thereafter but before 8:00 p.m. (85¢/hr.)
- (C) **Graveyard Shift**—all eight (8)-hour periods scheduled to begin at 8:00 p.m. or thereafter but before 4:00 a.m. (95¢/hr.)

Section 6. Work Schedules

- (A) (A) Work schedules shall be established by the department heads to conform with work requirements. Scheduled starting time is the time employees are asked to report for work by their supervisors. Management and the Union from time to time may enter into agreements providing for alternate work schedules.
- (B) Types of work schedules as established by the department head shall be:
- (1) Normal work week—Monday through Friday, eight (8) hour work days, with starting time as established by department head.
 - (2) Continuous (shitman) coverage—seven (7) days per week and twenty-four (24) hours

DISTRICT

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per day with scheduling and working conditions as stated in Article II, Section 16.

- (3) Non-continuous multi-shift where work requirements are such that employee coverage is regularly needed on Saturdays and/or Sundays, on one or more scheduled shifts.
- (C) All position vacancies shall be filled by bid and the applicable type of work schedule or shift shall be stated on the bid sheets.
- (D) If it is necessary to change the permanent work schedule of hours worked or days off for any group of employees, the District shall first meet with Union representatives and explain the basis of need for the change and the new schedule. The new working schedule assignments shall first be bid within the group of employees affected and an attempt shall be made to fill the schedule by this bidding or by mutual agreement. If the assignments to the new work schedule are not voluntarily filled by this procedure, the positions shall be filled on the basis of department seniority.
- (E) Where work coverage is required on Saturdays and/or Sundays, a schedule of days off shall be established whenever possible so that no employee has a work schedule that does not provide for some Saturdays and Sundays off.
- (F) When a schedule of rotating days off is not possible in providing work coverage for Saturdays and Sundays, the job shall be filled by the normal bid procedure when a vacancy occurs in an assignment to this schedule.

Section 7. Change of Work Week

It is understood and agreed that if, during the term of this Agreement, the current forty (40) hour work week is changed by Federal legislation, either party may reopen the Agreement with reference to wages or such other matters as may be affected, by serving sixty (60) days written notice to the other party within ten (10) days from the date the work week is changed.

Section 8. Commencement of Work for Scheduled Work

No time shall be allowed to any employee for reporting to or returning from their established headquarters. All authorized time spent in traveling from the employee's headquarters to and from the job shall be considered time worked.

Section 9. Assignment of Work

- (A) Work assignments for all employees in each classification are outlined in the approved job descriptions now in effect. The District reserves the right to add to, delete from or amend these job descriptions as necessitated by future changes in operations in accordance with the established job evaluation procedure, with advance notification of such changes to the Union. The phrase "as necessitated by future changes in operation" used in this paragraph is agreed to mean such changes as the use of new equipment, or where the character of the job has materially changed due to a change in circumstances not existing when the job was evaluated. However, where there is no change in circumstances and the District adds to, deletes from or amends a job description, the

District shall negotiate the wage rate for the revised job prior to putting the job into effect. Questions concerning the evaluation or re-evaluation of jobs covered by this Agreement which cannot be resolved by means of this procedure are subject to further review in accordance with the grievance procedure as set forth in Article VIII of this Agreement. If no agreement is reached, then the issue of the wage rate shall be submitted to binding arbitration as provided for in Article VIII. The District may assign a temporary rate to a new job for a period of up to one hundred twenty (120) working days pending the establishment of a formal rate by the established job evaluation procedure. In the event the formal rate results in a lower grade than that temporarily assigned by the District, the employee shall receive the rate appropriate to the job beginning the pay period immediately following the formal rating. In the event the formal rate results in a higher labor grade than that temporarily assigned by the District, rates applicable to the proper grade shall be paid retroactive to the date of the employee's assignment to the new job. When the District establishes a formal rate for a new or changed classification, the District shall:

- (1) Prepare a new or revised job description.
- (2) Present to the Union in writing the job description, the formal rate of pay, and its effective date. If the formal rate of pay for a new or changed job is not satisfactory, the grievance procedure shall herein be followed and only the formal rate of pay for such new

or changed job assignments shall be subject to the grievance and arbitration provisions of this Agreement.

- (B) The composition of the various crews required by the District's operations shall be determined by the character of the work normally performed in the division concerned, except that in the line divisions crews shall consist of at least two (2) journeymen when working on 600 volts and above.
- (C) Provided there is no other supervisor in effective charge, supervision and work direction on one (1) piece of work shall be provided by temporary upgrading or assignment of hourly personnel in accordance with the following table:**

If no effective supervision then the following hourly classification shall apply with the crew make-up	No. of Journeymen (one (1) of which shall be the classification noted in Column #1)	No. of unskilled or semi-skilled	Total crew complement including the person in charge as noted in Column #1	
			min	max
Journeyman	1	max 2	1 Journeyman	3
Wkg. Foreman, TIA	2	max 3	-	4
Wkg. Foreman, TIA	At least 1 and not more than 3	max 4	5	5
Foreman	4 or more	As required	8 in total	

* The number of Journeymen noted in Column #2 above shall constitute the crew complement requiring the classification noted in column #1.

** The table applies only to work in Electrical System Design & Construction and Electrical Systems Operations & Maintenance.

The person selected to be in charge shall be responsible for work performance.

- (D) Effective supervision is defined as. Supervision that is either in the immediate area directing the work or is available at all times via radio, mobile phone, pagers or other means of communication with the crew(s). When requested, Supervision shall be at the work site within a reasonable length of time.
- (E) Except as hereinafter otherwise provided, salaried personnel shall not handle tools or do that class of work required of hourly workers except as required in case of emergency, for training, for instructional purposes or for technical work. Technical work consists of work involving testing, installation and removal of specialized equipment and other work requiring specialized training, education and/or skills beyond that normally required of a Journeyman classification and the interpretation, extrapolation and application of the results of such testing and/or equipment.
- (F) Tradeshelpers, Groundmen or Laborers shall not do the work of a Journeyman, work on or adjacent to unguarded energized conductors, work in elevated areas requiring special climbing skill or training, or shall not work alone on electrical installations from a bucket or platform truck unless assisting a Journeyman who is in the bucket or on the platform.
- (G) There shall be a Journeyman Lineman or Electrician present for any underground work involving laying cable or connecting padmount transformers other than work dealing with running secondary services from existing underground.

Section 10. Headquarters

- (A) "Established Headquarters" — Any headquarters designated by the District with proper advance notice for the purpose of engaging in work where such work shall continue indefinitely.
- (B) "Temporary Headquarters" — Any headquarters designated by the District for the purpose of engaging in work where such work shall continue for a temporary period. Since the requirement to work at out-of-town temporary headquarters is inherent in the utility industry, the District at its option may establish temporary headquarters at any location.
- (C) As a general rule, out-of-town work shall be distributed as fairly as possible among employees in job classifications required to perform such work.

Section 11. Determinations and Notices

- (A) The determination as to whether any headquarter assignment is established or temporary shall be made by the District and proper advance notice thereof shall be given to the employees affected.
- (B) The District shall notify all employees at least twenty-four (24) hours in advance of going to temporary headquarters for one (1) night or more for out-of-town work or shall notify the employees so affected prior to the close of the preceding shift worked. In the event that less notice than that specified above is given, except in case of emergency and except for the relief of employees unable to complete out-of-town work which they have been assigned due to illness or other personal reasons outside the responsibility of the

District, the employee affected shall receive one half (1/2) time in addition to the applicable rate for the first eight (8) hours. Employees assigned to out-of-town work during an emergency or to relieve employees unable to complete an assignment due to illness or personal reasons outside the responsibility of the District, shall be paid their straight time or regular rate during such assignment. "Emergency work" as used in this section is meant to be that work necessitated by flood, fire, disaster, or other such unusual conditions.

Section 12. Notice of Return to Work

Employees returning to work after any illness, accident or unscheduled absence shall give to their supervisor at least eight (8) hours notice before returning to work.

Section 13. Change in Established Work Schedules
(For provisions relating to shiftmen, see Article II, Section 16)

(A) Definitions:

- (1) Work day - eight (8) hours per day regardless of start time.
- (2) Start time - the time of day the supervisor designates that an employee begin the work day.
- (3) Start Time Change - when the employee's start time is changed within the confines of the current shift's time range.
- (4) Shift - day, swing and graveyard shifts as defined in Article II, Section 5 (A), (B), and (C); each having their specific time ranges.

- (5) Current shift - the shift within which the employee's start time lies.
- (6) Shift Change - when the employee's start time is changed from the confines of their current shift's time range to that of another shift's time range.
- (7) Shift Change Notice - forty (40) hours notice must be given prior to the start time for any shift change.
- (8) Start Time Change Notice - twelve (12) hours notice must be given prior to any change in start time.

(B) When an employee's shift is changed for a period of three (3) work days or less, or more than one hundred fifty (150) calendar days, the employee shall be paid one and one-half (1 1/2) times BHR for that time worked during the changed period.

(C) Except in the shift change circumstances described above and a shift change notice is not given, the employee shall be paid one and one-half (1 1/2) times BHR for their first work day. On the second (2nd) and subsequent eight (8) hour work days on the new shift, straight time rates shall prevail. When shift change notice has been given straight time rates shall prevail.

The employee must have at least fifteen and one-half (15 1/2) hours off between work days, when resuming their prior established shift or shall receive one and one-half (1 1/2) times BHR for the first work day. If the employee is required to report to work after fifteen and one-half (15 1/2) hours off, the straight time rate shall prevail.

- (D) When an employee's start time is changed, proper start time change notice shall be given. When start time notice is not given, the employee shall be paid one and one half (1½) times BHR for the first two hours of that work day. When start time notice is given, the straight time rate shall prevail.
- (E) Deviations from established shifts or start times, with or without use of notice provisions, and without premium pay, can be made when such changes are mutually agreed upon.

Section 14. Inclement Weather

- (A) It is management's intent to utilize the work force productively. However, if weather conditions or weather-related conditions are such that no scheduled work or training can be undertaken, employees reporting to work shall be granted at least two (2) hours pay, unless notified before the close of their work day that no work shall be performed the following day. It being understood, however, that such employees may be held at headquarters for trouble calls. Employees who report for scheduled overtime work on their sixth (6th) or seventh (7th) day but are sent home because of inclement weather shall receive two (2) hours show-up pay or pay for actual time worked whichever is greater. Employees shall not receive any pay if they call their supervisors or their supervisors call them before reporting for scheduled overtime work and are told not to come in that day because of inclement weather. If they are unable to contact their supervisors, employees are advised to report to work anyway.

- (B) Employees working on the job when inclement weather occurs and work cannot continue will be paid a minimum of four (4) hours.

Section 15. Journeymen and Apprentices

The following definition and regulations govern the employment of Journeymen and Apprentices in the various trades of the District:

- (A) The term Journeyman shall apply to a worker who has served a formal apprentice program or the equivalent thereof in one (1) of the recognized crafts established by the District.
- (B) Apprentices, after serving their full Apprenticeship years, shall be retained at the rate next below a Journeyman's rate, until an opening occurs for a Journeyman or for a period not to exceed an accumulated period of one (1) year, after which time the employee shall be progressed to the status of a Graduate Apprentice. Thereafter and paid at the Journeyman rate on a special classification number.
- (C) The ratio of Apprentices to Journeymen shall be determined by the future requirements for Journeymen but shall not exceed one (1) Apprentice to every one (1) Journeyman in each classification.
- (D) An Apprentice, other than a Graduate or Thereafter, shall work under the guidance of a Journeyman or supervisor who is a Journeyman in the trade and under no circumstances shall such Apprentice be entitled to temporary upgrades.

- (E) The District and its Apprentices shall abide by the rules and regulations of the Apprenticeship Standards and Affirmative Action Plan for the recruiting, selection and training of Apprentices as established in the District by the Joint Apprenticeship Committee and approved by the Joint Union-Management Negotiating Committee, including those which have been approved or may hereafter be approved by the Arizona Department of Economic Security. These rules and regulations are a part of this Agreement.

Section 16. Shiftmen

- (A) Shiftmen are those employees who are engaged in the performance of duties relating to operations of a continuous nature requiring that work be scheduled twenty-four (24) hours a day, seven (7) days a week, on a scheduled rotating shift basis. At present, those employees who are considered to be shiftmen are:
- (1) Operating employees of all power plants.
 - (2) Maintenance employees in power plants where jobs are so bid and full shift coverage of seven (7) days per week and twenty-four (24) hours per day is needed.
- (B) "Shift schedule" as used herein shall mean any work schedule established for shiftmen. The District shall establish a schedule providing for rotation of shifts and days off.
- (C) Changes in regular shift schedules shall be posted a minimum of forty (40) hours in advance.
- (D) Except on emergency work, no shiftman shall be required to work any split shift or split work week.

- (E) Emergency relief of shiftmen shall be defined as being caused by illness or other inability of the regularly scheduled employee to work their shift due to no fault or action of the District. In providing for emergency relief of shiftmen, other employees from either rotating shift or relief shift (and not necessarily working the same schedule or hours as the employee relieved) may be transferred to the relief duty. A minimum of fifteen and one-half (15½) hours off duty shall be allowed when transferring other employees from either rotating or relief shifts, provided, however, if less than fifteen and one-half (15½) hours off duty is allowed; the employee shall be paid at the overtime rate for the first shift. The notice and sleep time provisions do not apply for emergency relief of a shiftman.
- (F) When relieving shiftmen for a reason other than emergency, as defined in paragraph (E) above, or when changing a regular shift schedule, relieving employees shall have at least fifteen and one-half (15½) hours off duty and forty (40) hours notice prior to commencement of the first shift on a new schedule. Failure to give such time off between shifts or such notice shall cause employees to be paid for the first shift on the new schedule at the overtime rate. When a shiftman works his/her regularly scheduled days off, the employee shall be paid at the overtime rate, provided, however, when the employee returns to the regularly scheduled shift after working his/her days off, no premium pay for a short change shall result.
- (G) Sleep time for shiftmen is the period of time beginning twelve (12) hours prior to the start of their scheduled shift and ending four (4) hours

prior to the start of their scheduled shift. All worked sleep time will be paid at two and one half (2 1/2) times BHR.

- (H) Rest time is the period of time the employee shall be allowed off during the next regular shift equivalent to their sleep time hours worked. Shiftmen except when providing emergency relief as described in paragraph (E) above are eligible for rest time. Rest time shall not extend past the end of the employee's regular shift and shall be scheduled at the end of the regular shift except when by mutual agreement, time off may be scheduled at the beginning of the regular shift.
- (I) When a shiftman qualifies under Article II, Section 16 (G) for and is required to work their rest time, the employee shall be paid two (2) times BHR.
- (1) A shiftman who is scheduled to work on his/her first (1st) regular day off and is also required to work his/her rest time shall be paid at one and one half times (1 1/2) BHR except for rest time worked which shall be paid at two (2) times BHR.
 - (2) A shiftman who is scheduled to work on his/her second (2nd) regular day off shall be paid two (2) times BHR.
 - (3) The words "regular" and "scheduled" for purposes of application in paragraphs (G), (H) and (I) above are to be considered synonymous.
- (J) Shiftmen shall be granted sleep time if it is earned prior to a scheduled vacation day.

- (K) Nothing in this Agreement shall prevent the Site Supervisor at Stewart Mountain Power Plant from working one operating shift per week and working up to one (1) week relief for a sick or vacation absence.

Section 17. Contracted Work

- (A) It shall be the Project's policy that all its usual and customary work shall be done by its regular forces, and so to manage, control and allocate its work, seasonal and climatic conditions permitting, as to reduce to a minimum layoffs and reductions of job opportunities of its forces. To that end the Project shall endeavor in good faith not to contract out work usually and customarily performed by its regular employees at a time when such work can be performed by them. It is mutually recognized, however, that from time to time circumstances shall require the Project to contract out certain work. Labor and management will periodically review the projected workload forecast for the affected area.
- (B) In the event it becomes necessary to award construction, maintenance or service work of the type usually and customarily done by its field, shop or clerical forces to a private contractor, the District shall notify the Union of such contract work and the name and address of the contractor. Such notification shall be made by the Labor Relations Department before or concurrent with notification of successful bidder and prior to starting the contracted work.

ARTICLE III
WAGES, DEDUCTIONS AND PAY PRACTICES

Section 1. Wages

- (A) The wages to be paid to employees covered by this Agreement shall be set forth in Exhibit "A," attached hereto and made a part hereof.
- (B) An employee shall be notified when his/her time record has been changed and the change shall affect the amount of pay to be received.

Section 2. Payroll Deductions

Upon the individual and voluntary written authorization of any employee to assign a portion of the employee's wages to the Union, the District shall deduct from the wages of such employees such amounts as are so assigned and remit same to the Union until such time as the assignment may be revoked by the employee. Such deductions will be made the first two pay periods of each month.

Section 3. Overtime

- (A) Except as hereinafter otherwise provided, the following work shall be paid at the rate of time and one-half (1½) BHR.
- (1) Work performed before or after eight (8) straight time hours in any one (1) work day or forty (40) straight time hours in any one (1) work week.
- (2) Work performed on a regularly scheduled day off except in cases where the employee voluntarily absents him/herself from the job during the week without notice and except as

otherwise provided in Article III, Section 4, paragraph (A).

- (3) Work performed after six (6) hours but before a meal break.

(B) EMERGENCY

Emergency overtime occurs when employees are required to work overtime and have been given twelve (12) hours or less notice to report to work. It is the Project's policy that during emergencies employees are required to fulfill the District's obligation to maintain and/or restore service to its customers. The District shall be exempt from the obligation to distribute emergency overtime as fairly as possible.

(C) SCHEDULED

Scheduled overtime occurs when employees are required to work overtime and have been given more than twelve (12) hours notice. When scheduled overtime is required, it is the policy and intent of the District to require those employees in the classification needed to accomplish said work function to work overtime. Further, when overtime is required, the District shall make reasonable efforts to provide a fair distribution of overtime work among employees in the same classification, based on their skills and expertise, within the cost center and shift involved, in accordance with the following procedures:

- (1) A bi-weekly record of scheduled and emergency overtime hours worked shall be maintained by the cost center. The schedule shall list the employees by name and shall show the day(s) and estimated hours of overtime scheduled. When an employee is

asked to work scheduled overtime and the employee does not make him/herself available, the employee shall be charged, for distribution of overtime purposes, with the same number of hours which the employee who accepts the work is credited with converted to straight time hours. Acceptable excuses for not responding and not charging as refused overtime shall include death in the employee's immediate family (mother, father, brother, sister, spouse or qualified dependents), jury duty, authorized vacation, recognized Union duties, military obligations and verified illnesses.

- (2) When an employee's name is added to an occupational group in which the employee's name has not previously been included, the employee shall assume the highest number of hours posted for an employee in the same classification and the overtime hours the employee had previously been credited with, shall be canceled.
- (3) Overtime work shall be distributed as fairly as possible on a payroll year basis, among the employees in the job classifications required to perform such overtime work.
- (4) When an employee has not been given the opportunity to work overtime as provided herein, that employee shall be afforded the next overtime available for which the employee is qualified, within the same payroll year.

- (5) Except for emergency overtime, those employees who work Monday through Friday that are requested to work overtime on Saturday, shall be notified by the end of their shift on the preceding Thursday, and those employees requested to work Sunday shall be notified by the end of their shift on the preceding Friday. Those employees requested to work a holiday overtime shall be notified two (2) days prior to the holiday. (For provisions relating to shiftmen, see Article III, Section 7 (B))
- (6) Crews or personnel may not be changed for overtime distribution purposes when, in the District's judgment, such changes shall adversely affect job continuity, schedules, quality or costs.
- (D) The maximum rate that can be earned under this Agreement for any reason or combination of reasons is four (4) times the basic hourly rate. Each overtime factor shall be additive and not compounded.

Section 4. Miscellaneous Pay Provisions

(A) Sunday and Holiday Work

Work performed on Sundays and Holidays shall be paid at the rate of two (2) times BHR. It is understood that "Sunday" for shift workers shall be the second (2nd) of two (2) consecutive days off, and the fourth (4th) of four (4) consecutive days off.

(B) Call-out Time

- (1) Except as hereinafter otherwise provided, a minimum of two (2) hours at the rate of time and one-half (1½) shall be paid any employee who is called out by duly authorized person or persons for the purpose of working outside the employee's established hours of work. If the call-out period overlaps into the established hours of work other than for emergency work, the employee who has been called out shall be paid at the overtime rate only for that time worked outside the employee's established hours of work.
- (2) When called out to report for an immediate call-out, (employee must report within two (2) hours of call) the employee's compensation shall be calculated from the time the employee accepts the call-out from his/her supervisor, or other duly authorized person. Employees accepting immediate call-outs will be paid an additional one half (½) time for the first two hours.
- (3) Except as otherwise provided, employees who are required to perform work due to call-out during other than their regular working hours shall be paid at the rate of time and one-half (1½) until the employee is released or he enters his regular work shift. When such call-out extends into the employee's regular work shift, he shall revert to BHR unless meal or other premium penalties are involved.

- (4) If an employee has worked more than eight (8) hours of call-out overtime work, and said work continues into the employee's regular shift, the employee shall continue to receive a minimum of one and one-half (1½) times BHR until released.
- (C) Sleep Time (For provisions relating to shiftmen, see Article II, Section 16)
- (1) Sleep time is the period of time beginning ten (10) hours prior to the start of their scheduled shift and ending two (2) hours prior to the start of their scheduled shift. All worked sleep time will be paid at two and one-half (2½) times BHR.
 - (2) Rest time is time the employee shall be allowed off during the next regular shift equivalent to their sleep time hours worked. Rest time shall not extend past the end of the employee's regular shift. Time off shall be scheduled at the end of the regular shift except when by mutual agreement, time off may be scheduled at the beginning of the regular shift.
 - (3) Except as otherwise provided, when an employee qualifies under Article III, Section 4 (C) (1) and is required to work rest time, the employee shall be paid two (2) times BHR.
 - (4) Employees scheduled to work their sixth (6th) day (1st regular day off) and are also required to work their rest time shall be paid one and one half (1½) times BHR except for rest time worked which shall be paid at two (2) times BHR.

- (5) Employees scheduled to work on their seventh (7th) day (2nd regular day off) shall be paid two (2) times BMR.
- (D) Employees scheduled to work on their regularly scheduled days off shall not be entitled to sick leave if they become ill and are not able to report for work.

Section 5. Pay for Temporary Classifications

- (A) Qualified employees temporarily assigned to a different hourly job that has higher pay rate(s) shall receive the prevailing rate of pay for such higher hourly jobs during the period of such assignment, provided however, that to qualify for temporary upgrading, an employee must be able to assume the full duties and responsibilities of such higher hourly classification. For temporary upgrading purposes the prevailing rate of pay for jobs with progressionary steps is defined to mean the beginning rate for the job. However, in no event shall the amount for a temporary upgrade as described above be less than three percent (3%) above the employee's current base hourly rate nor more than the highest rate per hour for the hourly classification of temporary assignment.
- (B) Employees in hourly classifications listed in Exhibit "A", (except summer students), who satisfy the qualifications of a higher salaried non-supervisory classification and are able to assume the full duties and responsibilities of a higher salaried classification, shall be paid three percent (3%) above the employee's regular hourly rate of pay for the duration of such assignment. A higher

salaried non-supervisory classification is defined as the "Salary Range Minimum" specified by the prevailing salary structure that exceeds the regular rate of the hourly employee.

- (C) Employees upgraded temporarily to a salaried supervisory position shall be paid three percent (3%) per hour above the appropriate Working Foreman, Thereafter rate when the line of progression includes the classification of Working Foreman, First (1st) Year and Thereafter, and for other salaried supervisory jobs the employee shall be paid at a rate of three percent (3%) above the highest classification supervised.
- (D) Travel, in conjunction with a temporary upgrade assignment, does not in itself qualify the employee for temporary upgrading; therefore, travel time shall be paid at the employee's base rate, not at a temporary upgrade rate. Permissible exceptions are temporary upgrades to working supervisory type classifications, etc., which involve performing productive type work duties of the higher classification during travel time. As such, travel is incidental to the work being performed by the employee during the travel period. Under such circumstances, the employee shall be paid that portion of the travel time during which the employee discharged the productive type work duties of the higher classification. In no event shall traveling in itself be construed to be the assumption of the duties of a higher classification.

Section 6. Pay and Status for Provisional Employees

- (A) An employee hired to fulfill a provisional assignment shall be paid at the rate established for the classification in which the employee shall work.
- (B) Such employees shall become a regular employee before any seniority is established. Such employees must submit bids for regular jobs in his/her classification and are strongly encouraged to bid on jobs in other classifications in accordance with Article V, Section 1, at any time after the employee's original hire date. (The six (6) month in classification requirements for bidding shall not apply to provisional employees bidding on Apprenticeship positions.)
- (C) Provisional employees shall accrue no seniority. Department seniority for provisional employees will be credited to them from their last hire date at the time they receive a regular job, if that job is in the same department. If hired into another department, the departmental seniority starts at the time the bid is awarded.
- (D) Provisional employees are eligible for limited health and holiday benefits as well as those benefits required by law.

Section 7. Pay and Status for Temporary Employees

- (A) An employee hired for temporary employment such as seasonal and/or special assignments shall be designated "temporary employee" and shall be paid at the rate established for the classification in which the employee shall work.
- (B) Such employee shall serve two hundred seventy (270) calendar days before any seniority and benefits are established except to the extent required by law. Such employee may submit bids for regular classifications in accordance with Article V, Section 1, at any time after the original date of hire. At the beginning of the two hundred seventy-first (271st) day of employment, seniority and benefits shall be reinstated to the original date of hire.
- (C) Temporary employees shall accrue no seniority or benefits. However, upon change to regular status, through bidding or after serving nine (9) months as a temporary employee, seniority and benefits, except group and hospitalization insurance, shall be effective as of the original date of employment. Insurance benefits shall become effective after enrollment as a regular employee and payment of the first monthly insurance premium.
- (D) A regular employee may bid and be accepted on a temporary assignment without loss of benefits, provided the employee's regular job is filled by a temporary assignment or unless such bid is to prevent the regular employee from being laid off.

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f**Section 8. Holiday Pay**

- (A) On those holidays specifically enumerated in Article IV, Section 1, all employees, except as herein otherwise provided, shall be given the day off from work and paid holiday allowance of eight (8) hours pay at their regular straight time hourly rates.
- (B) Shiftmen, and those employees on non-continuous multi-shift work may, by the decision of the supervisor and with forty (40) hours notice, be given the day off if the holiday falls on one of their regularly scheduled days to work or another day off in lieu thereof if the holiday falls on the sixth (6th) or seventh (7th) day of their work week; if they are required to work they shall be paid the holiday allowance in addition to the pay they receive for the hours actually worked during that week. If given less than forty (40) hours notice, the employee shall have the option of working the regularly scheduled shift or taking the holiday off.
- (C) All employees required to work on a holiday shall be paid two (2) times BHR for the hours actually worked in addition to the holiday allowance, except as otherwise mutually agreed to in writing.
- (D) In order to qualify for holiday pay allowance, except as hereinafter provided, every employee shall have worked a minimum of thirty-two (32) regular time hours in the work week in which one (1) paid holiday shall occur, or twenty-four (24) hours in a work week in which two (2) paid holidays shall occur, unless excused from work by the District as a result of earned sick leave, earned vacation, unfavorable weather conditions

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or excused leaves of absence. Holidays shall be paid for the first six (6) months of excused leave. **Provisional employees shall receive pay for fixed holidays even in the event they are ill, on excused leave, or vacation during the week of the holiday.**

- (E) Exchange of holidays shall be restricted to crews working out-of-town on a holiday which falls in the middle of the week, at the straight-time rate, in exchange of another day off and shall be by mutual agreement. Mutual agreement for this clause implies written consent of the majority of the employees involved; shop steward, department superintendent and department manager.

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**ARTICLE IV
EMPLOYEES' BENEFITS AND PAID EXPENSES**

Section 1. Holidays

(A) The following days shall be recognized as holidays under the terms of this Agreement:

New Year's Day

* Martin Luther King Jr's Birthday,
third Monday in January

* Washington's Birthday, third Monday in February

Memorial Day, last Monday in May

July Fourth

Labor Day, first Monday in September

* Veteran's Day, November 11 of each year

Thanksgiving Day, recognized national holiday

Thanksgiving Friday, Friday
following Thanksgiving

Christmas Eve

Christmas Day

(B) * The above three (3) holidays preceded by asterisks shall be considered "flexible holidays" and shall be treated for administrative purposes as vacation days, i.e., rules for use and accrual of vacation under Article IV, Section 2, shall apply.

(C) The District shall select Friday if the holiday falls on Saturday and Monday if the holiday falls on Sunday or elect to pay the holiday allowance in lieu of a day off by giving ten (10) days notice of the alternate selection. If Friday is already a holiday, then the Saturday holiday shall be taken on Thursday. Likewise, if Monday is already a holiday then the Sunday holiday shall be taken on Tuesday. These provisions do not apply to employees on work of a continuous nature or multi-shift work as defined in Article II, Section 6(B) who shall recognize the holidays as shown above as they fall.

(D) Holiday allowance eligibility for regular part-time, temporary and variable employees shall be as follows:

(1) Regular part-time employees (as defined in Article II, Section 3(B)) shall be eligible for paid holiday allowance based on the number of hours worked per week. An employee working twenty (20) but less than thirty (30) regular hours per week shall be entitled to four (4) hours of paid holiday allowance; an employee working thirty (30) but less than forty (40) hours per week shall be entitled to six (6) hours of paid holiday allowance. In the event an employee is working less than twenty (20) regular hours per week, no paid holiday allowance shall be allowed. If the regular part-time employee is required to work on the day recognized as a holiday, the employee shall receive the appropriate rate of pay for time worked on the recognized holiday, just as a regular full-time employee working the same schedule would receive.

- (2) **Provisional employees [as defined in Article II, Section 3 (C)] are eligible to receive holiday pay for all fixed holidays. After one year, three (3) accrued floating holidays (24hours) can be used with pay.**
- (3) Temporary employees [as defined in Article II, Section 3(C)] are not eligible to receive paid holiday allowance. If the temporary employee is required to work on the day recognized as a holiday, the employee shall be paid two (2) times BHR for the hours actually worked.
- (4) Variable employees [as defined in Article II, Section 3(D)] are not eligible to receive paid holiday allowance. If the variable employee is required to work on the day recognized as a holiday, the employee shall be paid two (2) times BHR for the hours actually worked.

Section 2. Vacations

(A) Each employee, except those classified as regular part-time, temporary and variable, as covered in paragraph (B) who shall have been regularly employed by the Project for six (6) months or more shall be given a vacation with pay equal to their regular classification rate of pay for each period of continuous employment with the District in accordance with the following schedule:

After completion of 6 months	40 hrs.	5 days'
After 6 months to completion of 5 years	80 hrs.	10 days

After 5 years to completion of 13 years	120 hrs	15 days
After 13 years to completion of 22 years	160 hrs.	20 days
After 22 years to completion of 27 years	200 hrs.	25 day
Over 27 years	240 hrs.	30 days

* Note: The word day means an eight (8) hour day.

(B) Paid vacation eligibility for regular part-time, temporary and variable employees shall be as follows:

- (1) Regular part-time employees [as defined in Article II, Section 3(B)] after working one thousand forty (1040) regular time hours shall be given a vacation with pay equal to their regular classification rate of pay for each period of continuous employment in accordance with the above schedule, except that the number of vacation hours earned per pay period shall be determined by dividing the number of straight time hours worked by 80. Depending upon the employee's length of service, the percentage derived above shall be applied to the full-time vacation accrual rate to determine the actual number of vacation hours per pay period.
- (2) **Provisional employees [as defined in Article II, Section 3 (C)] are not eligible to receive paid vacation. Upon becoming a regular employee they shall be credited with their accrued vacation not to exceed one (1) years accrual.**

- (3) Temporary Employees—[as defined in Article II, Section 3(C)] are not eligible to receive paid vacation.
- (4) Variable Employees—[as defined in Article II, Section 3(D)] are not eligible to receive paid vacation. A variable employee, however, who bids [bidding restrictions, Article V, Section 1(B)] and is accepted in a regular full-time classification shall have all regular time hours worked as a variable employee credited to earned vacation on the basis of dividing total regular time hours worked by one hundred seventy-three and three tenths (173.3) hours to determine the number of months for vacation eligibility.
- (C) *After becoming eligible for paid vacation an employee may request accrued and allocated vacation time, provided however, that in the event one (1) day's vacation is requested a minimum of one (1) week's advance notice shall be required, and the employee shall be notified on the second (2nd) day after such request whether the same is approved or denied. In the event two (2) days or more vacation is requested, a minimum of two (2) weeks advance notice shall be required, and the employee shall be notified within seven (7) days thereafter whether the same is approved or denied. The Project reserves the right to cancel or postpone vacations to meet operational requirements. Any used vacation time that was allocated but not earned will be withheld from a terminating employee's final paycheck.*

- (D) An employee, at his/her option, may request pay in advance with the employee's vacation application if the vacation time is accrued. The request for advance vacation pay shall require the same notice provisions carried in Article IV, Section 2(C).
- (E) All vacation time, except as provided in paragraph (F) below, shall be used not later than the close of the second (2nd) calendar year succeeding the calendar year in which such vacation time is earned, unless otherwise authorized by the District.
- (F) No vacation postponed or canceled pursuant to paragraph (C) above shall be forfeited and, except by mutual agreement, such vacation must be used within the next calendar year.
- (G) When it is necessary to cancel a vacation approved under notice requirements listed in Article IV, Section 2, the Project shall reimburse the employee for any reasonable loss incurred as the result of vacation cancellation, such as pre-paid lodging, provided the loss is reported at the time of vacation cancellation.
- (H) In the event of an extreme emergency, by mutual agreement, the District may pay an employee for any vacation time accrued in lieu thereof.
- (I) Employees regularly assigned to work rotating shifts of ten (10) consecutive work days followed by four (4) consecutive days off may request vacation pay for the first (1st) scheduled day off when a schedule change would result in only nine (9) days' pay during a pay period.

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Section 3. Vacation for Terminating Employees

An employee leaving the employ of the Project for any reason shall be paid accrued vacation pay allowance.

Section 4. Sick Leave

(A) Each employee, except those classified as regular part-time, temporary and variable, as covered in paragraph (B), who shall have been regularly employed for six (6) months, shall be eligible for six (6) work days approved sick leave with pay at their regular classification rate. Each employee who shall have been regularly employed for twelve (12) months shall be eligible for twelve (12) work days approved sick leave with pay at their regular classification rate and shall be eligible for a like amount of sick leave for each full year of employment thereafter.

(B) Paid sick leave eligibility for regular part-time, temporary and variable employees shall be as follows:

(1) Regular part-time employees shall earn sick leave each pay period based upon the actual number of straight time hours worked divided by 80. The percentage derived above shall be applied to the sick leave accrual rate to determine the actual number of sick leave hours earned per pay period. Part-time employees become eligible to utilize accrued sick leave upon the completion of 1040 hours of continuous employment.

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(2) Provisional employees—defined in Article II, Section 3 (C)] are not eligible to receive paid sick leave. Upon becoming a Regular employee they shall be credited with their accrued sick leave not to exceed one (1) year's accrual. After one year, two (2) accrued personal business days (16 hours) per year can be used with pay.

(3) Temporary Employees—are not eligible to receive paid sick leave.

(4) Variable Employees—are not eligible to receive paid sick leave, except however, should such employee be accepted in a regular full-time classification, all regular time hours as a Variable Employee shall be credited to earned sick leave on the basis of dividing regular time hours worked by one hundred seventy-three and three tenths (173.3) hours to determine the number of months for sick leave eligibility.

(C) To be credited with sick leave, an employee, regardless of the shift worked, must see that notification is given to their supervisor prior to the beginning of their regular shift on each day of their absence from work because of illness. Any deviation from this rule must be justified to the supervisor. If for any reason an employee is required to obtain a certificate from a doctor, the Project shall reimburse the employee any normal expense incurred in its procurement.

(D) An employee returning to work, after an illness necessitating the care of a doctor (when the nature of the illness is such that risk to the

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employee or fellow employees may be incurred by the employee resuming his/her duties) shall furnish a doctor's statement that he/she is physically employable, and the date the employee is able to return to their regular duties. Without said statement, the supervisor may deny the employee's return to work until a statement is provided.

- (E) Employees may use up to their total sick leave accrued for the care of family members. Family members include employee's children, spouse, parents or any relative living with them. To be credited with sick leave, an employee, regardless of the shift worked, must see that notification is given to their supervisor prior to the beginning of their regular shift on each day of their absence from work because of illness. Any deviation from this rule must be justified to the supervisor.
- (F) Upon completion of one (1) year of service, employees may use up to twenty-four (24) hours of sick leave for personal business providing:
 - (1) The employee schedules the time off at least one (1) day in advance,
 - (2) The District approves based on workload requirements and the District's assessment of the employee's needs.
 - (3) Personal business hours may not be accumulated from one year to another.

NOTE: Employees are not required to provide the District with reasons for Personal Business Leave, however, failure to do so shall necessitate that the District act solely on the information at its disposal.

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- (G) Unused sick leave shall be accumulated from year to year up to a maximum of ninety (90) days, at the close of any calendar year to be used only for time off due to employee's illness, except however, that in case of a death in the employee's immediate family, including father and mother of spouse, up to a maximum of five (5) days shall be granted and may be chargeable to sick leave.
- (H) After an employee accumulates the maximum of seven hundred twenty (720) sick leave hours, (ninety (90), eight (8) hour days) unused sick leave subject to forfeiture because of maximum accumulation shall be converted to cash on a fifty percent (50%) basis except upon termination, discharge or retirement. The period of accumulation for the purpose of determining eligibility for conversion to cash shall be from January 1 through December 31 of each year.
- (I) An employee meeting pension eligibility requirements may apply in writing on a form prescribed by Human Resources Services Department for retirement between sixty (60) to ninety (90) days in advance of the anticipated retirement date and shall subsequently receive payment of one hundred percent (100%) of earned and unused sick leave accumulated to the employee's date of retirement.
- (J) If an employee dies, the Company shall pay all unused and accrued sick leave compensation to the employee's spouse, if married, otherwise to the employee's estate.

(K) Hydro System employees living at dam sites and CGS employees may use sick leave only for the transportation of dependents residing with them in such cases where the nature of the illness requires out-of-town travel for necessary medical treatment. Upon the prior express approval of the employee's supervisor, vacation or personal business may be used in conjunction with the allowed transportation time for treatment, waiting, testing or overnight stays.

Section 5. Leaves of Absence

(A) The District may, at its discretion, grant leaves of absence without pay for a period not to exceed one (1) year. After completing six (6) months leave in any one (1) year, an employee shall not accumulate any additional sick leave, vacation, or seniority rights but shall retain any seniority rights accumulated up to that time during the balance of the employee's leave. Union representatives may be granted excused leaves of absence without pay when grievances, labor-management meetings, labor-negotiations, or Union conventions require absence from their jobs instead of using accumulated vacation time.

(B) An employee on a leave of absence in excess of six (6) months for any reason other than industrial accidents occurring while in the employ of the District shall make arrangements with the District to pay in advance any premium costs necessary on group insurance and hospitalization.

(C) Under the following conditions, no leaves of absence shall be allowed:

(1) To seek employment

(2) To be employed elsewhere

(D) Upon becoming available to return to work after a leave of absence in excess of six (6) months for any reason other than industrial injury the employee shall be reassigned to his/her former position providing the position has not been filled with a regular assignment. In the event the position is so filled, the employee returning from leave of absence shall be placed in a position of like, or similar work, if a vacancy exists for which the employee is qualified; provided however, if no such vacancy exists, the employee shall be granted an additional sixty (60) days leave of absence during which time bidding privileges may be exercised.

(E) Position vacancies created due to illness or an off-the-job accident to employees shall be posted as temporary and filled on a temporary basis for a period of up to six (6) months. Such employees returning to work during this period shall be reassigned to their former classification providing they are capable of performing the duties of their former classification. In the event the employee is not able to return to work within the six (6) month period or is unable to perform the duties of the former classification, the position shall be bid as a regular vacancy. In such case, the employee returning from leave due to off-the-job accident or illness shall be granted an additional sixty (60) days leave of absence to exercise bidding

privileges. Any make-up pay due the injured employee shall at all times be calculated on the basis of the rate of pay in effect on the date of leave.

- (F) During the period an employee receives *Worker's Compensation*, the employee shall not accumulate sick leave or vacation time after thirty (30) days but seniority shall continue to accumulate through the period of disability.
- (G) Industrial cases shall be considered on leave for a period not to exceed one (1) year or until status changes by ruling of the Industrial Commission, provided, that the employee shall be entitled to use sick leave where no compensation is paid to the employee for the first (1st) week of injury.
- (H) When a regular employee is being paid *Worker's Compensation*, the employee shall be paid an amount equal to **eighty percent (80%) of the employee's gross straight time base earnings**. Such additional payment shall not be charged against sick leave and shall continue to be reduced by payments under SRP's Group Long Term Disability Insurance and/or Social Security or applicable taxes.
- (I) When an employee has been absent for two (2) working days and cannot justify cause of absence, the District may terminate said employee.

Section 6. Commercial Driver's Licenses

Each employee who is employed by the District for the principal purpose of driving a motor vehicle shall be reimbursed up to a maximum of twenty-five dollars (\$25) of the cost of a commercial driver's license (CDL)

obtained by such employee at the request of the District. In case of necessity, and with proper advance application to supervision, employees shall be allowed one (1) hour prior to the end of their shift to renew an expiring commercial driver's license or driver's license, if required in their job classification.

Section 7. Benefits

Nothing in this Agreement shall be construed as cause for the District to abrogate or reduce the scope of benefits, to the employees, existing at the time of the adoption of this Agreement. Such benefits include: health care benefits (Dental, Hearing Aid, Medical, Mental, Vision), 401(k) Plan, Life Insurance, LTD & STD, Pension Plan, Tuition Reimbursement and other negotiated benefits. Changes in employee benefit carriers shall be reviewed with the Union prior to inception.

Section 8. Furnished Tools and Equipment

- (A) The Project shall furnish tradesmen and their helpers all tools necessary to do the class of work previously done by these tradesmen and which cannot be done with their regular tools. The Project shall pay the cost of replacing safety straps (not body belts) and gaffs when replacement is required.
- (B) All employees required to work outside in rainy weather shall be furnished raincoats, rubber boots and hats.
- (C) Employees required to work in areas and under conditions that are destructive of clothing shall be furnished on-the-job protective or substitute clothing at District expense.

- (D) Employees furnished tools, equipment, safety devices, foul weather gear or clothing in accordance with (A), (B) and (C) above shall be held responsible for its care. In the event such tools, equipment, devices, gear or clothing are lost or destroyed due to negligence of the employee, the employee shall be required to pay for same and deductions therefore may be made from the employee's pay. Nothing herein shall be construed to mean that the employee shall be charged for such tools, equipment, devices, gear or clothing damaged, broken or worn out in the performance of the employee's duties.
- (E) If an employee wishes to purchase tools necessary to perform the employee's regular duties, the Project shall assist the employee to secure the tools at a discount. The District may permit the employee to purchase these tools through the tool room(s) by payment of a certified check or money order and/or it may make arrangements for the employee to purchase the tools directly from a supplier outside the Project.
- (F) The District shall furnish gloves required by field personnel as replacement for gloves worn out in the performance of duties and returned.

Section 9. Travel Expense

- (A) Employees being dispatched from established headquarters to temporary headquarters shall be paid the regular rate for time consumed in traveling and transportation shall be furnished by the District.

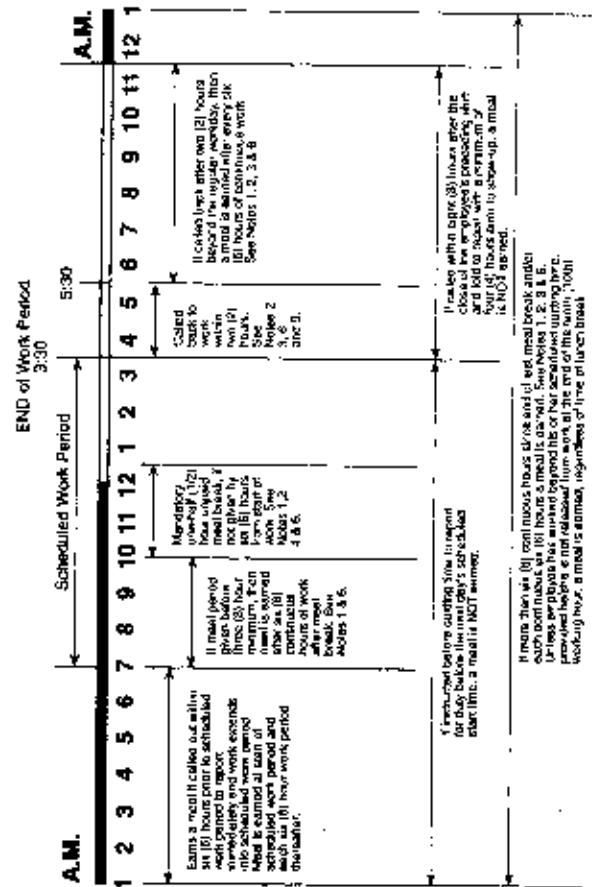
- (B) In the event that an employee is assigned to a temporary headquarters and it is mutually advantageous for the employee to report directly to such temporary headquarters and/or work location, the department head may, at his/her option, permit the employee to use personal transportation to travel to and from home and such temporary headquarters and/or work locations. Mileage shall be paid for the total miles driven as the result of such work assignment which are over and above that which the employee normally drives to and from established headquarters and home. Additional time consumed in such travel shall be paid at the rate of time and one-half (1½). In cases where the temporary headquarters assignments result in less mileage and travel time for the employee, no mileage expense, zone rate or travel time shall be paid.
- (C) Any employee who is authorized to use a personal vehicle on District business shall be paid for the total number of miles driven in the vehicle for such use. The rate paid shall be the allowable IRS maximum.
- (D) The District may require employees to use zone rates. Zone rates shall be the following:

Zone 1	0 to 14.9 Miles	\$ 7.50/day
Zone 2	15 to 29.9 Miles	\$ 12.50/day
Zone 3	30 to 44.9 Miles	\$ 42.00/day
Zone 4	45 to 59.9 Miles	\$ 57.00/day
Zone 5	60 to 74.9 Miles	\$ 71.50/day
Zone 6	75 Miles and above	\$100.00/day

- (E) If, in order to reach the job site, an employee must travel in a further zone than where the job site is located (the District to pre-approve the route) the rate for that day shall be the rate of the higher zone. In all other cases the distance shall be the radial mile distance to the job site from the employee's regular headquarters except for hydro system work where the appropriate zone rate shall be the actual road miles to the job site from an employee's headquarters.
- (F) The zone rate in zones 3 and above shall be in lieu of all meal allowances. The zone rate for all zones shall be in lieu of all travel time and per diem. All missed meal breaks will be paid as outlined in Article IV, Section 10 (A) "meals" for all zones. Working on zone over 90 miles shall be by mutual agreement.

Section 10. Meal and Lodging Expense

(A)



NOTE 1 The intent of the meal provision is to provide food for employees at the expense of the District to those who meet the requirements above. The fundamental concept is that people eat meals three (3) times a day and at approximately six (6) hour intervals. The conditions outlined herein are based on this fundamental six (6) hour interval.

NOTE 2

An extra one-half (1/2) X BHR is paid for the first missed meal only. The furnishing or offer of a single reasonably priced meal or refund of that meal, shall result in the forfeiture of the extra one-half (1/2) X BHR (for a missed meal) and satisfies the District's obligation. The employee, however, may choose to be paid the amount of the establishment dinner meal rate for each missed meal or the employee may elect to eat a reasonably priced meal as per Note 7. Meals are paid through the payroll system or by debit. If meal is paid by debit it must be reported to Payroll to comply with Federal requirements.

Other than the mid-shift meal, meal time is limited to actual time required to clean up, travel (if applicable) and eat.

This item does not apply to shift/war.

If required to resume work following a meal break other than mid-shift meal, meal time shall be considered time worked and paid at the appropriate rate. If an employee is released following a meal break, the meal time shall not be paid as time worked.

The first time an employee is denied an earned meal the employee shall be paid a premium of one-half (1/2) of base hourly rate from the time the meal is earned until the employee is relieved, a meal is furnished or an offered meal is declined.

If an earned meal has been denied, an employee may elect one of the following options when released from work.

- (a) Be paid the amount of a reasonably priced "dinner" rate of \$15.
- (b) Accept a \$16 debit to be used to purchase a reasonably priced meal at the restaurant of the employee's choice.

A furnished meal is defined to consist of sanitarily prepared, wholesome food supplied in adequate quantity, taking into consideration any employee medical problem. Meals may be furnished in any of the following manners:

- (a) Prepared and eaten in a restaurant or established mess hall.
- (b) Prepared in a restaurant or mess hall or by a commercial caterer and transported to the job site.
- (c) Meal prepared at employee's home by mutual agreement with employee and reimbursed by the Project.
- (d) Approved facilities provided for by the District.
- (e) For an earned mid-shift meal, a "brown bag" meal consisting of sandwiches, grapes and so forth, prepared in a restaurant or mess hall or by a commercial caterer, and carried to or transported by the Company to the job site.
- (f) All other meals shall be heated meals.

NOTE 9

Have been called back to work within two (2) hours after the end of the employee's normal work period and is working into overtime receiving call-out pay at the end of the tenth (10th) hour from scheduled starting time, a meal will be allowed. Meal periods shall be adjusted to six (6) hours after the end of the employee's last meal break and each continuous six (6) hour work period thereafter.

If an employee on shift work is called out to perform emergency work as defined in Article II, Section 16(E) with less than two (2) hours' notice, the employee shall be furnished a meal after six (6) hours or receive two (2) times BHR for remaining hours worked and a meal allowance. If more than two (2) hours' notice is given, the employee shall bring his/her own meal, and a meal allowance shall be given for the meal by the District. The employee shall not qualify for the requirements under Article IV, Section 10.

NOTE 10

The above chart and notes are intended to be an accurate reflection of the meal clauses in the 1992 contract with additions retroactive to that time.

NOTE 11

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ARTICLE IV - 10

- (B) Should an employee be required to be away from established headquarters for more than one (1) day on District business, the District shall pay the actual costs of all meals beginning with the noon meal of the first (1st) day until after the noon meal on the date of return. Meal costs must be substantiated by presentation of an itemized receipt.
- (C) When it becomes necessary beginning with the noon meal of the first (1st) day at temporary headquarters to go elsewhere to obtain meals, the employee, after work hours and when no emergency exists, shall be paid at the overtime rate for all time spent in travel to and from the meal location, except the time actually eating. Eating time shall be paid only if employees are required to resume work upon return to temporary headquarters.
- (D) The District shall pay for actual lodging expenses with one (1) employee per room in public facilities.
- (E) There shall be no mixing of actual or per diem during any one (1) week period (Monday through Sunday) unless the temporary headquarters change during that week. An employee who qualifies for (B) above shall have the following options, except where facilities have been provided for by the District:
 - (1) Per Diem—A per diem of fifty dollars (\$50) per day shall be paid to the employee in lieu of meals and lodging being provided for by the District.

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- (2) When lodging is provided for by the District, the employee shall be paid an amount not to exceed twenty-six dollars (\$26) per day and the employee shall provide his/her own meals.
- (3) When utilizing per diem, the employee shall be granted five dollars (\$5) for breakfast, six dollars (\$6) for lunch, and fifteen dollars (\$15) for dinner.

Section 11. Expenses at Established Headquarters

The District may hire an employee for any established headquarters, and under such circumstances, there shall be no allowance for free board and lodging as provided herein.

Section 12. Voluntary Training

- (A) Training as agreed to by both the District and employees is a mutually beneficial objective. Training assures the Project of its continued ability to serve its customers with highly skilled manpower, familiar with the latest technological developments, while at the same time strengthening or improving the employees value to the Project.
- (B) To this end, it is agreed that:
 - (1) Training, which involves out-of-town and/or out-of-state travel, away from Project facilities, shall be compensated for at eight (8) hours straight-time pay per day (Monday through Friday), plus expenses.

- (2) Training at out-of-town Project facilities, but not at an employee's assigned headquarters, shall be performed under the terms of the Collective Bargaining Agreement.
- (3) Employees being trained at in-town Project facilities which are not their assigned headquarters, shall travel on their own time to and from work and time and mileage provisions of the Contract shall not apply.
- (4) For in-town non-SRP training (at or through a vendor) an employee shall be paid straight eight (8) hours pay, but shall travel on his/her own time without pay, mileage or meal reimbursement. Facilities which are not their assigned headquarters, will travel on their own time to and from work and time and mileage provisions of the Contract will not apply.
- (5) Employee requested training for upward mobility or job skill enhancement shall not be compensated for by the Company.
- (6) Apprentices are exempt from this bargaining table agreement and shall be compensated for as in the past.

Section 13. Mandatory Training

Training after regular working hours shall be compensated under the terms of the Collective Bargaining Agreement provided the District requires that the employee attend such training.

**ARTICLE V
PROMOTION, BIDDING AND
POSTING OF VACANCIES**

Section 1. Promotion and Bidding

- (A) Bidding and promotions shall be on the basis of qualifications, ability and seniority. Qualifications and ability of the bidders being substantially equal, seniority shall prevail. Whenever the senior bidder is not selected to fill a position, the approval of the department head shall be obtained before the decision on selection is announced.
- (B) When a vacancy occurs or a new position or employment is created, except in those cases where a position is reevaluated into a lower or higher labor grade and is currently filled, or promotion from a lower to a higher grade or classification is made possible in any department, notice of such vacancy, new position, employment or promotion shall be posted by the District for a period of not less than five (5) working days, during which time written bids may be submitted by employees in the department concerned as well as employees of all other departments of the Project, provided however, that the need to fill such vacancy, new position or employment shall be determined by the District. Departmental bidders normally shall be given prior consideration. Departmental/District-wide or Project-wide bidders shall be considered in accordance with the above procedures, provided they have served six (6) months in their current job classification and provided further that the supervisor of the section in which the vacancy exists may waive the six (6) months classification

ARTICLE V - 1

service requirement for a bidder when the vacancy is a job which is the normal progression from the job the bidder currently holds or when no bids are received from qualified applicants. Work assignments for all employees in each classification are outlined in the approved job description in effect.

- (C) Notification of bidders and appointments shall be made from such bidders possessing adequate qualifications within forty-five (45) days following the closing date of bid notice. In the event of failure of the employees of the Project who possess adequate qualifications to submit any bid, the District shall make such appointments from non-employees of the Project; provided however, that if such appointments are not made within a period of ninety (90) days, the bid shall be considered closed and a new bid notice shall be required.
- (D) An employee's qualifications obtained while on temporary assignment shall not give him/her preference over an employee with more departmental seniority.
- (E) If, in bidding promotions and temporary assignments, the question arises as to qualifications and ability in a choice between an employee with more seniority and one with less seniority, the District's judgment as to which employee has the greater qualifications and ability shall control.
- (F) In cases of sickness or industrial accidents, and the job classification is unassigned, a temporary bid notice may be posted with the understanding

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that when the sick or injured employee returns to work, the temporary bidder shall revert to his/her previous classification.

- (G) Should any eligible employee be prevented from submitting a bid through illness, vacation or other excusable cause at the time such bids are called for, a bid may be submitted for such employee by the Shop Steward or other person. Failure of an eligible employee to submit a bid shall not impair seniority rating or right to future bidding.
- (H) When employees bid on other jobs in their classification within their department where only a change in location or shift is involved and no break-in is required, the senior bidder shall be selected. Work assignments for all employees in each classification are outlined in the approved job descriptions in effect. If a break-in is required or when a change in classification is involved, the vacancy shall be filled in accordance with Article V, Section 1(A).
- (I) The selection of a Graduate Apprentice to fill a Journeyman vacancy shall be made by grouping the Graduate Apprentices into time periods of graduation. All those with the oldest graduation date shall be considered equal and selection shall be made out of that graduating class based on departmental seniority.
- (J) **A regular employee may not bid on provisional jobs except to prevent a regular employee from being laid off.**
- (K) When vacancies for a Journeyman occur in any trade, Graduate Apprentices on the hold rate and

in such trade shall bid on openings which develop as a result of the normal bidding procedure. Failure of the Graduate Apprentice to bid or accept such vacancies shall result in reclassification as a Tradeshelper. Appointments to fill the vacancies shall be made on the basis of seniority. However, Apprentices at NGS and CGS will not be required to bid on vacancies outside of their respective locations, nor will Valley apprentices be required to bid on vacancies at NGS, CGS or Hydro sites.

- (L) Employees shall not be rejected on a bid for the sole reason of distance from work headquarters.
- (M) The use of a temporary occupational rate shall be limited to the job assignments which are not anticipated to continue on a regular or sustained basis for more than ninety (90) calendar days. Assignments requiring an occupational rate in excess of ninety (90) calendar days shall be posted as "temporary" and handled in accordance with the principles of bidding outlined in Article V. The term "temporary assignment" is defined as job assignments not processed through the bidding procedure.

Section 2. Break-in Period

In the event that any employee is transferred to any position in which there is no previous experience, the employee shall normally be given a thirty (30) day break-in period, which in no event shall exceed sixty (60) continuous work days, under the direction of an employee experienced in such a position, and during such break-in period the employee shall receive no increase in pay.

Section 3. Posting of Vacancies

A single bid notice shall be posted for each "classification" vacancy. The period of posting shall be for five (5) working days during which time regular bids shall be received from departmental as well as Project-wide employees. Position vacancies which normally result only in a change in shift or location shall be made known to all department employees by appropriate notices on bulletin boards for three (3) work days. Interested employees shall notify the supervisor involved. If the position is awarded to an in-classification (as outlined in the job description) employee, the senior in-classification employee shall get the opening. Any opening to be filled by other than an in-classification employee or any opening for which the award of the position to an in-classification employee is contested by another departmental applicant shall be filled in accordance with Article V, Section 1. For the convenience of the District, temporary assignments may be made for a period of forty-five (45) days until the bids are received and regular assignments are made.

Section 4. Employee Development/Appraisals

- (A) Employees shall receive copies of the employee development/appraisals which are conducted annually after the first full year of employment. In the first year of employment, appraisals shall be conducted at the completion of three (3) and five (5) months' service.
- (B) In addition to their annual employee development/appraisals, the employee's development/appraisal shall be brought current upon receiving a bid changing classification or work location.

(C) If an employee disagrees with their employee development/appraisal, the employee may file a written statement enumerating the areas of disagreement(s) and elaborate on the basis of the disagreement(s). This statement shall be attached to the employee development/appraisal to which it relates. Employee development/appraisals are not grievable under the terms and conditions of this Agreement.

ARTICLE VI SENIORITY

Section 1. Principles of Seniority

- (A) The basic principle of departmental seniority is herein recognized. Department is intended to mean the individual organizations reporting to the General Manager's staff. Large, remote organizations, such as Coronado Generating Station, are exceptions, and will be considered departments. Examples of such departments are: Coronado Generating Station, Operations Support Services, Customer Services, Power Generation, Electric Systems Design and Construction, and Electric System Operations and Maintenance.
- (B) Each employee, except one on a temporary status (see Article III, Section 6) shall have a separate seniority standing in the department in which the employee is working. Departmental seniority shall equal the continuous length of service in that department.
- (C) Any employee promoted to a salaried position by the District prior to January 1, 1995, shall not lose department or District seniority and shall continue to accumulate departmental seniority up to a maximum of 7 years additional seniority or the amount of seniority accumulated as of January 1, 1995, whichever is greater, and maintain bidding privileges while holding a salaried position. Any employee promoted to a salaried position by the District after January 1, 1995, shall continue to accumulate departmental seniority and maintain bidding privileges while holding a salaried position.

in the department up to a maximum of 7 years additional seniority. Employees bidding to salaried jobs in other departments after January 1, 1995 shall retain but not accumulate any additional seniority.

Section 2. Probationary Period

- (A) No seniority shall accrue to an employee until he/she has worked for the District for six (6) months, but after serving such probationary period, seniority shall be computed from the date on which the employee was hired (except temporary employees covered by Article III, Section 6). During this period, however, the employee shall have bidding privileges. The retention of employees during the probationary period is at the sole discretion of the District and the termination of such employees shall not be subject to review through the grievance procedure. See Article II, Section 2.
- (B) The six (6) month probationary period will be waived if the employee has worked as a provisional employee for at least six months and they receive a regular job in the same department and classification. If hired into another department or classification, the probationary time starts at the time the regular bid is awarded.
- (C) The probationary period for temporary employees begins at the time the employee is accepted on a regular bid.

Section 3. Seniority for Variable Employees

Variable employees shall accrue seniority for bidding purposes after having completed one thousand forty (1,040) hours of work or twelve (12) months from date of employment, whichever occurs first.

Section 4. Effect of Transfer on Seniority

- (A) For all regular employees of the District, Company seniority is all continuous service with the District.
- (B) Any employee transferring from the Association to the District shall not lose his/her accumulation of Association seniority, vacation or sick leave.
- (C) Those employees involuntarily transferred from the Association to the District or from one department to another either as a result of reorganization or for the convenience of the Project shall not lose any seniority. Years of service in the Association shall be treated as service in the District and departmental seniority in their former department is retained for a period of twenty-four (24) months following the date of transfer for the purpose of bidding and apprenticeship. The Union shall be notified of all organizational changes and such changes shall be discussed with the Union before they are announced.

Section 5. Seniority Exceptions

- (A) Any employee elected or appointed [a maximum of four (4)] to office in the Union which requires a part or all of his/her time shall not lose department or District seniority, and shall continue to accrue seniority in the last department in which he/she

was employed by the District, as well as District seniority, while holding said office in the Union.

- (B) When an employee has been placed on a special assignment, mutually agreed to by the District and the employee concerned, the employee shall not lose department or District seniority and shall continue to accumulate seniority in the last department to which the employee was assigned.

Section 6. Loss of Seniority Status

Employees shall lose their seniority status under the following circumstances:

- (A) When an employee quits or is discharged for cause.
- (B) When an employee is laid off for more than thirteen (13) months.
- (C) When an employee violates Article IV, Section 5(C), Excused Leaves of Absence, and is discharged.
- (D) When an employee fails, except for conditions beyond the employee's control, to return to work after a layoff within ten (10) days from the date of mailing notice by the District to the employee at the last known address as shown by the records of the District. a copy of said notice shall be mailed simultaneously to the Union.

ARTICLE VII LAYOFFS, TERMINATIONS, POSITIVE DISCIPLINE AND DISCHARGES

Section 1. Layoffs

- (A) Layoffs shall apply to regular employees only after all temporaries in that same job classification, location and department have been terminated. Layoffs would result from lack of work, curtailment of funds, or reduction of force due to changes in operations or reorganizations. Written notification shall be given to each employee affected fourteen (14) calendar days prior to the effective date of layoff. Seniority shall not be accumulated during layoff.
- (B) When layoffs in any department or departments are necessitated or deemed advisable, such layoffs shall be made in accordance with the following procedure:
- (1) Select employees in each classification to be transferred, demoted, or laid off, giving proper regard to departmental seniority and qualifications.
 - (2) The employment record of each employee so selected shall be examined to determine whether or not the employee can qualify for an equal job (temporary or regular) in another division or a job in the next lower grade, and whether or not the employee wishes to be transferred or demoted to such a job for which he/she might qualify. In order to qualify, the employee must have greater departmental seniority than the least senior

person in the other job, must be physically qualified to perform the duties and must have experience in the other classification gained in the employment of the District or the Association.

- (3) Employees who are given alternatives of accepting transfer or downgrading as outlined in item (2) above shall be required to make their decision as to such transfer or downgrading within two (2) working days from the date on which they are notified. If the employee accepts, such transfer or downgrading shall become effective as soon as practicable after notice is given but in no event longer than one (1) week after initial notice.
- (4) When exercising bumping rights, an employee normally shall bump into positions in the reverse order in which the employee held them. In other words, the employee shall first exercise bumping rights into the last position held prior to the position presently held. Journeymen may bump into positions below them in their departmental job family (as defined by the District) even though they have not held those positions at the Project, provided that they have had the necessary Apprenticeship training even though it may not have been while with Salt River Project, and that they have greater departmental seniority than the incumbent in that position.

- (5) Each individual transferred, demoted, or bumped according to the procedure outlined in the steps above, shall receive the pay for the classification into which he/she is moved, provided, however, that where an employee is assigned or accepted in a classification with more than one pay step, the employee shall receive the rate of the highest pay step the employee previously held.
- (6) In the event of layoff, Graduate Apprentices and Graduate Apprentices Thereafter, shall be considered as Journeyman and shall be laid off in accordance with their departmental seniority within the Journeyman classification.
- (7) Apprentices selected for transfer, demotion or layoffs shall be given the alternative of reverting to *Tradeshelper* until such time as an opening occurs in the Apprentice classification. When such an opening occurs, qualifications and ability being equal, promotion shall be on the basis of previous Apprentice seniority.
- (8) Salaried employees may bump back into hourly positions they have previously held by following the same procedure as outlined for hourly employees.
- (C) Employees placed on layoff status as the result of following the procedure outlined above shall not be expected to work during the fourteen (14) calendar days after date of layoff notification but such employees shall be required to notify the Project each work day during this period regarding employment availability. During this fourteen (14)

day period, each employee laid off shall be paid ten (10) work days, plus any severance pay due in accordance with length of service as outlined below:

Length of Service	Severance Pay
More than two (2) years, less than five (5) years	twenty (20) days*
More than five (5) years, less than ten (10) years	twenty-five (25) days
More than ten (10) years, less than fifteen (15) years	thirty (30) days
More than fifteen (15) years, less than 20 years	thirty-five (35) days
More than twenty (20) years	forty (40) days

* Note: The word day means an eight (8) hour day.

- (D) Payment of the ten (10) working days, plus any accrued vacation, shall be made at the "out processing" date fourteen (14) calendar days after layoff notification is received. Employees receiving pay for ten (10) work days following receipt of layoff notice shall not be paid Unemployment Compensation during this ten (10) day period. Severance pay shall be paid at the classification rate last held, up to the number of working days indicated in the Severance Pay Schedule above or until the effective date of recall, whichever comes first. Payment for severance pay shall begin the first regular day after "out processing" and shall be paid on regular bi-weekly pay days until the number of severance days due have been paid or until the effective date of recall, whichever comes first. In addition to severance

pay, employees placed on layoff status shall be paid one-half (1/2) their accrued sick leave balance on the out processing date. Employees who are still on layoff status at the end of thirteen (13) months shall be paid the remaining one-half (1/2) of their sick leave balance. Payment of sick leave shall be made at the classification rate last held.

- (E) Employees on layoff status shall continue to receive medical and life insurance coverage (employee and employee dependents) in effect at the date of layoff notification up to the maximum of four (4) months following the out processing date. All costs shall be fully paid for by the Project. Upon reinstatement of employment, the payment of premiums shall revert to the arrangement in effect prior to the date of layoff. Medical and life insurance coverage shall be terminated upon acceptance of a position outside the Project or may be converted to personal policies in the event of employment outside the Project or the expiration of the four (4) month period.
- (F) An eligible list of such laid off employees shall be maintained by the District and the names of such laid off employees shall be listed thereon for a period of thirteen (13) months following such layoff, and such laid off employees shall be rehired or re-employed during said period on a bid vacancy, qualifications and ability being equal, in the reverse order of their layoff, prior to the hiring or employment of persons who had not been previously employed by the District. The District shall bring to the attention of laid off employees, eligible for re-employment in positions for which they are qualified any opportunity for

re-employment that may exist during said thirteen (13) months period by a bid notice directed to such employees at their last known place of residence.

- (G) Employees on layoff status who are regularly re-employed during the thirteen (13) months following layoff shall maintain continuous credited service under the Retirement Plan. Seniority accumulated prior to layoff shall be reinstated, any remaining sick leave not paid on the out processing date shall be reinstated. The vacation accrual rate shall also be reinstated in accordance with total length of service.
- (H) Should any unusual delay occur in making any appointment, promotion or rehiring, as provided by this section, or where the convenience of the District shall be served, a temporary appointment, promotion or re-employment may be made by the District for a period not to exceed thirty (30) days, provided that only one such temporary assignment shall be made prior to the regular appointment, promotion, or re-employment and that the employee, or employees, so temporarily assigned shall not thereby obtain any advantage, priority or preference over any other employee, or employees, to such regular appointment, promotion or re-employment.

Section 2. Positive Discipline

Records of disciplinary action shall be removed from the files of those employees who complete four (4) consecutive years without receiving any discipline. Discipline will be for just cause.

Section 3. Discharges

- (A) Discharge shall be for cause and effective immediately upon receipt of written notice except for terminations due to unexcused absence which shall be effective on the date of issue. The notice shall be mailed to the employee's last known address, with a copy mailed the same day to the Union. Discharge severs all relationship between the District and the employee. The term "for cause" shall be defined by law and shall include, but not in any wise by way of limitation, the doing individually or in concert with others of any act forbidden by Article II, Section 2, hereinabove, or participating in or encouraging the doing of any such act set forth herein.
- (B) Terminations and discharges, although severing all relationship between the District and an employee, do not deny any employee his/her right to seek recourse to such action through Article VIII, hereof, if filed within thirty (30) days after termination.

Section 4. Terminations

Terminations sever all relationship between the employee and the District. Employees laid off for a period of more than thirteen (13) months are automatically terminated. Temporary employees, when completing job assignments within a two hundred seventy (270) calendar day period, are automatically terminated.

**ARTICLE VIII
GRIEVANCE AND ARBITRATION PROCEDURE**

**(NOTE: A COMMON SENSE GUIDE
TO PROBLEM SOLVING)**

The intent of this guide is to encourage solving problems at the lowest possible level in a timely manner, and to minimize the number of grievances.

Both stewards and supervisors must be prompt in handling problems brought to them by employees. If the steward and the immediate supervisor are not able to resolve the problem, the next level of supervision should be notified for further discussions. Stewards are encouraged to contact Union leadership for guidance and information.

In the event the problem is not resolved then the grievance procedure may be invoked.)

Section 1. Grievance Procedure

(A) All employees through the representative of the Union shall have the right to a hearing on any grievance other than terminations arising under this Agreement provided a grievance is filed in writing on the designated grievance form to the appropriate supervisor within thirty (30) days.

- (1) The first step shall be an informal hearing before the supervisor(s), steward(s) and the grievant(s). The supervisor shall schedule the meeting within ten (10) calendar days after receipt of the grievance. The grievant, steward and supervisor shall define interests and work toward resolving the issue in a manner satisfying these interests. If the grievance is not resolved at this step the Union must request a formal second step

hearing within twelve (12) calendar days from the date of the meeting by notifying SRP Labor Relations in writing. (All resolutions reached at the first step are non-precedent setting and do not affect past, present or future grievances).

- (2) The second step shall be a formal hearing before the heads of the departments to whom the employees involved are responsible.
- (3) The third step shall be a formal meeting before the appropriate Associate General Manager or their designee to whom the employees involved are responsible.
- (4) In the case of a complete failure to resolve the grievance, the issue shall be presented to the Board of Arbitration as provided in this Article, provided that any individual employee, or group of employees, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this contract, and provided further that the Union representative has been given opportunity to be present at such adjustment. Attorneys and persons other than the duly authorized business manager, assistants and/or stewards of the Union shall not attend grievance meetings on behalf of, or represent any grievant in a grievance hearing prior to arbitration, except when testifying as a witness. Grievants may represent themselves.

- (B) A grievance may be amended if the amendment:
- (1) is directly related to the subject of the original grievance,
 - (2) is filed between the time the grievance is filed and the Step One meeting, and
 - (3) is filed within the ten (10) calendar day time limit.
- (C) A separate grievance could be filed if the proposed amendment is not germane to the subject of the original grievance or would significantly expand the scope of the grievance.
- (D) A grievance involving a question of just cause for termination of an employee shall be filed within thirty (30) calendar days from the date of termination and processed through all steps within forty-five (45) calendar days of the filing of the grievance unless mutually waived.
- (E) Grievances involving issues other than terminations shall be processed according to the following schedule: Unless mutually waived, first and second steps to be completed within sixty (60) calendar days and final step within ninety (90) calendar days of original date that the grievance is filed.
- (F) In the event the requirements of paragraphs (D) and (E) above are not met, the question shall be conceded by the party that has declined to meet on any mutually agreed to date. In the event the schedules of paragraphs (D) and (E) above are mutually waived, such grievance shall be processed in accordance with a schedule to be

mutually agreed to at the time such requirements are waived.

- (G) Records of grievance or investigatory meetings shall be taken and maintained by Court Reporters employed for that purpose by SRP.

Section 2. Request for Arbitration

In order for a grievance to be considered for arbitration, it must be filed as such within thirty (30) days after receipt of the third (3rd) step minutes.

Section 3. Arbitration Board Option

Any difference that may arise under this Agreement between the District and the Union, as provided, which they are unable to settle, may be referred to a Board of Arbitration. The Board of Arbitration shall be composed of one (1) person selected by the Union and one (1) person selected by the District.

Section 4. Third Member of Arbitration Board

The District and the Union shall submit a joint request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators from the western Continental United States, four (4) of whom shall be non-residents of the State of Arizona. The parties shall meet within fourteen (14) calendar days of receipt of the list and alternately strike one arbitrator from the list until six (6) have been stricken. The remaining arbitrator shall be the third member and shall be immediately notified of the selection. The proceedings shall be under the direction of the third arbitrator. The parties, however, may elect to have the issue heard and decided by a single arbitrator as selected above.

Section 5. Scope of Arbitrator's Authority

- (A) The decision of such Arbitrator(s) shall be final and binding on both the District and the Union. The Arbitrator(s) shall have no authority to change or add to this Agreement.
- (B) The parties shall jointly submit to the Arbitrator(s) the specific issues to be considered and the Arbitrator(s) shall not be empowered to decide any issues or questions not submitted as herein provided.
- (C) Arbitrations are to have a decision rendered within sixty (60) days of the arbitrator receiving all briefs or documents.

Section 6. Expenses of Arbitration

Each party shall bear the expenses of preparing and presenting its own case and the expense of its own arbitrator. The expense of the third arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties.

**ARTICLE IX
TERM****Section 1. Recital**

- (A) To continue the Win-Win process during the life of the Collective Bargaining Agreement and to further the understanding and cooperation fostered in the 1994 collective bargaining process: Nothing contained in this Labor Agreement shall prohibit SRP and IBEW Local #266 from addressing and resolving issues of common interest during the term of the Agreement. Said discussions and/or resolutions shall not operate to open the Collective Bargaining Agreement for negotiations. All terms of the Agreement shall remain in full force and effect.
- (B) From time to time IBEW Local Union #266 and SRP may enter into agreements to modify some work rules for specific business units or areas. Only those Union members in the affected business unit or area will vote on those modifications.

Section 2. Contract Term

This Agreement shall become effective **December 14, 2002** to and including **November 15, 2005** and for one (1) year periods thereafter, unless written notice, requesting that the Agreement be amended or canceled, is given by either party hereto to the other at least ninety (90) days prior to any anniversary date.

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

SIGNED:

William P. Schrader 12/14/2002
President Date

Attest:

Terril A. Lonon 12/14/2002
Secretary Date

Richard H. Silverman 12/14/2002
General Manager Date

Joseph A. Galinas 12/14/2002
Manager, Employee and Labor Relations Date
Chairman, Negotiating Committee

LOCAL UNION 266 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

SIGNED:

Terry L. Miller 12/14/2002
President Date

Attest:

Charlotte Lewis 12/14/2002
Recording Secretary Date

Ramon H. Nuñez 12/14/2002
Business Manager/Financial Secretary Date
Chairman, Negotiating Committee

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DISTRICT

DISTRICT

DISTRICT EXHIBIT A
PART I
FIELD AND SHOP CLASSIFICATIONS

The occupational titles of the employees covered are listed in the attached Exhibit "A" and are part of the agreement. Wherever occupational titles in the agreement indicate either the masculine or feminine form, the titles are intended to include all employees without regard to sex.

Codes or occupations deleted since 1986 for housekeeping purposes can be reactivated at any time, if deemed necessary by management at the former labor grade but current rate of pay for that labor grade.

Occ. Code	Classification	Hourly Rates		
		12/14/02	10/16/03	11/16/04 5/16/05
4130	Laborer, Student	LABOR GRADE 1		
		10.44	10.75	11.07 11.13
4125 5800	Laborer, 1st Year O&M Specialist I, Valley, CGS	LABOR GRADE 2		
		13.88 13.88	14.30 14.30	14.73 14.73 14.80 14.80

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
6400	Pressman Helper, 1st Year	13.88	14.30	14.73	14.80
7280	O&M Specialist 1, Facilities	13.88	14.30	14.73	14.80
9590	Trades Helper, 1st Year	13.88	14.30	14.73	14.80
9778	Utilityman, Light Vehicle, 1st Year	13.88	14.30	14.73	14.80
9786	Utilityman, Auto, 1st Year	13.88	14.30	14.73	14.80
9871	Utilityman, Materials, 1st Year	13.88	14.30	14.73	14.80
9859	Yardman, 1st Year	13.88	14.30	14.73	14.80
LABOR GRADE 3					
4126	Laborer, Senior	15.13	15.58	16.05	16.13
4579	Records Handler	15.13	15.58	16.05	16.13
4580	Material Handler, Warehouse, 1	15.13	15.58	16.05	16.13
4583	Material Handler, Auto Parts 1	15.13	15.58	16.05	16.13
4936	Meter Reader, 1st 6 Months	15.13	15.58	16.05	16.13
6405	Pressman Helper	15.13	15.58	16.05	16.13
7281	O&M Specialist 1, T/A, Facilities	15.13	15.58	16.05	16.13

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
9601	Trades Helper, 2nd Year	15.13	15.58	16.05	16.13
9779	Utilityman, Light Vehicle, T/A	15.13	15.58	16.05	16.13
9785	Utilityman, Auto, 2nd Year	15.13	15.58	16.05	16.13
9872	Utilityman, Materials, 2nd Year	15.13	15.58	16.05	16.13
9947	Yardman	15.13	15.58	16.05	16.13
LABOR GRADE 4					
0970	Cameraman, Offset, 1st Year	16.65	17.15	17.66	17.75
4581	Material Handler, Warehouse, 2	16.65	17.15	17.66	17.75
4937	Meter Reader, 2nd 6 Months	16.65	17.15	17.66	17.75
4938	Meter Reader, 2nd Year	17.26	17.78	18.31	18.40
5495	Operator, Hydro Assistant	16.65	17.15	17.66	17.75
5802	O&M Specialist 1, T/A, Valley, CGS	16.65	17.15	17.66	17.75
6250	Patrolman, Street Light	16.65	17.15	17.66	17.75
6441	Pressman, Offset, Jr.	16.65	17.15	17.66	17.75
7282	O&M Specialist 2, Facilities	16.65	17.15	17.66	17.75
9580	Trades Helper	16.65	17.15	17.66	17.75

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
9721	Truckdriver 1	16.65	17.15	17.66	17.75
9784	Utilityman, Auto	16.65	17.15	17.66	17.75
9870	Utilityman, Materials, T/A	16.65	17.15	17.66	17.75
LABOR GRADE 5					
0971	Cameraman, Offset, 2nd Year	18.73	19.29	19.87	19.97
3749	Handler, Material (Electric C&M)	19.45	20.03	20.63	20.73
4582	Material Handler, Warehouse 3	20.47	21.08	21.71	21.82
4584	Material Handler, Auto Parts, Sr.	20.47	21.08	21.71	21.82
4720	Mechanic, Meter, 1st Year	18.73	19.29	19.87	19.97
4939	Meter Reader, 3rd Year	18.73	19.29	19.87	19.97
4940	Meter Reader, T/A	19.45	20.03	20.63	20.73
5389	Operator, Equipment 1	18.73	19.29	19.87	19.97
5578	Operator, Hydro, Valley	18.73	19.29	19.87	19.97
5806	O&M Specialist 2, Valley	18.73	19.29	19.87	19.97
5807	O&M Specialist 2, CGS	18.73	19.29	19.87	19.97
5868	Warehouse Specialist 1, Valley, CGS	18.73	19.29	19.87	19.97

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5869	Warehouse Specialist 1, T/A, Valley, CGS	20.47	21.08	21.71	21.82
6412	Pressman, Offset	18.73	19.29	19.87	19.97
6586	Repairman, Tool, 2nd Class, 1st Year	18.73	19.29	19.87	19.97
6819	Sandblaster and Shot Blast Machine Operator	18.73	19.29	19.87	19.97
7237	Service Man 1, Operations	18.73	19.29	19.87	19.97
7315	Service Man, Equipment	19.45	20.03	20.63	20.73
7317	Service Man, Equip. Fire Prev/Protection, 1st Year	18.73	19.29	19.87	19.97
7341	Service Man, Radio	18.73	19.29	19.87	19.97
7342	Service Man, General	18.73	19.29	19.87	19.97
7370	Service Man, Transformer	18.73	19.29	19.87	19.97
7380	Repairman, Distribution Equipment, 1	18.73	19.29	19.87	19.97
9090	Surveyor B, 1	19.45	20.03	20.63	20.73
9098	Technician, Meter 1, Tralhee	18.73	19.29	19.87	19.97
9722	Truckdriver 2	19.45	20.03	20.63	20.73
LABOR GRADE 6					
0972	Cameraman, Offset, T/A	21.50	22.15	22.81	22.92
0985	Carpenter, 2nd Class	21.50	22.15	22.81	22.92

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
1032	Chemist, Plant, Valley, 1st Year	21.50	22.15	22.81	22.92
2089	C/M Man, 2nd Class	21.50	22.15	22.81	22.92
3034	Fabricator Metal, 2nd Class	21.50	22.15	22.81	22.92
3750	Handler, Material, Line, C/M	21.50	22.15	22.81	22.92
4852	Mechanic, General 1	22.18	22.85	23.54	23.66
4653	Mechanic, General 2	21.50	22.15	22.81	22.92
4721	Mechanic, Meter, T/A	21.50	22.15	22.81	22.92
5001	Field Representative, Meter Reading Operations	21.50	22.15	22.81	22.92
5388	Operator, Equipment 2	21.50	22.15	22.81	22.92
5395	Operator, Equipment 2, Crane	21.50	22.15	22.81	22.92
5809	O&M Specialist 2, T/A, Valley	22.18	22.85	23.54	23.66
5812	O&M Specialist 2, T/A, CGS	22.18	22.85	23.54	23.66
5818	O&M Specialist 3, Chemical Analyst, Valley	22.18	22.85	23.54	23.66
5822	O&M Specialist 3, Mechanical, Valley	22.18	22.85	23.54	23.66
5826	O&M Specialist 3, Mobile Equipment, Valley	22.18	22.85	23.54	23.66
5830	O&M Specialist 3, Operations, Valley	22.18	22.85	23.54	23.66
5836	O&M Specialist 3, Painter, Valley	22.18	22.85	23.54	23.66
5838	O&M Specialist 3, Welder, Valley	22.18	22.85	23.54	23.66

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
6190	Painter, 2nd Class	21.50	22.15	22.81	22.92
6470	Pressman, Offset Senior	21.50	22.15	22.81	22.92
6565	Repairman, Plant, 1st Year, CGS	21.50	22.15	22.81	22.92
6585	Repairman, Pump	21.50	22.15	22.81	22.92
6587	Repairman, Tool, 2nd Class, 2nd Year	21.50	22.15	22.81	22.92
7238	Serviceman 2, Operations	21.50	22.15	22.81	22.92
7261	Representative, Field Service, T/A	21.50	22.15	22.81	22.92
7283	O&M Specialist 2, T/A, Facilities	21.50	22.15	22.81	22.92
7316	Serviceman, Equip, Fire Prev/Protection, T/A	21.50	22.15	22.81	22.92
7381	Repairman, Distribution Equipment, 2	21.50	22.15	22.81	22.92
9065	Technician, Meter 1, Sr	22.18	22.85	23.54	23.66
9068	Technician, Meter 1, T/A	21.50	22.15	22.81	22.92
9108	Technician, Meter 2, Trainee	21.50	22.15	22.81	22.92
9418	Tender, Auxiliary	21.50	22.15	22.81	22.92
9419	Tender, Auxiliary, San Tan, 1st Year	21.50	22.15	22.81	22.92
9502	Testman, Meter	21.50	22.15	22.81	22.92
9723	Truckdriver 3	21.50	22.15	22.81	22.92

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
LABOR GRADE 7					
0856	Working Foreman, Auto Parts	24.25	24.98	25.73	25.86
1033	Chemist, Plant, Valley, T/A	24.25	24.98	25.73	25.86
4654	Mechanic, General, Sr.	24.25	24.98	25.73	25.86
5115	Operator, Auxiliary, CGS	24.25	24.98	25.73	25.86
5367	Operator, Equipment 3	24.25	24.98	25.73	25.86
5400	Operator, Equipment Trainee 4	24.25	24.98	25.73	25.86
5489	Operator, Hydro A	24.25	24.98	25.73	25.86
5819	O&M Specialist 3, Chemical Analyst, T/A, Valley	24.25	24.98	25.73	25.86
5820	O&M Specialist 3, Chemical Analyst, CGS	24.25	24.98	25.73	25.86
5823	O&M Specialist 3, Mechanical, T/A, Valley	24.25	24.98	25.73	25.86
5824	O&M Specialist 3, Mechanical, CGS, Hydro	24.25	24.98	25.73	25.86
5827	O&M Specialist 3, Mobile Equipment, T/A, Valley	24.25	24.98	25.73	25.86
5828	O&M Specialist 3, Mobile Equipment, CGS	24.25	24.98	25.73	25.86
5831	O&M Specialist 3, Operations, T/A, Valley	24.25	24.98	25.73	25.86
5832	O&M Specialist 3, Operations, CGS, Hydro	24.25	24.98	25.73	25.86

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5834	O&M Specialist 3, Coat Operations, CGS	24.25	24.98	25.73	25.86
5837	O&M Specialist 3, Painter, T/A, Valley	24.25	24.98	25.73	25.86
5838	O&M Specialist 3, Welder, T/A, Valley	24.25	24.98	25.73	25.86
5840	O&M Specialist 3, Welder, CGS	24.25	24.98	25.73	25.86
5870	Warehouse Specialist 2, CGS	24.25	24.98	25.73	25.86
6170	Painter, 1st Year	24.25	24.98	25.73	25.86
6566	Repairman, Plant, 2nd Year, CGS	24.25	24.98	25.73	25.86
6588	Repairman, Tool, 1st Class	24.25	24.98	25.73	25.86
6591	Repairman, Pump, Sr.	24.25	24.98	25.73	25.86
7105	Sprayer, Metal	24.25	24.98	25.73	25.86
7239	Serviceaman, Senior Operations	24.25	24.98	25.73	25.86
7284	O&M Specialist 3, Facilities, Electrical	24.25	24.98	25.73	25.86
7285	O&M Specialist 3, Facilities, Mechanical	24.25	24.98	25.73	25.86
7286	O&M Specialist 3, Facilities, I&C	24.25	24.98	25.73	25.86
7355	Serviceaman, Office Equipment	24.25	24.98	25.73	25.86
7369	Serviceaman, Meter	24.25	24.98	25.73	25.86
7382	Repairman, Distribution Equipment, Sr.	24.25	24.98	25.73	25.86
9091	Surveyor B, Sr.	24.25	24.98	25.73	25.86
9092	Surveyor A, 1	24.47	25.20	25.96	26.09

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
9110	Technician, Meter 2, T/A	24.25	24.98	25.73	25.86
9420	Tender, Auxiliary, San Tan, T/A	24.25	24.98	25.73	25.86
9724	Truckdriver 4	24.25	24.98	25.73	25.86
9744	Truckdriver 4, CGS	24.25	24.98	25.73	25.86
9816	Working Foreman, Warehouse	24.25	24.98	25.73	25.86

LABOR GRADE 8

0968	Carpenter	26.42	27.21	28.03	28.17
4603	Mechanic, Light Vehicle	26.42	27.21	28.03	28.17
4620	Mechanic, Plant, 1st Year, CGS	26.42	27.21	28.03	28.17
4710	Mechanic, Instrument, 1st Year, CGS	26.42	27.21	28.03	28.17
5193	Operator, Control, Assl., 1st Year, CGS	26.42	27.21	28.03	28.17
5386	Operator, Equipment 4	26.42	27.21	28.03	28.17
5397	Operator, Equipment 4, Crane	26.42	27.21	28.03	28.17
5404	Operator, Equipment 4, CGS	26.42	27.21	28.03	28.17
5500	Operator, Hydro Sr.	26.42	27.21	28.03	28.17
5821	O&M Specialist 3, Chemical Analyst, T/A, CGS	26.42	27.21	28.03	28.17

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5825	O&M Specialist 3, Mechanical, T/A, CGS, Hydro	26.42	27.21	28.03	28.17
5829	O&M Specialist 3, Mobile Equipment, T/A, CGS	26.42	27.21	28.03	28.17
5833	O&M Specialist 3, Operations, T/A, CGS, Hydro	26.42	27.21	28.03	28.17
5835	O&M Specialist 3, Coal Operations, T/A, CGS	26.42	27.21	28.03	28.17
5841	O&M Specialist 3, Welder, T/A, CGS	26.42	27.21	28.03	28.17
5847	Instrument & Controls Specialist Trainee, Valley	26.42	27.21	28.03	28.17
5849	Operations Specialist Trainee, Valley	26.42	27.21	28.03	28.17
6171	Painter, T/A	26.42	27.21	28.03	28.17
6200	Plant C&M Man, 1st Year, CGS	26.42	27.21	28.03	28.17
6298	Plumber	26.42	27.21	28.03	28.17
6589	Repairman, Electrical	26.42	27.21	28.03	28.17
7314	Specialist, Fuel Systems	26.42	27.21	28.03	28.17
9093	Surveyor A, Sr.	28.57	29.43	30.31	30.46
9518	Testman, Meter Sr.	26.42	27.21	28.03	28.17
9821	Welder	26.42	27.21	28.03	28.17

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LABOR GRADE 9

Occ.	Code	Classification	Hourly Rates				
			12/14/02	10/16/03	11/16/04	5/16/05	
	2074	C/M Man	29.28	30.16	31.06	31.22	
	2272	Coordinator, Maintenance	29.28	30.16	31.06	31.22	
	2705	Electrician	29.28	30.16	31.06	31.22	
	2710	Electrician, Building Services	29.28	30.16	31.06	31.22	
	2742	Electrician, Steam Plant Valley	29.28	30.16	31.06	31.22	
	3032	Fabricator, Metal	29.28	30.16	31.06	31.22	
	3035	Fabricator, Metal, Transportation	29.28	30.16	31.06	31.22	
	3925	Inspector, Crane Inspection Quality Control, 1st Year	29.28	30.16	31.06	31.22	
	3962	Installer, Customer Service	29.28	30.16	31.06	31.22	
	3997	Insulator, Sheet Metal Worker, CGS	29.28	30.16	31.06	31.22	
	4010	Operations Journeyman	29.28	30.16	31.06	31.22	
	4221	Lineman	29.28	30.16	31.06	31.22	
	4222	Lineman, Street Light	29.28	30.16	31.06	31.22	
	4300	Machinist, Tool	29.28	30.16	31.06	31.22	
	4301	Machinist, CGS	29.28	30.16	31.06	31.22	
	4302	Machinist, General	29.28	30.16	31.06	31.22	

Occ.	Code	Classification	Hourly Rates				
			12/14/02	10/16/03	11/16/04	5/16/05	
	4316	Maintenanceman, Building Operations	29.28	30.16	31.06	31.22	
	4600	Mechanic, Air Conditioning	29.28	30.16	31.06	31.22	
	4605	Mechanic, Auto, General	29.28	30.16	31.06	31.22	
	4821	Mechanic, Plant, CGS	29.28	30.16	31.06	31.22	
	4711	Mechanic, Instrument, 2nd Year, CGS	29.28	30.16	31.06	31.22	
	4810	Mechanic, Plant	29.28	30.16	31.06	31.22	
	4913	Meterman	29.28	30.16	31.06	31.22	
	5194	Operator, Ctrl., Asst., 2nd Year, CGS	29.28	30.16	31.06	31.22	
	5195	Operator, Control Room	29.28	30.16	31.06	31.22	
	5768	Operator, Pumpback Storage	29.28	30.16	31.06	31.22	
	5848	Instrument & Controls Specialist Trainee, CGS	29.28	30.16	31.06	31.22	
	5850	Operations Specialist Trainee, CGS	29.28	30.16	31.06	31.22	
	5851	Electrical Specialist, Valley	29.28	30.16	31.06	31.22	
	5853	Instrument & Control Specialist, Valley	29.28	30.16	31.06	31.22	
	5855	Maint. Specialist, Heavy Equip./Auto, Valley, CGS	29.28	30.16	31.06	31.22	
	5856	Maintenance Specialist, C&M Man, Valley, CGS	29.28	30.16	31.06	31.22	
	5857	Maintenance Specialist, Machinist, Valley, CGS	29.28	30.16	31.06	31.22	

Occ. Code	Classification	Hourly Rates		
		12/14/02	10/16/03	11/16/04
5858	Maintenance Specialist, Metal Fab., Valley, CGS	29.28	30.16	31.06
5859	Maintenance Specialist, Plant Mech, Valley, CGS	29.28	30.16	31.06
5860	Operations Specialist, Hydro, Valley	29.28	30.16	31.06
5871	HVAC Mechanic	29.28	30.16	31.06
6201	Plant C&M Man, T/A, CGS	29.28	30.16	31.06
9249	Technician, Instrument, Building Systems	29.28	30.16	31.06
9285	Technician, Instrument	29.28	30.16	31.06
9299	Technician, Calibration Laboratory	29.28	30.16	31.06
LABOR GRADE 10				
2713	Electrician, Plant, CGS	30.43	31.34	32.28
3211	Foreman, Const. Crew Working, 1st Year	30.43	31.34	32.28
3321	Foreman, Electrical Working, 1st Year	30.43	31.34	32.28
3331	Foreman, Hydro Working, 1st Year	30.43	31.34	32.28
3388	Foreman, Line Working, 1st Year	30.43	31.34	32.28
3455	Foreman, Mechanical Working, 1st Year	30.43	31.34	32.28
3472	Foreman, Meter Working, 1st Year	30.43	31.34	32.28

Occ. Code	Classification	Hourly Rates		
		12/14/02	10/16/03	11/16/04
3926	Inspector, Crane Inspection Quality Control, T/A	30.43	31.34	32.28
4015	Foreman, Operations Working, 1st Year	30.43	31.34	32.28
5180	Operator, Control, CGS	30.43	31.34	32.28
5852	Electrical Specialist, CGS	30.43	31.34	32.28
5854	Instrument & Control Specialist, CGS	30.43	31.34	32.28
5861	Operations Specialist, CGS	30.43	31.34	32.28
9288	Technician, Instrument, CGS	30.43	31.34	32.28
9289	Technician, Calibration Laboratory, Lead	30.43	31.34	32.28
9685	Troubleshooter	30.43	31.34	32.28
LABOR GRADE 11				
3212	Foreman, Const. Crew Working, T/A	31.29	32.23	33.20
3320	Foreman, Electrical Working, 1st Year, CGS	31.29	32.23	33.20
3322	Foreman, Electrical Working, T/A	31.29	32.23	33.20
3332	Foreman, Hydro Working, T/A	31.29	32.23	33.20
3399	Foreman, Line Working, T/A	31.29	32.23	33.20
3456	Foreman, Mech. Working, T/A	31.29	32.23	33.20

Occ. Code	Classification	Hourly Rates		
		12/14/02	10/16/03	11/16/04
3473	Foreman, Meter Working, T/A	31.29	32.23	33.20
4016	Foreman, Operations Working, T/A	31.29	32.23	33.20
9687	Troubleman, Sr.	31.29	32.23	33.20
LABOR GRADE 12				
3323	Foreman, Electrical Working, T/A, CGS	32.09	33.05	34.04

Footnotes:

1. Laborers may progress to the classification of Laborer, Senior after the completion of one (1) year's service.
2. When a Senior Laborer is accepted on the position of Tradeshelper, they will continue to be paid at Labor Grade three (3).

**DISTRICT EXHIBIT A
PART II
CLERICAL CLASSIFICATIONS**

The Exhibit "A" provides for progressive increases within designated classifications after the specified time on the condition that the employee's work is of a satisfactory level as defined by the supervisor.

Codes or occupations deleted since 1986 for housekeeping purposes can be reactivated at any time, if deemed necessary by management at the former labor grade but current rate of pay for that labor grade.

Classification	Occ Code	Step	In Step	Hourly Rates		
				12/14/02	10/16/03	11/16/04
LABOR GRADE 1						
Clerk, Student	1820	--	Thereafter	6.39	6.58	6.81
LABOR GRADE 2						
Clerk, General-- Level 2	1465	1	1 year	8.08	8.32	8.57
	1466	2	1 year	8.63	8.89	9.16

Classification	Occ. Code	Step	Minimum Time In Step	Hourly Rates			
				12/14/02	10/16/03	11/16/04	5/16/05
	1467	3	1 year	9.17	9.45	9.73	9.78
	1468	4	Thereafter	9.58	9.87	10.17	10.22
LABOR GRADE 3							
LABOR GRADE 4							
Clerk, General- Level 4	1473	1	1 year	10.18	10.49	10.80	10.85
	1474	2	1 year	10.90	11.23	11.57	11.63
	1475	3	1 year	11.57	11.92	12.28	12.34
	1476	4	Thereafter	12.18	12.55	12.93	12.99
LABOR GRADE 5							
Representative, Customer Service, Temp / Provisional	1287	1	1 year	11.86	12.22	12.59	12.65
	1330	2	1 year	12.58	12.96	13.35	13.42
	1331	3	1 year	13.29	13.69	14.10	14.17
	1335	4	Thereafter	13.89	14.31	14.74	14.81

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Classification	Occ. Code	Step	Minimum Time In Step	Hourly Rates			
				12/14/02	10/16/03	11/16/04	5/16/05
Clerk, General- Level 5	1477	1	1 year	11.86	12.22	12.59	12.65
	1478	2	1 year	12.58	12.96	13.35	13.42
	1479	3	1 year	13.29	13.69	14.10	14.17
	1480	4	Thereafter	13.89	14.31	14.74	14.81
Messenger	4889	1	1 year	11.86	12.22	12.59	12.65
	4890	2	1 year	12.58	12.96	13.35	13.42
	4891	3	1 year	13.29	13.69	14.10	14.17
	4892	4	Thereafter	13.89	14.31	14.74	14.81
Operator, Encoder	5316	1	1 year	11.86	12.22	12.59	12.65
	5317	2	1 year	12.58	12.96	13.35	13.42
	5318	3	1 year	13.29	13.69	14.10	14.17
	5319	4	Thereafter	13.89	14.31	14.74	14.81

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Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates			
				10/16/03	11/16/04	5/16/05	
LABOR GRADE 6							
Cashier	1011	1	1 year	13.77	14.18	14.25	
	1012	2	1 year	14.58	15.02	15.10	
	1013	3	1 year	15.38	15.84	15.92	
	1014	4	Thereafter	16.07	16.55	16.63	
Clerk, General -- Level 5	1481	1	1 year	13.77	14.18	14.25	
	1482	2	1 year	14.58	15.02	15.10	
	1483	3	1 year	15.38	15.84	15.92	
	1484	4	Thereafter	16.07	16.55	16.63	
Messenger, Lead	4900	4	Thereafter	16.07	16.55	16.63	
Operator, D&C Processing Equipment	5140	1	1 Year	13.77	14.18	14.25	
	5141	2	1 Year	14.58	15.02	15.10	
Office Specialist I -- Valley, CGS	5864	1	1 year	13.77	14.18	14.25	
	5865	2	Thereafter	16.07	16.55	16.63	

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Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates			
				10/16/03	11/16/04	5/16/05	
LABOR GRADE 7							
Clerk, Administrative-- Level 7	1118	1	1 year	14.72	15.61	15.69	
	1119	2	1 year	15.54	16.49	16.57	
	1120	3	1 year	16.44	17.44	17.53	
	1121	4	Thereafter	17.14	18.18	18.27	
Representative, Customer Service-- Level 7	1288	1	1 year	14.72	15.61	15.69	
	1289	2	1 year	15.54	16.49	16.57	
	1290	3	1 year	16.44	17.44	17.53	
	1291	4	1 year	17.14	18.18	18.27	
Clerk, Meter Reading Operations - Level 7	4941	1	1 year	14.72	15.61	15.69	
	4942	2	1 year	15.54	16.49	16.57	
	4943	3	1 year	16.44	17.44	17.53	
	4944	4	Thereafter	17.14	18.18	18.27	

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Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates				
				12/14/02	10/16/03	11/16/04	5/16/05	
Operator, D&C	5142	2	1 Year	15.54	16.01	16.49	16.57	
Processing Equipment	5143	4	Thereafter	17.14	17.65	18.18	18.27	
Operator, Verifier	6009	3	1 year	16.44	16.93	17.44	17.53	
	6010	4	Thereafter	17.14	17.65	18.18	18.27	
LABOR GRADE 8								
Clerk, Administrative--	1122	1	1 year	15.91	16.39	16.88	16.96	
Level 8	1123	2	1 year	16.80	17.30	17.82	17.91	
	1124	3	1 year	17.69	18.22	18.77	18.86	
	1125	4	Thereafter	18.51	19.07	19.64	19.74	
Representative, Cust. Service--Level 8	1282	3	1 year	17.69	18.22	18.77	18.86	
	1283	4	Thereafter	18.51	19.07	19.64	19.74	
Clerk, Customer Sevs- Level 8	1382	1	1 year	15.91	16.39	16.88	16.96	
	1383	2	1 year	16.80	17.30	17.82	17.91	

Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates				
				12/14/02	10/16/03	11/16/04	5/16/05	
Clerk, Statistical	1384	3	1 year	17.69	18.22	18.77	18.86	
	1385	4	Thereafter	18.51	19.07	19.64	19.74	
	1777	1	1 year	15.91	16.39	16.88	16.96	
	1778	2	1 year	16.80	17.30	17.82	17.91	
	1779	3	1 year	17.69	18.22	18.77	18.86	
	1780	4	Thereafter	18.51	19.07	19.64	19.74	
Dispatcher, C.I.C.	2507	1	1 year	15.91	16.39	16.88	16.96	
	2508	2	1 year	16.80	17.30	17.82	17.91	
	2509	3	1 year	17.69	18.22	18.77	18.86	
	2510	4	Thereafter	18.51	19.07	19.64	19.74	
LABOR GRADE 9								
Clerk, Administrative	1126	1	1 year	17.53	18.06	18.60	18.69	
Level 9	1127	2	1 year	18.20	18.75	19.31	19.41	
	1128	3	1 year	18.91	19.48	20.06	20.16	

Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates			
				12/14/02	10/16/03	11/16/04	5/16/05
	1129	4	1 year	19.63	20.22	20.83	20.93
	1130	5	Thereafter	20.32	20.93	21.56	21.67
Representative, Lead	1296	1	1 year	17.53	18.06	18.60	18.69
Customer Service Level 9	1297	2	1 year	18.20	18.75	19.31	19.41
	1288	3	1 year	18.91	19.48	20.06	20.16
	1289	4	1 year	19.63	20.22	20.83	20.93
	1300	5	Thereafter	20.32	20.93	21.56	21.67
Clerk, Street Light--Facilities	1786	1	1 year	17.53	18.06	18.60	18.69
	1787	2	1 year	18.20	18.75	19.31	19.41
	1788	3	1 year	18.91	19.48	20.06	20.16
	1789	4	1 year	19.63	20.22	20.83	20.93
	1790	5	Thereafter	20.32	20.93	21.56	21.67
Drafter-Mapper	2571	1	1 year	17.53	18.06	18.60	18.69
	2572	2	1 year	18.20	18.75	19.31	19.41
	2573	3	1 year	18.91	19.48	20.06	20.16

Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates			
				12/14/02	10/16/03	11/16/04	5/16/05
	2574	4	1 year	18.63	20.22	20.83	20.93
	2575	5	Thereafter	20.32	20.93	21.56	21.67
LABOR GRADE 10							
Clerk, Administrative Level 10	1131	1	1 year	18.19	18.74	19.30	19.40
	1132	2	1 year	18.91	19.48	20.06	20.16
	1133	3	1 year	19.66	20.25	20.86	20.96
	1134	4	1 year	20.40	21.01	21.64	21.75
	1135	5	Thereafter	21.16	21.79	22.44	22.55
Representative, Senior	1391	1	1 year	18.19	18.74	19.30	19.40
Customer Service -- Level 10	1392	2	1 year	18.91	19.48	20.06	20.16
	1393	3	1 year	19.68	20.25	20.86	20.96
	1394	4	1 year	20.40	21.01	21.64	21.75
	1395	5	Thereafter	21.16	21.79	22.44	22.55

Footnotes:

1. All vacancies will be posted at the Step 1 rate.
2. All clerical employees accepted by bid on a job of a higher labor grade will be promoted to the new job at the next higher rate of pay listed for the new job, which is above the current rate of the employee.
3. A clerical employee accepted by bid on a job of an equal or lower labor grade than his/her present job is to be transferred to the new job at the same step as the employee's current step, however, in no cases will the rate of pay be above or below the rate(s) listed for the new classification.
4. An employee temporarily assigned to a higher classification and who satisfies Article II, Section 5, paragraph (a) shall be paid the beginning rate of pay listed for the classification of temporary assignment. An employee will be paid 3% per hour above his/her regular hourly rate of pay if the beginning rate of pay listed for the higher classification of temporary assignment is less than 3% per hour above his/her regular hourly rate.
5. (a) Progressionary increases for full-time employees in a progressionary classification shall be determined from date of hire, transfer or promotion into the position.

- (b) Progressionary increases for part-time employees in a progressionary classification shall be determined based upon the number of straight time hours worked from date of hire, transfer or promotion into the position. For purposes of progression, 1800 hours will equate to one (1) year of work.
6. All employees accepted by bid in a Drafter's classification which is of a higher labor grade than his/her present job shall be transferred to the Drafter's job at entry level if his/her present rate is below entry level; if his/her present rate is above the entry level rate of the new job, they shall be transferred to the new job at the next higher rate which is above the current rate of employee but in no event shall the new rate be more than the rate established for Step 2 of the Drafter classification.

DISTRICT EXHIBIT A
PART III
APPRENTICES

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
AUTO MECHANIC					
0103	Pre-Apprentice	16.65	17.15	17.66	17.75
0104	1st 1000 Hours	17.26	17.78	18.31	18.40
0105	2nd 1000 Hours	18.41	18.96	19.53	19.62
0106	3rd 1000 Hours	19.55	20.14	20.74	20.84
0107	4th 1000 Hours	20.70	21.32	21.96	22.06
0108	5th 1000 Hours	21.84	22.50	23.17	23.29
0109	6th 1000 Hours	22.99	23.67	24.39	24.51
0110	7th 1000 Hours	24.13	24.85	25.60	25.73
0111	8th 1000 Hours	25.28	26.03	26.82	26.95
0112	Graduate Apprentice	26.42	27.21	28.03	28.17
0113	Graduate Apprentice, T/A	28.28	30.16	31.06	31.22

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
ELECTRICIAN					
0114	Pre-Apprentice	16.65	17.15	17.66	17.75
0115	1st 1000 Hours	17.26	17.78	18.31	18.40
0116	2nd 1000 Hours	18.41	18.96	19.53	19.62
0117	3rd 1000 Hours	19.55	20.14	20.74	20.84
0118	4th 1000 Hours	20.70	21.32	21.96	22.06
0119	5th 1000 Hours	21.84	22.50	23.17	23.29
0120	6th 1000 Hours	22.99	23.67	24.39	24.51
0121	7th 1000 Hours	24.13	24.85	25.60	25.73
0122	8th 1000 Hours	25.28	26.03	26.82	26.95
0123	Graduate Apprentice	26.42	27.21	28.03	28.17
0124	Graduate Apprentice, T/A	28.28	30.16	31.06	31.22
ELECTRICIAN-PLANT					
0664	Pre-Apprentice, CGS	16.65	17.15	17.66	17.75
0665	1st 1000 Hours, CGS	17.26	17.78	18.31	18.40

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Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
0666	2nd 1000 Hours, CGS	18.76	19.33	19.90	20.00	
0667	3rd 1000 Hours, CGS	20.27	20.88	21.50	21.61	
0668	4th 1000 Hours, CGS	21.77	22.42	23.09	23.21	
0669	5th 1000 Hours, CGS	23.27	23.97	24.69	24.81	
0670	6th 1000 Hours, CGS	24.77	25.52	26.28	26.41	
0671	7th 1000 Hours, CGS	26.28	27.07	27.87	28.02	
0672	8th 1000 Hours, CGS	27.78	28.61	29.47	29.62	
0673	Graduate Apprentice, CGS	29.28	30.16	31.06	31.22	
0674	Graduate Apprentice, CGS, T/A	30.43	31.34	32.28	32.44	
RELAYMAN						
0771	Pre-Apprentice, CGS	16.65	17.15	17.66	17.75	
0773	1st 1000 Hours, CGS	17.26	17.78	18.31	18.40	
0774	2nd 1000 Hours, CGS	18.76	19.33	19.90	20.00	
0775	3rd 1000 Hours, CGS	20.27	20.88	21.50	21.61	
0776	4th 1000 Hours, CGS	21.77	22.42	23.09	23.21	
0777	5th 1000 Hours, CGS	23.27	23.97	24.69	24.81	

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Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
0778	6th 1000 Hours, CGS	24.77	25.52	26.28	26.41	
0779	7th 1000 Hours, CGS	26.28	27.07	27.87	28.02	
0780	8th 1000 Hours, CGS	27.78	28.61	29.47	29.62	
0772	Graduate Apprentice, CGS	29.28	30.16	31.06	31.22	
0792	Graduate Apprentice, CGS, T/A	30.43	31.34	32.28	32.44	
PLANT MECHANIC						
0800	Pre-Apprentice	16.65	17.15	17.66	17.75	
0801	1st 1000 Hours	17.26	17.78	18.31	18.40	
0802	2nd 1000 Hours	18.41	18.96	19.53	19.62	
0803	3rd 1000 Hours	19.55	20.14	20.74	20.84	
0804	4th 1000 Hours	20.70	21.32	21.96	22.06	
0805	5th 1000 Hours	21.84	22.50	23.17	23.29	
0806	6th 1000 Hours	22.99	23.67	24.39	24.51	
0807	7th 1000 Hours	24.13	24.85	25.60	25.73	
0808	8th 1000 Hours	25.28	26.03	26.82	26.95	
0809	Graduate Apprentice	26.42	27.21	28.03	28.17	
0810	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22	

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Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
LINEMAN						
0990	Pre-Apprentice	16.65	17.15	17.66	17.75	
0991	1st 1000 Hours	17.26	17.78	18.31	18.40	
0992	2nd 1000 Hours	18.41	18.96	19.53	19.62	
0993	3rd 1000 Hours	19.55	20.14	20.74	20.84	
0994	4th 1000 Hours	20.70	21.32	21.96	22.06	
0995	5th 1000 Hours	21.84	22.50	23.17	23.29	
0996	6th 1000 Hours	22.99	23.67	24.39	24.51	
0997	7th 1000 Hours	24.13	24.85	25.60	25.73	
0998	8th 1000 hours	25.28	26.03	26.82	26.95	
0999	Graduate Apprentice	26.42	27.21	28.03	28.17	
1000	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22	
METAL FABRICATOR						
1015	Pre-Apprentice	16.65	17.15	17.66	17.75	
1016	1st 1000 Hours	17.26	17.78	18.31	18.40	

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Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
METERMAN						
1017	2nd 1000 Hours	18.41	18.96	19.53	19.62	
1018	3rd 1000 Hours	19.55	20.14	20.74	20.84	
1019	4th 1000 Hours	20.70	21.32	21.96	22.06	
1020	5th 1000 Hours	21.84	22.50	23.17	23.29	
1021	6th 1000 Hours	22.99	23.67	24.39	24.51	
1022	7th 1000 Hours	24.13	24.85	25.60	25.73	
1023	8th 1000 Hours	25.28	26.03	26.82	26.95	
1024	Graduate Apprentice	26.42	27.21	28.03	28.17	
1025	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22	
METERMAN						
1050	Pre-Apprentice	16.65	17.15	17.66	17.75	
1051	1st 1000 Hours	17.26	17.78	18.31	18.40	
1052	2nd 1000 Hours	18.41	18.96	19.53	19.62	
1053	3rd 1000 Hours	19.55	20.14	20.74	20.84	
1054	4th 1000 Hours	20.70	21.32	21.96	22.06	
1055	5th 1000 Hours	21.84	22.50	23.17	23.29	

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Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
1056	6th 1000 Hours	22.99	23.67	24.39	24.51
1057	7th 1000 Hours	24.13	24.85	25.60	25.73
1058	8th 1000 Hours	25.28	26.03	26.82	26.95
1059	Graduate Apprentice	26.42	27.21	28.03	28.17
1060	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22
CONSTRUCTION/MAINTENANCE MAN					
1070	Pre-Apprentice	16.65	17.15	17.66	17.75
1071	1st 1000 Hours	17.26	17.78	18.31	18.40
1072	2nd 1000 Hours	18.41	18.96	19.53	19.62
1073	3rd 1000 Hours	19.55	20.14	20.74	20.84
1074	4th 1000 Hours	20.70	21.32	21.96	22.06
1075	5th 1000 Hours	21.84	22.50	23.17	23.29
1076	6th 1000 Hours	22.99	23.67	24.39	24.51
1077	7th 1000 Hours	24.13	24.85	25.60	25.73
1078	8th 1000 Hours	25.28	26.03	26.82	26.95
1079	Graduate Apprentice	26.42	27.21	28.03	28.17
1080	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22

DISTRICT

DISTRICT

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
OPERATIONS JOURNEYMAN					
1081	Pre-Apprentice	16.65	17.15	17.66	17.75
1082	1st 1000 Hours	17.26	17.78	18.31	18.40
1083	2nd 1000 Hours	18.41	18.96	19.53	19.62
1084	3rd 1000 Hours	19.55	20.14	20.74	20.84
1085	4th 1000 Hours	20.70	21.32	21.96	22.06
1086	5th 1000 Hours	21.84	22.50	23.17	23.29
1087	6th 1000 Hours	22.99	23.67	24.39	24.51
1088	7th 1000 Hours	24.13	24.85	25.60	25.73
1089	8th 1000 Hours	25.28	26.03	26.82	26.95
1090	Graduate Apprentice	26.42	27.21	28.03	28.17
1091	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22
GENERAL MACHINIST					
1100	Pre-Apprentice	16.65	17.15	17.66	17.75
1101	1st 1000 Hours	17.26	17.78	18.31	18.40

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Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
1102	2nd 1000 Hours	18.41	18.86	19.53	19.62	
1103	3rd 1000 Hours	19.55	20.14	20.74	20.84	
1104	4th 1000 Hours	20.70	21.32	21.96	22.06	
1105	5th 1000 Hours	21.84	22.50	23.17	23.29	
1106	6th 1000 Hours	22.99	23.67	24.39	24.51	
1107	7th 1000 Hours	24.13	24.85	25.60	25.73	
1108	8th 1000 Hours	25.28	26.03	26.82	26.95	
1109	Graduate Apprentice	26.42	27.21	28.03	28.17	
1110	Graduate Apprentice, T/A	28.28	30.16	31.06	31.22	

ELECTRONICS TECH

1200	Pre-Apprentice	16.65	17.15	17.66	17.75
1201	1st 1000 Hours	17.26	17.78	18.31	18.40
1202	2nd 1000 Hours	18.41	18.96	19.53	19.62
1203	3rd 1000 Hours	19.55	20.14	20.74	20.84
1204	4th 1000 Hours	20.70	21.32	21.96	22.06
1205	5th 1000 Hours	21.84	22.50	23.17	23.29

DISTRICT

DISTRICT

Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
1206	6th 1000 Hours	22.99	23.67	24.39	24.51	
1207	7th 1000 Hours	24.13	24.85	25.60	25.73	
1208	8th 1000 Hours	25.28	26.03	26.82	26.95	
1209	Graduate Apprentice	26.42	27.21	28.03	28.17	
1210	Graduate Apprentice, T/A	29.28	30.16	31.06	31.22	

DISTRICT CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
6.39	\$1,108	6.58	\$1,141	6.78	\$1,175	6.81	\$1,180
8.08	\$1,401	8.32	\$1,442	8.57	\$1,485	8.61	\$1,492
8.63	\$1,498	8.89	\$1,541	9.16	\$1,588	9.21	\$1,586
9.17	\$1,589	9.45	\$1,638	9.73	\$1,687	9.78	\$1,685
9.58	\$1,661	9.87	\$1,711	10.17	\$1,763	10.22	\$1,771
10.18	\$1,784	10.49	\$1,818	10.80	\$1,872	10.85	\$1,881
10.44	\$1,810	10.75	\$1,863	11.07	\$1,919	11.13	\$1,929
10.80	\$1,889	11.29	\$1,946	11.57	\$2,005	11.63	\$2,016
11.57	\$2,005	11.92	\$2,066	12.28	\$2,128	12.34	\$2,139
11.86	\$2,056	12.22	\$2,118	12.59	\$2,182	12.65	\$2,183
12.18	\$2,111	12.55	\$2,175	12.89	\$2,241	12.99	\$2,252
12.58	\$2,180	12.86	\$2,246	13.35	\$2,314	13.42	\$2,326
13.29	\$2,304	13.69	\$2,373	14.10	\$2,444	14.17	\$2,456

DISTRICT CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
13.97	\$2,317	13.77	\$2,387	14.18	\$2,458	14.25	\$2,470
13.88	\$2,406	14.30	\$2,479	14.73	\$2,553	14.80	\$2,565
13.89	\$2,408	14.31	\$2,480	14.74	\$2,555	14.81	\$2,567
14.16	\$2,454	14.58	\$2,527	15.02	\$2,603	15.10	\$2,617
14.72	\$2,551	15.16	\$2,628	15.61	\$2,706	15.69	\$2,720
14.93	\$2,588	15.38	\$2,666	15.84	\$2,746	15.92	\$2,759
15.13	\$2,622	15.58	\$2,700	16.05	\$2,782	16.13	\$2,796
15.34	\$2,694	16.01	\$2,775	16.49	\$2,858	16.57	\$2,872
15.60	\$2,704	16.07	\$2,785	16.55	\$2,869	16.68	\$2,882
15.91	\$2,758	16.39	\$2,841	16.88	\$2,926	16.86	\$2,940
16.44	\$2,850	16.93	\$2,934	17.44	\$3,023	17.53	\$3,036
16.65	\$2,886	17.15	\$2,973	17.86	\$3,061	17.75	\$3,077
16.80	\$2,912	17.30	\$2,989	17.82	\$3,089	17.91	\$3,104

DISTRICT CONVERSION TABLE -- 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
17.14	\$2,971	17.65	\$3,059	18.18	\$3,151	18.27	\$3,167
17.26	\$2,992	17.78	\$3,082	18.31	\$3,174	18.40	\$3,189
17.53	\$3,038	18.08	\$3,130	18.60	\$3,224	18.69	\$3,240
17.69	\$3,066	18.22	\$3,158	18.77	\$3,253	18.86	\$3,269
18.19	\$3,153	18.74	\$3,248	19.30	\$3,345	19.40	\$3,363
18.20	\$3,155	18.75	\$3,250	19.31	\$3,347	19.41	\$3,364
18.41	\$3,191	18.96	\$3,286	19.53	\$3,385	19.62	\$3,401
18.51	\$3,208	19.07	\$3,305	19.64	\$3,404	19.74	\$3,422
18.73	\$3,246	19.29	\$3,344	19.87	\$3,444	19.97	\$3,461
18.76	\$3,252	19.33	\$3,350	19.90	\$3,449	20.00	\$3,467
18.91	\$3,278	19.48	\$3,376	20.06	\$3,477	20.16	\$3,494
19.45	\$3,371	20.03	\$3,472	20.63	\$3,576	20.73	\$3,593
19.65	\$3,389	20.14	\$3,490	20.74	\$3,595	20.84	\$3,613

DISTRICT

DISTRICT CONVERSION TABLE -- 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
19.63	\$3,402	20.22	\$3,505	20.83	\$3,610	20.93	\$3,628
19.68	\$3,408	20.25	\$3,510	20.86	\$3,616	20.96	\$3,633
20.27	\$3,513	20.88	\$3,619	21.50	\$3,727	21.61	\$3,746
20.32	\$3,522	20.93	\$3,628	21.56	\$3,737	21.67	\$3,756
20.40	\$3,538	21.01	\$3,642	21.64	\$3,751	21.75	\$3,770
20.47	\$3,548	21.08	\$3,654	21.71	\$3,763	21.82	\$3,782
20.70	\$3,587	21.32	\$3,696	21.96	\$3,805	22.06	\$3,824
21.16	\$3,668	21.79	\$3,777	22.44	\$3,890	22.55	\$3,909
21.50	\$3,727	22.15	\$3,839	22.81	\$3,954	22.92	\$3,973
21.77	\$3,773	22.42	\$3,886	23.09	\$4,002	23.21	\$4,023
21.84	\$3,786	22.50	\$3,899	23.17	\$4,016	23.29	\$4,036
22.18	\$3,844	22.85	\$3,961	23.54	\$4,080	23.66	\$4,101
22.99	\$3,984	23.67	\$4,103	24.39	\$4,227	24.51	\$4,248

DISTRICT

DISTRICT CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
23.27	\$4,083	23.97	\$4,155	24.69	\$4,279	24.81	\$4,300
24.13	\$4,182	24.85	\$4,308	25.60	\$4,437	25.73	\$4,459
24.25	\$4,203	24.98	\$4,330	25.73	\$4,460	25.86	\$4,482
24.47	\$4,241	25.20	\$4,368	25.96	\$4,500	26.09	\$4,522
24.77	\$4,294	25.52	\$4,423	26.28	\$4,555	26.41	\$4,578
25.28	\$4,381	26.03	\$4,512	26.82	\$4,648	26.95	\$4,671
26.28	\$4,554	27.07	\$4,681	27.97	\$4,831	28.02	\$4,856
26.42	\$4,579	27.21	\$4,716	28.03	\$4,858	28.17	\$4,883
27.78	\$4,815	28.61	\$4,959	29.47	\$5,107	29.62	\$5,134
28.57	\$4,952	29.43	\$5,101	30.31	\$5,254	30.46	\$5,280
29.28	\$5,075	30.16	\$5,228	31.06	\$5,384	31.22	\$5,411
30.43	\$5,274	31.34	\$5,432	32.28	\$5,595	32.44	\$5,623
31.29	\$5,423	32.23	\$5,586	33.20	\$5,755	33.37	\$5,784

DISTRICT CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
32.09	\$5,562	33.05	\$5,729	34.04	\$5,900	34.21	\$5,930

2003

January 2003		February 2003		March 2003		April 2003	
S	M	T	W	T	F	S	S
1	2	3	4			1	2
5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28
29	30	31					

May 2003		June 2003		July 2003		August 2003	
S	M	T	W	T	F	S	S
1	2	3				1	2
4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19
20	21	22	23	24	25	26	27
28	29	30	31				

September 2003		October 2003		November 2003		December 2003	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

2004

January 2004		February 2004		March 2004		April 2004	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

May 2004		June 2004		July 2004		August 2004	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

September 2004		October 2004		November 2004		December 2004	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

2005

January 2005		February 2005		March 2005		April 2005	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

May 2005		June 2005		July 2005		August 2005	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

September 2005		October 2005		November 2005		December 2005	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

2006

January 2006		February 2006		March 2006		April 2006	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

May 2006		June 2006		July 2006		August 2006	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

September 2006		October 2006		November 2006		December 2006	
S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

HENRY MILLER

Henry Miller was born in 1891 in St. Louis, Missouri. He worked for the St. Louis Edison Electric and Power Company, but in 1911 he left the idea of forming a union for workers. In the next several years he demonstrated his various skills for organizers in the electrical industry.

However, it wasn't until the St. Louis Exhibition of 1904 that he was able to put wings to his dream. The exhibition prominently featured electricity as a new energy source with tremendous potential for the future. It brought together electrical workers from various companies all over the country and gave Miller his first opportunity for flight organizing. Finally, on December 4, 1911, on the strength of their party organizing efforts, Miller, along with 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 decent benefits, a safe workplace for all workers, and training of apprentices. These would ensure quality workmanship and increased productivity. In addition to serving as President of the International Union he continued to work in the field organizing new people wherever he traveled.

In the era in which he lived, being an electrical worker was extremely hazardous. Fully half of the workers who did this work died on the job. As a result many of his brothers, Henry Miller's life was also cut short. On July 10, 1920, he suffered a severe electrical shock and fell from a high pole. The resulting injuries caused his death at age 30, only five years after he realized his dream of forming a national union. Yet even during the job he loved, working to fulfill his dream of a safe workplace.

IBEW Local 205 was founded in 1940, and in 1947 workers of SRP were organized. As we continue our partnership, we honor Henry Miller by designating our personal business time with his name. We are doing this to recognize his ideas of promoting workplace safety, striving to be the best workers in the industry, and taking great pride in the quality and craftsmanship of our work.

IBEW Local Union 205 and Salt River Project have agreed to allow employees to take up to 3 hours of personal business leave in commemoration of Henry Miller.

AGREEMENT

Between

**Salt River Project
Agricultural Improvement
and Power District
Phoenix, Arizona**



and



**International Brotherhood
of Electrical Workers
Local Union 266
A.F.L. - C.I.O.**

**December 14, 2002
through
November 15, 2005**

REPRINTED

RAWA30

**This publication replaces
an earlier, incomplete printing
and will serve as the final,
approved issue of the
2002-2005 agreement
between Salt River Project
Agricultural and Improvement
District and
Local 266 of the International
Brotherhood of Electrical
Workers.**

KEY

unchanged language

language previously in contract

new language

language **NOT** previously
in contract

AGREEMENT

between

**Salt River Project
Agricultural Improvement
and Power District
Phoenix, Arizona**



and



**International Brotherhood
of Electrical Workers
Local Union 266
A.F.L. - C.I.O.**

**December 14, 2002
through
November 15, 2005**

Printed by members of IBEW Local 266

**NAVAJO
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AGREEMENT

THIS AGREEMENT is made and entered into as of **December 14, 2002**, by and between the Salt River Project Agricultural Improvement and Power District, "District," and Local Union 266 of the International Brotherhood of Electrical Workers, an affiliate of the American Federation of Labor-Congress of Industrial Organizations, "Union."

The following terms, when used in the Agreement, shall have the meanings specified:

1. "Navajo Generating Station" means the three (3) coal fired steam electric generating units and all facilities and structures used therewith or related thereto, including the coal haul railroad, lake pumping station, 230 kV switchyard and ash disposal.
2. "Salt River Project" or "Project" means the Salt River Project Agricultural Improvement and Power District and the Salt River Valley Water Users' Association collectively.
3. "Plant Manager" means the Plant Manager of the Navajo Generating Station.

WITNESSETH:

The Union is recognized as the bargaining agent for employees of the District covered by Exhibit "A" attached.

To facilitate the peaceful adjustment of any differences that may arise from time to time between the District and its employees at the Navajo Generating Station, and to promote harmony and efficiency, to the end that the District, the Union and the public generally shall benefit, the parties agree as follows:

**ARTICLE I
DISTRICT-UNION RELATIONSHIP**

Section 1. Employees Covered

The District recognizes the Union as the bargaining agent of all employees working in the classifications covered by Exhibit "A" of this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment as outlined in this Agreement; The District shall not remove any of the classifications in Exhibit "A" into salaried positions.

Section 2. Mutual Objectives

The District is engaged in the generation and distribution of power and energy to homes, hospitals, farms and businesses and is obligated to the public to maintain continuous operations. The obligation to provide continuous service during the term of this Agreement rests upon both the District and its employees. The District and the Union agree that the primary objective of the District is to provide superior service to its customers at the lowest cost consistent with its obligation to provide fair wages and working conditions to all of its employees. To achieve that objective requires the united efforts and teamwork of the District, its employees and the Union. The Union agrees for itself and on behalf of its members, who are employees of the District, that they shall individually and collectively perform loyal and efficient work and service; that they shall avoid and discourage waste of materials and manpower; that they shall use their influence and best efforts to protect the property of the District and its service to the public; and, that at all times they shall cooperate in promoting the District's

welfare and in assuring the uninterrupted continuance of the District's services.

Section 3. Mutual Cooperation

The District and the Union shall mutually cooperate to promote harmony and efficiency among the District's employees. Representatives of the District shall meet upon reasonable notice with authorized representatives of the Union to discuss any grievances arising out of this Agreement in accordance with the provisions of Article VIII. These meetings normally shall be conducted outside of working hours.

Section 4. Separability of Contract.

- (A) In the event that any provisions of this Agreement are adjudged to be invalid for any reason by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- (B) No provisions of this agreement shall limit or restrict management's ability to comply with Federal, State or Local law.

Section 5. Bulletin Boards

The District shall provide a space in each department/division on which the Union may post official bulletins. The Union shall supply bulletin boards no larger than six (6) square feet. Official bulletins of the Union shall be on the letterhead of the Union or shall be signed by an authorized representative of the Union. Only Union stewards or other authorized representatives of the Union may post or remove official Union notices.

Section 6. Access to Plant by Union Representative

The authorized business manager and/or assistants of the Union, upon advance notification to the supervisor in charge, shall have access to the District's properties or other work locations during working hours for the purpose of observing working conditions, provided that the employees are not interfered with in their work.

Section 7. Union Solicitation

- (A) No solicitation for Union membership shall be conducted on District time.
- (B) The District agrees to provide adequate time for the Union at each New Employee Orientation to present information about Union membership, purpose and commitment to safety.

Section 8. Equal Application of Contract Terms

In carrying out the provisions of this Agreement, neither the District nor the Union shall discriminate against any individual because of race, color, religion, sex, national origin, age, handicap or status as a Vietnam era veteran or disabled veteran in regard to any position for which the individual is qualified, provided, however, this Section shall not prohibit the District's performance of any obligations undertaken by the District to give preference to qualified Navajos for working on or near the Navajo Reservation in keeping with the provisions therefore contained in the Civil Rights Act of 1964, as amended, at Title 42 U.S.C. 2000e-2(f).

Section 9. Safety

- (A) All employees shall observe all safety rules and regulations now or hereafter established for the Project by the Joint Accident Prevention Rules Committee. The safety rules and regulations are set forth separately under the title of "Accident Prevention Rules." The President of the Union and the General Manager of the Salt River Project must approve all safety rules and regulations. Supervisors shall administer disciplinary action for violation of safety rules or regulations within the provisions of positive discipline. The disciplinary action may be grieved.
- (B) The Project shall furnish such safety devices and first aid kits as may be needed for the safety of employees.
- (C) **The Project shall provide one (1) pair of safety prescription sunglasses and one (1) pair or regular prescription safety glasses per year for employees who require prescription glasses under the terms of the Project's Vision Plan benefit.**
- (D) The Project shall contribute up to twenty-five dollars (\$25) every year, for steel-toed footwear, which complies with American National Standard Institute's standard number z41 (1983), for each employee, who is required to wear such footwear to perform their job. To receive reimbursement, the employee must provide management with a receipt for the new footwear.

**ARTICLE II
DEFINITIONS, WORK RULES AND
GENERAL PROVISIONS**

Section 1. Management of District

Except for matters specifically agreed upon herein, the District, shall have the right to alter any procedure or custom or direct the manner of the accomplishment of any work, and to make any changes in its organization, method or plan of operations that it shall deem advisable. The Union shall be notified of all major changes and such changes shall be discussed with the Union before they are put into effect.

Section 2. No Strikes. No Lockouts

- (A) During the term of this Agreement, the District agrees that there shall be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there shall be no authorized, concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott or any type of organized or concerted interference, express or implied, direct, indirect, coercive or otherwise, with the District's business. The Union further agrees that should any such acts be committed by any employee or employees, it shall openly and publicly denounce and discourage said acts.
- (B) It is mutually understood and agreed that the District shall have the right to take disciplinary action including discharge, against any employee who may engage in any unauthorized stoppage, strike, slowdown or who is negligent in the performance of the work of the District, subject to the Union's right to present a grievance with

respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular employee is engaged in participating or encouraging any violation of the provisions hereof. In accordance with the District's right to discipline, up to and including discharge, for violations of this section, the District shall have the option to retain employees guilty of such violations where it is in the best interests of the District to do so, provided, however, said employees may forfeit all seniority and become probationary employees. *See Article VI, Section 2.

Section 3. Employee Classes and Status

The following definitions shall apply to the classes and status of persons employed by the District:

- (A) **Regular Full-Time Employee**—any employee who has been employed to work full-time for an indefinite period of time.
- (B) **Regular Part-Time Employee**—any employee who has been employed to work at least four (4) hours per day or twenty (20) hours per week on a regular basis and for an indefinite period of time.
- (C) **Provisional Employees** - Any employee who has been employed to work in agreed upon classifications, has limited benefits, and does not possess any layoff rights or seniority. Provisional employees do not have the benefit of the grievance/arbitration procedure when terminated from the employment of SRP for any reason.

- (D) **Temporary Employee**—any employee who has been employed to work full-time for a definite period not to exceed two hundred seventy (270) days.
- (E) **Variable Employee**—any employee who has been employed to work intermittent periods of time, depending upon the employee's voluntary availability and District work requirements, for an indefinite period of time.
- (F) **Student Employee**—any employee who has been hired to work not more than one (1) year who is a high school student enrolled in a cooperative education program or a high school or college student hired to work between the spring and fall semesters. Student employees shall be paid at the appropriate rate for the classification worked. Student employees shall not be eligible for benefits or bidding rights.

Section 4. Work Day and Work Week

- (A) Except as hereinafter otherwise provided, eight (8) hours shall constitute a normal work day, and five (5) consecutive days from Monday through Friday shall constitute a normal work week.
- (B) The District shall establish the work day and work week of any and all employees who are engaged in the performance of duties relating to operations of a continuous nature or whose duties are such that they cannot be performed in a normal work day or a normal work week.

Section 5. Shift Definitions and Payment of Shift Differential

The amount of shift differential pay, if any, which shall be due an employee shall be determined by the employee's shift starting time. Starting times within each shift shall be governed as follows:

- (A) **Day Shift**—all eight (8)-hour periods scheduled to begin at 4:00 a.m. or thereafter but before 12:00 Noon.
- (B) **Swing Shift**—all eight (8)-hour periods scheduled to begin at 12:00 Noon or thereafter but before 8:00 p.m. (\$5¢/hr.)
- (C) **Graveyard Shift**—all eight (8)-hour periods scheduled to begin at 8:00 p.m. or thereafter but before 4:00 a.m. (95¢/hr.)

Section 6. Work Schedules

- (A) Work schedules shall be established by the department heads to conform with work requirements. Scheduled starting time is the time employees are asked to report for work by their supervisors. Management and the Union from time to time may enter into agreements providing for alternate work schedules.
- (B) Types of work schedules as established by the department head shall be:
- (1) Normal work week—Monday through Friday, eight (8) hour work days, with starting time as established by department head.
 - (2) Continuous (shiftman) coverage—seven (7) days per week and twenty-four (24) hours

per day with scheduling and working conditions as stated in Article II, Section 16.

- (3) Non-continuous multi-shift where work requirements are such that employee coverage is regularly needed on Saturdays and/or Sundays, on one or more scheduled shifts.
- (4) The District may determine it necessary to schedule employees to work on their normal days off. When this occurs, employees may be granted one (1) or two (2) days off other than their normal days off. These alternate days off shall be designated only at the request of the employee; approval or denial of one (1) or two (2) alternate days off shall be at the discretion of the District. In the event only one (1) alternate day off is requested and approved it is understood that day shall be designated the second (2nd) day off.
- (C) All position vacancies shall be filled by bid and the applicable type of work schedule or shift shall be stated on the bid sheets.
- (D) If it is necessary to change the permanent work schedule of hours worked or days off for any group of employees, the District shall first meet with Union representatives and explain the basis of need for the change and the new schedule. The new working schedule assignments shall first be bid within the group of employees affected and an attempt shall be made to fill the schedule by this bidding or by mutual agreement. If the assignments to the new work schedule are not

voluntarily filled by this procedure, the positions shall be filled on the basis of department seniority.

- (E) Where work coverage is required on Saturdays and/or Sundays, a schedule of days off shall be established whenever possible so that no employee has a work schedule that does not provide for some Saturdays and Sundays off.
- (F) When a schedule of rotating days off is not possible in providing work coverage for Saturdays and Sundays, the job shall be filled by the normal bid procedure when a vacancy occurs in an assignment to this schedule.

Section 7. Change of Work Week

It is understood and agreed that if, during the term of this Agreement, the current forty (40) hour work week is changed by Federal legislation, either party may reopen the Agreement with reference to wages or such other matters as may be affected, by serving sixty (60) days written notice to the other party within ten (10) days from the date the work week is changed.

Section 8. Commencement of Work for Scheduled Work

No time shall be allowed to any employee for reporting to or returning from their established headquarters. All authorized time spent in traveling from the employee's headquarters to and from the job shall be considered time worked.

Section 9. Assignment of Work

- (A) Work assignments for all employees in each classification are outlined in the approved job descriptions now in effect. The District reserves

the right to add to, delete from or amend these job descriptions as necessitated by future changes in operations in accordance with the established job evaluation procedure, with advance notification of such changes to the Union. The phrase "as necessitated by future changes in operation" used in this paragraph is agreed to mean such changes as the use of new equipment, or where the character of the job has materially changed due to a change in circumstances not existing when the job was evaluated. However, where there is no change in circumstances and the District adds to, deletes from or amends a job description, the District shall negotiate the wage rate for the revised job prior to putting the job into effect. Questions concerning the evaluation or re-evaluation of jobs covered by this Agreement which cannot be resolved by means of this procedure are subject to further review in accordance with the grievance procedure as set forth in Article VIII of this Agreement. If no agreement is reached, then the issue of the wage rate shall be submitted to binding arbitration as provided for in Article VIII. The District may assign a temporary rate to a new job for a period of up to one hundred twenty (120) working days pending the establishment of a formal rate by the established job evaluation procedure. In the event the formal rate results in a lower grade than that temporarily assigned by the District, the employee shall receive the rate appropriate to the job beginning the pay period immediately following the formal rating. In the event the formal rate results in a higher labor grade than that temporarily assigned by the District, rates

applicable to the proper grade shall be paid retroactive to the date of the employee's assignment to the new job. When the District establishes a formal rate for a new or changed classification, the District shall:

- (1) Prepare a new or revised job description.
 - (2) Present to the Union in writing the job description, the formal rate of pay, and its effective date. If the formal rate of pay for a new or changed job is not satisfactory, the grievance procedure shall herein be followed and only the formal rate of pay for such new or changed job assignments shall be subject to the grievance and arbitration provisions of this Agreement.
- (B) The composition of the various crews required by the District's operations shall be determined by the character of the work normally performed.
 - (C) Except as hereinafter otherwise provided, salaried personnel shall not handle tools or do that class of work required of hourly workers except as required in case of emergency, for technical work, for training, or for instructional purposes.
 - (D) Salaried employees may work with tools as required in doing technical work in the computer, environmental, electronic and chemical areas.
 - (E) Tradeshelpers, Groundmen or Laborers shall not do the work of a Journeyman, work on or adjacent to unguarded energized conductors, work in elevated areas requiring special climbing skill or training, or shall not work alone on electrical installations from a bucket or platform truck unless

assisting a Journeyman who is in the bucket or on the platform.

- (F) Employees temporarily assigned to work the Navajo Generating Station shall be paid the appropriate rate under Exhibit "A" of the Navajo Contract where workers assume the full duties and responsibilities of the job.

Section 10. Headquarters

- (A) "Established Headquarters"—any headquarters designated by the District with proper advance notice for the purpose of engaging in work where such work shall continue indefinitely.
- (B) "Temporary Headquarters" — any headquarters designated by the District for the purpose of engaging in work where such work shall continue for a temporary period. The District at its option may establish temporary headquarters at any location.

Section 11. Determinations and Notices

- (A) The determination as to whether any headquarter assignment is established or temporary shall be made by the District and proper advance notice thereof shall be given to the employees affected.
- (B) The District shall notify all employees at least twenty-four (24) hours in advance of going to temporary headquarters for one (1) night or more for out-of-town work or shall notify the employees so affected prior to the close of the preceding shift worked. In the event that less notice than that specified above is given, except in case of emergency and except for the relief of employees

unable to complete out-of-town work which they have been assigned due to illness or other personal reasons outside the responsibility of the District, the employee affected shall receive one-half (½) time in addition to the applicable rate for the first eight (8) hours. Employees assigned to out-of-town work during an emergency or to relieve employees unable to complete an assignment due to illness or personal reasons outside the responsibility of the District, shall be paid their straight time or regular rate during such assignment. "Emergency work" as used in this Section is meant to be that work necessitated by flood, fire, disaster, or other such unusual conditions.

Section 12. Notice of Return to Work

Employees returning to work after any illness, accident or unscheduled absence shall give to their supervisor at least eight (8) hours notice before returning to work.

Section 13. Change in Established Work Schedules
(For provisions relating to shiftmen, see Article II, Section 16)

(A) Definitions:

- (1) Work day — eight (8) hours per day regardless of start time.
- (2) Start time — the time of day the supervisor designates that an employee begin the work day.
- (3) Start Time Change — when the employee's start time is changed within the confines of the current shift's time range.

- (4) Shift — day, swing and graveyard shifts as defined in Article II, Section 5 (A), (B), and (C); each having their specific time ranges.
 - (5) Current shift - the shift within which the employee's start time lies.
 - (6) Shift Change - when the employee's start time is changed from the confines of their current shift's time range to that of another shift's time range.
 - (7) Shift Change Notice - forty (40) hours notice must be given prior to the start time for any shift change.
 - (8) Start Time Change Notice - twelve (12) hours notice must be given prior to any change in start time.
- (B) When an employee's shift is changed for a period of three (3) work days or less, or more than one hundred fifty (150) calendar days, the employee shall be paid one and one-half (1½) times BHR for that time worked during the changed period.
- (C) Except in the shift change circumstances described above and a shift change notice is not given, the employee shall be paid one and one-half (1½) times BHR for their first work day. On the second (2nd) and subsequent eight (8) hour work days on the new shift, straight time rates shall prevail. When shift change notice has been given straight time rates shall prevail. The employee must have at least fifteen and one-half (15½) hours off between work days, when resuming their prior established shift or shall receive one and one-half (1½) times BHR for the first work day. If the employee is required to report to work after

fifteen and one-half (15½) hours off, the straight time rate shall prevail.

- (D) When an employee's start time is changed, proper start time change notice shall be given. When start time notice is not given, the employee shall be paid one and one half (1½) times BHR for the first two hours of that work day. When start time notice is given, the straight time rate shall prevail.
- (E) Deviations from established shifts or start times, with or without use of notice provisions, and without premium pay, can be made when such changes are mutually agreed upon.

Section 14. Inclement Weather

- (A) It is management's intent to utilize the work force productively. However, if weather conditions or weather-related conditions are such that no scheduled work or training can be undertaken, employees reporting to work shall be granted at least two (2) hours pay, unless notified before the close of their work day that no work shall be performed the following day. It being understood, however, that such employees may be held at headquarters for trouble calls. Employees who report for scheduled overtime work on their sixth (6th) or seventh (7th) day but are sent home because of inclement weather shall receive two (2) hours show-up pay or pay for actual time worked whichever is greater. Employees shall not receive any pay if they call their supervisors or their supervisors call them before reporting for scheduled overtime work and are told not to come in that day because of inclement weather. If they are unable to contact their supervisors, employees are advised to report to work anyway.

- (B) Employees working on the job when inclement weather occurs and work cannot continue will be paid a minimum of four (4) hours.

Section 15. Journeymen and Apprentices

The following definition and regulations govern the employment of Journeymen and Apprentices in the various trades of the District:

- (A) The term Journeyman shall apply to a worker who has served a formal Apprentice program or the equivalent thereof in one (1) of the recognized crafts established by the District.
- (B) Apprentices, after serving their full Apprenticeship years, shall be retained at the rate next below a Journeyman's rate, until an opening occurs for a Journeyman or for a period not to exceed an accumulated period of one (1) year, after which time the employee shall be progressed to the status of a Graduate Apprentice, Thereafter and paid at the Journeyman rate on a special classification number.
- (C) The ratio of Apprentices to Journeymen shall be determined by the future requirements for Journeymen but shall not exceed one (1) Apprentice to every one (1) Journeyman in each classification.
- (D) An Apprentice, other than a Graduate or Thereafter, shall work under the guidance of a Journeyman or supervisor who is a Journeyman in the trade and under no circumstances shall such Apprentice be entitled to temporary upgrades.

- (E) The District and its Apprentices shall abide by the rules and regulations of the Apprenticeship Standards and Affirmative Action Plan for the recruiting, selection and training of Apprentices as established in the District by the Joint Apprenticeship Committee and approved by the Joint Union-Management Negotiating Committee, including those which have been approved or may hereafter be approved by the Arizona Department of Economic Security. These rules and regulations are a part of this Agreement.

Section 16. Shiftmen

- (A) Shiftmen are those employees who are engaged in the performance of duties relating to operations of a continuous nature requiring that work be scheduled twenty-four (24) hours a day, seven (7) days a week, on a scheduled rotating shift basis. At present, those employees who are considered to be shiftmen are:
- (1) Operating employees of all power plants, including the railroad.
 - (2) Maintenance employees in power plants where jobs are so bid and full shift coverage of seven (7) days per week and twenty-four (24) hours per day is needed.
- (B) "Shift schedule" as used herein shall mean any work schedule established for shiftmen. The District shall establish a schedule providing for rotation of shifts and days off.
- (C) Changes in regular shift schedules shall be posted a minimum of forty (40) hours in advance.

- (D) Except on emergency work, no shiftman shall be required to work any split shift or split work week.
- (E) Emergency relief of shiftmen shall be defined as being caused by illness or other inability of the regularly scheduled employee to work their shift due to no fault or action of the District. In providing for emergency relief of shiftmen, other employees from either rotating shift or relief shift (and not necessarily working the same schedule or hours as the employee relieved) may be transferred to the relief duty. A minimum of fifteen and one-half (15½) hours off duty shall be allowed when transferring other employees from either rotating or relief shifts. Except for one (1) short change per week, the employee shall be paid at the overtime rate for the first shift worked if less than fifteen and one-half (15½) hours off duty is allowed. The notice and sleep time provisions do not apply for emergency relief of a shiftman.
- (F) When relieving shiftmen for a reason other than emergency, as defined in paragraph (E) above, or when changing a regular shift schedule, relieving employees shall have at least fifteen and one-half (15½) hours off duty and forty (40) hours notice prior to commencement of the first shift on a new schedule. Failure to give such time off between shifts or such notice shall cause employees to be paid for the first shift on the new schedule at the overtime rate. When a shiftman works his/her regularly scheduled days off, the employee shall be paid at the overtime rate, provided, however, when the employee returns to his/her regularly scheduled shift after working his/her days off, no premium pay for a short change shall result.

- (G) Sleep time for shiftmen is the period of time beginning twelve (12) hours prior to the start of their scheduled shift and ending four (4) hours prior to the start of their scheduled shift. All worked sleep time will be paid at two and one half (2½) times BHR.
- (H) Rest time is the period of time the employee shall be allowed off during the next regular shift equivalent to their sleep time hours worked. Shiftmen except when providing emergency relief as described in paragraph (E) above are eligible for rest time. Rest time shall not extend past the end of the employee's regular shift and shall be scheduled at the end of the regular shift except when by mutual agreement, time off may be scheduled at the beginning of the regular shift.
- (I) When a shiftman qualifies under Article II, Section 16 (G) for and is required to work rest time, the employee shall be paid two (2) times BHR.
- (1) A shiftman who is scheduled to work on his/her first (1st) regular day off and is also required to work his/her rest time shall be paid at one and one half times (1½) BHR except for rest time worked which shall be paid at two (2) times BHR.
 - (2) A shiftman who is scheduled to work on his/her second (2nd) regular day off shall be paid two (2) times BHR.
 - (3) The words "regular" and "scheduled" for purposes of application in paragraphs (G), (H) and (I) above are to be considered synonymous.

- (J) Shiftmen shall be granted sleep time if it is earned prior to a scheduled vacation day.

Section 17. Contracted Work

- (A) It shall be the Project's policy that all its usual and customary work shall be done by its regular forces, and so to manage, control and allocate its work, seasonal and climatic conditions permitting, as to reduce to a minimum layoffs and reductions of job opportunities of its forces. To that end the Project shall endeavor in good faith not to contract out work usually and customarily performed by its regular employees at a time when such work can be performed by them. It is mutually recognized, however, that from time to time circumstances shall require the Project to contract out certain work. Labor and Management will periodically review the projected workload forecast for the affected area.
- (B) In the event it becomes necessary to award construction, maintenance or service work of the type usually and customarily done by its field, shop or clerical forces to a private contractor, the District shall notify the Union of such contract work and the name and address of the contractor. Such notification shall be made by the Labor Relations Department before or concurrent with notification of successful bidder and prior to starting the contracted work.

ARTICLE III

WAGES, DEDUCTIONS AND PAY PRACTICES

Section 1. Wages

- (A) The wages to be paid to employees covered by this Agreement shall be set forth in Exhibit "A." attached hereto and made a part hereof.
- (B) An employee shall be notified when his/her time record has been changed and the change shall affect the amount of pay received.
- (C) Paychecks shall be available on Friday at the Navajo Generating Station. Employees not scheduled to work Friday may pick up their checks at the administration building.

Section 2. Payroll Deductions

Upon the individual and voluntary written authorization of any employee to assign a portion of the employee's wages to the Union, the District shall deduct from the wages of such employees such amounts as are so assigned and remit same to the Union until such time as the assignment may be revoked by the employee. Such deductions will be made the first two pay periods of each month.

Section 3. Overtime

- (A) Except as hereinafter otherwise provided, the following work shall be paid at the rate of time and one-half (1½) BHR.
- (1) Work performed before or after eight (8) straight time hours in any one (1) work day or forty (40) straight time hours in any one (1) work week.

(2) Work performed on a regularly scheduled day off except in cases where the employee voluntarily absents him/herself from the job during the week without notice and except as otherwise provided in Article III, Section 4, paragraph (A).

(3) Work performed after six (6) hours but before a meal break.

(B) EMERGENCY

Emergency overtime occurs when employees are required to work overtime and have been given twelve (12) hours or less notice to report to work. It is the Project's policy that during emergencies employees are required to fulfill the District's obligation to maintain and/or restore service to its customers. The District shall be exempt from the obligation to distribute emergency overtime as fairly as possible.

(C) SCHEDULED

Scheduled overtime occurs when employees are required to work overtime and have been given more than twelve (12) hours notice. When scheduled overtime is required, it is the policy and intent of the District to require those employees in the classification needed to accomplish said work function to work overtime. Further, when overtime is required, the District shall make reasonable efforts to provide a fair distribution of overtime work among employees in the same classification, based on their skills and expertise, within the cost center and shift involved, in accordance with the following procedures:

(1) A bi-weekly record of scheduled and emergency overtime hours worked shall be maintained by the cost center. The schedule shall list the employees by name and shall show the day(s) and estimated hours of overtime scheduled. When an employee is asked to work scheduled overtime and the employee does not make him/herself available, the employee shall be charged, for distribution of overtime purposes, with the same number of hours which the employee who accepts the work is credited with converted to straight time hours. Acceptable excuses for not responding and not charging as refused overtime shall include death in the employee's immediate family (mother, father, brother, sister, spouse or qualified dependents), jury duty, authorized vacation, recognized Union duties, military obligations and verified illnesses.

(2) When an employee's name is added to an occupational group in which the employee's name has not previously been included, the employee shall assume the highest number of hours posted for an employee in the same classification and the overtime hours the employee had previously been credited with, shall be canceled.

(3) Overtime work shall be distributed as fairly as possible on a payroll year basis, among the employees in the job classifications required to perform such overtime work.

(4) When an employee has not been given the opportunity to work overtime as provided

herein, that employee shall be afforded the next overtime available for which the employee is qualified, within the same payroll year.

- (5) Except for emergency overtime, those employees who work Monday through Friday that are requested to work overtime on Saturday, shall be notified by the end of their shift on the preceding Thursday, and those employees requested to work Sunday shall be notified by the end of their shift on the preceding Friday. Those employees requested to work a holiday overtime shall be notified two (2) days prior to the holiday. (For provisions relating to shiftmen, see Article III, Section 7 (B))
- (6) Crews or personnel may not be changed for overtime distribution purposes when, in the District's judgment, such changes shall adversely affect job continuity, schedules, quality or costs.
- (D) The maximum rate that can be earned under this Agreement for any reason or combination of reasons is four (4) times the basic hourly rate. Each overtime factor shall be additive and not compounded.
- (E) All time worked in excess of sixty (60) hours in a work week shall be paid at the double time (2x BHR) rate. Bi-monthly printouts of overtime shall be posted on NGS bulletin boards.

Section 4. Miscellaneous Pay Provisions

(A) Sunday and Holiday Work

Work performed on Sundays and Holidays shall be paid at the rate of two (2) times BHR. It is understood that "Sunday" for shift workers shall be the second (2nd) of two (2) consecutive days off, and the fourth (4th) of four (4) consecutive days off.

(B) Call-out Time

- (1) Except as hereinafter otherwise provided, a minimum of two (2) hours at the rate of time and one-half (1½) shall be paid any employee who is called out by duly authorized person or persons for the purpose of working outside the employee's established hours of work. If the call-out period overlaps into the established hours of work other than for emergency work, the employee who has been called out shall be paid at the overtime rate only for that time worked outside the employee's established hours of work.
- (2) When called out to report for an immediate call-out, (employee must report within two (2) hours of call) the employee's compensation shall be calculated from the time the employee accepts the call-out from his/her supervisor, or other duly authorized person. Employees accepting immediate call-outs will be paid an additional one half (½) time for the first two hours.

- (3) Except as otherwise provided, employees who are required to perform work due to call-out during other than their regular working hours shall be paid at the rate of time and one-half (1½) until the employee is released or he enters his regular work shift. When such call-out extends into the employee's regular work shift, he shall revert to BHR unless meal or other premium penalties are involved.
 - (4) If an employee has worked more than eight (8) hours of call-out overtime work, and said work continues into the employee's regular shift, the employee shall continue to receive a minimum of one and one half (1½) times BHR until released.
- (C) Sleep Time (For provisions relating to shiftmen, see Article II, Section 1B)
- (1) Sleep time is the period of time beginning ten (10) hours prior to the start of their scheduled shift and ending two (2) hours prior to the start of their scheduled shift. All worked sleep time will be paid at two and one half (2½) times BHR. Rest time is time the employee shall be allowed off during the next regular shift equivalent to their sleep time hours worked.
 - (2) Rest time shall not extend past the end of the employee's regular shift. Time off shall be scheduled at the end of the regular shift except when by mutual agreement, time off may be scheduled at the beginning of the regular shift.

- (3) Except as otherwise provided, when an employee qualifies under Article III, Section 4 (C) (1) and is required to work rest time, the employee shall be paid two (2) times BHR.
 - (4) Employees scheduled to work their sixth (6th) day (1st regular day off) and are also required to work their rest time shall be paid one and one half (1½) times BHR except for rest time worked which shall be paid at two (2) times BHR.
 - (5) Employees scheduled to work on their seventh (7th) day (2nd regular day off) shall be paid two (2) times BHR.
- (D) Employees scheduled to work on their regularly scheduled days off shall not be entitled to sick leave if they become ill and are not able to report for work.

Section 5. Pay for Temporary Classifications

- (A) Qualified employees temporarily assigned to a different hourly job that has higher pay rate(s) shall receive the prevailing rate of pay for such higher hourly jobs during the period of such assignment, provided however, that to qualify for temporary upgrading, an employee must be able to assume the full duties and responsibilities of such higher hourly classification. For temporary upgrading purposes the prevailing rate of pay for jobs with progressionary steps is defined to mean the beginning rate for the job. However, in no event shall the amount for a temporary upgrade as described above be less than three percent (3%) above the employee's current base hourly

rate nor more than the highest rate per hour for the hourly classification of temporary assignment.

- (B) Employees in hourly classifications listed in Exhibit "A", (except summer students), who satisfy the qualifications of a higher salaried non-supervisory classification and are able to assume the full duties and responsibilities of a higher salaried classification, shall be paid three percent (3%) above the employee's regular hourly rate of pay for the duration of such assignment. A higher salaried non-supervisory classification is defined as the "Salary Range Minimum" specified by the prevailing salary structure that exceeds the regular rate of the hourly employee.
- (C) Employees upgraded temporarily to a salaried supervisory position shall be paid three percent (3%) per hour above the appropriate Working Foreman, Thereafter rate when the line of progression includes the classification of Working Foreman, First (1st) Year and Thereafter, and for other salaried supervisory jobs the employee shall be paid at a rate of three percent (3%) above the highest classification supervised. It is agreed that for purposes of clarification of temporary upgrading at NGS, the Mechanical Working Foreman classification applies to the Journeyman classification of:
- (1) Insulator—Sheet Metal Worker
 - (2) Metal Fabricator
 - (3) Machinist
 - (4) Mechanic, Auto General
 - (5) Mechanic, Plant
 - (6) Mechanic, Instrument

- (D) Travel, in conjunction with a temporary upgrade assignment, does not in itself qualify the employee for temporary upgrading; therefore, travel time shall be paid at the employee's base rate, not at a temporary upgrade rate. Permissible exceptions are temporary upgrades to working supervisory type classifications, etc., which involve performing productive type work duties of the higher classification during travel time. As such, travel is incidental to the work being performed by the employee during the travel period. Under such circumstances, the employee shall be paid that portion of the travel time during which the employee discharged the productive type work duties of the higher classification. In no event shall traveling in itself be construed to be the assumption of the duties of a higher classification.

Section 6. Pay and Status for Provisional Employees

- (A) An employee hired to fulfill a provisional assignment shall be paid at the rate established for the classification in which the employee shall work.
- (B) Such employees shall become a regular employee before any seniority is established. Such employees must submit bids for regular jobs in higher classification and are strongly encouraged to bid on jobs in other classifications in accordance with Article V, Section 1, at any time after the employee's original hire date. (The six (6) month in classification requirements for bidding shall not apply to provisional employees bidding on Apprenticeship positions.)

- (C) Provisional employees shall accrue no seniority. Department seniority for provisional employees will be credited to them from their last hire date at the time they receive a regular job, if that job is in the same department. If hired into another department, the departmental seniority starts at the time the bid is awarded.
- (D) Provisional employees are eligible for limited health and holiday benefits as well as those benefits required by law.

Section 7. Pay and Status for Temporary Employees

- (A) An employee hired for temporary employment such as seasonal and/or special assignments shall be designated "temporary employee" and shall be paid at the rate established for the classification in which the employee shall work.
- (B) Such employee shall serve two hundred seventy (270) calendar days before any seniority and benefits are established, except to the extent required by law. Such employee may submit bids for regular classifications in accordance with Article V, Section 1, at any time after the original date of hire. At the beginning of the two hundred seventy-first (271st) day of employment, seniority and benefits shall be reinstated to the original date of hire.
- (C) A regular employee may bid and be accepted on a temporary assignment without loss of benefits, provided the employee's regular job is filled by a temporary assignment or unless such bid is to prevent the regular employee from being laid off.

Section 8. Holiday Pay

- (A) On those holidays specifically enumerated in Article IV, Section 1, all employees, except as herein otherwise provided, shall be given the day off from work and paid holiday allowance of eight (8) hours pay at their regular straight time hourly rates.
- (B) Shiftmen, and those employees on non-continuous multi-shift work may, by the decision of the supervisor and with forty (40) hours notice, be given the day off if the holiday falls on one of their regularly scheduled days to work or another day off in lieu thereof if the holiday falls on the sixth (6th) or seventh (7th) day of their work week; if they are required to work they shall be paid the holiday allowance in addition to the pay they receive for the hours actually worked during that week. If given less than forty (40) hours notice, the employee shall have the option of working the regularly scheduled shift or taking the holiday off.
- (C) All employees required to work on a holiday shall be paid two times (2) BHR for the hours actually worked in addition to the holiday allowance, except as otherwise mutually agreed to in writing.
- (D) In order to qualify for holiday pay allowance, except as hereinafter provided, every employee shall have worked a minimum of thirty-two (32) regular time hours in the work week in which one (1) paid holiday shall occur, or twenty-four (24) hours in a work week in which two (2) paid holidays shall occur, unless excused from work by the District as a result of earned sick leave, earned vacation, unfavorable weather conditions

or excused leaves of absence. Holidays shall be paid for the first six (6) months of excused leave. **Provisional employees shall receive pay for fixed holidays even in the event they are ill, on excused leave, or vacation during the week of the holiday.**

**ARTICLE IV
EMPLOYEE'S BENEFITS AND PAID EXPENSES**

Section 1. Holidays

(A) The following days shall be recognized as holidays under the terms of this Agreement:

New Year's Day

* Martin Luther King Jr's Birthday,
third Monday in January

* Washington's Birthday, third Monday in February
Memorial Day, last Monday in May

July Fourth

Labor Day, first Monday in September

* Veteran's Day, November 11 of each year

Thanksgiving Day, recognized national holiday

Thanksgiving Friday.

Friday following Thanksgiving

Christmas Eve

Christmas Day

(B) * The above three (3) holidays preceded by asterisks shall be considered "flexible holidays" and shall be treated for administrative purposes as vacation days. i.e., rules for use and accrual of vacation under Article IV, Section 2, shall apply.

(C) The District shall select Friday if the holiday falls on Saturday and Monday if the holiday falls on Sunday or elect to pay the holiday allowance in lieu of a day off by giving ten (10) days notice of the alternate selection. If Friday is already a holiday, then the Saturday holiday shall be taken

on Thursday. Likewise, if Monday is already a holiday then the Sunday holiday shall be taken on Tuesday. These provisions do not apply to employees on work of a continuous nature or multi-shift work as defined in Article II, Section 6(B) who shall recognize the holidays as shown above as they fall.

(D) Holiday allowance eligibility for regular part-time, temporary and variable employees shall be as follows:

- (1) Regular part-time employees [as defined in Article II, Section 3(B)] shall be eligible for paid holiday allowance based on the number of hours worked per week. An employee working twenty (20) but less than thirty (30) regular hours per week shall be entitled to four (4) hours of paid holiday allowance; an employee working thirty (30) but less than forty (40) hours per week shall be entitled to six (6) hours of paid holiday allowance. In the event an employee is working less than twenty (20) regular hours per week, no paid holiday allowance shall be allowed. If the regular part-time employee is required to work on the day recognized as a holiday, the employee shall receive the appropriate rate of pay for time worked on the recognized holiday, just as a regular full-time employee working the same schedule would receive.
- (2) Provisional employees [as defined Article II, Section 3 (C)] are eligible to receive holiday pay for all fixed holidays. After one year, three (3) accrued floating holidays (24hours) can be used with pay.

(3) Temporary employees [as defined in Article II, Section 3 (C)] are not eligible to receive paid holiday allowance. If the temporary employee is required to work on the day recognized as a holiday, the employee shall be paid two (2) times BHR for the hours actually worked.

(4) Variable employees [as defined in Article II, Section 3 (D)] are not eligible to receive paid holiday allowance. If the variable employee is required to work on the day recognized as a holiday, the employee shall be paid two (2) times BHR for the hours actually worked.

Section 2. Vacations

(A) Each employee, except those classified as Regular Part-time, Temporary and Variable, as covered in paragraph (B) who shall have been regularly employed by the Project for six (6) months or more shall be given a vacation with pay equal to their regular classification rate of pay for each period of continuous employment with the District in accordance with the following schedule:

After completion of 6 months	40 hrs.	5 days*
After 6 months to completion of 5 years	80 hrs.	10 days
After 5 years to completion of 13 years	120 hrs	15 days
After 13 years to completion of 22 years	160 hrs.	20 days

After 22 years to completion of 27 years	200 hrs.	25 day
Over 27 years	240 hrs.	30 days

* Note: The word day means an eight (8) hour day.

(B) **Paid Vacation eligibility for Regular Part-time, Temporary and Variable employees shall be as follows:**

- (1) **Regular Part-time Employees** [as defined in Article II, Section 3(B)] after working one thousand forty (1040) regular time hours shall be given a vacation with pay equal to their regular classification rate of pay for each period of continuous employment in accordance with the above schedule, except that the number of vacation hours earned per pay period shall be determined by dividing the number of straight time hours worked by 80. Depending upon the employee's length of service, the percentage derived above shall be applied to the full-time vacation accrual rate to determine the actual number of vacation hours per pay period.
- (2) **Provisional employees** [as defined in Article II, Section 3 (C)] are not eligible to receive paid vacation. Upon becoming a regular employee they shall be credited with their accrued vacation not to exceed one (1) years accrual.
- (3) **Temporary Employees**—[as defined in Article II, Section 3 (C)] are not eligible to receive paid vacation.

- (4) **Variable Employees**—[as defined in Article II, Section 3 (D)] are not eligible to receive paid vacation. A variable employee, however, who bids [see bidding restrictions, Article V, Section 1 (B)] and is accepted in a regular full-time classification shall have all regular time hours worked as a variable employee credited to earned vacation on the basis of dividing total regular time hours worked by one hundred seventy-three and three tenths (173.3) hours to determine the number of months for vacation eligibility.
- (C) *After becoming eligible for paid vacation an employee may request accrued and allocated vacation time, provided however, that in the event one (1) day's vacation is requested a minimum of one (1) week's advance notice shall be required, and the employee shall be notified on the second (2nd) day after such request whether the same is approved or denied. In the event two (2) days or more vacation is requested, a minimum of two (2) weeks advance notice shall be required, and the employee shall be notified within seven (7) days thereafter whether the same is approved or denied. The Project reserves the right to cancel or postpone vacations to meet operational requirements. Any used vacation time that was allocated but not earned will be withheld from a terminating employee's final paycheck.*
- (D) An employee, at his/her option, may request pay in advance with the employee's vacation application if the vacation time is accrued. The request for advance vacation pay shall require the same notice provisions carried in Article IV,

Section 2 (C).

- (E) All vacation time, except as provided in paragraph (F) below, shall be used not later than the close of the second (2nd) calendar year succeeding the calendar year in which such vacation time is earned, unless otherwise authorized by the District.
- (F) No vacation postponed or cancelled pursuant to paragraph (C) above shall be forfeited and, except by mutual agreement, such vacation must be used within the next calendar year.
- (G) When it is necessary to cancel a vacation approved under notice requirements listed in Article IV, Section 2, the Project shall reimburse the employee for any reasonable loss incurred as the result of vacation cancellation, such as prepaid lodging, provided the loss is reported at the time of vacation cancellation.
- (H) In the event of an extreme emergency, by mutual agreement, the District may pay an employee for any vacation time accrued in lieu thereof.
- (I) Employees regularly assigned to work rotating shifts of ten (10) consecutive work days followed by four (4) consecutive days off may request vacation pay for the first (1st) scheduled day off when a schedule change would result in only nine (9) days' pay during a pay period.

Section 3. Vacation for Terminating Employees

An employee leaving the employ of the Project for any reason shall be paid accrued vacation pay allowance.

Section 4. Sick Leave

- (A) Each employee, except those classified as regular part-time, temporary and variable, as covered in paragraph (B), who shall have been regularly employed for six (6) months, shall be eligible for six (6) work days approved sick leave with pay at their regular classification rate. Each employee who shall have been regularly employed for twelve (12) months shall be eligible for twelve (12) work days approved sick leave with pay at their regular classification rate and shall be eligible for a like amount of sick leave for each full year of employment thereafter.
- (B) Paid sick leave eligibility for regular part-time, temporary and variable employees shall be as follows:
 - (1) Regular part-time employees shall earn sick leave each pay period based upon the actual number of straight time hours worked divided by 80. The percentage derived above shall be applied to the sick leave accrual rate to determine the actual number of sick leave hours earned per pay period. Part-time employees become eligible to utilize accrued sick leave upon the completion of 1040 hours of continuous employment.
 - (2) Provisional employees (as defined in Article II, Section 3 (C)) are not eligible to receive paid sick leave. Upon becoming a Regular employee they shall be credited with their accrued sick leave not to exceed one (1) years' accrual. After one year, two (2) accrued personal business days (16 hours) per year can be used with pay.

- (3) Temporary Employees—are not eligible to receive paid sick leave.
 - (4) Variable Employees—are not eligible to receive paid sick leave, except however, should such employee be accepted in a regular full-time classification, all regular time hours as a Variable Employee shall be credited to earned sick leave on the basis of dividing regular time hours worked by one hundred seventy-three and three tenths (173.3) hours to determine the number of months for sick leave eligibility.
- (C) To be credited with sick leave, an employee, regardless of the shift worked, must see that notification is given to their supervisor prior to the beginning of their regular shift on each day of their absence from work because of illness. Any deviation from this rule must be justified to the supervisor.
- (D) Employees returning to work, after an illness necessitating the care of a doctor, shall furnish a doctor's statement that they are physically employable, containing the date the employee is able to return to their regular duties.
- (E) Employees may use up to their total sick leave accrued for the care of family members. Family members include employee's children, spouse, parents or any relative living with them. To be credited with sick leave, an employee, regardless of the shift worked, must see that notification is given to their supervisor prior to the beginning of their regular shift on each day of their absence from work because of illness. Any deviation from this rule must be justified to the supervisor.

- (F) Upon completion of one (1) year of service, employees may use up to twenty-four (24) hours of sick leave for personal business providing:
- (1) The employee schedules the time off at least one (1) day in advance,
 - (2) The District approves based on workload requirements and the District's assessment of the employee's needs.
 - (3) Personal business hours may not be accumulated from one year to another.

NOTE: Employees are not required to provide the District with reasons for Personal Business Leave, however, failure to do so shall necessitate that the District act solely on the information at its disposal.

- (G) Unused sick leave shall be accumulated from year to year up to a maximum of ninety (90) days, at the close of any calendar year to be used only for time off due to employee's illness, except however, that in case of a death in the employee's immediate family, including father and mother of spouse, up to a maximum of five (5) days shall be granted and may be chargeable to sick leave.
- (H) After an employee accumulates the maximum of seven hundred twenty (720) sick leave hours, (ninety (90), eight (8) hour days) sick leave days, unused sick leave subject to forfeiture because of a maximum accumulation shall be converted to cash on a fifty percent (50%) basis except upon termination, discharge or retirement. The period of accumulation for the purpose of determining eligibility for conversion to cash shall be from January 1 through December 31 of each year.

- (I) An employee meeting pension eligibility requirements may apply in writing on a form prescribed by Human Resources Services Department for retirement between sixty (60) to ninety (90) days in advance of the anticipated retirement date and shall subsequently receive payment of one hundred percent (100%) of earned and unused sick leave accumulated to the employee's date of retirement.
- (J) If an employee dies, the Company shall pay all unused and accrued sick leave compensation to the employee's spouse, if married, otherwise to the employee's estate.
- (K) NGS employees may use sick leave only for the transportation of dependents residing with them in such cases where the nature of the illness requires out-of-town travel for necessary medical treatment. Upon the prior express approval of the employee's supervisor, vacation or personal business may be used in conjunction with the allowed transportation time for treatment, waiting, testing or overnight stays.

Section 5. Leaves of Absence

- (A) The District may, at its discretion, grant leaves of absence without pay for a period not to exceed one (1) year. After completing six (6) months leave in any one (1) year, an employee shall not accumulate any additional sick leave, vacation, or seniority rights but shall retain any seniority rights accumulated up to that time during the balance of the employee's leave. Union representatives may be granted excused leaves of absence without pay when grievances, labor-management

- meetings, labor-negotiations, or Union conventions require absence from their jobs instead of using accumulated vacation time.
- (B) An employee on a leave of absence in excess of six (6) months for any reason other than industrial accidents occurring while in the employ of the District shall make arrangements with the District to pay in advance any premium costs necessary on group insurance and hospitalization.
- (C) Under the following conditions, no leaves of absence shall be allowed:
 - (1) To seek employment
 - (2) To be employed elsewhere
- (D) Upon becoming available to return to work after a leave of absence in excess of six (6) months for any reason other than industrial injury the employee shall be reassigned to his/her former position providing the position has not been filled with a regular assignment. In the event the position is so filled, the employee returning from leave of absence shall be placed in a position of like, or similar work, if a vacancy exists for which the employee is qualified; provided however, if no such vacancy exists, the employee shall be granted an additional sixty (60) days leave of absence during which time bidding privileges may be exercised.
- (E) Position vacancies created due to illness or an off-the-job accident to employees shall be posted as temporary and filled on a temporary basis for a period of up to six (6) months. Such employees returning to work during this period shall be

reassigned to their former classification providing they are capable of performing the duties of their former classification. In the event the employee is not able to return to work within the six (6) month period or is unable to perform the duties of the former classification, the position shall be bid as a regular vacancy. In such case, the employee returning from leave due to off-the-job accident or illness shall be granted an additional sixty (60) days leave of absence to exercise bidding privileges. Any make-up pay due the injured employee shall at all times be calculated on the basis of the rate of pay in effect on the date of leave.

- (F) During the period an employee receives *Worker's Compensation*, the employee shall not accumulate sick leave or vacation time after thirty (30) days but seniority shall continue to accumulate through the period of disability.
- (G) Industrial cases shall be considered on leave for a period not to exceed one (1) year or until status changes by ruling of the Industrial Commission, provided, that the employee shall be entitled to use sick leave where no compensation is paid to the employee for the first (1st) week of injury.
- (H) When a regular employee is being paid *Worker's Compensation*, the employee shall be paid an amount equal to **eighty percent (80%) of the employee's gross straight time base earnings**. Such additional payment shall not be charged against sick leave and shall continue to be reduced by payments under SRP's Group Long Term Disability Insurance and/or Social Security or applicable taxes. The Net Straight Time Base

Earnings is defined as gross base earnings less Social Security Tax, Federal Income Tax and State Income Tax, totaling twenty percent (20%)

- (I) When an employee has been absent for two (2) working days and cannot justify cause of absence, the District may terminate said employee.

Section 6. Commercial Driver's Licenses

Each employee who is employed by the District for the principal purpose of driving a motor vehicle shall be reimbursed up to a maximum of twenty-five dollars (\$25) of the cost of a commercial driver's License (CDL) obtained by such employee at the request of the District.

Section 7. Benefits

Nothing in this Agreement shall be construed as cause for the District to abrogate or reduce the scope of benefits, to the employees, existing at the time of the adoption of this Agreement. Such benefits include: health care benefits (Dental, Hearing Aid, Medical, Mental, Vision), 401(k) Plan, Life Insurance, LTD & STD, Pension Plan, Tuition Reimbursement and other negotiated benefits. Changes in employee benefit carriers shall be reviewed with the Union prior to inception.

Section 8. Furnished Tools and Equipment

- (A) The Project shall furnish tradesmen and their helpers all tools necessary to do the class of work previously done by these tradesmen and which cannot be done with their regular tools.
- (B) All employees required to work outside in rainy weather shall be furnished raincoats, rubber boots and hats.

- (C) Employees required to work in areas and under conditions that are destructive of clothing shall be furnished on-the-job protective or substitute clothing at Company expense.
- (D) Employees furnished tools, equipment, safety devices, foul weather gear or clothing in accordance with (A), (B) and (C) above shall be held responsible for its care. In the event such tools, equipment, devices, gear or clothing are lost or destroyed due to negligence of the employee, the employee shall be required to pay for same and deductions therefor may be made from the employee's pay. Nothing herein shall be construed to mean that the employee shall be charged for such tools, equipment, devices, gear or clothing damaged, broken or worn out in the performance of the employee's duties.
- (E) If an employee wishes to purchase tools necessary to perform the employee's regular duties, the Project shall assist the employee to secure the tools at a discount. The Company may permit the employee to purchase these tools through the tool room(s) by payment of a certified check or money order and/or it may make arrangements for the employee to purchase the tools directly from a supplier outside the Company.

Section 9. Travel Expense

- (A) Employees being dispatched from established headquarters to temporary headquarters shall be paid the regular rate for time consumed in traveling and transportation shall be furnished by the District.

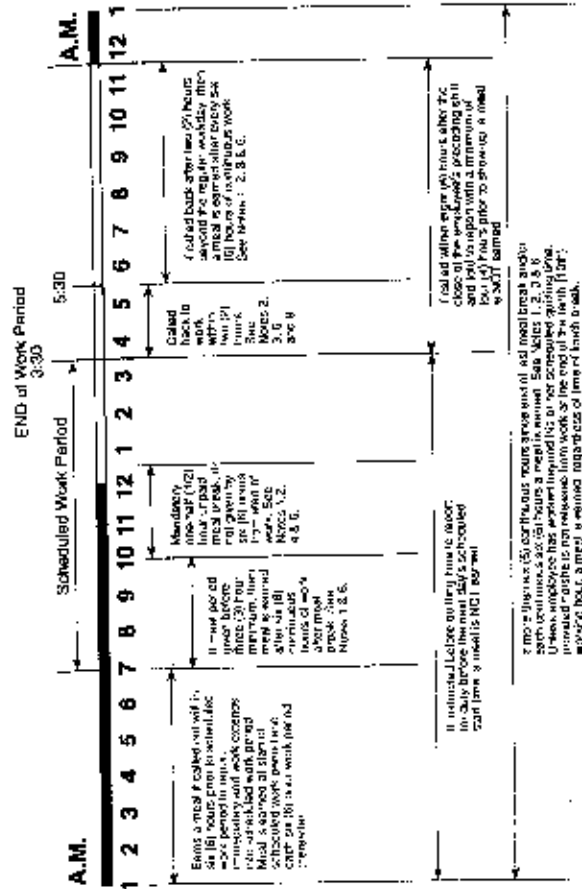
- (B) In the event that an employee is assigned to a temporary headquarters and it is mutually advantageous for the employee to report directly to such temporary headquarters and/or work location, the department head may, at his/her option, permit the employee to use personal transportation to travel to and from home and such temporary headquarters and/or work locations. Mileage shall be paid for the total miles driven as the result of such work assignment which is over and above that which the employee normally drives to and from established headquarters and home. Additional time consumed in such travel shall be paid at the rate of time-and-one-half (1½). In cases where the temporary headquarters assignments result in less mileage and travel time for the employee, no mileage expense, zone rate or travel time shall be paid.
- (C) It is understood and agreed that any employee who is authorized to use a personal vehicle on District business shall be paid for the total number of miles driven in the vehicle for such use. The rate paid shall be the allowable IRS maximum.
- (D) The District may require employees to use zone rates. Zone rates shall be the following:
- | | | |
|--------|------------------|--------------|
| Zone 1 | 0 to 14.9 Miles | \$ 7.50/day |
| Zone 2 | 15 to 29.9 Miles | \$12.50/day |
| Zone 3 | 30 to 44.9 Miles | \$42.00/day |
| Zone 4 | 45 to 59.9 Miles | \$57.00/day |
| Zone 5 | 60 to 74.9 Miles | \$71.50/day |
| Zone 6 | 75 Miles & above | \$100.00/day |
- (E) If, in order to reach the job site, an employee must travel in a further zone than where the job site is

located (the District to pre-approve the route) the rate for that day shall be the rate of the higher zone. In all other cases the distance shall be the radiat mile distance to the job site from the employee's regular headquarters except for hydro system work where the appropriate zone rate shall be the actual road miles to the job site from an employee's headquarters.

(F) The zone rate in zones 3 and above shall be in lieu of all meal allowances. The zone rate for all zones shall be in lieu of all travel time and per diem. All missed meal breaks will be paid as outlined in Article IV, Section 10 (A) "meals" for all zones. Working on zone over 90 miles shall be by mutual agreement

Section 10. Meal and Lodging Expense

(A)



NOTE 1 The intent of the meal provision is to provide food for employees at the expense of the District to those who meet the requirements above. The fundamental concept is that people eat meals three (3) times a day and at approximately six (6) hour intervals. The conditions outlined herein are based on this fundamental six (6) hour interval.

NOTE 2 An extra one-half (1/2) X BHR is paid for the first missed meal only. The furnishing or offer of a single reasonably priced meal or refusal of that meal shall result in the forfeiture of the extra one-half (1/2) X BHR (for a missed meal) and satisfies the District's obligation. The employee, however, may choose to be paid the amount of the established dinner meal rate for each missed meal or the employee may elect to eat a reasonably priced meal as per Note 7. Meals are paid through the payroll system or by debit. If meal is paid by debit it must be reported to Payroll to comply with Federal requirements.

NOTE 3 Other than the mid-shift meal, meal time is limited to actual time required to clean up, travel (if applicable) and eat.

NOTE 4 This item does not apply to shiftmen.

NOTE 5 If required to resume work following a meal break, other than mid-shift meal, meal time shall be considered time worked and paid at the appropriate rate. If an employee is released following a meal break, the meal time shall not be paid as time worked.

NOTE 6 The first time an employee is denied an earned meal the employee shall be paid a premium of one-half (1/2) of base hourly rate from the time the meal is earned until the employee is relieved, a meal is furnished or an offered meal is declined.

NOTE 7 If an earned meal has been denied, an employee may elect one of the following options when released from work:

- (a) Be paid the amount of a reasonably priced "dinner" rate of \$15
- (b) Accept a \$15 debit to be used to purchase a reasonably priced meal at the restaurant of the employee's choice.

NOTE 8 A furnished meal is defined to consist of anything prepared, wholesome food supplied in adequate quantity, taking into consideration any employee medical problem. Meals may be furnished in any of the following manners:

- (a) Prepared and eaten in a restaurant or established mess hall.
- (b) Prepared in a restaurant or mess hall or by a commercial caterer and transported to the job site.
- (c) Meal prepared in employee's home by mutual agreement with employee and reimbursed by the Project.
- (d) Approved facilities provided for by the District.
- (e) For an earned mid-shift meal, a "brown bag" meal consisting of sandwiches, dessert, and so forth, prepared in a restaurant or mess hall or by a commercial caterer, and carried to or transported by the Company to the job site.
- (f) All other meals shall be heated meals.

NOTE 9 Have been called back to work within two (2) hours after the end of the employee's normal work period and is working (not merely receiving call-out pay) at the end of the tenth (10th) hour from scheduled starting time; if not released at that time, a meal will be earned. Meal period shall be adjusted to six (6) hours after the end of the employee's last meal break and each continuous six (6) hour work period thereafter.

NOTE 10 If an employee on shift work is called out to perform emergency work as defined in Article II, Section 16(E) with less than two (2) hours' notice, the employee shall be furnished a meal after six (6) hours or receive two (2) times BHR for remaining hours worked and a meal allowance. If more than two (2) hours' notice is given, the employee shall bring his/her own meal and a meal allowance shall be given for the meal by the District. The employee shall not qualify for the requirements under Article IV, Section 40.

NOTE 11 The above chart and notes are intended to be an accurate reflection of the meal clauses in the 1982 contract with additions made since that time.

- (B) Should an employee be required to be away from established headquarters for more than one (1) day on District business, the District shall pay the actual costs of all meals beginning with the noon meal of the first (1st) day until after the noon meal on the date of return. Meal costs must be substantiated by presentation of an itemized receipt.
- (C) When it becomes necessary beginning with the noon meal of the first (1st) day at temporary headquarters to go elsewhere to obtain meals, the employee, after work hours and when no emergency exists, shall be paid at the overtime rate for all time spent in travel to and from the meal location, except the time actually eating. Eating time shall be paid only if employees are required to resume work upon return to temporary headquarters.
- (D) The District shall pay for actual lodging expenses with one (1) employee per room in public facilities.
- (E) There shall be no mixing of actual or per diem during any one (1) week period (Monday through Sunday) unless the temporary headquarters change during that week. An employee who qualifies for (B) above shall have the following options, except where facilities have been provided for by the District:
- (1) Per Diem—A per diem of fifty dollars (\$50) per day shall be paid to the employee in lieu of meals and lodging being provided for by the District.

- (2) When lodging is provided for by the District, the employee shall be paid an amount not to exceed twenty-six dollars (\$26) per day and the employee shall provide his/her own meals.
- (3) When utilizing per diem, the employee shall be granted five dollars (\$5) for breakfast, six dollars (\$6) for lunch, and fifteen dollars (\$15) for dinner.

Section 11. Expenses at Established Headquarters

The District may hire an employee for any established headquarters, and under such circumstances, there shall be no allowance for free board and lodging as provided herein.

Section 12. Voluntary Training

- (A) Training as agreed to by both the District and employees is a mutually beneficial objective. Training assures the Project of its continued ability to serve its customers with highly skilled manpower, familiar with the latest technological developments, while at the same time strengthening or improving the employees value to the Project.
- (B) To this end, it is agreed that:
- (1) Training, which involves out-of-town and/or out-of-state travel, away from Project facilities, shall be compensated for at eight (8) hours straight-time pay per day (Monday through Friday), plus expenses.

- (2) Training at out-of-town Project facilities, but not at an employee's assigned headquarters, shall be performed under the terms of the Collective Bargaining Agreement.
- (3) Employees being trained at in-town Project facilities which are not their assigned headquarters, shall travel on their own time to and from work and time and mileage provisions of the Contract shall not apply.
- (4) For in-town non-SRP training (at or through a vendor) an employee shall be paid straight eight (8) hours pay, but shall travel on his/her own time without pay, mileage or meal reimbursement.
- (5) Employee requested training for upward mobility or job skill enhancement shall not be compensated by the Company.
- (6) Apprentices are exempt from this bargaining table agreement and shall be compensated for as in the past.

Section 13. Mandatory Training

Training after regular working hours shall be compensated under the terms of the Collective Bargaining Agreement provided the District requires that the employee attend such training.

**ARTICLE V
PROMOTION, BIDDING AND POSTING
VACANCIES**

Section 1. Promotion and Bidding

- (A) Bidding and promotions shall be on the basis of qualifications, ability and seniority and Navajo preference. When qualifications and ability of Navajo and non-Navajo bidders are substantially equal, a Navajo shall be selected. When qualifications and ability of Navajo only bidders or non-Navajo only bidders are substantially equal, seniority shall prevail. Whenever the senior bidder is not selected to fill a position, the approval of the department head shall be obtained before the decision on selection is announced.
- (B) When a vacancy occurs or a new position or employment is created, except in cases where a position is re-evaluated into a lower or higher labor grade and is currently filled, or promotion from a lower to a higher grade or classification is made possible in any department, notice of such vacancy, new position, employment or promotion shall be posted by the District for a period of not less than five (5) working days, during which time written bids may be submitted by employees in the department concerned as well as employees of all other departments of the Project, provided however, that the need to fill such vacancy, new position or employment shall be determined by the District. Departmental bidders normally shall be given prior consideration. Departmental/District-wide or Project-wide bidders shall be considered in accordance with the above procedures, provided they have served six (6)

months in their current job classification and provided further that the supervisor of the Section in which the vacancy exists may waive the six (6) months classification service requirement for a bidder when the vacancy is a job which is the normal progression from the job the bidder currently holds or when no bids are received from qualified applicants. Work assignments for all employees in each classification are outlined in the approved job description in effect.

- (C) Notification of Navajo Generating Station bidders and appointments shall be made from such bidders possessing adequate qualifications within forty-five (45) days following the closing date of bid notice. In the event that the bid is not awarded to a Navajo Generating Station employee and a qualified Navajo cannot be recruited and employed and the failure of the employees of the Power Operations Department or the Project who possess adequate qualifications to submit any bid, the District shall make such appointments from non-employees of the Project; provided however, that if such appointments are not made within a period of one hundred eighty (180) days, the bid shall be considered closed and new bid notice shall be required.
- (D) An employee's qualifications obtained while on temporary assignments shall not give him/her preference over an employee with more departmental seniority.
- (E) If, in bidding promotions and temporary assignments, the question arises as to qualifications and ability in a choice between an employee with more seniority and one with less

seniority, the District's judgment as to which employee has the greater qualifications and ability shall control.

- (F) In cases of sickness or industrial accidents, and the job classification is unassigned, a temporary bid notice may be posted with the understanding that when the sick or injured employee returns to work, the temporary bidder shall revert to his/her previous classification.
- (G) Should any eligible employee be prevented from submitting a bid through illness, vacation or other excusable cause at the time such bids are called for, a bid may be submitted for such employee by the Shop Steward or other person. Failure of an eligible employee to submit a bid shall not impair seniority rating or right to future bidding.
- (H) When employees bid on other jobs in their classification within their department where only a change in location or shift is involved and no break-in is required, the senior bidder shall be selected. Work assignments for all employees in each classification are outlined in the approved job descriptions in effect. If a break-in is required or when a change in classification is involved, the vacancy shall be filled in accordance with Article V, Section 1(A).
- (I) The selection of a Graduate Apprentice to fill a Journeyman vacancy shall be made by grouping the Graduate Apprentices into time periods of graduation. All those with the oldest graduation date shall be considered equal and selection shall be considered equal and selection shall be made out of that graduating class based on departmental seniority.

ARTICLE V - 1.2,3

- (J) A regular employee may not bid on provisional jobs except to prevent a regular employee from being laid off.
- (K) When a job opening is bid on by an employee already in the classification bid, the classification seniority shall prevail over departmental seniority.
- (L) When bidding from one job family to another job family, the job family seniority shall prevail over departmental seniority, provided that a bidder within the job family is equally qualified compared to the non-job family bidder. Some job families interrelate with other job families. Therefore, it is the District's prerogative to make final determination as to what should be considered a job family. (Refer to Exhibit "B")

Section 2. Break-in Period

In the event that any employee is transferred to any position in which there is no previous experience, the employee shall normally be given a thirty (30) day break-in period, which in no event shall exceed sixty (60) continuous work days, under the direction of an employee experienced in such a position, and during such break-in period the employee shall receive no increase in pay.

Section 3. Posting of Vacancies

A single bid notice shall be posted for each "classification" vacancy. The period of posting shall be for five (5) working days during which time regular bids shall be received from departmental as well as Project-wide employees. Position vacancies which normally result only in a change in shift or location shall be made known to all department employees by appropriate notices on bulletin boards for three (3)

ARTICLE V - 3,4

work days. Interested employees shall notify the supervisor involved. If the position is awarded to an in-classification (as outlined in the job description) employee, the senior in-classification employee shall get the opening. Any opening to be filled by other than an in-classification employee or any opening for which the award of the position to an in-classification employee is contested by another departmental applicant shall be filled in accordance with Article V, Section 1. For the convenience of the District, temporary assignments may be made for a period of forty-five (45) days until the bids are received and regular assignments are made.

Section 4. Employee Development/Appraisals

- (A) Employees shall receive copies of the employee development/appraisals which are conducted annually after the first full year of employment. In the first year of employment, appraisals shall be conducted at the completion of three (3) and five (5) months' service.
- (B) In addition to their annual employee development/appraisals, the employee's development/appraisal shall be brought current upon receiving a bid changing classification or work location.
- (C) If an employee disagrees with their employee development/appraisal, the employee may file a written statement enumerating the areas of disagreement(s) and elaborate on the basis of the disagreement(s). This statement shall be attached to the employee development/appraisal to which it relates. Employee development/appraisals are not grievable under the terms and conditions of this Agreement.

**ARTICLE VI
SENIORITY**

Section 1. Principles of Seniority

- (A) The basic principle of station seniority is herein recognized. The order of determining seniority shall be Navajo Generating Station first, Power Generation second, and Project third. All seniority for the Navajo Generating Station shall start from the actual date of hire or transfer.
- (B) Each employee, except one on a temporary status (see Article III, Section 6) shall have a separate seniority standing in the department in which the employee is working. Departmental seniority shall equal the continuous length of service in that department.
- (C) Any employee promoted to a salaried position by the District prior to January 1, 1995, shall not lose department or District seniority and shall continue to accumulate departmental seniority up to a maximum of 7 years additional seniority or the amount of seniority accumulated as of January 1, 1995, whichever is greater, and maintain bidding privileges while holding a salaried position. Any employee promoted to a salaried position by the District after January 1, 1995, shall continue to accumulate departmental seniority and maintain bidding privileges while holding a salaried position in the department up to a maximum of 7 years additional seniority. Employees bidding to salaried jobs in other departments after January 1, 1995 shall retain but not accumulate any additional seniority.

Section 2. Probationary Period

- (A) No seniority shall accrue to an employee until he/she has worked for the District for six (6) months, but after serving such probationary period, seniority shall be computed from the date on which the employee was hired (except temporary employees covered by Article III, Section 6). During this period, however, the employee shall have bidding privileges. The retention of employees during the probationary period is at the sole discretion of the District and the termination of such employees shall not be subject to review through the grievance procedure. (See Article II, Section 2.)
- (B) The six (6) month probationary period will be waived if the employee has worked as a provisional employee for at least six months and they receive a regular job in the same department and classification. If hired into another department or classification, the probationary time starts at the time the regular bid is awarded.
- (C) The probationary period for temporary employees begins at the time the employee is accepted on a regular bid.
- (D) At least two counseling reviews shall be held at the completion of three (3) and five (5) month's service with new employees during the probationary period provided the District does not exercise its rights under the above clause.

Section 3. Seniority for Variable Employees

Variable employees shall accrue seniority for bidding purposes after having completed one thousand forty (1,040) hours of work or twelve (12) months from date of employment, whichever occurs first.

Section 4. Effective Date of Seniority

Seniority referred to in this Agreement shall be computed as follows:

- (A) For all regular employees of the Navajo Generating Station, Project seniority is all continuous service with the District.
- (B) Any employee transferring from the Association to the District shall not lose his/her accumulation of Association seniority, vacation or sick leave.
- (C) Those employees involuntarily transferred from the Association to the District or from one department to another either as a result of reorganization or for the convenience of the Project shall not lose any seniority. Years of service in the Association shall be treated as service in the District and departmental seniority in their former department is retained for a period of twenty-four (24) months following the date of transfer for the purpose of bidding and apprenticeship. The Union shall be notified of all organizational changes and such changes shall be discussed with the Union before they are announced.

Section 5. Seniority Exceptions

- (A) Any employee elected or appointed [a maximum of four (4)] to office in the Union which requires a

part or all of his/her time shall not lose department or District seniority, and shall continue to accrue seniority in the last department in which he/she was employed by the District, as well as District seniority, while holding said office in the Union.

- (B) When an employee has been placed on a special assignment, mutually agreed to by the District, and the employee concerned, the employee shall not lose department or District seniority and shall continue to accumulate seniority in the last department to which the employee was assigned.

Section 6. Loss of Seniority Status

Employees shall lose their seniority status under the following circumstances:

- (A) When an employee quits or is discharged for cause.
- (B) When an employee is laid off for more than thirteen (13) months.
- (C) When an employee violates Article IV, Section 5 (C), Excused Leaves of Absence, and is discharged therefore.
- (D) When an employee fails, except for conditions beyond the employee's control, to return to work after a layoff within ten (10) days from the date of mailing notice by the District to the employee at the last known address as shown by the records of the District, a copy of said notice shall be mailed simultaneously to the Union.

**ARTICLE VII
LAYOFFS, TERMINATIONS, POSITIVE DISCIPLINE
AND DISCHARGES**

Section 1. Layoffs

- (A) Layoffs shall apply to regular employees only after all temporaries in that same job classification, location and department have been terminated. Layoffs would result from lack of work, curtailment of funds, or force due to changes in operations or reorganization. Written notification shall be given to each employee affected fourteen (14) calendar days prior to the effective date of layoff. Seniority shall not be accumulated during layoff.
- (B) When layoffs in any department or departments are necessitated or deemed advisable, such layoffs shall be made in accordance with the following procedure:
- (1) Select employees in each classification to be transferred, demoted, or laid off, giving proper regard to qualifications, departmental seniority and Navajo preference.
 - (2) The employment record of each employee so selected shall be examined to determine whether or not the employee can qualify for an equal job (temporary or regular) in another division or a job in the next lower grade, and whether or not the employee wishes to be transferred or demoted to such a job for which he/she might qualify. In order to qualify, the employee must have greater departmental seniority than the least senior person in the other job, must be physically qualified to perform the duties and must have

experience in the other classification gained in the employment of the District or the Association.

- (3) Employees who are given alternatives of accepting transfer or downgrading as outlined in item (2) above shall be required to make their decision as to such transfer or downgrading within two (2) working days from the date on which they are notified. If the employee accepts, such transfer or downgrading shall become effective as soon as practicable after notice is given but in no event longer than one (1) week after initial notice.
- (4) When exercising bumping rights, an employee normally shall bump into positions in the reverse order in which the employee held them. In other words, the employee shall first exercise bumping rights into the last position held prior to the position presently held. Journeymen may bump into positions below them in their departmental job family (as defined by the District) even though they have not held those positions at the Project, provided that they have had the necessary apprenticeship training even though it may not have been while with Salt River Project, and that they have greater departmental seniority than the incumbent in that position.
- (5) Each individual transferred, demoted, or bumped according to the procedure outlined in the steps above, shall receive the pay for the classification to which he/she moved,

provided, however, that where an employee is assigned or accepted in a classification with more than one pay step, the employee shall receive the rate of the highest pay step the employee previously held.

- (6) In the event of layoff, Graduate Apprentices and Graduate Apprentices Thereafter, shall be considered as Journeyman and shall be laid off in accordance with their departmental seniority within the Journeyman classification
- (7) Apprentices selected for transfer, demotion or layoffs shall be given the alternative of reverting to *Tradeshelper* until such time as an opening occurs in the Apprentice classification. When such an opening occurs, qualifications and ability being equal, promotion shall be on the basis of previous Apprentice seniority.
- (8) Salaried employees may bump back into hourly positions they have previously held by following the same procedure as outlined for hourly employees.
- (C) Employees placed on layoff status as the result of following the procedure outlined above shall not be expected to work during the fourteen (14) calendar days after date of layoff notification but such employees shall be required to notify the Project each work day during this period regarding employment availability. During this fourteen (14) day period, each employee laid off shall be paid ten (10) work days, plus any severance pay due in accordance with length of service as outlined below:

Length of Service	Severance Pay
More than two (2) years, less than five (5) years	twenty (20) days*
More than five (5) years, less than ten (10) years	twenty-five (25) days
More than ten (10) years, less than fifteen (15) years	thirty (30) days
More than fifteen (15) years, less than 20 years	thirty-five (35) days
More than twenty (20) years	forty (40) days

*NOTE: The word "day" means an eight (8) hour day.

- (D) Payment of the ten (10) working days, plus any accrued vacation, shall be made at the "out processing" date fourteen (14) calendar days after layoff notification is received. Employees receiving pay for ten (10) work days following receipt of layoff notice shall not be paid Unemployment Compensation during this ten (10) day period. Severance pay shall be paid at the classification rate last held, up to the number of working days indicated in the Severance Pay Schedule above or until the effective date of recall, whichever comes first. Payment for severance pay shall begin the first regular day after "out processing" and shall be paid on regular bi-weekly pay days until the number of severance days due have been paid or until the effective date of recall, whichever comes first. In addition to severance pay, employees placed on layoff status shall be paid one-half (1/2) their accrued sick leave balance on the out processing date. Employees who are still on layoff status at the end of thirteen (13) months shall be paid the remaining one-half (1/2) of

their sick leave balance. Payment of sick leave shall be made at the classification rate last held.

- (E) Employees on layoff status shall continue to receive medical and life insurance coverage (employee and employee dependents) in effect at the date of layoff notification up to the maximum of four (4) months following the out processing date. All costs shall be fully paid for by the Project. Upon reinstatement of employment, the payment of premiums shall revert to the arrangement in effect prior to the date of layoff. Medical and life insurance coverage shall be terminated upon acceptance of a position outside the Project or may be converted to personal policies in the event of employment outside the Project or the expiration of the four (4) month period.
- (F) An eligible list of such laid off employees shall be maintained by the District and the names of such laid off employees shall be listed thereon for a period of thirteen (13) months following such layoff, and such laid off employees shall be rehired or re-employed during said period on a bid vacancy, qualifications and ability being equal, in the reverse order of their layoff, prior to the hiring or employment of persons who had not been previously employed by the District. The District shall bring to the attention of laid off employees, eligible for re-employment in positions for which they are qualified any opportunity for re-employment that may exist during said thirteen (13) months period by a bid notice directed to such employees at their last known place of residence.

- (G) Employees on layoff status who are regularly re-employed during the thirteen (13) months following layoff shall maintain continuous credited service under the retirement plan. Seniority accumulated prior to layoff shall be reinstated, any remaining sick leave not paid on the out processing date shall be reinstated. The vacation accrual rate shall also be reinstated in accordance with total length of service.
- (H) Should any unusual delay occur in making any appointment, promotion or rehiring, as provided by this Section, or where the convenience of the District shall be served, a temporary appointment, promotion or re-employment may be made by the District for a period not to exceed thirty (30) days, provided that only one such temporary assignment shall be made prior to the regular appointment, promotion or re-employment and that the employee, or employees, so temporarily assigned shall not thereby obtain any advantage, priority or preference over any other employee, or employees, to such regular appointment, promotion or re-employment.

Section 2. Positive Discipline

Records of disciplinary action shall be removed from the files of those employees who complete four (4) consecutive years without receiving any discipline. Discipline will be for just cause.

Section 3. Discharges

- (A) Discharge shall be for cause and effective immediately upon receipt of written notice except for terminations due to unexcused absence which shall

be effective on the date of issue. The notice shall be mailed to the employee's last known address, with a copy mailed the same day to the Union. Discharge severs all relationship between the District and the employee. The term "for cause" shall be defined by law and shall include, but not in any wise by way of limitation, the doing individually or in concert with others of any act forbidden by Article II, Section 2, hereinabove, or participating in or encouraging the doing of any such act set forth herein.

- (B) Terminations and discharges, although severing all relationship between the District and an employee, do not deny any employee his/her right to seek recourse to such action through Article VIII, hereof, if filed within thirty (30) days after termination.

Section 4. Terminations

Terminations sever all relationship between the employee and the District. Employees laid off for a period of more than thirteen (13) months are automatically terminated. Temporary employees, when completing job assignments within a two hundred seventy (270) calendar day period, are automatically terminated.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

(NOTE: A COMMON SENSE GUIDE TO PROBLEM SOLVING)

The intent of this guide is to encourage solving problems at the lowest possible level in a timely manner, and to minimize the number of grievances.

Both stewards and supervisors must be prompt in handling problems brought to them by employees. If the steward and the immediate supervisor are not able to resolve the problem, the next level of supervision should be notified for further discussions. Stewards are encouraged to contact Union leadership for guidance and information. Likewise, supervision is encouraged to contact Labor Relations for guidance and information.

In the event the problem is not resolved then the grievance procedure may be invoked.)

Section 1. Grievance Procedure

- (A) All employees through the representative of the Union shall have the right to a hearing on any grievance other than terminations arising under this Agreement provided a grievance is filed in writing on the designated grievance form to the appropriate supervisor within thirty (30) days.
- (1) The first step shall be an informal hearing before the supervisor(s), steward(s) and the grievant(s). The supervisor shall schedule the meeting within ten (10) calendar days after receipt of the grievance. The grievant, steward and supervisor shall define interests and work toward resolving the issue in a

manner satisfying these interests. If the grievance is not resolved at this step the Union must request a formal second step hearing within twelve (12) calendar days from the date of the meeting by notifying SRP Labor Relations in writing. (All resolutions reached at the first step are non-precedent setting and do not affect past, present or future grievances).

- (2) The second step shall be a formal hearing before the heads of the departments to whom the employees involved are responsible.
- (3) The third step shall be a formal meeting before the appropriate Associate General Manager or their designee to whom the employees involved are responsible.
- (4) In the case of a complete failure to resolve the grievance, the issue shall be presented to the Board of Arbitration as provided in this Article, provided that any individual employee, or group of employees, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this contract, and provided further that the Union representative has been given opportunity to be present at such adjustment. Attorneys and persons other than the duly authorized business manager, assistants and/or stewards of the Union shall not attend grievance meetings on behalf of, or

represent any grievant in a grievance hearing prior to arbitration, except when testifying as a witness. Grievants may represent themselves.

- (B) A grievance may be amended if the amendment:
 - (1) is directly related to the subject of the original grievance,
 - (2) is filed between the time the grievance is filed and the Step One meeting, and
 - (3) is filed within the ten (10) calendar day time limit.
- (C) A separate grievance could be filed if the proposed amendment is not germane to the subject of the original grievance or would significantly expand the scope of the grievance.
- (D) A grievance involving a question of just cause for termination of an employee shall be filed within thirty (30) calendar days from the date of termination and processed through all steps within forty-five (45) calendar days of the filing of the grievance unless mutually waived.
- (E) Grievances involving issues other than terminations shall be processed according to the following schedule: Unless mutually waived, first and second steps to be completed within sixty (60) calendar days and final step within ninety (90) calendar days of original date that the grievance is filed.
- (F) In the event the requirements of paragraphs (D) and (E) above are not met, the question shall be conceded by the party that has declined to meet

on any mutually agreed to date. In the event the schedules of paragraphs (D) and (E) above are mutually waived, such grievance shall be processed in accordance with a schedule to be mutually agreed to at the time such requirements are waived.

- (G) Records of grievance or investigatory meetings shall be taken and maintained by Court Reporters employed for that purpose by SRP

Section 2. Request for Arbitration

In order for a grievance to be considered for arbitration, it must be filed as such within thirty (30) days after receipt of the third (3rd) step minutes.

Section 3. Arbitration Board Option

Any difference that may arise under this Agreement between the District and the Union, as provided, which they are unable to settle, may be referred to a Board of Arbitration. The Board of Arbitration shall be composed of one (1) person selected by the Union and one (1) person selected by the District.

Section 4. Third Member of Arbitration Board

The District and the Union shall submit a joint request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators from the western Continental United States, four (4) of whom shall be non-residents of the State of Arizona. The parties shall meet within fourteen (14) calendar days of receipt of the list and alternately strike one arbitrator from the list until six (6) have been stricken. The remaining arbitrator shall be the third member and shall be immediately notified of the selection. The

proceedings shall be under the direction of the third arbitrator. The parties, however, may elect to have the issue heard and decided by a single arbitrator as selected above.

Section 5. Scope of Arbitrator's Authority

- (A) The decision of such Arbitrator(s) shall be final and binding on both the District and the Union. The Arbitrator(s) shall have no authority to change or add to this Agreement.
- (B) The parties shall jointly submit to the Arbitrator(s) the specific issues to be considered and the Arbitrator(s) shall not be empowered to decide any issues or questions not submitted as herein provided.
- (C) Arbitrations are to have a decision rendered within sixty (60) days of the arbitrator receiving all briefs or documents.

Section 6. Expenses of Arbitration

Each party shall bear the expenses of preparing and presenting its own case and the expense of its own arbitrator. The expense of the third arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties.

**ARTICLE IX
TERM**

Section 1. Recital

(A) To continue the Win-Win process during the life of the Collective Bargaining Agreement and to further the understanding and cooperation fostered in the 1994 collective bargaining process: Nothing contained in this Labor Agreement shall prohibit SRP and IBEW Local #266 from addressing and resolving issues of common interest during the term of the Agreement. Said discussions and/or resolutions shall not operate to open the Collective Bargaining Agreement for negotiations. All terms of the Agreement shall remain in full force and effect.

(B) From time to time IBEW Local Union #266 and SRP may enter into agreements to modify some work rules for specific business units or areas. Only those Union members in the affected business unit or area will vote on those modifications.

Section 2. Contract Term

This Agreement shall become effective **December 14, 2002**, to and including **November 15, 2005** and for one (1) year periods thereafter, unless written notice, requesting that the Agreement be amended or canceled, is given by either party hereto to the other at least ninety (90) days prior to any anniversary date.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT
SIGNED:**

William P. Schrader 12/14/2002
President Date

Attest:

Terrill A. Lonon 12/14/2002
Secretary Date

Richard H. Silverman 12/14/2002
General Manager Date

Joseph A. Gelinis 12/14/2002
Manager, Employee and Labor Relations Date
Chairman, Negotiating Committee

**LOCAL UNION 266 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

SIGNED:

Terry L. Miller 12/14/2002
President Date

Attest:

Charlotte Lewis 12/14/2002
Recording Secretary Date

Ramon H. Nuñez 12/14/2002
Business Manager/Financial Secretary Date
Chairman, Negotiating Committee Chairman

**NAVAJO EXHIBIT A
PART I
FIELD AND SHOP CLASSIFICATIONS**

The occupational titles of the employees covered are listed in the attached Exhibit "A" and are part of the agreement. Wherever occupational titles in the agreement indicate either the masculine or feminine form, the titles are intended to include all employees without regard to sex.

Codes or occupations deleted since 1966 for housekeeping purposes can be reactivated at any time, if deemed necessary by management at the former labor grade but current rate of pay for that labor grade.

Occ. Code	Classification	Hourly Rates			
		12/1/402	10/16/03	11/16/04	5/16/05
LABOR GRADE 1					
4135	Laborer, Student, NGS	10.44	10.75	11.07	11.13
LABOR GRADE 2					
2420	Custodian, 1st Year, NGS	13.88	14.30	14.73	14.80
4127	Laborer, 1st Year, NGS	13.88	14.30	14.73	14.80

Occ. Code	Classification	Hourly Rates			
		12/1/402	10/16/03	11/16/04	5/16/05
LABOR GRADE 3					
5800	O&M Specialist 1, NGS	13.88	14.30	14.73	14.80
9603	Trades Helper, 1st Year, NGS	13.88	14.30	14.73	14.80
LABOR GRADE 3					
2419	Custodian, NGS	15.13	15.58	16.05	16.13
4128	Laborer, Senior, NGS	15.13	15.58	16.05	16.13
4580	Material Handler, Warehouse 1	15.13	15.58	16.05	16.13
9604	Trades Helper, 2nd Year, NGS	15.13	15.58	16.05	16.13
LABOR GRADE 4					
4581	Material Handler, Warehouse 2	16.65	17.15	17.68	17.75
5802	O&M Specialist 1, T/A, NGS	16.65	17.15	17.68	17.75
9602	Trades Helper, NGS	16.65	17.15	17.68	17.75
9728	Truckdriver 1, NGS	16.65	17.15	17.68	17.75
9794	Utilityman, Overhaul, NGS	16.65	17.15	17.68	17.75
8800	Utilityman, Track, NGS	16.65	17.15	17.68	17.75

Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
LABOR GRADE 5						
4582	Material Handler, Warehouse 3	20.47	21.08	21.71	21.82	
5106	Operator, Coal Handling Trainee NGS	18.73	19.29	19.87	19.97	
5807	O&M Specialist 2, NGS	18.73	19.29	19.87	19.97	
5866	Warehouse Specialist 1, NGS	18.73	19.29	19.87	19.97	
5869	Warehouse Specialist 1, T/A, NGS	20.47	21.08	21.71	21.82	
7316	Serviceman, Equipment, NGS	19.45	20.03	20.63	20.73	
7321	Serviceman, Equip. Fire Prev/Protect., 1st Yr, NGS	18.73	19.29	19.87	19.97	
9729	Truckdriver 2, NGS	19.45	20.03	20.63	20.73	
LABOR GRADE 6						
1034	Chemist, Plant, NGS, 1st Year	21.50	22.15	22.81	22.92	
3747	Handler, Fuel, NGS	21.50	22.15	22.81	22.92	
5107	Operator, Coal Handling 1, NGS	21.50	22.15	22.81	22.92	
5108	Operator, Coal Handling 2, NGS	22.18	22.85	23.54	23.66	

Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
5116	Operator, Auxiliary, Assistant, NGS	22.18	22.85	23.54	23.66	
5391	Operator, Equipment 2, NGS	21.50	22.15	22.81	22.92	
5812	O&M Specialist 2, T/A, NGS	22.18	22.85	23.54	23.66	
6032	Operator, Train, Trainee, NGS	21.50	22.15	22.81	22.92	
6665	Repairman, Plant, 1st Year, NGS	21.50	22.15	22.81	22.92	
7322	Serviceman, Equip. Fire Prev/Protection, T/A, NGS	21.50	22.15	22.81	22.92	
9730	Truckdriver 3, NGS	21.50	22.15	22.81	22.92	
LABOR GRADE 7						
1035	Chemist, Plant, NGS, Thereafter	24.25	24.98	25.73	25.86	
3031	Fabricator, Metal, 2nd Class, NGS	24.25	24.98	25.73	25.86	
5109	Operator, Coal Handling T/A, NGS	24.25	24.98	25.73	25.86	
5115	Operator, Auxiliary, NGS	24.25	24.98	25.73	25.86	
5392	Operator, Equipment 3, NGS	24.25	24.98	25.73	25.86	
5820	O&M Specialist 3, Chemical Analyst, NGS	24.25	24.98	25.73	25.86	
5824	O&M Specialist 3, Mechanical, NGS	24.25	24.98	25.73	25.86	
5828	O&M Specialist 3, Mobile Equipment, NGS	24.25	24.98	25.73	25.86	

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5832	O&M Specialist 3, Operations, NGS	24.25	24.98	25.73	25.86
5834	O&M Specialist 3, Railroad, NGS	24.25	24.98	25.73	25.86
5840	O&M Specialist 3, Welder, NGS	24.25	24.98	25.73	25.86
5870	Warehouse Specialist 2, NGS	24.25	24.98	25.73	25.86
6031	Operator, Train, Assistant, NGS	24.25	24.98	25.73	25.86
6566	Repairman, Plant, 2nd Year, NGS	24.25	24.98	25.73	25.86
9731	Truckdriver 4, NGS	24.25	24.98	25.73	25.86
LABOR GRADE 8					
4620	Mechanic, Plant, 1st Year, NGS	26.42	27.21	28.03	28.17
4710	Mechanic, Instrument, 1st Year, NGS	26.42	27.21	28.03	28.17
5191	Operator, Control, Assistant, 1st Year, NGS	26.42	27.21	28.03	28.17
5393	Operator, Equipment 4, NGS	26.42	27.21	28.03	28.17
5821	O&M Specialist 3, Chemical Analyst, T/A, NGS	26.42	27.21	28.03	28.17
5825	O&M Specialist 3, Mechanical, T/A, NGS	26.42	27.21	28.03	28.17
5829	O&M Specialist 3, Mobile Equipment, T/A, NGS	26.42	27.21	28.03	28.17
5833	O&M Specialist 3, Operations, T/A, NGS	26.42	27.21	28.03	28.17

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5635	O&M Specialist 3, Railroad, T/A, NGS	26.42	27.21	28.03	28.17
5841	O&M Specialist 3, Welder, T/A, NGS	26.42	27.21	28.03	28.17
6027	Operator, Track Equip. Mechanic, 1st Year, NGS	26.42	27.21	28.03	28.17
6200	Plant C&M Man 1st Year, NGS	26.42	27.21	28.03	28.17
9922	Welder, NGS	26.42	27.21	28.03	28.17
LABOR GRADE 9					
3030	Fabricator, Metal, NGS	29.28	30.16	31.06	31.22
3997	Insulator, Sheet Metal Worker, NGS	29.28	30.16	31.06	31.22
4301	Machinist, NGS	29.28	30.16	31.06	31.22
4601	Mechanic, Air Conditioning, NGS	29.28	30.16	31.06	31.22
4608	Mechanic, Auto, General, NGS	29.28	30.16	31.06	31.22
4621	Mechanic, Plant, 2nd Year, NGS	29.28	30.16	31.06	31.22
4711	Mechanic, Instrument, 2nd Year, NGS	29.28	30.16	31.06	31.22
5192	Operator, Control, Assistant, 2nd Year, NGS	29.28	30.16	31.06	31.22
5848	Instrument & Controls Specialist Trainee, NGS	29.28	30.16	31.06	31.22
5850	Operators Specialist, Trainee, NGS	29.28	30.16	31.06	31.22

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5855	Maintenance Specialist, Heavy Equip./Auto, NGS	29.28	30.16	31.06	31.22
5856	Maintenance Specialist, C&M Man, NGS	29.28	30.16	31.06	31.22
5857	Maintenance Specialist, Machinist, NGS	29.28	30.16	31.06	31.22
5858	Maintenance Specialist, Metal Fabricator, NGS	29.28	30.16	31.06	31.22
5859	Maintenance Specialist, Plant Mechanic, NGS	29.28	30.16	31.06	31.22
5862	Railroad Specialist, Train Operator, NGS	29.28	30.16	31.06	31.22
5863	Railroad Specialist, Track Equip. Oper/Mech, NGS	29.28	30.16	31.06	31.22
5871	HVAC Mechanic, NGS	29.28	30.16	31.06	31.22
6028	Operator, Track Equip. Mechanic, T/A, NGS	29.28	30.16	31.06	31.22
6030	Operator, Train, NGS	29.28	30.16	31.06	31.22
6201	Plant C&M Man, T/A, NGS	29.28	30.16	31.06	31.22

LABOR GRADE 10

2715	Electrician, Plant, NGS	30.43	31.34	32.28	32.44
5190	Operator, Control, NGS	30.43	31.34	32.28	32.44
5852	Electrical Specialist, NGS	30.43	31.34	32.28	32.44
5854	Instrument & Control Specialist, NGS	30.43	31.34	32.28	32.44

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
5861	Operations Specialist, NGS	30.43	31.34	32.28	32.44
9286	Technician, Instrument, NGS	30.43	31.34	32.28	32.44
LABOR GRADE 11					
3320	Foreman, Electrical Working, 1st Year, NGS	31.29	32.23	33.20	33.37
LABOR GRADE 12					
3323	Foreman, Electrical Working, T/A, NGS	32.09	33.05	34.04	34.21

Footnotes:

1. When a Senior Laborer is accepted on the position of Tradeshelper, they will continue to be paid at Labor Grade three (3).

NAVAJO EXHIBIT A
PART II
CLERICAL CLASSIFICATIONS

The Exhibit "A" provides for progressionary increases within designated classifications after the specified time on the condition that the employee's work is of a satisfactory level as defined by the supervisor.

Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates		
				12/14/02	10/16/03	11/16/04
LABOR GRADE 1						
Clerk, Student	1820	-	Thereafter	6.39	6.58	6.78
LABOR GRADE 2						
LABOR GRADE 3						
LABOR GRADE 4						

Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates		
				12/14/02	10/16/03	11/16/04
LABOR GRADE 5						
LABOR GRADE 6						
Clerk, General-- Level 6	1601	1	1 year	13.37	13.77	14.18
	1602	2	1 year	14.16	14.58	15.02
	1603	3	1 year	14.93	15.38	15.84
	1604	4	Thereafter	15.60	16.07	16.55
Office Specialist 1 -- NGS	5864	1	Thereafter	13.37	13.77	14.18
	5865	2	Thereafter	15.60	16.07	16.55
LABOR GRADE 7						

Classification	Occ Code	Step	Minimum Time In Step	Hourly Rates			
				12/14/02	10/16/03	11/16/04	5/16/05
LABOR GRADE 8							
Clerk, Statistical	1781	1	1 year	15.91	16.39	16.88	16.96
	1782	2	1 year	16.80	17.30	17.82	17.91
	1783	3	1 year	17.69	18.22	18.77	18.86
	1784	4	Thereafter	18.51	19.07	19.64	19.74
LABOR GRADE 9							
LABOR GRADE 10							

Footnotes:

1. All vacancies will be posted at the Step 1 rate.
2. All clerical employees accepted by bid on a job of a higher labor grade will be promoted to the new job at the next higher rate of pay listed for the new job which is above the current rate of the employee.

3. A clerical employee accepted by bid on a job of an equal or lower labor grade than his/her present job is to be transferred to the new job at the same step as the employee's current step, however, in no cases will the rate of pay be above or below the rate(s) listed for the new classification.
4. An employee temporarily assigned to a higher classification and who satisfies Article III, Section 5, paragraph (a) shall be paid the beginning rate of pay listed for the classification of temporary assignment. An employee will be paid 3% per hour above his/her regular hourly rate of pay if the beginning rate of pay listed for the higher classification of temporary assignment is less than 3% per hour above his/her regular hourly rate.
5. (a) Progressionary increases for full-time employees in a progressionary classification shall be determined from date of hire, transfer or promotion into the position.
 (b) Progressionary increases for part-time employees in a progressionary classification shall be determined based upon the number of straight time hours worked from date of hire, transfer or promotion into the position. For purposes of progression, 1600 hours will equate to one (1) year of work.

NAVAJO EXHIBIT A
PART III
APPRENTICES

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
AUTO MECHANIC					
0103	Pre-Apprentice, NGS	16.65	17.15	17.66	17.75
0104	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40
0105	2nd 1000 Hours, NGS	18.41	18.96	19.53	19.62
0106	3rd 1000 Hours, NGS	19.55	20.14	20.74	20.84
0107	4th 1000 Hours, NGS	20.70	21.32	21.96	22.06
0108	5th 1000 Hours, NGS	21.84	22.50	23.17	23.29
0109	6th 1000 Hours, NGS	22.99	23.67	24.39	24.51
0110	7th 1000 Hours, NGS	24.13	24.85	25.60	25.73
0111	8th 1000 Hours, NGS	25.28	26.03	26.82	26.95
0112	Graduate Apprentice, NGS	26.42	27.21	28.03	28.17
0113	Graduate Apprentice, NGS, T/A	29.28	30.16	31.06	31.22

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
ELECTRICIAN-PLANT					
0664	Pre-Apprentice, NGS	16.65	17.15	17.66	17.75
0665	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40
0666	2nd 1000 Hours, NGS	18.76	19.33	19.90	20.00
0667	3rd 1000 Hours, NGS	20.27	20.88	21.50	21.61
0668	4th 1000 Hours, NGS	21.77	22.42	23.09	23.21
0669	5th 1000 Hours, NGS	23.27	23.97	24.69	24.81
0670	6th 1000 Hours, NGS	24.77	25.52	26.28	26.41
0671	7th 1000 Hours, NGS	26.28	27.07	27.87	28.02
0672	8th 1000 Hours, NGS	27.78	28.61	29.41	29.62
0673	Graduate Apprentice, NGS	29.28	30.16	31.06	31.22
0674	Graduate Apprentice, NGS, T/A	30.43	31.34	32.28	32.44
GENERAL MACHINIST					
0713	Pre-Apprentice, NGS	16.65	17.15	17.66	17.75
0714	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40

Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
0715	2nd 1000 Hours, NGS	18.41	18.96	19.53	19.62	
0716	3rd 1000 Hours, NGS	19.55	20.14	20.74	20.84	
0717	4th 1000 Hours, NGS	20.70	21.32	21.96	22.06	
0718	5th 1000 Hours, NGS	21.84	22.50	23.17	23.29	
0719	6th 1000 Hours, NGS	22.99	23.67	24.39	24.51	
0720	7th 1000 Hours, NGS	24.13	24.85	25.60	25.73	
0721	8th 1000 Hours, NGS	25.28	26.03	26.82	26.95	
0722	Graduate Apprentice, NGS	26.42	27.21	28.03	28.17	
0723	Graduate Apprentice, NGS, T/A	29.28	30.16	31.06	31.22	
RELAYMAN						
0771	Pre-Apprentice, NGS	16.55	17.15	17.66	17.75	
0773	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40	
0774	2nd 1000 Hours, NGS	18.76	19.33	19.90	20.00	
0775	3rd 1000 Hours, NGS	20.27	20.88	21.50	21.61	
0776	4th 1000 Hours, NGS	21.77	22.42	23.09	23.21	
0777	5th 1000 Hours, NGS	23.27	23.97	24.69	24.81	

Occ. Code	Classification	Hourly Rates				
		12/14/02	10/16/03	11/16/04	5/16/05	
0778	6th 1000 Hours, NGS	24.77	25.52	26.28	26.41	
0779	7th 1000 Hours, NGS	26.28	27.07	27.87	28.02	
0780	8th 1000 Hours, NGS	27.78	28.61	29.41	29.62	
0772	Graduate Apprentice, NGS	29.28	30.16	31.06	31.22	
0792	Graduate Apprentice, NGS, T/A	30.43	31.34	32.28	32.44	
PLANT MECHANIC						
0800	Pre-Apprentice, NGS	16.65	17.15	17.66	17.75	
0801	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40	
0802	2nd 1000 Hours, NGS	18.41	18.96	19.53	19.62	
0803	3rd 1000 Hours, NGS	19.55	20.14	20.74	20.84	
0804	4th 1000 Hours, NGS	20.70	21.32	21.96	22.06	
0805	5th 1000 Hours, NGS	21.84	22.50	23.17	23.29	
0806	6th 1000 Hours, NGS	22.99	23.67	24.39	24.51	
0807	7th 1000 Hours, NGS	24.13	24.85	25.60	25.73	
0808	8th 1000 Hours, NGS	25.28	26.03	26.82	26.95	
0809	Graduate Apprentice, NGS	26.42	27.21	28.03	28.17	

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
0810	Graduate Apprentice, NGS, T/A	29.28	30.16	31.06	31.22
METAL FABRICATOR					
1015	Pre-Apprentice, NGS	16.65	17.15	17.66	17.75
1016	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40
1017	2nd 1000 Hours, NGS	18.41	18.96	19.53	19.62
1018	3rd 1000 Hours, NGS	19.55	20.14	20.74	20.84
1019	4th 1000 Hours, NGS	20.70	21.32	21.96	22.06
1020	5th 1000 Hours, NGS	21.84	22.50	23.17	23.29
1021	6th 1000 Hours, NGS	22.99	23.67	24.39	24.51
1022	7th 1000 Hours, NGS	24.13	24.85	25.60	25.73
1023	8th 1000 Hours, NGS	25.28	26.03	26.82	26.95
1024	Graduate Apprentice, NGS	26.42	27.21	28.03	28.17
1025	Graduate Apprentice, NGS, T/A	29.28	30.16	31.06	31.22

Occ. Code	Classification	Hourly Rates			
		12/14/02	10/16/03	11/16/04	5/16/05
CONSTRUCTION/MAINTENANCE MAN					
1070	Pre-Apprentice, NGS	16.65	17.15	17.66	17.75
1071	1st 1000 Hours, NGS	17.26	17.78	18.31	18.40
1072	2nd 1000 Hours, NGS	18.41	18.96	19.53	19.62
1073	3rd 1000 Hours, NGS	19.55	20.14	20.74	20.84
1074	4th 1000 Hours, NGS	20.70	21.32	21.96	22.06
1075	5th 1000 Hours, NGS	21.84	22.50	23.17	23.29
1076	6th 1000 Hours, NGS	22.99	23.67	24.39	24.51
1077	7th 1000 Hours, NGS	24.13	24.85	25.60	25.73
1078	8th 1000 Hours, NGS	25.28	26.03	26.82	26.95
1079	Graduate Apprentice, NGS	26.42	27.21	28.03	28.17
1080	Graduate Apprentice, NGS, T/A	29.28	30.16	31.06	31.22

NAVAJO EXHIBIT B
DEFINITIONS OF DEPARTMENTAL SENIORITY

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1. Definitions.

- (a) Department Navajo Generating Station.
- (b) Section: Operations Section, Maintenance Section, Engineering Section, Railroad Section, Stores and Purchasing, and Administrative Section. The total of these forms the Department.
- (c) Classification: A single job as defined by a specific job description.
- (d) Job Family: A group of jobs starting at a low labor grade (entry level position) such as Trades Helper where, through training and experience, the individual, based on qualifications, is accepted as the best qualified for the next higher position of Mechanic, Apprentice, and later through the bid procedure, is selected for the highest position in the job family as a Mechanic, Plant.

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2. Examples of the Job Families:

Fuel Handler	Entry Level Position	Entry Level Position
Asst. Auxiliary Operator	Mechanic, Apprentice	Elect. Apprentice
Auxiliary Operator	Mechanic, Plant	Electrician
Asst. Control Operator	Entry Level Position	Truckdriver
Control Operator	Metal Fab. Apprentice	Equipment Operator 3
	Metal Fabricator	Equipment Operator 4

- * O & M Spec 1, T/A
- * O & M Spec 2, T/A
- * O & M Spec 3, T/A
- * Oper. Spec. Trainee
- * Operations Spec.
- * Multi-skill

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NAVAJO CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
6.39	\$1,108	6.58	\$1,141	6.78	\$1,175	6.81	\$1,180
10.44	\$1,810	10.75	\$1,863	11.07	\$1,919	11.13	\$1,929
13.37	\$2,317	13.77	\$2,387	14.18	\$2,458	14.25	\$2,470
13.88	\$2,406	14.30	\$2,479	14.73	\$2,553	14.80	\$2,565
14.16	\$2,454	14.58	\$2,527	15.02	\$2,603	15.10	\$2,617
14.93	\$2,588	15.38	\$2,666	15.84	\$2,746	15.92	\$2,759
15.13	\$2,622	15.58	\$2,700	16.05	\$2,782	16.13	\$2,796
15.60	\$2,704	16.07	\$2,785	16.55	\$2,869	16.63	\$2,882
15.91	\$2,758	16.39	\$2,841	16.88	\$2,926	16.96	\$2,940
16.65	\$2,886	17.15	\$2,973	17.66	\$3,061	17.75	\$3,077
16.80	\$2,912	17.30	\$2,999	17.82	\$3,089	17.91	\$3,104
17.26	\$2,992	17.78	\$3,082	18.31	\$3,174	18.40	\$3,189
17.69	\$3,066	18.22	\$3,158	18.77	\$3,253	18.86	\$3,269

NAVAJO CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
18.41	\$3,191	18.96	\$3,286	19.53	\$3,385	19.62	\$3,401
18.51	\$3,208	19.07	\$3,305	19.64	\$3,404	19.74	\$3,422
18.73	\$3,246	19.29	\$3,344	19.87	\$3,444	19.97	\$3,461
18.78	\$3,252	19.33	\$3,350	19.90	\$3,449	20.00	\$3,467
19.45	\$3,371	20.03	\$3,472	20.63	\$3,576	20.73	\$3,593
19.55	\$3,389	20.14	\$3,491	20.74	\$3,595	20.84	\$3,612
20.27	\$3,513	20.88	\$3,619	21.50	\$3,727	21.61	\$3,746
20.47	\$3,548	21.08	\$3,654	21.71	\$3,763	21.82	\$3,782
20.70	\$3,586	21.32	\$3,695	21.96	\$3,806	22.06	\$3,824
21.50	\$3,727	22.15	\$3,839	22.91	\$3,954	22.92	\$3,973
21.77	\$3,773	22.42	\$3,886	23.09	\$4,002	23.21	\$4,023
21.84	\$3,786	22.50	\$3,900	23.17	\$4,016	23.29	\$4,037
22.18	\$3,844	22.85	\$3,961	23.54	\$4,080	23.66	\$4,101

NAVAJO CONVERSION TABLE — 12/14/02 thru 5/16/05
 (Monthly Rate Equals Hourly Rate Times 173.33
 Hours Per Month Rounded to Nearest Dollar)

DEC. 14, 2002		OCT. 16, 2003		NOV. 16, 2004		MAY 16, 2005	
HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH
22.89	\$3,985	23.67	\$4,103	24.39	\$4,228	24.51	\$4,248
23.27	\$4,033	23.97	\$4,155	24.69	\$4,280	24.81	\$4,300
24.13	\$4,182	24.85	\$4,307	25.60	\$4,437	25.73	\$4,460
24.25	\$4,203	24.98	\$4,330	25.73	\$4,460	25.86	\$4,482
24.77	\$4,293	25.52	\$4,423	26.28	\$4,555	26.41	\$4,578
25.28	\$4,382	26.03	\$4,512	26.82	\$4,649	26.95	\$4,671
26.28	\$4,555	27.07	\$4,682	27.87	\$4,831	28.02	\$4,857
26.42	\$4,579	27.21	\$4,716	28.03	\$4,858	28.17	\$4,883
27.78	\$4,815	28.61	\$4,959	29.41	\$5,098	29.62	\$5,134
29.28	\$5,075	30.16	\$5,228	31.06	\$5,384	31.22	\$5,411
30.43	\$5,274	31.34	\$5,432	32.28	\$5,595	32.44	\$5,623
31.29	\$5,423	32.23	\$5,586	33.20	\$5,755	33.37	\$5,784
32.09	\$5,562	33.05	\$5,729	34.04	\$5,900	34.21	\$5,930

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