

2018 AGREEMENT

between

**PUBLIC UTILITY DISTRICT NO. 3
Mason County, Washington**

and

**LOCAL UNION NO. 77
International Brotherhood
Of Electrical Workers,
AFL-CIO**

*April 1, 2018 through
March 31, 2023*

2018

AGREEMENT

Between

**PUBLIC UTILITY DISTRICT NO. 3
MASON COUNTY, WASHINGTON**

and

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

COLLECTIVE BARGAINING AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY, WASHINGTON, AND LOCAL UNION NO. 77, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

PREAMBLE

THIS AGREEMENT is made and entered into by and between PUBLIC UTILITY DISTRICT NO. 3 of MASON COUNTY, WASHINGTON, hereinafter called the "DISTRICT" and LOCAL UNION NO. 77 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "UNION."

ARTICLE I

GENERAL CONDITIONS

1.1 **GENERAL HARMONY STATEMENT**

1.1.1 The District and the Union recognize that harmonious relations should be maintained between them and with the public. The District, and the Union and the public have a common and sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace and by adjusting any differences that may arise by rational, common sense methods.

1.1.2 The District and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all District services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the District shall not lock out its employees and the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, or slow down.

1.1.3 The District, as signatory to this Agreement agrees that no changes will be made in rates of pay, hours of work or conditions of employment without prior consultation with the Union.

1.2 CONTRACT RENEWAL

1.2.1 For and in consideration of the promises and obligations of each party to the other, as hereinafter set forth, the parties hereto hereby revise the Agreement now existing between the parties and establish and agree to the following conditions of employment from April 1, 2018 through March 31, 2023, and from year to year thereafter unless either party notifies the other party not less than sixty (60) days prior to March 31st of any year, of its desire to terminate or amend same. If an amendment is desired, the substance thereof shall be contained in such notice. Without giving such notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications if made shall not be retroactive.

1.2.2 If the District or Union determines that during the term of this Agreement the cost of the medical healthcare provided under this Agreement will trigger the imposition of a federal tax, fee or penalty under the Federal ACA, either party may provide ten (10) working days' written notice to initiate good faith bargaining of the terms of this Agreement.

1.3 MODIFICATION

1.3.1 Nothing in these rules is intended or shall be used to violate any municipal ordinance, state law, or safety standard or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the District, or the employee. Any amendment to these rules shall be recorded in detail and shall show the time, the place, the employee affected and the reason for such amendment. Copies of these records shall be distributed as follows:

- a. One copy to the employee affected;
- b. One copy shall remain in the file of the Department Head of the employee affected;
- c. One copy shall go through the lines of organization and be filed in the general office of the District;
- d. One copy to Local Union No. 77.

1.4 SAVINGS CLAUSE

1.4.1 It is understood and agreed, however, that if during the term of this Agreement, mandatory laws applicable to and in conflict with any of the provisions hereof shall become effective and thereafter govern the parties in respect to such conflicting provisions, then in that event this Agreement shall be subject to revision by mutual agreement of the parties hereto, covering changes in the provisions which conflict.

ARTICLE II

SCOPE OF AGREEMENT

2.1 UNION MEMBERSHIP

2.1.1 All employees of the District coming within the classifications covered by this Agreement shall as of this date be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing. The foregoing provisions shall not be construed as denying the District the right to select its supervised employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new supervised employees should become members in good standing of the Union within thirty-one (31) days after the date of their employment. The District will deduct membership dues and pay to the Union from the wages of all employees, who in writing have authorized the District to do so, as long as such assignment is not revoked or beyond the termination of the agreement, whichever first occurs.

2.2 CONTRACTORS

2.2.1 The District shall make appropriate provisions in any agreement entered into with any contractor or sub-contractor for the furnishing of work to the District, that such contractor or sub-contractor shall conform with the current and prevailing schedules of wages and working conditions.

2.3 BULLETIN BOARDS

2.3.1 The District shall supply bulletin boards for the use of the Union in posting officially signed Union bulletins.

2.4 UNION PARTICIPATION

2.4.1 An employee appointed or elected to office in Local Union 77 that requires a part or all of the employee's time shall be granted leave of absence upon application.

2.4.2 In order to expedite and have an orderly processing of grievances, the Union shall appoint stewards in the several locations where members are employed under the terms of this Agreement. The District Manager shall be furnished the names of stewards so appointed and any changes shall be reported within five (5) days following such changes.

2.4.3 An employee who accepts an assignment or appointment by the Union that takes the employee away from regularly assigned duties shall be considered to be an employee of the Union during the entire period of that assignment or appointment. When an employee is conducting Union activities, those activities are for the benefit of the Union and therefore any injuries occurring while performing those responsibilities shall not be construed as injuries occurring in the course of the employee's employment with the District. The Union agrees to defend, indemnify and hold the District harmless against any and all claims, suits, orders or judgments inclusive of State Industrial claims brought or issued against the District as a result of any such Union assignment or appointment. This provision shall not apply in the following situations:

- a. An employee meeting with the District's management representatives to discuss local items in a labor/management meeting, including authorized Union Steward duties.
- b. An employee meeting with the District's management representatives in collective bargaining to resolve local issues.
- c. An employee participating in joint negotiations which include the District's management representatives and other management representatives, at which he/she is primarily representing employees of his/her own District.

2.5 NON-GENDER SPECIFIC LANGUAGE

2.5.1 Whenever words denoting either the masculine or the feminine gender are used in this Agreement, they are intended to apply equally to either gender. Gender specific terms are not intended to be discriminatory but are the historical terms used to describe certain positions.

2.6 MANAGEMENT RIGHTS

2.6.1 The District retains the sole right to manage its business and direct its workforce covered by the Agreement. This includes, but is not limited to, the right to hire, to classify, to transfer, to promote to supervisory or other positions, to demote for non-disciplinary reasons, to discipline or discharge for cause, to determine an employee's ability or qualifications to perform the work required, to use improved methods or equipment, to subcontract any operations or work, to discontinue operations in whole or in part, to permanently or temporarily increase or decrease the working force, to plan, direct, control, curtail, discontinue, merge or increase operations, to grant voluntary benefits, to maintain order and efficiency, including, but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations or to promote safety among the employees and for the public, and to provide service to the customers and to regulate conduct among the employees. The District recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions, provided that the District has no obligation to bargain over its exercising of those core management rights recognized by applicable law to be within unilateral management discretion.

ARTICLE III

CLASSIFICATIONS COVERED

3.1 CLASSIFICATIONS

3.1.1 The types of employment of all employees of the District covered by this Agreement and eligible for Union membership shall be divided into two groups to be known as Group "A" and Group "B" respectively. The types of employment coming under Group "A" are shown in Article IX, Section 9.1.1, and the types of employment coming under Group "B" are shown in Article IX, Section 9.1.2.

ARTICLE IV

GRIEVANCES AND ARBITRATION

4.1 CONTINUOUS OPERATION

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

4.2 GRIEVANCES & ARBITRATION

4.2.1 The District will meet the Business Manager of the Union or any person or persons duly authorized in writing by the Business Manager of the Union in reference to any grievance brought by any members hereunder. Said grievance to be stated in writing. Upon request, the Manager shall meet with the Shop Steward and Chairman for the purpose of discussion and clarification of the contract.

4.2.2 The parties who are signatory to this Agreement recognize that the terms of the Agreement may be subject to different interpretation, and should have recourse in an orderly means for the resolution of such differences. The following procedure is written as for a grievance of the Union against the District. However, the procedure for a grievance of the District against the Union shall be the same.

4.2.3 Any Dispute between the District and the Union or between the District and any employee covered by this Agreement concerning the interpretation, application, claim of a breach or violation of the express terms of this Agreement shall be deemed a grievance.

4.2.3.1 Step 1. The grievance shall first be taken up by the employee with the Shop Steward, and if the employee and Shop Steward determine that a grievance exists it shall be taken up by the employee, Shop Steward and/or the Business Representative with the Supervisor within fifteen (15) working days of the knowledge of an alleged contract violation. The Supervisor should consult and/or arrange a meeting time with his/her superior, if necessary, to resolve the contract grievance. The parties agree to make every effort to settle the contract grievance at this stage promptly.

4.2.3.2 Step 2. If the contract grievance is not resolved as provided in Step 1 above, the Business Representative shall then forward the written contract grievance defining the Section or Sections violated to the District Manager or designee within ten (10) working days after the Step 1 answer. The District Manager or designee shall convene a meeting within ten (10) working days after receipt of the contract grievance between the aggrieved employee, Shop Steward and/or Business Representative together with the District Manager or designee in an effort to resolve the grievance. Within ten (10) working days after the meeting, the District Manager or designee shall forward a reply to the Union.

4.2.3.3 Step 3. If the contract grievance is not settled in Step 2, it may be referred to arbitration by either party and the arbitration shall be conducted under voluntary labor arbitration regulations. Such reference to arbitration shall be made in writing within thirty (30) calendar days after the Union's receipt of the District's response as provided in Step 2, and will be accompanied by the following information:

- a. Question or questions at issue;

b. Remedy sought.

4.2.3.3.1 The Parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slow down or curtailment of services while any difference is in process of adjustment or arbitration.

4.2.3.3.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Union, and the employees involved.
- c. The cost of the arbitrator shall be borne equally by the District and the Union, and each party shall be responsible for paying its attorney fees, witness fees and the costs associated with presenting its own case.
- d. The Arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

4.2.4 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure and be processed within the time limits set forth herein.

4.2.5 As a means of facilitating the settlement of a contract grievance, either party may include an additional member at its expense on its committee. If at any step in the contract grievance procedure, Management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

4.2.6 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

4.3 LABOR - MANAGEMENT COMMITTEE

4.3.1 The District and the Union shall establish a Labor- Management Committee composed of the District Manager or designee and two additional Management representatives; the Business Representative or designee and two additional Union members. This Committee shall meet as frequently as may be determined by the parties and shall only meet after an agenda has been prepared at least one (1) week in advance of any meeting date agreed upon; or the Committee may meet on call if any emergency problem arises which can be rightfully discussed by the Committee. This Committee shall meet during regular working hours or during non-working hours by mutual agreement of the parties. Employees serving on the Committee as Union members will be considered as being on Union business when such Committee meets during regular work hours, and the District will pay the employee's regular salary and shall be reimbursed by the Union. The Committee referred to in this section shall function in a consulting capacity and shall not be considered as a decision making body. Accordingly, the Labor-Management Committee shall not discuss grievances properly the subject of the procedure previously outlined in Article IV of this Agreement.

ARTICLE V

EMPLOYMENT BENEFITS

5.1 GENERAL BENEFITS STATEMENT

5.1.1 The District recognizes the desirability of having its employees secure benefits mutually agreed to be necessary for the economic conditions of the time. The District will make its attorneys or representatives available to cooperate with the attorneys or representatives of the Union to the end that mutually satisfactory legislation in reference to these matters may be formulated for presentation to the Congress of the United States and/or Legislative bodies.

5.2 PERSONAL TIME OFF (PTO)

5.2.1 Each employee, after completing six (6) months continuous employment with the District, shall have accrued nine and one-half (9-1/2) work days of personal time off, and shall thereafter accrue personal time off for each additional consecutive month of employment up to a maximum of nineteen (19) working days for twelve (12) months of continuous employment. At the end of five (5) years, each employee shall receive twenty-four (24) days of personal time off, and after ten (10) years of continuous employment, the District shall grant an additional day of personal time off per year for a maximum of twenty-nine (29) days. After twenty (20) years of continuous employment, the District shall grant an additional day of personal time off per year for a maximum of thirty-four (34) days. After thirty (30) years of continuous employment, the District shall grant an additional day of personal time off for a maximum of thirty-five (35) days. Effective August 1, 1977, one additional day's personal time off will be added to the employee's personal time off bank in the employee's anniversary month.

5.2.1.1 Additionally, full time active employees who have completed 6 months of continuous employment will be credited with 40 hours of PTO effective January 1, 2016 and annually on each succeeding January 1st. Inactive employees except those employees on short term disability, workers compensation leave, military leave of 15 days or less, or as prescribed by law, will not be eligible for the 40 hours of PTO. The additional personal leave will be combined with each employees PTO accruals.

5.2.1.2 Employees who receive these additional 40 hours of PTO annually will have the option to cash out these hours posted in article V section 5.2.1.1 of personal leave twice a year (April and October). The cash-out will be at the employee's current wage rate.

5.2.2 Each employee may carry over a maximum of 120 days accumulated personal time off. No more than sixty (60) days will be used in computing retirement benefits. Six months advance notice of intention to use personal time off in excess of 30 days in any one year must be given the District. During the first year of employment, an employee may carry over up to fifteen (15) days of personal time off. During years two (2) through four (4), employees shall be required to use a minimum of ten (10) days of personal time off during each calendar year. Thereafter, employees shall be required to use a minimum of ten (10) days of personal time off during each calendar year.

5.2.3 Personal time off accrual for each employee shall commence from the last date of employment.

5.2.4 Upon approval of the Manager personal time off may be taken during the calendar year at such times as requested by the employee, after taking into consideration the operations of the District and the maintenance of adequate service to its customers, provided, however, that:

5.2.5 Except by consent of the Manager, accrued personal time off shall be taken by the employee after their first year of continuous employment, in not more than five (5) separate periods during any calendar year.

5.2.6 It is agreed that one (1) period may be segmented to provide for the employee taking one (1) or more days at a time during the calendar year at the option of the employee. In no event shall the total sum of days in the optional period exceed five (5) working days. Subject to prior arrangement and approval with supervisor, two (2) of the five (5) optional period days may be split into half-day increments.

5.2.7 Employees requesting personal time off on the option provision shall furnish the District with advance notice of not less than forty-eight (48) hours notice. This advance notice may be waived by the District in event of emergency where the forty-eight (48) hour notice could not be given.

5.2.8 The District shall not be required to permit more than one employee from any work classification to be on personal time off at the same time.

5.2.9 An employee who enlists or is inducted into the armed services of our country shall be paid for the personal time off accrued to the date of leaving the employ of the District.

5.2.10 Any employee who has accrued personal time off as herein provided and who terminates employment with the District after giving the District two weeks notice of intention to quit, will receive accrued personal time off pay.

5.3 SICK LEAVE

5.3.1 The District will "bank" existing sick leave accrual as of December 31, 1988, until exhausted. There will be no further accrual of sick leave beginning January 1989. An employee who uses personal time off for an illness shall be allowed to utilize their bank of sick leave after use of three (3) days of personal time off due to any illness or injury. When the "bank" of sick leave is depleted then personal time off will be used for any additional leave.

5.3.2 Medical evidence of disability may be required after the first three (3) days of personal time off use for sickness. In cases where there appears to be an abuse of this sickness benefit privilege, the District may request medical evidence for the first three (3) days of personal time off for sickness.

5.4 HOLIDAYS

5.4.1 All employees covered by the Agreement shall be entitled to holidays with pay. Holidays shall be as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Floating Holiday

5.4.1.1 When one of these days falls on a Sunday, the Monday following shall be the holiday and when a holiday falls on a Saturday, it shall be observed on the preceding Friday, except for employees needed to render customer service who will observe the following Monday as the holiday. Ten (10) paid holidays are guaranteed. In no case shall half-holidays be recognized. Employees shall be eligible for the above listed holidays providing they are on pay status the day before and the day after the holiday.

5.4.2 All emergency or construction work on holidays mentioned in the above section 5.4.1 shall be paid at the rate of double time to hourly paid employees.

5.4.3 All monthly employees covered by this Agreement shall receive a day off for each holiday as designated in 5.4.1.

5.4.4 An employee hired for temporary work below journeyman classification and working for a period of less than six (6) months shall not receive holiday or personal time off pay. After six (6) months continuous employment, these benefits shall be retroactive.

5.5 OCCUPATIONAL DISABILITY ALLOWANCE

5.5.1 In case of any disability which is covered by State Industrial Insurance and Workmen's Compensation is being paid, the District will pay to such disabled regular employee who has been employed by the District for one (1) year prior to this disability an occupational disability allowance equal to the difference between 80% of regular straight time wages and the amount of State Compensation with the exception that the first three (3) working days shall be charged to the sick leave bank (or to personal time off, if no sick leave is available), less any State Compensation which may apply. The District will pay 80% of regular straight time pay less State Compensation for an additional working period of 255 working days to make a total of 258 days. Any additional payment will be prorated and will be charged first to the sick leave bank and then personal time off up to the limit of the employee's accumulation. No accumulation of personal time off will be granted while on L & I accident leave.

5.6 LEAVES OF ABSENCE

5.6.1 If any employee requests time off in addition to regular time off, such request may be granted at the employee's own expense, provided it does not inconvenience the operation of the District or increase operating expenses.

5.6.2 When employees are granted a leave of absence and return to their previous jobs, only the employees advanced to fill the temporary vacancies created by the leaves of absence shall be affected, and in each case shall return to the jobs they left.

5.7 JURY DUTY

5.7.1 Employees called for jury duty shall be reimbursed by the District any differences in wages lost. These absences shall not be charged to an employee's personal time off.

5.8 INSURANCE

5.8.1 The District agrees to provide medical, dental, life, accidental death and dismemberment (AD&D), and long-term disability (LTD) insurance for all regular employees covered by this agreement. This coverage will be based on the following:

- a. A choice of medical plans to include an indemnity plan and a health maintenance organization (HMO).
- b. A dental plan.
- c. Effective April 1, 2006 the PUD will pay 95 percent of the composite premium for employee and dependent medical and 100 percent of the premium for employee and dependent dental coverage. Effective January 1, 2007 the PUD will continue to pay 95 percent of the composite premium for employee and dependent medical and 100 percent of the premium for employee and dependent dental coverage. Effective January 1, 2008 the PUD will pay 94 percent of the composite premium for employee and dependent medical and 100 percent of the premium for employee and dependent dental coverage. Effective January 1, 2009 the PUD will pay 93 percent of the composite premium for employee and dependent medical and 100 percent of the premium for employee and dependent dental coverage. Any employee premium share shall be paid by payroll deduction.
- d. Term life insurance in an amount equal to the employee's annual base salary (rounded to the next \$1,000) plus a basic \$5,000. Premium for this coverage will be paid 100 percent by the District.
- e. AD&D insurance in an amount equal to the employee's annual base salary rounded to the next \$25,000 increment. Premium for this coverage will be paid 100 percent by the District.
- f. LTD insurance based on a 90-day waiting period. Premium for this coverage will be paid 100 percent by the District.

5.8.1.1 In addition, the District will make available for employee purchase through payroll deduction, amounts of supplemental term life and AD&D insurance for the employee and dependents. Short term disability (STD) insurance based on a 7-day waiting period will be made available for purchase through payroll deduction at the same premium level as that established annually for LTD. Any amount of STD premium that is in excess of the LTD premium will be paid by the District

5.8.1.2 All issues relative to this group insurance shall be discussed through the Insurance Committee established by the Board of Commissioners and composed of an equal number of union and non-union employees.

5.8.1.3 Employees who are vested in the Public Employees Retirement System (PERS), have worked for the District a minimum of ten (10) consecutive years at the time of retirement, and who leave the employ of PUD 3 by 1) retiring and immediately receiving benefits under PERS; or 2) retiring but choosing not to receive benefits under PERS until such time as actuarial reductions to those benefits diminish, are eligible to remain a part of the PUD 3 group medical and dental insurance plans with the following stipulations:

- a. Premium credits will be given at the rate of 3% toward premium cost for each year of employment with the District, not to exceed the percentage being paid for active employees, toward medical insurance premiums.
- b. The surviving spouse of a retiree who was covered at the time of the retiree's death may continue his/her coverage with the same premium credits as the deceased retiree until time of death.
- c. Dependent children of District retirees, as defined by the PUD employee healthcare plan, are eligible for premium credits.
- d. Eligible employees leaving employment or retiring from the District will be given a one-time option to remain with the PUD group medical and dental insurance plans and must continue the coverage regardless of eligibility for other plans.
- e. Exclusions from premium credits include employees retiring due to a disability with fewer than 10 consecutive years with the District; employees on long term disability receiving benefits from the PUD's long term disability program and with fewer than 10 years of employment with the District; and a new spouse to a surviving spouse."

5.8.1.4 The District will strive to maintain benefit levels and will not of its own accord reduce the benefits of the coverage that becomes effective August 1, 1992, during the life of this contract.

5.8.2 If a state or national health insurance program becomes effective during the term of this agreement, and such program affects the insurance provisions, including premium amounts, set forth in this section, the District and the Union shall meet to negotiate the impact on such insurance provisions so affected.

5.9 REGULAR PART-TIME EMPLOYEE BENEFITS

5.9.1 Holidays. During the first 1040 hours of employment (six months), regular part-time employees will receive no paid holidays. After six months of employment, the employee will be paid retroactively for any holidays for which he/she qualifies as provided hereafter. Holidays will then be paid to regular part-time employees providing they are on pay status both the day before and the day after the holiday.

5.9.2 Insurance Benefits. Medical insurance, dental insurance, basic amounts of life insurance, accidental death and dismemberment insurance and long term disability insurance shall be provided through the program described in section 5.8.1 above with the premiums shared proportionately by the District and employee based on a ratio of hours worked to full time hours (40 hours per week).

5.9.3 Personal Time Off Benefits. PTO will be accrued using the schedule under 5.2.1 based on a ratio of hours worked to full time hours (40 hours per week).

5.10 COMPENSATORY TIME-OFF

5.10.1 Overtime hours worked may be placed in a compensatory time-off (comp time) bank at the double time rate in lieu of overtime pay at the double time rate. At no time during the calendar year (January through December) may accumulated comp time exceed eighty (80) hours. Comp time may be cashed out or used, provided that use for time off shall

not exceed forty (40) hours in said calendar year. The comp time bank may be replenished during the year. The balance may be cashed out at any time. The balance in the comp time bank will be cashed out the last pay period of the year.

5.11 TOOL ALLOWANCE

5.11.1 An amount of \$300.00 will be granted annually to assist in the purchase of tools and equipment for the following classifications: General Foreman, Line Foreman, Journeyman Lineman, Apprentice Lineman, Serviceman, Wireman, Apprentice Wireman, Relay Technician, Mechanic, Meterman, Apprentice Meterman, Tree Trimmer Foreman, Tree Trimmerman, Apprentice Tree Trimmerman, Communications Technician, Utility Electrician, Heavy Equipment Operator, Heavy Equipment Operator Helper, and Transformer Shop Foreman.

5.11.2 All other "A" Group classifications (including the dual-classification position) shall receive an allowance of \$150.00 annually to assist in the purchase of tools and equipment needed to perform the duties of their positions.

5.11.3 The equipment and tool allowance will be paid in one lump sum through the PUD voucher system during the month of March each year to those individuals who are employed in the qualified classifications.

5.12 TRAINING EXPENSES

5.12.1 The PUD will reimburse out-of-pocket expenses for the following items for regular employees:

- a. Full cost of First-aid/CPR training;
- b. The cost of the initial driving portion of the Commercial Driver's Licensing procedure;
- c. The cost of flagging recertification; and
- d. Flagging recertification will be allowed on company time.

5.12.2 Any employee approved through the District's continuing education program for training related to obtaining a Commercial Driver's License at a district approved program will be reimbursed 100% of the training expenses upon successful completion of the training. This training is to occur on the employee's own time.

5.14 DEFERRED COMPENSATION MATCH

5.14.1 The District shall provide matching contributions to a deferred compensation program on behalf of employees subject to this agreement at the rate of \$.50 for every \$1.00 deferred by the employee up to a maximum of 2% regular straight time pay.

(An employee that defers up to 2% of regular straight time pay will receive a match up to 1% regular straight time pay.)

5.14.2 The District shall provide additional matching contributions to a deferred compensation program on behalf of employees subject to this agreement at the rate of \$1.00

for every \$1.00 deferred by the employee up to a maximum of 1% regular straight time pay. (An employee that defers 1% of regular straight time pay will receive a match up to 1% regular straight time pay. In order to receive the maximum from both matches under 5.14 an employee must defer a total of 3% regular straight time pay to receive a match of 2%).

In addition on an annual basis the final pay period of the year the PUD will pay 1% on overtime hours worked that year directly to each employee so that the employee may take such funds directly or use said funds to contribute to a tax deferred account/investment established and managed by the employee.

5.15 EDUCATION PROGRAM

5.15.1 If an employee participates in the District continuing education program and completes a degree or relevant certification requirements that will make them a more valued employee, a lump sum, one time bonus will be paid as follows:

- a. 2% of annual straight-time salary for an associates degree obtained at an accredited college;
- b. 3% of annual straight-time salary for a bachelor of arts or science degree obtained at an accredited college or university;
- c. 1.5% of annual straight-time salary for a job related certification obtained through an accredited college or university or a regional/national/industry recognized organization.

ARTICLE VI

GENERAL WORK PROVISIONS

6.1 SENIORITY

6.1.1 Seniority shall be determined by length of service. Seniority rules shall apply separately to each group of employees covered by this Agreement, except as specifically covered in the Special Working Rules under Article VIII.

6.1.2 Seniority listings will be made up for each group and for total length of service and posted annually.

6.1.3 The first months six (6) months of employment shall constitute a probationary period, during which time seniority need not apply; however, personal time off will be credited after the first three (3) months of employment. After the first six (6) months of employment, all names must appear on seniority list as of first date of employment. This probationary period may be extended by mutual agreement of the parties.

6.1.4 Errors in past applications of seniority shall be corrected by permanent vacancies developing in the future only.

6.1.5 In case of a classification adjustment involving loss of pay or curtailment of working hours in any of the above-mentioned groups, the employees will have the choice, where practical, of taking the job they left or the job of the employee junior in their group in accordance with the provisions of 6.1.12.

6.1.6 Qualifications being satisfactory, the employees selected for personal time off relief or other temporary vacancy, shall be chosen according to seniority provided that such assignment does not create additional assignment problems such as an additional vacancy that must be filled because the employee has been dispatched, in which case the next senior employee shall be selected. In cases where the creation of additional vacancies cannot be avoided or relief can be reasonably planned in advance, the most senior employee shall be selected. At the termination of the relief period, the employee shall have the right to return to his/her original job.

6.1.7 Employees with two or more years of continuous service in one group requesting to be transferred to duties in the other group and if returned to original group within two years will not lose their seniority rating in said group. If assigned to other group longer than two years, they may be returned to original group with seniority based on that established at the end of the two-year period.

6.1.8 In laying off employees with more than six (6) months in the department because of lack of work, lack of funds or departmental reorganization, the conditions as set forth under Article 6.1.11 shall govern. Employees who have been laid off shall receive preference as openings occur for employment for a period of two (2) years from the date of layoff.

6.1.9 In cases where two or more employees start work on the same day, the date of application for employment shall establish priority of position on the seniority list.

6.1.10 It is understood and agreed that when the PUD acquires or otherwise puts into operation any additional properties, the employees of the new property shall be entitled to full seniority rights attained from the former employer. They shall then be subject to all seniority provisions contained in this agreement.

6.1.11 It is understood and agreed that in all cases of promotion, increase or decrease of personnel, or recall after layoff, the following factors shall be considered and where factors (b) and (c) are sufficient, seniority shall prevail.

- a. Length of continual service.
- b. Knowledge, training, ability, skill, adaptability and efficiency.
- c. Physical fitness.

6.1.11.1 Testing and interviewing of foreman bids will be conducted by a joint committee composed of an equal number of union members appointed by the Union and management members appointed by the District Manager or designee. The testing and interview process shall be mutually agreed to by the Union and the District and shall establish sufficient qualifications as stated in (b) of Article VI, Section 6.1.11. Any changes to the testing and interview process shall be mutually agreed to by the Union and the District.

6.1.11.2 Testing and interviewing of apprentice applicants will be conducted by a joint committee composed of an equal number of union and non-union employees. As determined by the joint committee an applicant will be credited for length of service, which will play a part in the overall determination of the bid award.

6.1.12 In case of a classification adjustment involving loss of pay or curtailment of working hours, employees will have the choice of taking the job they left or one of equal or lower classification considering factors a, b, and c above.

6.1.13 The seniority of employees who are granted leaves of absence for any of the following reasons shall continue to accrue for the period of any such leave.

- a. Induction under the Selective Training and Service Act of 1948.
- b. Those who voluntarily or upon demand, vacate a position of employment with the District to determine physical fitness to enter, or who actually do enter upon active duty or training in the Washington National Guard, the armed forces of the United States or the United States public health service, under the provisions of RCW 73.16.033.
- c. Election or appointment to office in Local Union 77.

6.1.14.1 It is recognized and understood by the parties that storekeeper and warehousemen positions are a classification series for the purpose of advancement and bidding. However, employees within these classifications shall not be penalized nor granted any other preference or privilege with respect to the bidding provisions of Section 6.2 of this agreement.

6.1.14.2 It is recognized and understood by the parties that Heavy Equipment Operator and HEO Helper positions are a classification series for the purpose of advancement and bidding. However, employees within these classifications shall not be penalized nor granted any other preference or privilege with respect to the bidding provisions of Section 6.2 of this agreement.

6.1.15 Accumulation of seniority for employees holding positions which have duties in both the A Group and in the B Group (dual classification), application of seniority will be based on the following rules:

- a. B Group seniority shall accrue continuously from date of hire into a bargaining Union position regardless of whether duties are in the A Group or the B Group.
- b. A Group seniority shall accrue on a prorated basis for actual time worked at duties that are considered to be a part of the A Group position.

6.1.16 It is recognized by the Union and the District that technological changes are occurring on a regular basis which may affect job requirements within certain classifications contained in the Collective Bargaining Agreement. While the District strongly encourages all of its employees to voluntarily take such steps as may be necessary to keep themselves technologically current and competent thereby enhancing their ability to cope successfully with technological change, and while the District currently provides resources to assist in such efforts, the District nonetheless agrees to make every effort to provide training for affected employees otherwise unqualified for reassignment or, in the case of those employees who have qualified themselves and for which vacancies exist, reassignment to other positions before a reduction in force results from said changes in technology. For those affected employees who cannot be reassigned, reduction in force will be accomplished by attrition provided that said affected employees are off the payroll by the time technological changes renders their skills and services unusable and uneconomical. In applying the reassignment discussed above, it is not the intent of the parties to circumvent the contractual bidding process.”

6.2 BID PROCEDURES

6.2.1 Any job to last over thirty (30) days shall be open for bid and the senior qualified employee shall be given the job. The time of probable duration of a job shall be stated on the notice of bid. If a job lasts over six (6) months and there is reasonable probability that it is to be permanent, the job shall then be opened for permanent bid.

6.2.2 A copy of the specifications of the job opened for bid shall be furnished the Union through the Shop Steward and before the job is permanently assigned a list of the employees bidding on the job shall be furnished the Union through the Shop Steward.

6.2.3 Seniority for competent employees shall only be exercised when vacancies occur. The vacancies shall be posted for bid for periods of not less than three (3) workdays in all stations in the groups involved and copy of the notice furnished the Union. However, any eligible bidder absent during the posting because of personal time off or industrial injury who could outbid actual bidders on the posting would first be given the opportunity to bid before a permanent award is made. For the convenience of the District, temporary assignments may be made. Bids must be made before the closing date specified in the notice. An employee shall not be required to exercise seniority and shall not sacrifice any future rights to bid on vacancies through failure to do so. Job bids shall be awarded or withdrawn within three (3) working days after the bid is closed unless otherwise mutually agreed upon by the District and the Union.

6.2.4 As an exception to the bid process, with the approval of the District and the Union, exchange of jobs may be made by mutual agreement of the persons involved.

6.2.5 Applicants and bidders on District employment vacancies requiring a Commercial Driver's License must obtain said license within six months of the effective date in the position.

6.3 PAY DAYS

6.3.1 The District will pay employees at least twice a month and will designate the regular pay days. If payday falls on a holiday or Sunday, the principle that the preceding day becomes a payday shall be followed.

6.4 OUTAGE RESPONSE

6.4.1.1 All employees of the District who, as a part of their regular job duties, are required to respond to outages must establish and maintain their domicile and principal residence within 30 minutes travel time under normal conditions of their regularly assigned headquarters or live within the district's service territory. Current employees are strongly encouraged to meet this requirement as well.

6.4.1.2 All employees of the District who, as a part of their regular job duties respond to outages, should maintain a minimum of 30% all overtime response over a two year period to be considered for future promotions to a position that requires overtime response. The Union and District understand and agree that there is a responsibility to provide a high level of continuous service to its customers and provided system reliability, to that end all employees in a position that would require response to outages should respond to a reasonable percentage of outages.

Starting April 1, 2010 the outage response percentage from the prior 12 month period will be considered for promotions to positions that require overtime response. Following April 1, 2010 employees will continue to develop a growing response percentage until a 24 month percentage has been developed. Starting April 1, 2011 the outage response percentage for the prior 24 month period will be considered for all future promotions to positions that require overtime response.

6.4.1.3 A deferred compensation match shall be offered if the group of classifications listed below achieves an average of 50% response to overtime call-outs over a 6 month period. This match is described as follows:

The District shall provide matching contributions to a deferred compensation program on behalf of employees in the classifications listed below at the rate of \$.75 for every \$1.00 deferred by the employee up to a maximum of 2% regular straight time pay if the employees obtain a group average of 50% response to overtime call out over the prior 6 month period. The six month period will be defined as December 16 – June 15 and June 16 - December 15 each year. (An employee that defers up to 2% of regular straight time pay will receive a match up to 1.5% regular straight time pay. This match is above the match provided to employees under 5.14 of this collective bargaining agreement. In order to receive the maximum from all matches an employee must defer a total of 5% regular straight time pay to receive a total match from the district of 3.5%)

General Foreman	Apprentice Meterman
Heavy Crew Foreman	Tree Trimmer Foreman
Line Foreman	Tree Trimmerman
Lineman	Apprentice Tree Trimmerman
Apprentice Lineman	Mechanic Foreman
Outside Serviceman	Mechanic
Off-Hours Serviceman	Storekeeper
Shift Serviceman	Warehouseman Class 1
Relay Technician	Warehouseman
Wireman	Beginning Warehouseman
Apprentice Wireman	Utility Person
Utility Electrician	Meter Reader Installer "A"
Meterman Foreman	Meter Reader
Meterman	Communications Technician
Heavy Equipment Operator	Transformer Shop Foreman
Heavy Equipment Operator Helper	

**ARTICLE VII
GENERAL WORKING RULES**

7.0 The following general working rules apply to all employees in classifications covered by this Agreement unless a special rule is provided in Article VIII.

7.1 RELIEF FROM DUTY, WORK WEEK, WORKING HOURS AND WEATHER

7.1.1 Relief from Duty - Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, then employees shall receive a full day's pay, unless relieved at their own request, or on account of weather conditions.

7.1.2 Work Week & Working Hours - Eight (8) consecutive working hours shall constitute a day's work for all persons covered by this Agreement. Five (5) working days falling in sequence shall constitute a workweek for all employees covered by this Agreement. Employee hours of work different from the regular workday may be established by mutual agreement between the parties.

7.1.3 Rest Periods - The District shall allow two (2) rest periods a day, one in the morning and one in the afternoon.

7.1.4 Weather - Employees ordered to report to work during regular working hours, and it is mutually agreed that weather conditions are such that the employees cannot work, they shall receive one (1) hour's pay, provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions. The District recognizes during extreme weather conditions that employees will not be required to do hazardous work on live wires, except in case of emergency.

7.2 OVERTIME, CALL-OUT TIME, SHOW TIME

7.2.1 Employees paid on an hourly rate shall be allowed overtime at the rate of double time for all time worked other than the regular day or shift. Employees shall be paid at the regular overtime rate from the time they are called until they return to the place from where called, except that such travel pay shall be limited to actual time or 30 minutes, whichever is less, before arriving at headquarters and a maximum of 30 minutes after leaving headquarters. Such travel pay shall not apply to employees on a rest period that are called to their regular shift. If employees are notified before leaving their regular daily work to report for duty after regular working hours, they shall be paid only from the time they report to headquarters until they return to headquarters.

7.2.2 The District agrees that all overtime will be divided as equally as possible and practical. However, regular employees of the District shall be offered first choice on all overtime. Temporary employees will be utilized for overtime after it has been offered to regular employees or when it has been determined that regular employees are not available.

7.2.3 Employees shall receive an amount of not less than the equal of four (4) hours straight time pay when called out from their homes at times other than regular working hours, provided that, if they are called out less than one hour prior to the start of their regular shift, the minimum of four (4) hours shall not apply but they will be paid overtime from the time of call to the start of the regular shift. They shall be paid the regular overtime rate from the time they leave home, and except where they go on regular shift, until they are returned to their homes, except no pay shall be allowed while eating or sleeping, provided however, that if employees are notified before leaving their regular daily work to report for duty some time after regular working hours, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event, not less than the equal of four (4) hours straight time pay.

7.2.4 Employees working continuous overtime for four (4) hours or more following normal working hours but prior to the beginning of the normal shift or cumulative overtime for four (4) hours or more following midnight and prior to the beginning of the normal shift will be paid at the overtime rate until the employee is offered a rest period of eight (8) hours or longer. An employee on continuous or cumulative overtime who is offered such rest period may elect to take the rest period or continue to work all or part of the normal work period at the straight-time rate. (Allows employee after working four overtime hours prior to normal work period, to work normal work period at straight-time pay.) Any employee who elects to work his or her normal shift shall receive an additional two (2) hours straight-time pay (this shall be referred to as "show up pay"). If such employee is required to continue working without the rest period, he/she shall be paid at the overtime rate until given 8 hours rest. If said eight (8) hour rest period extends into the normal shift, up to two (2) hours paid rest shall be provided. (For the purpose of this paragraph, an overtime callout of less than two (2) hours shall be recorded as two (2) hours for the cumulative hours calculation.)

7.2.4.1 When bargaining unit personnel work overtime during the night, at the end of the eight (8) hours rest period they will report to work. If the employee is unable to report to work at that time, he/she is responsible to ensure contact is made with the supervisor. If the rest period ends prior to the mid-shift break, at that time the employee may choose to take PTO or any available comp time for the remainder of the shift. As an alternate to using PTO or comp time, the employee may choose to use time without pay, however in this case the rest period premium will be forfeited.

7.2.4.2 However, if the rest period ends at mid-shift break or later the employee may choose to take PTO, any available comp time, or time without pay for the remainder of the shift and will receive rest period premium.

7.2.4.3 An employee may qualify for either the paid rest or show up pay. The contractual language prohibits collecting both.

7.2.5 Employees called for duty less than four (4) hours before the beginning of regular working hours, or their shift hours, shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours following shall be straight time.

7.2.6 Each employee will have time credited to their personal time off bank in January of the following year, the time credited will be earned from the amount of overtime worked each payroll year and accrued as follows:

100 HOURS	8 HOURS PTO FIRST 100 HOURS WORKED
101 TO 150 HOURS	4 HOURS PTO FOR 50 HOURS WORKED
151 TO 500 HOURS	2 HOUR PTO FOR EVERY 25 HOURS WORKED

A maximum of forty (40) hours of personal time off may be earned for overtime hours worked per payroll year.

7.3 MEAL PERIODS AND MEAL PROVISIONS

7.3.1 Mealtime shall be 6:00 a.m. for breakfast, 12:00 noon or 12:00 midnight for lunch and 6:00 p.m. for dinner. To be eligible for a meal allowance during Saturdays, Sundays and holidays, or to be eligible for the 12:00 midnight meal during the regular workweek (when working unscheduled overtime), an employee must work more than two (2) hours of the unscheduled time period.

7.3.1.1 The one-half (½) hour lunch period, during the normal workday, may be moved without penalty as much as one-half (½) hour earlier or later when necessary to promote work continuity. An employee who is unable to eat lunch within this window shall be provided a lunch period and shall receive one-half (½) hour pay at the straight time rate. This is not to be considered time worked.

7.3.1.2 The one (1) hour lunch period, during the normal workday, may be moved without penalty as much as one (1) hour earlier or later when necessary to promote work continuity. An employee who is unable to eat lunch within this window shall be provided a lunch period and shall receive one (1) hour pay at the straight time rate. This is not to be considered time worked.

7.3.2 When working on overtime work after the regular day or shift or when called out at night, Saturday, Sunday or holidays, the District shall provide twelve dollars (\$12.00) allowance for breakfast, fifteen dollars (\$15.00) allowance for lunch, twenty-eight dollars (\$28.00) allowance for dinner and fifteen dollars (\$15.00) allowance for the midnight meal, whether eaten or not. The payment for the meal allowance will be paid on a quarterly basis on the first Tuesday of April, July, October and January.

7.3.3 When employees are required to work through their regular meal period and eat in transit from one work location to another, the thirty-minute meal period time shall not be deducted. Under all other circumstances the thirty-minute meal period time shall be deducted.

7.3.4 When meals are delayed beyond a reasonable time, i.e., two hours past the regular meal period, the thirty-minute meal period time shall not be deducted.

7.3.5.1 When the employee leaves district property at the end of overtime work and during a meal period, more than one-half of the meal period must have expired in order to qualify for a meal ticket. Travel time to home and time used to eat a meal may not be used to qualify for non-deduction of the meal period.

7.3.6 When employees are instructed before quitting time to report for duty before regular daily starting time or are instructed to report for scheduled overtime, the employees shall provide their own lunch, and if instructed to report for duty from one hour prior to regular starting time, the employees shall also provide their own breakfast, the same as is regularly done on other days.

7.4 TRAVEL PROVISIONS

7.4.1 Employees being dispatched to or from permanent headquarters to temporary headquarters will be paid regular wage rate for time consumed in traveling and traveling expenses and reasonable board and lodging expenses paid by the District while working out of temporary headquarters.

7.4.2 Temporary employees hired to work out of a District headquarters on a temporary basis will not be allowed board and lodging expenses.

7.4.3 Employees shall travel from headquarters to headquarters on District time and shall report to the headquarters in which they are regularly employed.

7.4.4 Any employee who is scheduled to attend training or a meeting at a location other than regular reporting headquarters but closer to the employee's residence will show up at starting time at the location where training or the meeting is to occur for the convenience of both the employee and the District.

7.5 HEADQUARTERS PROVISIONS

7.5.1 Established Headquarters is considered to mean any headquarters established by the District with proper advance notice for the purpose of engaging in construction or maintenance work covered by this Classification where such work will continue for a period of eighteen (18) days or longer.

7.5.2 The District, at its option, may establish Temporary Headquarters at any location where suitable board and lodging can be obtained or provided, but the determination as to whether such headquarters are temporary or permanent shall be made and the employees so notified in advance of transfer.

7.5.3 Temporary Headquarters is considered to mean any headquarters established by the District for the purpose of engaging in work as covered by this classification,

where such work will continue for a period of less than eighteen (18) days. After the application of this rule, regular working rules shall apply.

7.6 UPGRADE PAY

7.6.1 In case of an hourly paid employee being employed at two classifications in the same half-day, the employee shall receive the highest rate of pay for the half day.

7.6.2 Foreman/Lineman/Serviceman performing Superintendent duties receive pay at the General Foreman rate. If the General Foreman is upgraded to the position of Superintendent, an increase will be granted in proportion to the difference between the Line Foreman rate and the General Foreman rate. Pay upgrades will be for actual time worked in the position when additional responsibilities are assumed and not for "covering" in the event of very short absence of the supervisor.

7.6.3 Customer Service personnel performing the duties of the Belfair Office Supervisor and Customer Service Manager will receive pay at Step 7 of the Consumer Service Representative pay scale plus five percent (5%). Customer Service personnel performing the duties of the Customer Service Office Coordinator will receive pay at Step 7 of the Consumer Service Representative pay scale plus two percent (2%). The pay upgrades will be for actual time worked in the position when additional responsibilities are assumed and not for "covering" in the event of very short absence of the supervisor.

7.6.4 When traditional line crew work is being performed by two or more persons (at least one of whom is a journeyman lineman) one person shall be in charge and shall receive an upgrade to line foreman pay. Traditional line crew work shall not include work which is ordinarily performed by a serviceman or a service crew.

7.6.5 Other provisions of this agreement notwithstanding, upgrade to Storekeeper pay will occur for the position of Warehouseman Class 1 after completion of 6 months training in the essential duties of the storekeeper.

7.6.6 The following classifications will receive an upgrade to the foreman rate only under the following conditions:

- a. Mechanic when supervising two (2) mechanics;
- b. Meterman when supervising two (2) journeymen metermen or one journeyman and one apprentice; and
- c. Wireman when supervising two (2) journeymen or one journeyman and one apprentice.

7.6.7 Meter readers will receive a minimum of two (2) hours in upgraded pay for out-of-classification work performed.

7.6.8 Other provisions of this agreement notwithstanding, upgrade to Meter Reader/ Installer "A" will occur for the position of Utility Person under the following conditions:

- a. After successful completion of training in the essential duties of the Meter Reader/ Installer "A", and
- b. When the Meter Reader/ Installer "A" is absent in excess of two (2) consecutive days.

7.6.9 Upon proficiency, the HEO Helper will be eligible for upgrade under 7.6.1 of the CBA. The Helper will be deemed proficient and eligible for such upgrade upon mutual agreement of the Operations Manager and the Heavy Equipment Operator.

7.7 SAFETY RULES

7.7.1 Foremen engaged in hazardous work shall not be required to handle tools except as permitted in WAC 296-45-65015 of the State Electrical Workers' Safety Rules.

7.7.2 Employees working on voltage in excess of 600 volts shall do so in accordance with the State Electrical Workers' Safety Rules.

7.7.3 The District agrees to furnish protective shields and first aid sets for the protection of employees when working where protective apparatus is needed or requested.

7.7.4 After one (1) year of service with the District as a journeyman lineman or journeyman tree trimmer, the District shall pay for the replacement cost of hooks and accessories, safety straps, body belts and replaceable gaffs if the District deems replacement is necessary for safety purposes and upon receipt of the items replaced. The District will also provide necessary clothing when working on unusually dirty work as ordered by Management.

7.7.5 The District agrees to provide non-prescription safety glasses on an annual basis. If prescription safety glasses are required, the District will reimburse employees up to fifty dollars (\$50.00) toward the purchase of said glasses on an annual basis if not already covered by the district's vision plan.

7.8 APPRENTICES

7.8.1 There shall not be more than one apprentice to every gang of three (3) to six (6) Journeymen, provided, however, each Utility District may have one (1) apprentice.

7.8.2 Apprentices shall remain at their third year rate (fourth year for apprentice wireman) until such time as they may be used as Journeymen. An apprentice having served an apprenticeship shall not be removed in favor of a new Apprentice until he/she has been made a Journeyman, nor can he/she be replaced by a new Journeyman. An apprentice must work under the direct supervision of a Journeyman, and a sixth period apprentice (eighth period for apprentice wireman) shall be paid the journeyman rate only for time the apprentice is required to be used for replacement purposes as a Journeyman to complete a crew.

7.9 TEMPORARY ASSIGNMENTS

7.9.1 An employee placed on temporary assignment to a higher classification shall receive the prevailing rate of pay for the highest classification during the entire period of the assignment.

7.9.2 When an employee is transferred to any position in which he/she has had no previous experience, a reasonable break-in period shall be given with an experienced employee in that position without an increase in pay.

7.9.3 In transferring employees from one shift to another no loss in regular pay shall result and a minimum of sixteen (16) hours off duty between shifts shall be allowed, except in emergencies or where otherwise agreed upon by the parties hereto.

ARTICLE VIII

SPECIAL WORKING RULES BY CLASSIFICATION

8.0 The following working rules shall apply in addition to the general working rules to all employees in the following groups. When in conflict with other provisions of this Agreement, the following rules shall govern:

8.1 "A" GROUP CLASSIFICATIONS

8.1.1 All employees must report at headquarters in time to start at 8:00 a.m. The eight-hour day shall consist of four (4) hours from 8:00 a.m. to 12:00 noon and four (4) hours from 12:30 p.m. until 4:30 p.m. The thirty minutes from 12:00 noon to 12:30 p.m. shall be the lunch period.

8.1.1.1 The eight-hour day for the Off-Hours Serviceman's position shall consist of the following:

- a. Summer Hours (April 1 - October 31)
12:30 p.m. - 9:00 p.m. weekdays
8:00 a.m. - 4:30 p.m. weekends
- b. Winter Hours (November 1 - March 31)
8:00 a.m. - 4:30 p.m.
- c. The meal period will be from 4:30 p.m. until 5:00 p.m. on weekdays during summer hours and from 12:00 noon to 12:30 p.m. on weekends during summer hours and all days during winter hours.

8.1.1.2 The eight-hour day for the Shift Service Crew shall be 5:30 p.m. to 2:00 a.m. The meal period will be from 9:30 p.m. to 10:00 p.m. Monday through Friday.

8.1.2 Employee hours of work different from the regular workday involving four 10-hour days may be established by mutual agreement between management and affected employees. The Union Business Representative will be notified in writing prior to implementation. During any work week in which a calendar holiday is recognized by the District, or in which a floating holiday is taken, the employee may revert to the standard 5-day work week with the standard 8-hour shift, may use two (2) hours of accrued PTO or may use two (2) hours of no-pay to complete the 10-hour day. In no event will a 10-hour holiday be granted. In reference to personal time off accruals in this contract, one day means eight (8) hours.

8.1.3 When work is being performed on the District's lines at a location that is fifteen (15) blocks or more from the District warehouse, the lunch shall be eaten on the job.

8.1.4 The normal line crew will be a three-person crew typically consisting of a foreman and two journeyman linemen. It is understood that there must be flexibility and efficiency of operation that will depend on the nature and size of the job and/or personnel and

equipment availability. Therefore, the District intends to use various combinations of people to fill a crew, within the Electrical Workers Safety Rules. Union and Management will jointly work to observe and apply the principles as stated herein.

8.1.4.1 The foreman of any District crew who believes that a job cannot be accomplished with the personnel dispatched, shall immediately advise management of the concern and the reasons therefore. After consideration, the crew size and/or composition may be adjusted to accommodate the concerns of the Foreman of the crew, or the job may be cancelled and rescheduled for another day. In any event, after the portion of the job that can be accomplished is completed, the remainder will be rescheduled for another day.

8.1.4.2 Any disagreement over crew complement assignments shall be referred to the Line Work Rules Committee for resolution. The Committee shall consist of two (2) shop stewards and their superintendents with others as necessary for resolution of the problems.

8.1.5 All framing of poles on the job or in any pole yard shall be done by Journeyman Linemen with the assistance of qualified person(s). The erection of towers, poles and stubbing of poles shall be done by regular line crews. Every pole crew shall include at least one Journeyman Lineman in addition to a Foreman. Routine tree trimming, including clearing of right-of-ways, may be done by regular line crews.

8.1.6 Three persons may be required to use the "thumper" on a single phase line. If additional help is required, it should be up to the discretion of the person in charge with authorization from management. The three persons shall consist of two journeyman linemen and a foreman, when available. If any differences arise regarding this section, both parties agree that a labor/management meeting shall be held to discuss these differences.

8.1.9 Utility Persons will do any and all utility work except that work exclusively being done by a craftsman (however, they may assist these craftsmen).

8.1.10 Whenever crews are combined temporarily so that the combined crews total more than four (4) employees and involve more than one Foreman, the Senior Foreman shall then supervise. The other Foreman shall do line work without reduction in pay.

8.1.11 In the event any crew is reduced in number because some of its members are taking personal time off, the remaining members shall not be required to take their personal time off at the same time.

8.1.12 Only those employees who are qualified Linemen can become Outside Servicemen.

8.1.13 The five (5) days, Monday through Friday, shall constitute a workweek. Exceptions to the schedules in this Section and Section 8.1.1.1 and 8.1.2 of this Article may be established to meet the conditions of some particular cases by mutual consent of the parties hereto.

8.1.14 Any Journeyman Lineman bidding on a Foreman's position shall have had not less than five (5) years experience as a Journeyman Lineman provided, in the event no employee is qualified with the five (5) years experience, an employee with less experience may fill the job.

8.1.15 A Line Crew Foreman shall be classified as a Heavy Crew Foreman when a crew consisting of four (4) or more Journeyman Linemen in addition to the Foreman is assigned.

8.1.16 All employees employed on work eighty (80) feet above ground or higher shall be paid at the rate of double time while working at such height. This rule shall not apply when employees are working on the roofs of buildings where no exceptional hazard exists.

8.2 "B" GROUP CLASSIFICATIONS

8.2.1 The normal workweek shall be Monday through Friday. The normal work period shall be, excluding meal period, eight (8) consecutive hours a day starting at 7:30 a.m. The District may change the schedule of the normal work periods between 7:30 a.m. and 6:00 p.m. after giving the employees five (5) days advance notice.

8.2.2 Employees shall not be scheduled for more than eight (8) consecutive hours unless all time over eight (8) hours is paid at the overtime rate.

8.2.3 Sections 8.2.1 and 8.2.2 shall apply to the Meter Reader/Installers classification.

8.2.4 The District shall schedule regular meal periods of either thirty (30) minutes or sixty (60) minutes without pay for all full-time employees working their defined scheduled work period, unless said employees are designated by the District to eat on the District's time. Meal periods will fall approximately in the middle of the work period.

8.2.5 All monthly-paid employees shall be allowed overtime pay at the rate of double the regular rate at which such employee is employed for all work performed during periods other than their regular day or shift.

8.2.6 District seniority shall be the period of continuous employment with the District since the last date hired. No seniority of less than six (6) months shall be recognized. If at any time during the employee's initial six (6) months probationary period a new employee changes classifications, the employee's probationary period shall be extended for six (6) months. In no event shall an employee's probationary period exceed twelve (12) consecutive months. After six (6) months continuous service with the District, all employees will accrue the benefits provided even though they may still be in a probationary status.

ARTICLE IX
COMPENSATION

9.1 Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

9.1.1 "A" GROUP WAGE RATES

CLASSIFICATION	4/1/2018 WAGE PER HR	4/1/2019 WAGE PER HR	4/1/2020 WAGE PER HR	4/1/2021 WAGE PER HR	4/1/2022 WAGE PER HR
General Foreman (117% of Journeyman Scale)	53.74	55.35	57.01	58.72	60.49
Heavy Crew Foreman (117% of Journeyman Scale)	53.74	55.35	57.01	58.72	60.49
Line Foreman (112.5% of Journeyman Scale)	51.67	53.22	54.82	56.46	58.16
Transformer Shop Foreman (112.5% of Journeyman Scale)	51.67	53.22	54.82	56.46	58.16
Lineman	45.93	47.31	48.73	50.19	51.70
Apprentice Lineman:					
1st 6 months (74% Lineman)	33.99	35.01	36.06	37.14	38.26
2nd 6 months (78% Lineman)	35.83	36.90	38.01	39.15	40.33
3rd 6 months (82% Lineman)	37.66	38.79	39.96	41.16	42.39
4th 6 months (84% Lineman)	38.58	39.74	40.93	42.16	43.43
5th 6 months (87% Lineman)	39.96	41.16	42.40	43.67	44.98
6th 6 months (95% Lineman)	43.63	44.95	46.29	47.68	49.12

CLASSIFICATION	4/1/2018 WAGE PER HR	4/1/2019 WAGE PER HR	4/1/2020 WAGE PER HR	4/1/2021 WAGE PER HR	4/1/2022 WAGE PER HR
Outside Serviceman	45.93	47.31	48.73	50.19	51.70
Off-Hours Serviceman (107% of Journeyman Scale)	49.15	50.62	52.14	53.70	55.32
Shift Serviceman (107% of Journeyman Scale)	49.15	50.62	52.14	53.70	55.32
Relay Technician (110% of Journeyman Scale)	50.52	52.04	53.60	55.21	56.87
Wireman	45.93	47.31	48.73	50.19	51.70
Apprentice Wireman:					
1st 6 months (74.8% Wireman)	34.36	35.39	36.45	37.54	38.67
2nd 6 months (77% Wireman)	35.37	36.43	37.52	38.65	39.81
3rd 6 months (79.3% Wireman)	36.42	37.52	38.64	39.80	41.00
4th 6 months (82.1% Wireman)	37.71	38.84	40.01	41.21	42.45
5th 6 months (85% Wireman)	39.04	40.21	41.42	42.66	43.95
6th 6 months (88.4% Wireman)	40.60	41.82	43.08	44.37	45.70
7th 6 months (92.3% Wireman)	42.39	43.67	44.98	46.33	47.72
8th 6 months (96.5% Wireman)	44.32	45.65	47.02	48.43	49.89
Utility Electrician	45.93	47.31	48.73	50.19	51.70
Meterman Foreman (112.5% of Journeyman Scale)	51.67	53.22	54.82	56.46	58.16
Meterman	45.93	47.31	48.73	50.19	51.70
Apprentice Meterman:					
1st 6 months (74% Meterman)	33.99	35.01	36.06	37.14	38.26

CLASSIFICATION	4/1/2018 WAGE PER HR	4/1/2019 WAGE PER HR	4/1/2020 WAGE PER HR	4/1/2021 WAGE PER HR	4/1/2022 WAGE PER HR
2nd 6 months (78% Meterman)	35.83	36.90	38.01	39.15	40.33
3rd 6 months (82% Meterman)	37.66	38.79	39.96	41.16	42.39
4th 6 months (84% Meterman)	38.58	39.74	40.93	42.16	43.43
5th 6 months (87% Meterman)	39.96	41.16	42.40	43.67	44.98
6th 6 months (95% Meterman)	43.63	44.95	46.29	47.68	49.12
Communications Technician					
Level III 1st 6 months	34.28	35.31	36.37	37.46	38.58
2nd 6 months	36.35	37.44	38.56	39.72	40.91
After 1 Year	38.32	39.47	40.65	41.87	43.13
Level II	43.26	44.56	45.90	47.28	48.70
Level I	45.57	46.94	48.35	49.80	51.29
Heavy Equipment Operator	35.99	37.07	38.18	39.33	40.51
Heavy Equipment Operator Helper (86% Heavy Equipment Operator)	30.95	31.88	32.84	33.83	34.85
Tree Trimmer Foreman	45.51	46.88	48.29	49.74	51.23
Tree Trimmer Foreman (non-lineman)	43.77	45.08	46.43	47.82	49.26
Tree Trimmerman	38.97	40.14	41.34	42.58	43.86
Apprentice Tree Trimmerman:					
Step 1 (75% Tree Trimmerman)	29.23	30.11	31.01	31.94	32.90
Step 2 (80% Tree Trimmerman)	31.18	32.11	33.07	34.06	35.09
Step 3 (85% Tree Trimmerman)	33.13	34.12	35.14	36.19	37.28
Step 4 (95% Tree Trimmerman)	37.02	38.13	39.28	40.45	41.67

CLASSIFICATION	4/1/2018 WAGE PER HR	4/1/2019 WAGE PER HR	4/1/2020 WAGE PER HR	4/1/2021 WAGE PER HR	4/1/2022 WAGE PER HR
Mechanic Foreman (110% of top Mechanic Scale)	44.32	45.65	47.03	48.43	49.89
Mechanic: 1st 6 months	35.59	36.66	37.76	38.89	40.06
After 6 months	37.64	38.77	39.93	41.13	42.36
After 18 months	40.29	41.50	42.75	44.03	45.35
Storekeeper	35.91	36.99	38.10	39.24	40.42
Warehouseman Class I (After 1 year)	30.84	31.77	32.72	33.70	34.71
Warehouseman (After 6 months)	30.10	31.00	31.93	32.89	33.88
Beginning Warehouseman (1st 6 months)	28.58	29.44	30.32	31.23	32.17
Utility Person	29.87	30.77	31.69	32.64	33.62
Meter Reader/Installer "A:	34.62	35.66	36.73	37.83	38.97
Meter Readers:					
Level 1 – 1st 6 months	22.54	23.22	23.92	24.64	25.38
Level 2 – 2nd 6 months	23.91	24.63	25.37	26.13	26.91
Level 3 – 3rd 6 months	25.33	26.09	26.87	27.68	28.51

9.1.2

“B” GROUP WAGE RATES

CLASSIFICATION	4/1/2018 WAGE PER HR	4/1/2019 WAGE PER HR	4/1/2020 WAGE PER HR	4/1/2021 WAGE PER HR	4/1/2022 WAGE PER HR
Consumer Service Representatives:					
Step 1 – First 6 months	3488.57	3593.23	3701.03	3812.06	3926.42
Step 2 – After 6 months	3788.80	3902.46	4019.53	4140.12	4264.32
Step 3 – After 18 months	3999.31	4119.29	4242.87	4370.16	4501.27
Step 4 – After 30 months	4149.73	4274.22	4402.45	4534.52	4670.56
Step 5 – After 48 months	4360.41	4491.22	4625.96	4764.74	4907.68
Step 6 – After 60 months	4469.27	4603.35	4741.45	4883.69	5030.20
Step 7 – After 72 months	4578.52	4715.88	4857.36	5003.08	5153.17

First four (4) Steps:

Consumer Service Representative – Switchboard

First five (5) Steps:

Consumer Service Representative – Cashier

First six (6) Steps:

Seven (7) Steps:

- Consumer Service Representative – Customer Credit
- Consumer Service Representative – Belfair
- Consumer Service Representative – Dual Class Floater
- Consumer Service Representative – Dual Headquarters Floater
- Consumer Service Representative – Account Specialist

CLASSIFICATION	4/1/2018 WAGE PER HR	4/1/2019 WAGE PER HR	4/1/2020 WAGE PER HR	4/1/2021 WAGE PER HR	4/1/2022 WAGE PER HR
Flaggers	19.16	19.72	20.30	20.89	21.50

9.1.3 WAGE SETTLEMENT

9.1.3.1 Effective April 1, 2018, increase 100 percent (100%) rate of all classifications by three percent (3%).

9.1.3.2 Effective April 1, 2019, increase 100 percent (100%) rate of all classifications by three percent (3%).

9.1.3.3 Effective April 1, 2020, increase 100 percent (100%) rate of all classifications by three percent (3%).

9.1.3.4 The parties agree that unless either party notifies the other party not less than ninety (90) days prior to April 1, 2021, effective April 1, 2021, increase 100 percent (100%) rate of all classifications by three percent (3%).

9.1.3.5 The parties agree that unless either party notifies the other party not less than ninety (90) days prior to April 1, 2022, effective April 1, 2022, increase 100 percent (100%) rate of all classifications by three percent (3%).

9.1.4 SIGNATURES

This agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers.

Dated at Shelton, Washington, this ____ day of _____, 2018.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION NO. 77

Louis R. Walter, Business Manager

Chris Henning, Business
Representative

PUBLIC UTILITY DISTRICT NO. 3 OF
MASON COUNTY, WASHINGTON

Annette Creekpaum, Manager

MASON COUNTY PUD NO. 3
P.O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

11/10/92

Pursuant to agreement in Labor/Management, following is a description of the guidelines that will be used in implementing a pool of individuals to perform the duties of flagging for Mason County PUD 3:

1. Wage rate: \$9:00 per hour. The rate of pay will be subject to any wage increase applied to "B" group wage rates.
2. The maximum number of individuals available in the pool will be determined by the ability of the persons hired to service the PUD territory. The number in the pool will be set accordingly to meet the PUD's demand for short notice and unscheduled flagging requirements.
3. Individuals providing service to the flagging pool will be required to have state certification for flagging and carry a valid first aid card. The training required for flagging certification will be provided by utility-sponsored classes and on utility time. First aid cards must be acquired by flaggers under the guidelines provided to all PUD employees who are required to secure such training. The individuals in the flagging pool will be limited to flagging duties.
4. Any administrative clarification or issues in utilizing this program will be reviewed and resolved through the joint labor/management process. If unresolved differences specifically related to the flagging program remain after a good faith effort by both parties has been made to resolve the same, either party reserves the right to terminate this agreement with 30 days written notice. In the event of such termination, it is agreed that neither party's rights shall have been prejudiced by having entered into this agreement and that the parties will be regarded as having all the rights and obligations they had before entering into this agreement.
5. Individuals who participate in this program will pay a fee to the Union to share in the cost of maintaining and operating the Union as their collective bargaining agency in accordance with its rules. The established fee may be paid through the payroll deduction process. The flagging pool positions are Union and require payment of the union dues.
6. The flagging pool is intended as casual, on-call labor to be utilized on an as-needed basis by the PUD. Flaggers will normally not work more than four months of 70 or more hours in a twelve-month period. Twelve-month periods will be measured as January through December. The flagging pool personnel will be utilized primarily during PUD regular work hours and in the event of unscheduled extended regular workdays. The

PUD will utilize its regular non-casual labor during scheduled and unscheduled overtime. The exception would be if the labor is not available.

7. It is intended that the flagging pool individuals will report to necessary headquarters or job sites in the PUD's service territory. There will be no mileage paid or transportation provided for reporting to the site. In the event a flagger is dispatched to additional locations during the regular work period (or during unscheduled extended hours), mileage will be paid based on the prevailing rate authorized by the PUD.
8. It is intended that the flagging pool will be called out by the supervisor or person in charge. The pool participants will receive compensation as set forth in Item 1 and no other benefits or payments identified in the Collective Bargaining Agreement except the following:
 - a) Double-time for hours worked in excess of eight hours per day (shift), or in excess of 40 hours per week.
 - b) One-hour showtime if called to a job site and the work needed is canceled en route.
9. The foreman or person in charge at the job site will record the flaggers' time on a PUD time sheet. As with PUD policy on time sheets, the appropriate individuals will sign and acknowledge the time recorded. The individual flagger's time will begin when the person reports to the headquarters or job site and end when the person is released from duty.
10. If a labor/management meeting is required to address flagging pool issues, the PUD will pay for one-half of the cost of meeting time for Union employees and the Union will pay for one-half of the cost if the subject of the flagging pool is the only item being discussed. If there is a labor/management meeting being held and the flagging pool issue is only one of the items on the agenda, the PUD will not pay for the meeting.

/s/ Don Guillot
Business Representative
IBEW, Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

11/10/92
Date

11/10/92
Date

EEB:pw

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

3/15/94

Pursuant to practice established since June 1989, a temporary change in regular working hours will occur for the tree trimming crew during the summer months. At a date established annually by a minimum of two-weeks notice given to the parties involved, the regular 8-hour day shall consist of the following as a modification to Section 8.1.1 of the Collective Bargaining Agreement:

Monday through Friday, 4 hours from 6:00 a.m. to 10:00 a.m.
4 hours from 10:30 a.m. to 2:30 p.m.

The thirty-minute period from 10:00 a.m. to 10:30 a.m. shall be the lunch period.

The change in regular hours for summer will generally occur from June through September and shall be triggered by weather conditions that make the operation of chain saws in wooded areas hazardous. Once the hours of work are changed, they will continue until Fall or until dry weather conditions cease for the season or until available daylight hours dictate.

/s/ Louis R. Walter
Business Representative
I.B.E.W., Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

3/15/94
Date

3/15/94
Date

EEB:pw

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

3/15/94
Revised
4/1/2003

To clarify conditions under which a meter reader will receive a pay upgrade to the utility person classification, this information is provided as a guideline. It is not however, intended to restrict either category or to be all inclusive of duties included in either category.

Utility Person Pay Classification:

1. Assisting a craftsman such as a lineman or tree trimmerman.
2. Assisting warehouse personnel
3. Performing flagging duties.
4. Assigned labor involving work efforts of a craft or skilled nature of at least four (4) hours, i.e., painting, carpentry, demolition removal, etc.

Meter Reader Pay Classification:

1. Performing normal meter reading duties including readings for new or final billings.
2. Installation and/or removal of PUD meters.
3. Working on the "board" doing connects and disconnects.
4. Routine duties as assigned such as shoveling snow, setting up chairs for a meeting, water landscape plants, delivering a vehicle for repair, etc.
5. Assignments to modified or light duty as a result of injury.
6. Attendance at meetings during regular working hours.
7. Training related to performance of job duties.

/s/ Louis R. Walter
Business Representative
I.B.E.W., Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

3/15/94
Date

3/15/94
Date

EEB:pw

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

4/12/94
Revised
7/2000

Pursuant to agreement, following is a description of the guidelines that will be used to hire college students for employment on a ground slashing crew:

1. Wage rate: \$13.10 per hour. The rate of pay will be subject to any wage increase applied to "A" group wage rates.
2. Individuals hired shall be registered, full-time students at least 18 years of age who will work only during recognized school break periods as slashers in this program. Sample crew structures are as follows:

Tree Trimming Crew

- 1 – Tree Trimmer Foreman
- 1 – Journeyman Tree Trimmerman
- 1 – Slasher

Ground Slashing Crew

- 1 – Tree Trimmer Foreman
- 2 – Slashers

3. Individuals hired as slashers will be required to have a state certification for flagging, carry a valid first aid card and have a Washington State CDL driving permit. The training required for flagging certification will be provided by utility-sponsored classes and on utility time. First aid cards must be acquired under the guidelines provided to all PUD employees who are required to secure such training. Chain saw safety and proper chipper operations training will also be provided by the PUD.
4. Slashers will be required to remove, haul and chip low-growing brush and trees only and will not work in proximity of energized lines. Operation of a chain saw and driving PUD vehicles will be required.
5. The PUD will provide hard hats, earplugs, goggles and chaps. The employees will provide their own boots, rain gear and other clothing for work.

6. Individuals who participate in this program will pay a fee to the union to share in the cost of maintaining and operating the union as their collective bargaining agency in accordance with its rules. The established fee may be paid through the payroll deduction process. The slasher positions are union and require payment of the union dues.
7. Regular working hours will be the same as those established for the Tree Trimming crew as per Letter of Understanding (3/15/94).
8. Employees working in these positions will not be assigned work outside of this classification unless there are no regular full-time employees available to perform the required duties. In the event that such a circumstance occurs, appropriate upgrades will be paid as established in Section 7.6.1 of the Collective Bargaining Agreement.
9. Participants in this program will receive compensation as set forth in Item 1 and no other benefits or payments identified in the Collective Bargaining Agreement will apply, except that double-time for hours worked in excess of eight hours per day (shift), or in excess of 40 hours per week will be paid.
10. The foreman or person in charge of the crew will record the slashers' time on a PUD time sheet. As required in PUD policy on time sheets, the appropriate individuals will sign and acknowledge the time recorded.
11. If a labor/management meeting is required to address slashing crew issues, the PUD will pay for one-half of the cost of meeting time for Union employees and the Union will pay for one-half of the cost if the subject of the slashing crew is the only item being discussed. If there is a labor/management meeting being held and the slashing crew is only one of the items on the agenda, the PUD will not pay for the meeting time.

/s/ Louis R. Walter
Business Representative
I.B.E.W., Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

4/13/94
Date

4/13/94
Date

EEB:pw

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

10/31/94

The intent of the PUD is that supervisory staff will not propose to perform unit (classified) work. Supervisory personnel will not be dispatched to do such work unless no qualified bargaining unit employees are available.

If under the above described circumstances it becomes necessary to dispatch supervisors to do such work, they will follow the same work procedures and safety practices (in clearing lines, etc.) as would be followed by unit personnel.

It is understood that supervisory personnel at times need to be in the field at the work site to observe, size up the job, determine the extent of damage, assess the work effort that will be necessary to repair the line or, in the case of danger to life, limb or property, to take intermediate steps appropriate to clearing the danger as quickly as possible. This does not mean that such personnel have been dispatched to do unit work.

If disagreements arise as a result of interpretation of the provisions of this letter of understanding, they will first be discussed in a labor/management meeting. If it is not possible to resolve the differences in the labor/management process, the union and the District reserve the right to proceed through the grievance process as provided in Section 4.2 of the Collective Bargaining Agreement.

/s/ Louis R. Walter
Business Representative
I.B.E.W., Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

10/31/94
Date

7/25/94
Date

EEB:pw

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD. NO. 3

3/3/1995
Revised
7/2000

Pursuant to Labor/Management discussions and agreement by the parties, the following items shall become effective upon signing of this letter of understanding:

1. A Utility Person position with the working hours of 11:30 a.m. to 8:00 p.m. is established. This position is intended to assist as provided in the original job description. The only deviation for this position will be the regular working hours as noted above.

The intent of the District is not to send the Utility Person to do work which would normally be handled with call-out personnel unless other personnel are not available, unless it is de minimus or in an emergency (in the case of danger to life, limb or property). However, as with all other Utility Person positions, flagging duties are included when needed.

If the Utility Person is assisting in the mechanic shop, the District will provide basic tools (to remain in the shop as district property) that may be necessary to assist the mechanics in an efficient manner so that the Utility Person will not need to use the personal tools of the mechanics.

2. The parties recognize the need to work safely, effectively, efficiently, flexibly and economically to assure ideal utilization of all resources and manpower in the changing utility industry. In order to accomplish such a working environment, the parties agree to jointly develop a plan that will promote a partnership based upon trust and cooperation resulting in a positive workplace, employee satisfaction and employee involvement.
3. Through a labor/management sub-committee, a plan for employee development, training and preparation for promotion will be developed and recommended to the unit and to management. This plan will be established with the recognition that change is necessary in order to maintain jobs for the future to comply with continuing changes in regulation.

/s/ Louis R. Walter
Business Representative
IBEW, Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

03/03/95
Date

03/07/95
Date

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

8/30/96

Pursuant to agreement between the parties, the following shall constitute the standards that will be applied relative to employee pay status and travel to and from training programs for which the PUD agrees to reimburse employee expenses:

1. Employees will be paid at their regular rate of pay for travel time required to and from training programs at which attendance is *required by the PUD*. If travel must occur outside normal working hours, the employee will be paid at the overtime rate until the destination is reached if driving an automobile or riding as a passenger with another employee driving to the same destination to attend the same program. If the employee is traveling as a passenger on an airplane, train, boat, bus or automobile (i.e., shuttle or taxi), the time is not compensable. Travel time between the employee's home and the airport or other station designated as embarkation point is not compensable. PUD vehicles will be used for travel when possible or mileage will be reimbursed at the prevailing rate if a private vehicle is used. There will be no loss of straight-time pay while an employee is traveling to or from training programs described in this paragraph.

Pay status during the actual training shall also be at the employee's regular rate of pay for normal working hours. It is not the intent of this agreement to provide payment to employees for time spent attending social affairs or casual get-togethers that may be available in association with attendance at the training program.

2. Training workshops, seminars or programs that are attended on a strictly voluntary basis, at the request of the employee and approved by the manager, shall not include pay for travel time. At the discretion of the PUD, the employee may receive his/her regular rate of pay for normal working hours while attending said training sessions. The PUD generally (unless for extraordinary reasons) will disapprove education requests that will require attendance on a paid holiday.

The above standards and this letter of understanding do not include programs that are covered under the PUD's continuing education program for employees or programs that are governed by the Joint Apprenticeship Training Committee.

/s/ Steve Easton
Business Representative
I.B.E.W., Local No. 77

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

8/30/96
Date

8/28/96
Date

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

7/2000

As a part of the 2000 negotiations for a successor Collective Bargaining Agreement, the following implementation procedures were agreed to and ratified by the parties:

1. District contributions to employee VEBA accounts shall be retroactive to April 1, 2000.
2. District contributions to the deferred compensation program shall be retroactive to April 1, 2000.
3. The senior incumbent warehouseman will be reclassified to the new warehouseman class 1 position upon ratification of this contract.
4. The incumbent utility wireman shall be reclassified into the position of relay technician upon ratification of this contract.
5. The shift service crew will be implemented as follows:
 - A. Headquarters will be in Shelton.
 - B. Two (2) new journeyman positions will be created. If no incumbent employees bid into the positions, hiring will occur. Should incumbent employees bid on the positions, the positions they hold at the time of bid will be replaced through the hiring process as soon as possible.
 - 1.) No incumbent journeymen will be forced to bid upon these positions and no assignments to the positions will be made by management.
 - 2.) Current apprentices will not be expected to bid into these positions when they complete their apprenticeships. Other journeyman positions will be made available to them as planned prior to agreement on this proposal.
 - C. Absences of the shift service crew members will be handled as follows:
 - 1.) Work that can be handled by one person will first be considered;
 - 2.) In the event of an unscheduled absence, call-out procedures will be used and the journeyman who works the shift will be paid at the overtime rate based on 107% of journeyman lineman wage;
 - 3.) When scheduled absences occur, volunteers to cover the shift for that period of time will be sought and will be paid at 112% of the journeyman lineman wage for the entire coverage period.
 - D. The standby program as currently defined by letter of understanding will continue in order to provide for calling out a whole line crew when necessary.

- E. A shift service crew is primarily intended to provide for emergency outage response. However, other service work will be performed when there are not outages.

/s/ John Cunningham
Business Representative
I.B.E.W., Local No. 77

7/28/00
Date

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

7/28/00
Date

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

10/12/00

Pursuant to discussion held in a second step grievance meeting on October 12, 2000, agreement was made as follows relative to issuance of meal tickets:

1. Both a breakfast and lunch meal ticket will be issued when an employee is called to work from a rest period in an emergency situation within one (1) hour of the normal start time and quick response is required.
2. No meal tickets will be issued when an employee is called from a rest period to work a regular shift even though the overtime rate may be paid during that regular shift. In such cases, time to eat breakfast and to make or purchase a lunch will be allowed and work time will begin when the employee reports to his/her headquarters.
3. A breakfast meal ticket will be issued at anytime an employee is called to work during the breakfast mealtime as described in Section 7.3.1 of the Collective Bargaining Agreement.

/s/ Don Guillot
Business Representative
I.B.E.W., Local No. 77

10/30/2000
Date

/s/ Edwin E. Blakemore
Manager
Mason County PUD No. 3

10/26/2000
Date

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

6/2001

Pursuant to discussion in labor/management meetings, the classification of Utility Electrician is created under the following conditions:

1. Mason County PUD No. 3 (the PUD) will obtain any contractor licenses necessary through the Washington State Department of Labor and Industries that may be requisite to the performance of the duties of the position.
2. The PUD will provide required bonding and liability insurance necessary for the employee who fills the position to be able to perform the duties required.
3. The employee will provide necessary hand tools for performance of the essential duties of the position and will receive an annual tool allowance in the amount of \$150.00 for replacement thereof as provided in Section 5.11 of the Collective Bargaining Agreement.
4. Specialty tools that may be required in the performance of the position duties will be provided by the PUD.
5. Sufficient inventory of items needed to make emergency repairs to customers' facilities will be provided by the PUD.
6. The PUD will bear the cost of all recertification for administrator license and/or license to perform inside electrical work under the district continuing education program at the 100% reimbursement level. As a part of that reimbursement, a vehicle will be provided to the employee for travel to and from classes needed or reimbursement will be made at the current IRS level for mileage.
7. While attending recertification classes/workshops, the employee will be paid at the straight-time rate of pay. If said classes/workshops occur during other than regular working hours, the employee shall be given compensating time off during the regular hours.
8. The pay rate for the classification of Utility Electrician will be \$26.75 per hour and on April 1, 2002 will be \$27.55 per hour.

9. All other conditions of employment contained in the current Collective Bargaining Agreement shall apply to this classification

/s/Don Guillot, Business Representative
IBEW, Local No. 77

6/25/2001
Date

/s/Edwin E. Blakemore, Manager
Mason County PUD No. 3

6/25/2001
Date

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

Pursuant to agreement between the parties, the modified apprentice selection process attached to this letter of understanding will become effective immediately.

/s/Mike Webber, Business Representative
IBEW, Local No. 77

11/12/2014
Date

/s/Annette Creekpaum, Manager
Mason County PUD No. 3

11/12/2014
Date

APPRENTICE SELECTION

When an apprenticeship opening occurs an internal district bid will be posted. Selection of the apprentice from eligible bidders will occur based on the following procedures, in no particular order

1. Written Examination

Lineman

NJATC

Passing Score: 4

This is considered a pass/ fail test.

This test will be offered and administered 2 times per year, no less than 6 months apart. If there are no interested employees to test when offered then no test will be administered.

Wireman/ Meterman (Electrical Constructor and Meter Electrician)

- | | |
|----------------------|--|
| a. Exam elements | Algebra (high school), basic electrical theory, elementary mechanics |
| b. Element weighting | Each element will be weighted equally |
| c. Passing score | 70% for each element and accumulated total |

The test score will be used in the final scoring process. Total possible written examination score is 100 points.

Tree Trimmer

No written test

A passing score on a written exam will remain valid for 5 years from the date of the exam.

2. Physical Examination

A physical test will be administered by an outside medical facility.

Lineman

- Chin ups Must complete 3 (chin to bar minimum)
- Grip strength Minimum 85 pounds per square inch
- Treadmill test Treadmill testing station that measures the effort of walking at three miles per hour at three different grades which will provide data to calculate VO2 Max for each candidate. Each person shall walk on the treadmill at 3 mph for 3 minutes for each grade. They shall be at 2%, 7% and 10% grade. If a candidate reaches or exceeds their 90% predicted maximal heart rate they

shall be stopped from further walking on the treadmill for protection of their health.

Maximal heart rate is determined by using the following calculators

- Classic: Maximum Heart Rate (beats/minute) = $220 - \text{Age}$
- Tanaka: Maximum Heart Rate (beats/minute) = $208 - (0.7 \times \text{Age})$

Wireman

- a. Chin ups Must complete 3 (chin to bar minimum)
- b. Grip strength Minimum 85 pounds per square inch
- c. Treadmill test Treadmill testing station that measures the effort of walking at three miles per hour at three different grades which will provide data to calculate VO2 Max for each candidate. Each person shall walk on the treadmill at 3 mph for 3 minutes for each grade. They shall be at 2%, 7% and 10% grade. If a candidate reaches or exceeds their 90% predicted maximal heart rate they shall be stopped from further walking on the treadmill for protection of their health.

Maximal heart rate is determined by using the following calculators

- Classic: Maximum Heart Rate (beats/minute) = $220 - \text{Age}$
- Tanaka: Maximum Heart Rate (beats/minute) = $208 - (0.7 \times \text{Age})$

Tree Trimmer

- a. Chin ups Must complete 3 (chin to bar minimum)
- b. Grip strength Minimum 85 pounds per square inch
- c. Treadmill test Treadmill testing station that measures the effort of walking at three miles per hour at three different grades which will provide data to calculate VO2 Max for each candidate. Each person shall walk on the treadmill at 3 mph for 3 minutes for each grade. They shall be at 2%, 7% and 10% grade. If a candidate reaches or exceeds their 90% predicted maximal heart rate they shall be stopped from further walking on the treadmill for protection of their health.

Maximal heart rate is determined by using the following calculators

- Classic: Maximum Heart Rate (beats/minute) = $220 - \text{Age}$
- Tanaka: Maximum Heart Rate (beats/minute) = $208 - (0.7 \times \text{Age})$

Data obtained from a report on the Physical Demands of Lineworkers will be used to determine the cut off points for passing the Treadmill test.

This is considered a pass/ fail test.

3. Work Test (Administered by non-committee journeyman)

A work test will be administered by the selection committee with no less than two (2) District representatives and two (2) Bargaining Unit representatives. Scores used in determining whether an applicant passes or fails will be of equal numbers of District and Bargaining Unit committee members.

Lineman

- a. Ability to work at heights Hang a cross arm while in a bucket at approximately 50-feet

Climb a pole with multiple cross arms with fall restraint and work positioning body belt to approximately 35-feet and let go of the pole while hanging a cut-out
- b. Ability to lift approx. 75 lbs Lift a grunt bag that weighs approximately 75 pounds and place in back of truck

Wireman/ Meterman

- a. Ability to work at heights Mount (bolt) and then remove CT on pole from bucket truck at approximately 30-feet.
- b. Ability to lift approx. 50 lbs Lift a grunt bag that weighs approximately 50 pounds and place in back of truck

Tree Trimmer

- a. Ability to work at heights Cut branch with pole saw from bucket at approximately 60-feet
- b. Ability to lift approx. 75 lbs Lift grunt bag that weighs approximately 75 pounds and place in back of truck

This is considered a pass/ fail test.

4. Selection Committee Panel

The selection committee will be made up as follows:

Lineman Apprenticeship

4 district representatives and 4 union representatives

Wireman, Meterman or Tree Trimmer Apprenticeship

4 district representatives and 4 union representatives

- Oral interview

10 questions will be developed by human resources personnel. The selection committee will meet to review the interview questions and establish benchmarks for scoring prior to the interviews. Interview questions will be in the following general areas:

Interest in the industry and the specific apprenticeship field
Teamwork skills and attitude
Customer Service skills
Background skills and experience relevant to specific apprenticeship
Commitment

Each committee member will rate the bidder out of 100 total points. All committee member scores will be averaged for a total possible interview score of 100 points. The rating scale used will be as follows:

1-2 Poor
3-4 Below Expectations
5-6 Average/ Meets Expectations
7-8 Above Expectations
9-10 Outstanding

- Work History Evaluation

A review of each bidding employee's employment history records will be done. Each bidding employee will be given a maximum of 75 total points as follows:

- a) Performance Evaluation – total possible score of 25 points.
Each selection committee member will have the opportunity to review the bidding employee's performance evaluations and score them between 1-25 points. All committee member scores will be averaged.
- b) Attendance Records –total possible score of 25 points. (see attached)
- c) Overtime Response – total possible score of 25 points. (see attached)

5. Seniority Credit

Each eligible bidder will be given 3 points per year of service with the district.

6. Final Evaluation

All scores (with the exception of the NJATC score) will be combined from the written examination, oral interview, work history evaluation and seniority credit. The selection committee will meet to review the scores and ranking prior to the award of the apprenticeship. The apprenticeship will be awarded to the highest scoring bidder.

Additional Understandings

- In the event there are no qualified union applicants the apprenticeship will be opened to qualified non-union employees and/ or the public.
- Work time for employees involved in the selection process will be paid for by the district.

- In an employee's first 12 months of employment he/ she will receive an attendance score based on the average of all other eligible bidders. Following 12 months of employment he/ she will receive an attendance score under procedures followed for all other bidders.
- If moving into an apprenticeship that requires a CDL from a position that does not require a CDL the successful bidder will be given 6 months to obtain the CDL from the award of the position.

Changes to this letter may be made through mutual agreement of the shop stewards, current apprentice selection committee and management.

APPRENTICE SELECTION

Attendance Weighting

Percentage calculated based on actual PTO accrued vs. PTO used (over 12.5 days per year) during employment with the district. That percentage will be converted to the following scale:

100	0 points
96-99	1 point
92-95	2 points
88-91	3 points
84-87	4 points
80-83	5 points
76-79	6 points
72-75	7 points
68-71	8 points
64-67	9 points
60-63	10 points
56-59	11 points
52-55	12 points
48-51	13 points
44-47	14 points
40-43	15 points
36-39	16 points
32-35	17 points
28-31	18 points
24-27	19 points
20-23	20 points
16-19	21 points
12-15	22 points
8-11	23 points
4-7	24 points
0-3	25 points

Maximum Number of Points toward accumulated point total in selection process: **25**

The following types of leave will not be included in calculation of this percentage:

FMLA
Holidays
Floating Holidays
Compensatory Time Off
PTO Accrued as a result of overtime worked (CBA 7.2.6)

After 5 years of employment 50% of additional PTO accruals will not be charged to the employee's attendance record.

APPRENTICE SELECTION

Overtime Response Weighting

Percentage calculated based on number of times called versus number of times responded during employment with the district. That percentage will be converted to the following scale:

0-29	0 points
30-31	8 points
32-34	9 points
35-37	10 points
38-40	11 points
41-43	12 points
44-46	13 points
47-49	14 points
50-52	15 points
53-55	16 points
56-58	17 points
59-61	18 points
62-64	19 points
65-67	20 points
68-70	21 points
71-73	22 points
74-76	23 points
77-79	24 points
80-100	25 points

Maximum Number of Points toward accumulated point total in selection process: **25**

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

Pursuant to agreement between the parties the standby program will be implemented with as follows:

- I. Standby calendars will be filled out by qualified employees and turned in to the area superintendent one week prior to the end of the month for the following month. The District may post more than one (1) months Standby calendars for employees to sign up. If the calendar is not completely filled out the Superintendent along with the Union Shop Steward in the affected headquarters will make a good faith effort to find volunteers to fill any vacant positions. In the event that the District cannot find any volunteers the District would use the Call-Out list to cover any outages or emergencies that would occur during the standby period in question.
- II. Each standby person will be responsible for the time that they sign up for on the Standby calendar. In the event that the standby person is unable to cover, that person is responsible for finding a qualified replacement.
- III. In the event that the standby person has an emergency that renders them unable to cover their standby they have the responsibility to notify the on call supervisor, if this happens between shifts and he is unable to get coverage, calls will revert to the callout list. The next day the shop steward and superintendent will work to find coverage for any days that would not be covered.
- IV. A bucket truck or pickup that has emergency response equipment will be used (if practical), by the person that is on standby.
- V. To help cover the Belfair area the District will ask for volunteers from the Shelton area to help cover due to fewer number of Belfair linemen.
- VI. Compensation rate for stand-by will be based on journeyman lineman rate and will be paid to reflect weekdays at 1 (one) hour of overtime pay, weekend at 1 ½ (one and a half) hours of overtime pay, and holidays at 2 (two) hours of overtime pay.
- VII. Hours of standby:

1. Weekdays = Monday 8:00 am thru Saturday 8:00 am.
2. Weekends = Saturday 8:00 am thru Monday 8:00 am.
3. Holidays = 10 days that are set by the District before Jan 1 each year.
4. Only one employee will qualify for each holiday from each headquarters.
5. Employees may elect to put their standby pay into their Comp Time bank.

VIII. The union and district reserve the right to terminate the standby program with 30 days written notice after utilizing the labor management process to resolve any differences. In the event of such termination, it is agreed the neither party's rights shall have been prejudiced by having entered into this agreement and that the parties will be regarded as having all the rights and obligations they had before entering into this agreement.

/s/Louis R. Walter, Business Representative
IBEW, Local No. 77

/s/Wyla Wood, Manager
Mason County PUD No. 3

9/2/2009
Date

9/8/2009
Date

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

Callout Guidelines

- A. In accordance with CBA Article VII, Section 7.2.2 to divide overtime up as equally as possible, the district will establish a call-out list that defines journeyman by classification and agrees to separate Foreman on the call-out list. The list will look like the one proposed by the Union dated 5/14/2009
- B. The calls would be made starting from the last call made in each classification and documented. Each call made will be noted and when the needed manpower is achieved there will be a mark made in each classification to start the next call there. The order, names are on this list can be changed through the shop steward quarterly.
- C. Sixth step line apprentices will be included on the lineman group but will only be used as a second lineman.
- D. Call the next lineman on the list for the headquarters that is affected. If a foreman is needed then that needs to be relayed to the on-call supervisor so the appropriate manpower will be called. A foreman will not be called if there is enough manpower in the field to do the work.
- E. Continue through the list until the needed manpower has responded, if the manpower needed has not been achieved within the affected headquarters, then call the standby person from the other headquarters and then lineman from the other headquarters, until the manpower requirement is met. There will be a line placed under the last call made and that will be the next call from the list in the affected headquarters.

Note: Lineman will be upgraded to foreman from the affected headquarters unless the standby lineman is a foreman. Then the foreman requirement is met.
- F. If the work performed is crew work in nature and a regular foreman is not working, then one of the three linemen shall receive foreman pay.
- G. UPTO and PTO, employees on time off will not be called for overtime and just skipped over when calling.

- H. A person on UPTO and PTO can be called if direct contact is made from the employee to the on call supervisor stating that he wants to be removed from time off status and is available to work. This can be accomplished during working hours by calling the switchboard and asking to be transferred to the on call supervisor and after hours by calling the answering service and asking to be transferred to the on call supervisor.
- I. In no event shall a person be removed from UPTO status for overtime, if that person has missed three or more days work due to illness until he has returned to a normal shift first.or has been release for duty by medical authority. (Article V, Section 5.3.2)
- J. Flagger for the purpose of after-hours call-out will include the following positions and be in alphabetical order by employee's last names:

- Utility Person
- Meter Reader/ Installer "A"
- Warehouseman (all levels)
- Storekeeper
- Heavy Equipment Operator
- Heavy Equipment Operator Helper

When that list is exhausted the tree trimming list will be utilized.

- K. If there was a substantiated mistake made in the order of calls and an employee misses an opportunity to work, it will be brought to the attention of the District and that employee will be credited two (2) hours of PTO to the employee's PTO bank.
- L. Employees will be allowed to remove themselves from the overtime call out list if they are not available for the weekend four times per year. This notice must be given to the employee's direct supervisor upon arriving at the start of the shift Friday morning.

Any employee on PTO 4 hours or more at the end of their shift will not be on the overtime callout list unless they make themselves available.

Calls that would be recorded as a positive response:

- 1. When a call is made to an employee's contact numbers that have been given to the District for the sole purpose of overtime response and the employee responds to work.
- 2. If an employee misses a call and calls back before the manpower needs are met and responses to work, the employee will be counted as a positive response.

Note: Employees will be allowed two (2) contact phone numbers for the purpose of this section.

Calls that would be recorded as a negative response:

1. When a call is made to an employee's contact numbers that have been given to the District for the sole purpose of overtime response a negative response will be counted to employees for turning down a call-out, no answer when called or if they are not available to respond.

Employees names will be listed as DO NOT CALL under the following conditions

Employees will not be called if under the following conditions: employee is on scheduled PTO for 4 hours or more, unscheduled PTO, scheduled for District sponsored training out of the County, FMLA, STD, Industrial Injury or light duty.

- M. NOTE as in the past a person on PTO or UPTO can notify the on-call supervisor to be placed back in the on-call status This can be accomplished during working hours by calling the switchboard and asking to be transferred to the on call supervisor and after hours by calling the answering service and asking to be transferred to the on call supervisor. An employee that has missed three or more days on UPTO must return to work or has been released for duty by medical authority. (Article V, Section 5.3.2) before he eligible for call-out.

Times that would not be recorded as a response:

Outages or overtime worked that is a continuation of the regular shift will not be counted as a call out.

If an employee is dispatched on an outage before the end of his shift that will not be counted as a call out.

Employees may contact their direct supervisor to review the outage slips from the previous night. Response and non-response numbers will be posted on a quarterly basis.

Call-out procedures for Standby Lineman:

1. The standby person from the appropriate headquarters will be called to respond first.
2. The standby person will respond to the on-call supervisor in a timely manner.
3. If additional help is needed to make repairs, the standby person will notify the on-call supervisor and the call-out list for the affected headquarters will be used.

4. If there are no personnel available at the affected headquarters, the standby person at the other headquarters will be called.
5. If a foreman is required (and the standby person is not a foreman), the foreman call-out list from the affected headquarters will be used first, followed by the lineman call-out list from the affected headquarters. If no personnel are available at the affected headquarters, the standby person at the other headquarters will be called.
6. In the event that two (2) off-hours serviceman have been dispatched to an outage and a foreman is needed, the appropriate headquarters foreman list will be called before the standby person at either headquarters is called, unless the standby person is a foreman.
7. In all cases when the standby person is working, the on-call supervisor will go through the affected headquarters list before calling the standby person from the other headquarters.

Labor/Management process:

If disagreements arise as a result of interpretation of the provisions of this letter of understanding, they will first be discussed in a labor/management meeting. If it is not possible to resolve the differences in the labor/management process, the union and the District reserve the right to proceed through the grievance process as provided in Section 4.2 of the Collective Bargaining Agreement.

Any modifications or changes to this agreement will be brought to Labor/Management process and requires mutual agreement by the parties.

/s/Louis R. Walter, Business Representative
IBEW, Local No. 77

9/2/2009
Date

/s/Wyla Wood, Manager
Mason County PUD No. 3

9/8/2009
Date

Modified by LOU October 2017

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

As discussed in negotiations the parties agree to the following regarding the establishment of the foreman selection process identified in 6.1.11.1 of the collective bargaining agreement:

Testing, interview and scoring criteria shall be established by mutual agreement in the Labor/ Management process and submitted to the Union membership for final approval within six (6) months of the final ratification date of this Collective Bargaining Agreement. The final mutually agreed to process will be formalized in a Letter of Understanding between the parties.

/s/ Louis R. Walter, Business Representative
IBEW, Local No. 77

/s/ Wyla Wood, Manager
Mason County PUD No. 3

9/2/2009
Date

9/8/2009
Date

MASON COUNTY PUD NO. 3
P. O. BOX 2148
SHELTON, WA 98584

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

Pursuant to agreement between the parties, the foreman selection process attached to this letter of understanding will become effective and will be implemented with the first foreman bid following the date of this agreement.

/s/Louis R. Walter, Business Representative
IBEW, Local No. 77

12/21/2011
Date

/s/Wyla Wood, Manager
Mason County PUD No. 3

12/21/2011
Date

FOREMAN SELECTION PROCESS

When a foreman opening occurs an internal district bid will be posted. The foreman selection committee will be made up of four (4) representatives from the district and four (4) representatives from the union. Award of the foreman position from eligible bidders will occur based on the following procedures.

Written Interview

All bidders will be given up to four (4) hours to complete a written interview questionnaire (see attachment # 1). For the purpose of this section a question will have a maximum of ten (10) points for each of the nine (9) questions. Two (2) representatives from the district's committee and two (2) representatives from the union's committee will process and score the written interview answers. Acceptable answers will be mutually agreed upon by the members of the Foreman Selection committee.

Oral Interview

All bidders will complete an oral interview answering randomly selected questions from a pool of questions created by human resources personnel (see attachment #2 sample questions). All eight (8) members of the foreman selection committee will participate in interviewing and scoring the bidder. For the purpose of this section a question will have a maximum of ten (10) points for each of the seventeen (17) questions. The committee will meet before the interview to review the questions and discuss acceptable answers. The questions and the acceptable answers will be mutually agreed upon by the members of the Foreman Selection committee.

Interview Question Criteria

Both Written and Oral Interview questions will be in the following general areas:

Leadership Skills	Planning and Organizing
Flexibility	Problem Solving and Decision Making
Communications Skills	Safety Standards
District Policy	Collective Bargaining Agreement Language
Motivation and Aspirations	

Scoring Criteria

The rating scale used by each interviewer will be as follows:

1-3	Poor
3-6	Below Expectations
7	Meets Expectations
8-10	Outstanding

All committee member scores will be averaged. Bidders that receive a seventy percent (70%) score or higher on both the written and oral interview will be eligible to be awarded the position. The position will be awarded in accordance with Article VI, Section 6.1.11 to the senior qualified bidder. For the purpose of this process a seventy percent (70%) score, or higher, will be considered sufficient qualifications for the position.

The parties agree that any changes to the selection process must be by mutual agreement of the District and the Union. Any disagreements or concerns will be brought to Labor/Management for resolution.

A successful bidder for the foreman position who wants to return to their previous classification shall give notice in writing to the District. The District and the Union shall try to accommodate the request in the Labor/Management process.

A bidder who is already a foreman and bids a foreman vacancy will not be required to go through the Foreman Selection process.

When an employee has established sufficient qualifications in the Foreman Selection process that employee shall not be required to re-qualify for any foreman position that is bid within a three (3) year window of time, unless there have been changes to either the process or the job duties.

The District will provide a mock interview process for the interviewers to participate in prior to the first application of this process.

ATTACHMENT #1

FOREMAN SELECTION PROCESS

WRITTEN INTERVIEW

Please describe how you feel each of the following relates to the position of foreman and then provide a specific example showing your ability to apply each of these in the foreman position.

1. Leadership Skills
2. Planning and Organizing
3. Flexibility
4. Problem Solving and Decision Making
5. Communications Skills
6. Safety Standards
7. District Policy
8. Collective Bargaining Agreement Language
9. Motivation and Career Aspirations

ATTACHMENT #2

Foreman Sample Interview Questions

Leadership (Responsibilities)

Being able to change another person's behavior is both a skill and a responsibility for a foreman. Co-workers arguing over housekeeping and tools, one cleans and takes excellent care of tools and equipment, the other is abusive and relies on someone else to clean up behind them. How is this a problem and can it be resolved? How would you be an effective leader between the two employees?

Planning and organizing

Give applicant a WO. And have him walk through from Superintendent handing job through to completion with material return and sign off.

Flexibility

Often, extensive job training and experience is required to get the best results in decision making. Describe in detail, a situation that you used your training and experience in making a decision which required sound judgment.

Problem solving and decision making

At times we are all required to deal with difficult people; an even more demanding factor is to be of service to a difficult person. Can you tell us of a time that a customer made your job hard to do and how did you work thru the situation?

Communications skills

What qualities do you possess that will enable you to be an effective leader? As a foreman, how do you see yourself as a member of the management team?

Safety

You have been informed about a District policy that will enhance safety for all employees but it is anticipated that members of your crew will likely see this as a major inconvenience and are unwilling to accept the change, how can you as the foreman effect change?

District Policy

As the foreman over a line crew you are responsible for their actions on the crew, it has been reported that your crew has been doing something that is against District policy. You don't want this type of behavior on your crew and want to change their behavior. How will you work with your supervisor to effect change?

Collective Bargaining Agreement Language

On a call-out you are informed that you are the last journeyman and that you are needed to fill out a crew for a URD fault, you respond and when you arrive at the warehouse you are

informed that there has been a car pole accident that was checked out by the other two journeyman and found to be ok, but the Fire Department is requesting that one person remain while the car is pulled out. You have been informed that there is no one else available, how would you proceed and why?

Motivation and Aspirations

Why do you want to be a foreman?

LETTER OF UNDERSTANDING
BETWEEN
I.B.E.W., LOCAL NO. 77
AND
MASON COUNTY PUD NO. 3

Pursuant to agreement between the parties, the following will take place regarding the district's grid modernization project:

1. Communications Technician job classification is created (see attached job description) at the following rates of pay:

Level III	1 st 6 months	31.37
	2 nd 6 months	33.26
	After 1 Year	35.07
	After 2 Years	36.93
Level II		39.59
Level I		41.70
2. Employee Brad Sisson will be transferred from his classification of Telecommunications/Fiber Technician to the classification of Communications Technician Level II.
3. A Communications Technician Level III will be bid following standard bid procedures under the CBA.
4. A physical test and work test (see attached) will be used to fill the current Communications Technician Level III opening and all future Communications Technician bids. Upon successfully passing the physical and work test the positions will be awarded as following standard bid procedures under the CBA.
5. The meter reading function for the utility will be eliminated upon completion of implementation of the grid modernization project. This will include five (5) meter reader positions and one (1) utility person position. The employees affected by this include Brad Hanson, Steve Lake, Vince Campagna, Skylar Core, Beau Sytsma and Jason Russell.

These employees will be absorbed into district positions that occur during the implementation of the grid modernization project for which they meet qualifications and following standard bid procedures and/ or hiring practices.

Any of these employees remaining upon project completion will be reclassified as flaggers until such time as movement occurs into other district positions for which they are qualified. These employees, and only these employees will be considered full-time employees (not casual labor pool employees under the LOU dated 11/10/92) and their working conditions will be governed by the CBA for regular district employees.

The rate of pay for these employees will be frozen at their current rate of pay and they will not be eligible for cost of living adjustments that occur under the CBA until such time as their rates of pay and the flagger rate of pay are aligned.

If any of these employees bids a position at a lower rate of pay than their current rate of pay they will maintain the current rate of pay, but will not be eligible for cost of living adjustments that occur under the CBA until such time as the rates of pay are aligned.

Any of these employees that are not in the utility person classification will be eligible for an upgrade to utility person pay under the following conditions:

- Call-out for flagging after hours
- Assisting a craftsman such as a lineman or tree trimmerman
- Assisting warehouse personnel
- Assigned labor work efforts of a craft or skilled nature of at least four (4) hours, i.e., painting, carpentry, demolition removal, etc.

6. As the district moves through the grid modernization project and these employees are absorbed into other district positions there may be a need to hire temporary meter readers for the duration of the project implementation. It is understood and agreed by the parties that these are temporary hires that may last longer than six (6) months but are not intended to be permanent and the employees that fill these positions will be considered limited duration employees. These employees will be eligible for benefits under the CBA, however, they will not have bidding rights into other district positions. Employment will terminate upon project completion.

/S/Mike Webber
Mike Webber, Business Representative
IBEW, Local No. 77

/S/Annette Creekpaum
Annette Creekpaum, Manager
Mason County PUD No. 3

6/9/2015
Date

5/28/2015
Date

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