A G R E E M E N T

by and between

THE CITY OF SEATTLE

and the

CITY LIGHT DEPARTMENT

and the

INTERNATIONAL

BROTHERHOOD OF

ELECTRICAL WORKERS

Local No. 77

Effective January 23, 2013, through January 22, 2017

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Agreement

by and between the

City of Seattle

and the

City Light Department

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77

Effective January 23, 2013, through January 22, 2017

PREAMBLE

THIS AGREEMENT is made and entered into by and between the City of Seattle hereinafter called the City, the City Light Department hereinafter called the Department, and the International Brotherhood of Electrical Workers Local Union No. 77, signatory hereto, the Union being recognized as the representative of certain Department employees as set forth under Schedule "A" WITNESSETH:

PURPOSE OF THIS AGREEMENT

The City, the Department and the Union recognize that harmonious relations should be maintained between them and with the public. The Department, 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 which may arise by rational, common-sense methods. Therefore, the Department and the Union hereby agree to establish the conference and consultative machinery and procedures hereinafter provided for the following purposes:

1. To provide for fair and reasonable rates of pay, hours and working conditions for employees concerned in the territory in which the Department's activities are or may be carried on.

2. To insure the making of appointments and promotions as provided under Article XVI of the City Charter.

3. To promote stability of employment and establish satisfactory tenure.

4. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives as outlined in this Agreement.

5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Department.

6. To adjust promptly all disputes arising between them related to matters covered by this Agreement.

7. To promote systematic labor-management cooperation between the Department and its employees.

8. To aid the re-establishment in civilian life of returning veterans.

It is recognized that the Department of City Light is a Department of the City of Seattle that is dedicated to the accomplishment of the municipal functions for which it was created, and all applicable Federal and State Laws and the City Charters are paramount.

ARTICLE 1. NONDISCRIMINATION

1.1 The City and the Department will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry or national origin, Union activities, or presence of any sensory, mental or physical handicap.

1.2 Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

The use of plural pronouns in this Agreement to avoid gender connotation is not intended to make any provision inapplicable to an individual.

In deleting "Gender Based" nomenclature from this contract, both parties agree that there is no intent to change meaning or to alter any relation to applicable city, state and federal laws, regulations and standards or to industry standards. Where "Gender Based" nomenclature occurs in such documents it shall be interpreted to apply to any substitute term used in this contract. Prior contracts shall be used to resolve doubts.

ARTICLE 2. SCOPE OF THE AGREEMENT

2.1 This Agreement is applicable to employees of the Department as noted in the Classifications of Schedule "A", who have designated as their representative Local Union Number 77, IBEW, signatory to this Agreement.

2.1.1 Those duties performed by employees represented by the Union at Seattle City Light on January 22, 1991 shall remain in the jurisdiction of the Union. If those duties are assigned to a different or new classification in the classified service due to amendments resulting from future automation and technologies, the Union will continue to be recognized as the exclusive bargaining representative for those duties. Any disagreement between the parties over the application of this Section shall be processed and resolved pursuant to RCW 41.56. WAC 391.35.

2.1.2 In the event the duties of a particular classification change due to new technologies or future automation, the individuals within that classification shall be provided with adequate training to prepare them to carry out those duties while making use of the new technologies.

2.2 The Department shall include in all specifications for work to be performed on contract by the Board of Public Works reference to existing State laws covering minimum wages, and residence of employees where the work to be performed is outside of the limits of the City of Seattle; where such work is inside the City of Seattle reference shall be made to the provisions of the City Charter and existing State Laws.

2.3 The right to hire, promote, discharge for just cause, maintain efficiency, and determine the location of Department headquarters are examples of management prerogatives. It is also understood that the Department retains the right, in its discretion, to manage its affairs and to direct its working force, and retains all other inherent Management rights except as may be limited by provisions of this Agreement.

2.4 The Union may grieve contracting out of work as described in Article 2, if such contract involves work normally performed by the employees covered by this Agreement, and provided that such contract is the cause of the layoff of employees covered by this Agreement.

2.5 If the City of Seattle were to sell or otherwise transfer, per RCW 35.94.020, the functions of the City Light Department performed by the Bargaining Unit to another entity, such as a private sector company or a newly formed or existing public utility district, hereinafter referred to as the successor employer, the City will include as part of the agreement for sale or transfer a requirement that the entity shall continue to provide electrical services on a reliable basis during and after the transfer. To support this requirement, the City will include in such agreement of sale or transfer the following provision:

> All affected employees of the Bargaining Unit will be offered the option of employment by the successor employer within their job classification (or other classification as may be mutually agreed with IBEW, Local 77).

2.5.1 The City of Seattle recognizes that it has obligations under RCW 41.56 to bargain with IBEW, Local 77 the effects of its decision to transfer or sell property or assets under RCW 35.94.020. The City will give notice and enter into bargaining at least six (6) months prior to the sale or transfer. The subjects for bargaining will include, but not be limited to: (1) the effects of severing or transferring from group benefit and retirement plans that require participants be employees of the City of Seattle and (2) payment for or transfer of accrued paid leave benefits.

2.5.2 The City will give at least six (6) months' notice and will bargain the impacts of the sale or transfer of property or assets surpluses under RCW 35.94.040 should such sale result in the displacement of IBEW, Local 77 represented employees.

2.5.3 The General Manager and Chief Executive Officer of Seattle City Light or his/her designee will notify the Union in advance when the Department will be discussing, in a meeting of the City Council, or committee of the City Council, proposals or options for the sale or transfer of the City Light electric utility under the terms of RCW 35.94.020.

2.5.4 The Union recognizes the City and Department cannot be held accountable or liable for the actions or inactions of the successor employer provided the terms of this Section 2.5 have been complied with and no misrepresentations have been made to the successor regarding the spirit and intent of this successor clause.

2.6 Reorganization/Merger with another City Department: The City agrees that should it place the electric utility Bargaining Unit work within the scope of this Agreement and/or the employees performing the Bargaining Unit work in another City Department during the term of this Agreement, IBEW, Local 77 will continue to be recognized as representing this Bargaining Unit work per the provisions of this Collective Bargaining Agreement; provided that the merger/reorganization and this Section 2.6 do not violate a statutory requirement of representation.

ARTICLE 3. JOINT LABOR MANAGEMENT COMMITTEE

3.1 It is the purpose and intent of the Joint Labor/Management Committee to disclose, investigate, study and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor/Management Committee process to work, recognizing the interest and concerns of the parties.

3.1.1 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor/Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete the Joint Labor/Management Committee process before pursuing other statutory or contractual options.

3.1.2 In the event that the Joint Labor/Management Committee process does not produce agreement on how to resolve an issue, either party may declare impasse, and both parties recognize the other party's right to retain their statutory and contractual options, including management's legal obligation and the union's legal right to negotiate all matters affecting wages, hours and working conditions which affect the Bargaining Unit. Similarly, the Joint Labor/Management Committee process shall not abridge or otherwise diminish the parties' rights as set forth under the Agreement and/or R.C.W., Chapter 41.56 Public Employees Collective Bargaining. Agreement to negotiate can take place at any point during the Joint Labor/Management Committee process upon mutual consent by the parties, to resolve issues affecting wages, hours and working conditions.

3.1.3 The Joint Labor/Management Committee process shall be transparent, well defined, timely, provide equal access to the parties, and include all parties necessary to accomplish resolution of issues.

3.1.4 The parties are mutually committed to the Joint Labor/Management process and agree to be held accountable.

3.1.5 The Joint Labor/Management Committee process may address the causes of grievances but is not intended by the parties to be used as a forum to resolve grievances filed under the Collective Bargaining Agreement. Nothing in the Joint Labor/Management Committee process will restrict, impair or interfere with the parties' right to file and process grievances under Article 7 of the Collective Bargaining Agreement.

3.1.6 The parties shall not make unilateral changes in the terms of this Collective Bargaining Agreement.

3.2.1 Management representatives on the Committee will be as follows:

- General Manager and Chief Executive Officer of City Light Department (or designee).
- City of Seattle Director of Labor Relations (or designee).
- Seattle City Light Human Resources Officer (or designee).
- Up to three (3) affected division directors or other management representatives.

3.2.2 Labor representatives on the Committee shall be as follows:

- Union Business Manager (or designee).
- Up to five (5) other union representatives, as designated by IBEW, Local 77.

3.2.3 Alternates may be designated, and both parties recognize that continuity of membership is essential to the effectiveness of the Labor/Management Committee process. Members shall be designated as authorized representatives of the Parties, with the delegated authority to make decisions on behalf of the Parties.

3.3 The responsibility for Chairing meetings shall alternate each meeting between the Union and Management. The chairperson shall function as a facilitator of committee deliberations, or delegate the function to another member. Each party will determine whether their chair assignment will be permanent or rotate among their members.

3.4 Regular meetings to be scheduled on a bi-monthly basis, 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committees meetings, may be held as mutually agreed to by the Committee.

3.4.1 Resources necessary to prepare and distribute an agenda one week in advance of each regular meeting shall be provided by the Seattle City Light Human Resources Officer (or designee).

3.4.2 The Joint Labor/Management Committee shall set the agenda at their previous meeting. Additional issues will be placed on the agenda at the request of either party, provided the request is received by the Seattle City Light Human Resources Officer (or designee) at least two (2) weeks in advance of the scheduled meeting. The agenda shall include a brief description of each item to be discussed. Agenda issues must be addressed at that meeting unless continued by mutual agreement. Topics not on the agenda shall be discussed only if mutually agreed to by Labor and Management.

3.4.3 Summary minutes shall be taken during each meeting and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by management in electronic format and distributed electronically via e-mail prior to the next regularly scheduled meeting for approval by the Committee at the following meeting.

3.4.4 Added resource personnel and resource materials will be made available by both parties as needed to fully disclose, understand, and resolve each agenda item.

3.4.5 Sub-committees, when established, are to be given a clear scope for their deliberations and a due date for reporting to the full Labor/Management Committee.

3.5 Emergency meetings of the Labor/Management Committee will be scheduled by the City of Seattle Director of Labor Relations (or designee), within two working days, at the request of either party.

3.6 For purposes of placing issues on the agenda for regular meetings of the Labor/Management Committee, the management representative to contact is the General Manager

and Chief Executive Officer of City Light (or designee) or the Seattle City Light Human Resources Officer (or designee). The labor representative to contact is the IBEW, Local 77 Business Manager (or designee).

3.6.1 For scheduling an emergency meeting of the Labor/Management Committee, the designated management contact is the City of Seattle Labor Relations Director (or designee). The designated labor contact is the IBEW, Local 77 Business Manager (or designee).

3.7 The findings, recommendations and conclusions of the Labor/Management Committee will be set forth in writing for each issue. The resulting document shall be signed by the General Manager and Chief Executive Officer of City Light (or designee), City of Seattle Personnel Director (or designee), and the IBEW, Local 77 Business Manager (or designee).

3.7.1 It is understood and agreed that the recommendations, including any and all modifications to the terms of the Agreement, may be subject to ratification by the affected parties. Once ratified, such resolutions can be modified only by mutual written agreement, signed by the appropriate parties.

ARTICLE 4. DURATION, MODIFICATION AND CHANGES

4.1 For and in consideration of the promises and obligations of each party to the other, as hereinafter set forth, the parties hereby agree to the following conditions of employment effective January 23, 2013 through January 22, 2017 and from year to year thereafter. The parties must notify the other party not less than ninety (90) days prior to January 22 of the calendar year 2017 of its desire to terminate or amend the same for the following year. If an amendment is desired, the substance thereof shall be contained in such notice. Without giving such notice of termination, the Working Rules 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.

4.2 Effective January 23, 2013, the 100% Journeyworker rate shall be increased to $39.86 as identified in Schedule “A” of this Agreement. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.

4.3 Effective January 23, 2014, the 100% Journeyworker rate shall be increased to $40.66 as identified in Schedule “A” of this Agreement. .All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.

4.3.1 Effective January 23, 2015 and January 23, 2016, the 100% Journeyworker rate shall be increased in accordance with Article 17, Sections 17.1.3 and 17.1.4. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.

4.3.2 At its discretion for any one or all of the annual pay increase effective dates, the City may implement the new pay rates prior to the January 23 pay date, but no earlier than the beginning of the pay period in which this date falls.

4.4 A Wage Review Committee shall be provided by the Department to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the Department in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within forty-five (45) days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than thirty (30) days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

ARTICLE 5. EMPLOYMENT

5.1 It is agreed that the Department shall select all employees in accordance with the provisions of Article XVI of the City Charter. However, the Union signatory to this Agreement will assist the Department by directing qualified eligible applicants to the sources through which employees are obtained. In the event, however, that employees are desired and not available through the Personnel Department, the Department will notify the Union for assistance in filling such vacancies at the same time as other sources of such employees are notified.

5.2 Except for the adoption of Emergency Rules, at least fourteen (14) days prior to adoption of amendments to the City Personnel Rules the City Personnel Director shall notify the Union of the proposed changes for purposes of allowing the Union to comment thereupon as provided in Ordinance 102228.

5.3 The layoff of employees covered by this Agreement shall be accomplished in accordance with City Personnel Rules provided, however, performance evaluation shall not be used as a criterion for determining the order of layoff for employees covered by this Agreement.

5.3.1 As soon as it is determined by the Department that a layoff among employees covered by this Agreement is necessary, the Department will notify the Union.

ARTICLE 6. UNION MEMBERSHIP

6.1 Each employee within the Bargaining Unit shall make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in municipal employment.

6.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required by members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this article, except Section 6.3.

6.3 The employees covered by this Agreement may examine their Departmental Personnel File in the Department Personnel Office in the presence of the Human Resources Officer or a designee. Employees who disagree with material included in their Personnel file are permitted to insert a statement relating to the disagreement in their Personnel File.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

A grievance is defined as any dispute between the parties and/or any employee concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

Step 1: As the initial step, the grievance shall be verbally presented by the Union Steward to the employee's immediate supervisor (who is outside of the Bargaining Unit) within fifteen (15) working days of the Steward's knowledge that a grievable incident has allegedly occurred.

Step 2: If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the Steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be forwarded to the Department Human Resources Officer (or designee), he shall submit it in writing, with a copy to the City Director of Labor Relations, within fifteen (15) working days after the discussion in Step 1. The grievance should set forth the following:

a. A statement of the nature of the grievance and the facts upon which it is based.

b. The remedy or correction desired.

c. The Section or Sections of the Agreement relied upon as being applicable thereto. When a grievance is so presented, the Department and Union shall, within ten (10) working days schedule a meeting to discuss the grievance. The Department shall reply in writing within fifteen (15) working days from the date of the meeting. Should the parties agree to forego such a meeting, the Department shall, within fifteen (15) working days from the grievance being so presented, investigate and reply to the Union in writing.

Step 3: If no settlement is arrived at in Step 2, the grievance shall be submitted in writing within fifteen (15) working days after the Step 2 answer, to a Joint Labor/Management Committee composed of three (3) representatives of the Union and three (3) representatives for the Department, one of whom shall be the City Director of Labor Relations (or designee), who shall endeavor to settle the grievance within fifteen (15) working days.

Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the Step 3 response, and will be accompanied by the following information:

1. Question or questions at issue.
2. Statement of facts.
3. Position of employee or employees.
4. Remedy sought.

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

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

    1. 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.

    2. The decision of the arbitrator shall be final, conclusive and binding upon the Department, the Union, and the employee(s) involved.

    3. The cost of the arbitrator shall be borne equally by the Department and the Union, and each party shall bear the cost of presenting its own case.

    4. 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.

    5. Nothing herein shall be construed as preventing the Department and Union from settling by mutual agreement, prior to final award, any grievance submitted to arbitration herein.

7.1.1 By mutual agreement, the parties to this Agreement, the Union and the City, may: 1) submit the grievance for mediation prior to arbitration under the City's mediation model; or 2) may request the arbitrator selected for arbitration, or another arbitrator, mediate the dispute which shall then be subject to arbitration by a different Arbitrator if mediation should fail to result in a settlement.

7.1.2 Grievances processed through Step 3 shall be heard during normal City working hours (7:45 a.m. to 4:15 p.m.) at the Department's Human Resources Office Headquarters or Union Office unless the parties agree a satellite location is more appropriate. Employees involved in such grievance meetings during their working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) Shop Steward and the grievant shall attend the grievance meeting, except through prior approval of the Department.

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

7.3 When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.

7.4 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

ARTICLE 8. DISCIPLINE

8.1 The City/Department may suspend, demote or discharge an employee for just cause.

8.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions which the City/Department may take against an employee include:

a. verbal warning
b. written reprimand
c. suspension
d. demotion
e. termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

8.3 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.

8.4 The Union/employee covered by this Agreement must, upon initiating an appeal relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may the Union/employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same disciplinary action.

ARTICLE 9. WORK STOPPAGE

9.1 The public interest in the accomplishment of the purposes of the Department always being paramount, the Department and the Union further agree that, pending the determination or adjustment of any issue arising between them, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue. There will be no stoppage or interference with the progress of the work during the term of this Agreement.

ARTICLE 10. HOLIDAYS

10.1 The following days shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday following
Christmas	December 25
First Floating Holiday	
Second Floating Holiday	
Third Floating Holiday after 9 years of service	
Fourth Floating Holiday after 9 years of service	

10.2 An employee must be on pay status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay and new employees and employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of not to exceed four (4) days' duration shall not be considered in the application of the preceding portion of this subsection, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing proviso may result in payment for more than one (1) of such holidays. Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

10.3 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. When an employee's regularly scheduled day off falls on a Holiday (i.e. Monday) then the employee has the option to have the following day off.

10.4 New employees employed on or before February 12 of a calendar year shall be entitled to use the First Floating Holiday as referenced in Section 10.1 of this Article during that calendar year. New employees employed on or before October 1 of a calendar year shall be entitled to use the Second Floating Holiday during the calendar year.

10.5 Effective January 23, 2013, employees who have either

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 11.2)

or

2. Are accruing vacation at a rate of .0615 or greater (Article 11.12)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 10.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

10.6 It is the intent of the Department, the City and the Union that employees be treated equitably and nonarbitrarily in their ability to schedule floating holidays on the date of their choice.

ARTICLE 11. VACATIONS

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll.

11.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

11.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided, however, any employee whose vacation balance on January 1, 1994 exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through January 1, 1996, after which date all vacation hours in excess of the maximum vacation balance allowed for in Section 11.3 and 11.4 shall be lost, and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1993 grace period proviso.

11.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

11.6 An employee may, upon approval of the appropriate Management representative, exceed the maximum vacation allowance by no more than twenty (20) days when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules. The employee shall have one (1) year to use the special extension and will be allowed to continue to accrue vacation during this period.

11.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

11.8 The minimum vacation allowance to be taken by an employee shall be four (4) hours or, at the discretion of the appropriate management representative, such lesser fraction of a day as shall be approved by the appropriate management representative.

11.9 An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

11.9.1 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.

11.10 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 11.10 are in conflict with Ordinance 116761 (family and medical leave) as it exists or may be hereafter modified, the ordinance shall apply.

11.11 The appropriate Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employee to the greatest degree feasible.

11.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

11.13 On June 1, 1993, employees with twenty (20) years of service or more were eligible to convert to the system as outlined above or remain on the system outlined in the 1991-1994 Collective Bargaining Agreement and attached hereto as Appendix E. Employees who remained on

the system as outlined in the 1991-1994 Collective Bargaining Agreement may convert to the new system in September of each succeeding year. These subsequently converting employees shall receive a two (2) year transition period in which to use excess hours as outlined in 11.4.

11.14 For purposes of establishing the vacation accrual rate for employees who are in the Bargaining Unit on the date of ratification, the City will assign the date January 1 of the year the employee joined City service as the Anniversary date and begin calculating hours on regular pay status from that date. This assignment will prevent a loss of accrual which would result from the conversion of the vacation system.

11.15 New employees joining City service after the date of ratification shall be immediately placed on hourly vacation accrual with an Anniversary date of the first day of actual service.

ARTICLE 12. SICK LEAVE, FUNERAL LEAVE, DENTAL CARE, MEDICAL CARE AND LONG-TERM DISABILITY INSURANCE

12.1 All employees in classifications covered by this Agreement will be allowed sick leave according to provisions of Ordinance 88522 as amended by Ordinances 89939, 93066, 93257 and 114648. The Union shall be furnished with copies of any emergency rules adopted pursuant to Ordinance 114648 and shall receive copies of any proposed changes thereto not less than thirty (30) days prior to adoption.

12.1.1 Sick leave credit will be accumulated at the rate of .046 hours for each hour on regular pay status, but not to exceed forty (40) hours a week.

12.1.2 Employees shall be entitled to use sick leave after thirty (30) days of employment.

12.1.3 Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight time rate of pay of such employee in effect on the day prior to retirement.

Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of this election at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

12.1.4 Sick leave credit can be used for time off with pay, from the first workday of such absence, for bona fide cases of:

- Sickness or injury of an employee;
- Disability due to pregnancy and/or childbirth;
- Medical or dental appointments.

Sick leave credit may also be used for care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle ordinance as cited above.

12.1.5 Any application for sick leave of over four (4) days' duration must be supported by a report of the employee's personal physician. All applications for sick leave must be approved by the appropriate Management representative.

12.1.6 The employee shall promptly notify the immediate supervisor no later than the start of the employee’s workday, if medically possible, by telephone or otherwise, on the first day off due to

illness. Employees must also keep their supervisor informed as to their availability to return to work.

12.1.7 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the City Personnel Director or the Department.

12.2 Employees covered by this Agreement shall be allowed one (1) day off without salary deduction for the purpose of attendance at the funeral of any close relative; provided, that where such attendance requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, domestic partner, child, mother, father, step child, step parent, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner; and the term relative other than a "close relative" shall mean the uncle, aunt, cousin, niece, nephew , or the spouse of the brother or sister of the spouse or domestic partner of the employee.

12.3 During the term of this Agreement, The City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of:

A. The medical care contracts between the City, Aetna and Group Health Cooperative of Puget Sound which is only available to employees covered by this Agreement with modifications to benefit levels and costs from the 2012 plan year as identified herein;
The City and the Union agree to split the Local 77 monthly health care premium costs; the City shall pay 90 percent and employees shall pay 10 percent of such costs.

Employees who elect Local 77 health care plans will receive coverage enhancements to comply with the requirements of the Patient Protection and Affordable Care Act, and the City will implement that following changes to copay costs:

Aetna Preventative
Office visit copay will increase from $5 to $10
Retail Rx copay will increase from $5/10/25 to $10/20/40
Mail Rx copay will increase from $10/20/50 to $20/40/80

Aetna Traditional
Retail Rx copays will increase from $8 to $15
Mail Rx copays will increase from $16 to $30

Group Health Standard
Office visit copays will increase from $5 to $10

Retail Rx copays will increase from $5 to $10
Mail Rx copays will increase from $15 to $30

and which is in effect upon the execution of this Agreement by both parties; or

B. The medical care contracts between the City, Aetna and Group Health Cooperative of Puget Sound provided to "Most Employees" health care plan, enhanced for Local 77 members to comply with the requirements of the Patient Protection and Affordable Care Act. Employees who elect such plan will have the current (as of 2/18/14) cost sharing arrangement as other participants in the "most employees" health care plan in years 2-4 of this agreement. Employees who elect the "most employees" health care plan may not elect to return to the health care plan contracts identified in Article 12.3 A.

C. The City will hold an open enrollment period as soon as practicable after signature of this agreement so that union members may elect coverage of health care plans. This shall be considered the open enrollment period in 2014.

12.3.1 The City will not revise the benefits of the plans identified in article 12.3 A for this Bargaining Unit except by mutual agreement with the Union. The deductibles, coinsurance levels, copay amounts and other cost sharing terms of these plans will not be revised except by mutual agreement by the Union and the City.

A. There will be an annual open enrollment period for IBEW, Local 77, Bargaining Unit members.

B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans offered by the City when an employee chooses to change plans during the open enrollment period.

12.3.2 If the City offers new health care plans or other optional benefit programs, these will be offered on a voluntary basis to IBEW, Local 77. These programs may be re-bid to ensure quality and cost effectiveness. If these optional programs are no longer offered to City employees, they will no longer be offered to IBEW, Local 77.

12.3.3 If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee's health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the HMA Traditional, Aetna Preventative self-insured plans or Group Health Standard program if chosen, until that treatment is completed, provided the employee notifies the City of Seattle health care Program Manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.

12.4 Dental Care – During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract

between the City and Washington Dental Service (or a similar program mutually agreed upon) which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The City shall pay one hundred percent (100%) of the monthly premium for dental care coverage.

12.5 Vision Care – During the term of this Agreement, the City shall provide a Vision Care Program to all eligible employees and their dependents under conditions of the vision care contract between the City and Vision Service Plan (or a similar program mutually agreed upon) which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The City shall pay one hundred percent (100%) of the monthly premium for vision care coverage.

12.6 Effective 2014, the maximum City share of the monthly premium for the medical plans identified in Article 12.3 A of this agreement shall be ninety percent (90%) and the maximum Employee share shall be ten percent (10%) of the total premium costs. Employees who elect a health care plan provided under Article 12.3 B of this agreement will have the same premium sharing arrangement as other employees in the most employees' health care plan.

12.6.1 The maximum monthly medical, dental and vision care premiums per covered employee, including his/her dependents, the City shall assume, shall be no less, but no more than the City's share of premium rates established for the calendar year 2013, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

12.7 If a carrier(s) is unable or unwilling to maintain a major benefit now covered under the plans in Sections 12.3, 12.4, and 12.5, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

12.7.1 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

12.8 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits; provided such change maintains substantially the same level of medical, dental or vision benefits and is more cost effective.

12.9 Long Term Disability – The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first $667 base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's

income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

12.9.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.9.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2013, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

ARTICLE 13. LEAVE OF ABSENCE and EMERGENCY LEAVE

13.1 If employees request time off in addition to their regular time off, such request may be granted without pay as provided by City Personnel Rules.

13.2 One (1) day emergency leave per Agreement year without loss of pay may be taken with approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family, or an unforeseen occurrence with respect to the employee's household, either of which necessitates immediate action on the part of the employee. The "immediate family" is limited to the spouse, domestic partner, children and parents of the employee. The "household" is defined as the physical aspects of the employee's residence.

ARTICLE 14. APPRENTICESHIP

14.1 The City of Seattle, Washington Standards of Apprenticeship developed by the City of Seattle Joint Apprenticeship Training Committee are hereby recognized. This conforms to the provisions of the City Charter.

Both City Light and the Union recognize that the Washington State Apprentice and Training Council (herein after referred to as the WSATC) has the authority to develop, administer and enforce apprenticeship program standards for the operation and success of apprenticeship and training programs and may change its rules, policy, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy and/or administrative practices shall be recognized as part of this Agreement unless specifically addressed under Section 14.2.

14.2 Application of the standards and detailed procedure for the operation of the program, (including, but not limited to, work processes, apprentice rotation, changes to work schedule and administrative standards as defined in WAC 296-05-003), shall be worked out by the Electrical Crafts Apprenticeship Committee (herein after referred to as the ECAC), recommended to the City of Seattle Joint Apprenticeship Training Committee (herein after referred to as the JATC), and, when approved by the JATC, be recognized as a part of this Agreement. The areas and hours of training for all the apprenticeships may be changed upon recommendation of the ECAC and approved by the JATC and the WSATC.

14.3 Rules, regulations and requirements concerning Apprentices shall be furnished to employees, and will be made available as provided in Section 25.1 of Article 25.

14.4 All apprentices who have passed the journey level exam and satisfactorily completed the requirements for the Apprentice Program shall be granted journey level classification and status. Classification seniority for bidding purposes shall begin one (1) calendar year previous to the day the apprentice completes his/her apprenticeship. This Section does not guarantee any employment right beyond that of any other employee in the Bargaining Unit.

In cases where two (2) or more apprentices complete the program simultaneously, the following criteria shall be used to break ties, in the following descending order:

a. Seniority in classification (per Schedule "A" title)
b. Seniority in City Light Department
c. Examination score
d. Seniority in City of Seattle
e. Such other criteria as established by the Joint Labor Management Committee, in the event that there is still a tie between two or more bidders for the same specific purpose.

14.5 The following rules, some of which are covered in the City of Seattle Apprenticeship Standards, apply:

a. Lineworker Apprentices

1. Lineworker Apprentices (Period 1 through 5) where practical, should be rotated from crew to crew approximately every three (3) months or more often; those in Period 6 and 7, where practical, approximately every six (6) months or more often.

2. Lineworker Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Lineworker subsection, or most current version.

3. Lineworker Apprentices shall be required to practice and be trained in safe and proper climbing techniques, and pole-top and vault rescue.

4. Unless decided otherwise pursuant to 14.1 and 14.2 above, Lineworker Apprentices shall be given adequate climbing instruction with a minimum of forty (40) hours (one week), but not to exceed eighty (80) hours (two weeks), before beginning work with the crews. This training shall be during regular working hours.

b. Electrician Constructor Apprentices

1. Electrician Constructor Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Electrician Constructor subsection, or most current version.

2. Electrician Constructor Apprentices will be trained on safe and proper techniques for bucket-based pole top, tower and vault rescue.

3. The Electrician Constructor Apprentice Program will be modified to provide a common base from which the new combined classification workforce (Electrician Constructor and Substation Operator) will emerge. Operators' duties, tasks and responsibilities will be incorporated into the third and fourth years of the Electrician Constructor Apprenticeship program. ECAC will report the amended standards back to the JLMC prior to submitting them to the JATC.

c. Cable Splicer Apprentices

1. Cable Splicer Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Cable Splicer subsection, or most current version.

2. Cable Splicer Apprentices shall be required to practice and be trained in safe and proper techniques and be competent in bucket-based pole top and vault rescue.

d. Meter Apprentices

1. Meter Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Meter Electrician subsection, or most current version.

2. Meter Apprentices shall be required to practice and be trained in safe and proper techniques in bucket-based pole top and vault rescue.

e. General

1. Within one (1) week after each ECAC meeting, the approved minutes of the previous meeting shall be distributed electronically to each apprentice falling under the jurisdiction of that Committee. Matters of a strictly confidential or personal nature will be omitted from such distributed minutes.

   Within thirty (30) days after each JATC meeting, the approved minutes of the previous meeting shall be distributed electronically to each electrical apprentice falling under the jurisdiction of that Committee, and a copy of such minutes shall also be furnished, at that time, to each interested City Light Department general supervisor, and to IBEW, Local 77. Matters of a strictly confidential or personal nature will be omitted from such distributed minutes.

   Apprentices shall have computer training and access to review these minutes.

2. Each apprentice shall enroll in and attend classes in subjects related to the employee's trade for not less than four (4) hours weekly for a total minimum of 144 hours per year during the term of apprenticeship, when such classes are made available by the public schools and approved by the State Board of Vocational Education.

3. Adequate safety training will be given in the related classes so each apprentice will be fully informed on safety practices. Failure on the part of the apprentice to show regular attendance at classes will be deemed sufficient cause for dismissal from the entire training system.

4. Apprentices shall receive, at least quarterly, a true copy of every progress report made on them, including quarterly progress reports.

14.6 Employees entering the apprenticeship (or pre-apprenticeship) from a regular City position in the electrical trades, or a IBEW, Local 77 represented position, shall enter that apprenticeship (or pre-apprenticeship) at the closest next higher pay step to the step currently being paid. Such step placement shall not result in a loss of pay unless the step the employee received

prior to entering the apprenticeship exceeds the journey level pay of that appropriate journey level classification. In any case, the maximum pay for an apprentice shall not exceed the journey level pay of that classification. Those persons starting at other than the first period rate shall remain at their entry rate (other than cost of living increases) until such time as their progress through the apprenticeship will result in a wage increase.

ARTICLE 15. HOURS OF WORK

15.1 The standard work week shall consist of five (5) consecutive standard workdays of eight (8) hours each, aggregating forty (40) hours per week, and shall be scheduled Monday through Friday (except where such other schedules may have been previously established, and where changes in existing or other previous established schedules are contemplated, and such changes are mutually agreed upon by the signatories to this Agreement, and except where provided for elsewhere in this Agreement).

15.2 Employees employed outside the Department's distribution area, and operating employees employed in a powerhouse, a power dispatching headquarter, or substation inside the distribution area, may work schedules providing for ten (10) consecutive workdays of eight (8) hours each and four (4) consecutive days off, or other work schedules which may have been previously established; and, where changes in existing schedules are contemplated, such changes shall require mutual agreement between the parties signatory to this Agreement, providing for a longer period of consecutive workdays with corresponding increase in days off. Such scheduled employees may, with the consent of the proper supervisors, be permitted to change shifts on any day among themselves, provided such change does not result in additional expense to the Department.

15.3 The standard workday shall consist of eight (8) hours, exclusive of the meal periods, in any twenty-four (24) hour period, without regard to any particular shift or the number of shifts which may be scheduled. For the purpose of payroll accounting, the workday shall begin at 12:01 a.m. The hours of work for one (1) shift per day, or for morning shift where there is more than one, shall normally be from 7:45 a.m. to 4:15 p.m. with one-half (1/2) hour off for lunch. Whenever it is found necessary to meet Department needs, hours of duty may also be scheduled to cover the period between 4:15 p.m. and 7:45 a.m.; or the hours of standard work shifts may be varied, provided that notice of such variation shall be given as far in advance as practically possible, and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto.

15.4 If work to be done on any specified job shall require a longer period than ten (10) workdays, such work may be organized on a shift basis. In that case, employees will be paid at the regular straight time wage for any eight (8) hour shift; and working conditions governing regular working hours shall prevail for any eight (8) hour shift. If any specified job is completed in less than ten (10) workdays, employees will be paid at the prevailing overtime rate provided, however, the overtime rate shall only apply to those employees who have been switched from the day shift to a swing or graveyard shift or vice versa. No work shall be performed under these conditions which can reasonably be done during regular working hours.

15.5 Compensatory Time in Lieu of Overtime Pay will be allowed using the following procedures, as addressed in SCL Policy and Procedure 500 P II-297 effective on June 1, 1998, or as mutually revised:

15.5.1 The accrual and use of compensatory time shall be by mutual agreement between eligible employee and appropriate supervisor.

15.5.2 Authorized compensatory time shall be earned at the rate equivalent to the overtime rate specified in Section 16.2

15.5.3 Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.

15.5.4 A written record of compensatory time earned and used shall be maintained by the City.

15.5.5 Compensatory time may be accumulated up to a maximum of sixty four (64) hours (32 hours at the double time rate) in any one contract year.

15.5.6 Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment with the City Light Department. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title. Employees with more than 64 hours of compensatory time shall be cashed out for all hours over 64 by April 1st 2015.

ARTICLE 16. OVERTIME

16.1 "Overtime work" is defined to be work over eight (8) hours in a twenty-four (24) hour period or over forty (40) in a given workweek.

16.1.1 Scheduled overtime- relates to employees instructed before quitting time or notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated hour.

16.1.2 Unscheduled overtime- relates to employees who are requested, without notice as defined in “scheduled overtime”, to report for overtime work.

16.1.3 Call out pay- Employees shall receive an amount not less than the equal of four (4) hours of straight-time pay each time called out from their homes at times other than regular working hours. They shall be paid the overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified as defined in 16.1.1 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 of straight-time pay.

16.2 Overtime for all employees shall be compensated for at the rate of double (2) time except as follows: Employees regularly scheduled to work on any recognized paid holiday shall be paid for the holiday in addition to one and one-half (1½) time their straight-time pay for working the shift. Employees in classifications whose functions do not normally require holiday work, but who are specifically called for emergency shall be paid at the double (2) time rate for the actual hours worked, in addition to holiday pay. No combinations of payments to employees shall exceed three (3) times the regular rate of pay, except as provided in Section 28.7 for "High Climb." Employees may be required to work overtime when requested.

ARTICLE 17. WAGE RATES

17.1 The Department agrees to pay to its employees, and the Union agrees that its members employed by the Department will accept, the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.

17.1.1 The base wage rates **effective on January 23, 2013**, shall be computed to reflect a 2.7% percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2012 over the same index for June 2011; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), covering the period June 2011 – June 2012as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

17.1.2 The base wage rates **effective on January 23, 2014**, shall be computed to reflect a 2.0% percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2013 over the same index for June 2012; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), covering the period June 2012 – June 2013 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

17.1.3 The base wage rates **effective on January 23, 2015,** shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2014 over the same index for June 2013; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2013 – June 2014 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

17.1.4 The base wage rates **effective on January 23, 2016,** shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2015 over the same index for June 2014; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2014 – June 2015 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

17.1.5 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing

upon a substitute formula for determining a comparable adjustment.

17.2 Every employee upon first appointment or assignment shall receive not less than minimum rate of the salary range fixed for the position.

17.2.1 Unless otherwise specified in this Agreement or applicable Standards of Apprentices, an employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one (1) month's service for each month of full-time employment, including paid absences.

17.2.2 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

17.2.3 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

17.2.4 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

17.2.5 An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in Section 17.2.1 of this Article.

17.3 As a matter of general personnel administration, employees can be expected to assume responsibilities and perform duties within their craft above or below their classifications, in a relief capacity or for a portion of their time, except where contrary to current practices.

17.4 Effective January 23, 2006 shift differential pay will be three dollars and twenty five cents ($3.25) per hour added to the base rate. An employee who is regularly scheduled to work shifts other than regular dayshift hours (first shift), unless agreed otherwise between the parties, shall receive shift differential for all hours worked.

17.4.1 Employees on vacation, sick leave, industrial injury and light duty (day shift) shall not receive shift differential. It is understood that shift differential stays with the shift and not with the individual.

17.4.2 Shift extensions before and after the regular work shift other than day crews (first shift) will be paid at the double (2) time rate of pay plus the shift differential.

17.4.3 All hours worked on shift work relief for vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignments, and/or special assignment will be paid at the double (2) time rate of pay plus the shift differential.

17.4.4 Employees working a twelve (12) hour dayshift will receive the shift differential for the last four (4) hours of the shift.

17.4.5 Shift differential will be paid for all shift hours worked in accordance with Section 15.4.

17.4.6 All other overtime, whether scheduled or by callout, will be paid at the double (2) time rate of pay only.

17.4.7 This shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City, except in overtime situations.

17.4.8 Shift personnel will have access to safety meetings, training opportunities and Union representation.

ARTICLE 18. SUBSISTENCE

18.1 When employees are required by the Department to travel more than thirty (30) miles from their normal headquarters (except to Bothell Substation or Cedar Falls for employees normally headquartered within the Seattle area) they shall receive a meal allowance at the Federal Per Diem rate if travel occurs during a meal period. When overnight lodging away from the employee's home is required, it shall be reimbursed up to the Runzheimer rate. This does not preclude the Department from making special accommodations available for outage restorations. Accommodations, other than outage restoration, will be equivalent to the Runzheimer rate in quality, or best available, when the Runzheimer standard cannot be met.

18.2 When an employee, crews, or any part of a crew or crews, are staying overnight at the Skagit, they shall be provided housing at the Skagit when available, otherwise Section 18.1 will apply.

18.3 In order to cover personal incidental expenses during periods away from home, a payment of two (2) additional hours at the normal rate of pay for each night of required absence from their regular place of employment shall apply.

18.4 When attending a conference and/or training on an employee's regular workday, the employees are expected to adjust their hours for normal daily training and/or conference sessions.

18.4.1 If the conference and/or training is scheduled and exceeds eight (8) hours per day, the employee shall be compensated at the overtime rate of pay for those hours in excess of said eight (8) regular hours (excluding meals).

18.4.2 Travel to and/or from the employee's regular headquarters to a conference and/or training location shall be considered part of the employee's normal workday. Any time consumed for travel outside of the normal working hours shall be compensated at the overtime rate of pay.

ARTICLE 19. MEAL PERIODS AND MEAL PAYMENTS

19.1 All overtime meal payments, whether the meal is taken or not, shall be receipt-less and paid at the Eighty Two point Five percent rate (82.5%)as listed in Schedule "A" on the employee's check.

19.2 In general, and except as otherwise provided herein, the regular meal periods shall be at 6 a.m., 12 noon, 12 midnight, and 6 p.m. Employees required to work during a regular meal period shall receive the overtime rate of pay for such portion of the meal period that they work. The amount of time used from the regular eight (8) hour day for the meal shall then be deducted from the regular work day time in computing the day's compensation.

19.3 When employees are on overtime work they will be compensated for meals as described below, unless returned to headquarters before meal time, or except when notified before regular quitting time, or at least twelve (12) hours in advance of the starting time, in which event they shall furnish their own 12 noon or 12 midnight meal.

19.3.1 Employees working up to a meal period on unscheduled overtime shall be paid at the Eighty Two point Five percent rate (82.5%) as listed in schedule "A" for payment of the meal.

19.3.2 If overtime is to continue through or after a regular meal period and is ninety (90) minutes or more in duration, the department shall pay employees for the meal, except when the department furnishes the meal at or from its own mess hall. The 6 a.m., 12 noon, 12 midnight and 6 p.m. meals will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule"A".

19.4 When an employee is called out to work unscheduled overtime prior to the 6 a.m. meal period and continues to work past the 12 noon meal period the Department shall pay the employee for the 12 noon meal.

19.5 Meal payment for shift employees on unscheduled overtime shall be provided as set forth in Sections 19.5.1, 19.5.2, 19.5.3, and 19.5.4.

19.5.1 The term "shift employees" refers to those employees subject to shift rotation or who regularly work either evening or night shifts. It also refers to all employees working other than the standard work day, and standard work week, as defined in the Agreement.

19.5.2 Meals and meal periods for unscheduled hours worked either before or after a normally scheduled shift (shift extension) shall be as follows:

a) The meal period will start ninety (90) minutes prior to the regularly scheduled beginning of a shift; the meal will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule"A" .

b) The meal period will be ninety (90) minutes after the end of a regularly scheduled shift. Working beyond the start of this meal period will entitle the employee to a meal paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule"A" rate.

c) All succeeding shift meal periods will be in six (6) hour increments and will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule“A”rate.

19.5.3 Mid-shift meals and meal periods for unscheduled overtime hours worked when called out shall be as follows:

a) Four hours after the predetermined time for the start of the shift, the meal will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule“A”rate.

b) All succeeding shift meal periods shall be in six (6) hour increments, and will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule“A”82.5% rate.

19.5.4 Employees working up to (but not into) a meal period on overtime shall be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule“A”

ARTICLE 20. UNION REPRESENTATIVES

20.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. On projects which are under military guard, the Department will cooperate with the Union officials in this regard as far as regulations will permit.

20.2 Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to the management.

20.3 Employees elected or appointed to office with the IBEW, Local 77 Union which requires a part or all of their time shall be given leave of absence of up to seven (7) years upon application. They shall not lose their seniority established with the Department at the time of the leave of absence.

ARTICLE 21. STEWARDS

21.1 The Business Manager and/or Representatives shall have the right to appoint a Steward at any shop or on any job where employees are working under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure set forth in Article 7 of this Agreement. The Department shall be furnished with the names of Stewards so appointed. Under no circumstances shall the Department dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 22. SAFETY AND HEALTH

22.1 All work shall be done in a competent and Journeyworker like manner, and in accordance with the State of Washington Safety Codes. Where Department standards are more stringent than those called for as a minimum by State Construction Code, then the Department standards shall prevail.

22.2 It shall not be considered a violation of this Agreement as described in Article 9 for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided or when the facilities and services are not being maintained in a sanitary condition. An employee who is involved in such a work stoppage shall not be disciplined or suffer any loss of wages for such action if one of the three conditions as described above actually prevailed at the time of the work stoppage. Any questions regarding the merits of safe vs. unsafe conditions shall be judged pursuant to Article 22.

22.3 All employees whose work requires them to work on elevated structures or in vaults, manholes and handholes shall be instructed in a system of rescue and resuscitation at least once a year in order to become and remain proficient in its application. A record of such training and individual performance shall be kept. When Instructors of these rescue systems are selected from the IBEW, Local 77 Bargaining Unit, they shall be compensated at their regular rates of pay when receiving CPR Instructor training.

22.4 The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If not resolved at that level, the employee should submit a written safety suggestion. The Department recognizes that the individual employee also has the right, in compliance with appropriate State and/or Federal laws, to report the hazardous condition directly to the State of Washington, Department of Labor and Industries, Division of Safety.

22.5 The Department will maintain an effective hearing conservation program. The program will include (a) noise exposure analysis, (b) control of noise exposure and (c) measurement of hearing through audiometric testing. Employees exposed to noise which equals or exceeds the limits specified in the Walsh-Healy Act will be audiometrically tested every eighteen (18) months or as often as stipulated in the Washington Industrial Safety and Health Act.

22.6 The Department agrees to maintain an effective Safety Program. To accomplish this end, the Department agrees to the following:

1. The practice of safety shall have first priority in all Department activities.

2. The Safety Unit or other appropriate work unit shall issue job orders for any matter pertaining to unsafe working conditions.

3. Those safety job orders pertaining to hazardous conditions affecting the personal safety of the Department personnel shall be given the first priority and those job orders

pertaining to unsafe conditions which place an employee in immediate peril shall be completed in advance of any other work that may be pending on that job.

4. The Department will develop and employ a professional safety staff. The majority of this professional staff shall be assigned exclusively to safety.

5. Employees have the right to have safety and health inspections made at the job site and may have a representative present during the inspections.

6. The Department shall post on all safety bulletin boards, with copies to the Union, any reports concerning the inspections which reveal hazardous conditions or toxic substances.

7. Employees have the right to a safe working environment so that no employee suffers impaired health or diminished life expectancy. Dangerous substances and conditions shall be identified and posted.

8. All plant facilities and mobile equipment shall be designed or selected with employees' safety as a paramount consideration.

9. A Safety Advisory Committee composed of three (3) members of the Union and three (3) members of the Department shall be established. The Committee shall meet at least quarterly to review the effectiveness of the Department's Safety Program.

10. When a safety watch is required, the person assigned shall be a journey level Lineworker, Cable Splicer or Electrician Constructor as appropriate to the type of work being performed. The responsibility of this person shall be to function as a safety watch.

22.7 After an electrical contractor has completed any new underground or overhead distribution installation, the final primary (4 kV and over) termination tap or connection required to energize the system shall be made by the appropriate union-recognized classification in accordance with this Agreement.

22.8 The Union shall be notified of serious injury or fatal accident involving an employee covered by this Agreement, and the Union may, at its discretion, have at least one (1) representative from the Bargaining Unit at all investigations of such accidents. The Union Representative's supervisor must be notified before the representative leaves work for this purpose. Work time involved by the Union's representative shall be paid by the Union. Department accident or injury reports of such investigations shall be available to the Union, and the monthly Safety Accident and Industrial Illness Report shall be provided to the Union.

22.9 Safety meetings shall be scheduled monthly (except as provided for in Article 29, Working Rules for Operating Personnel Working in Substations) and shall be on Department time, but shall be so arranged that the employees can report to their headquarters prior to the meeting and travel to and from such safety meetings in Department equipment and on Department time. Employee’s attendance shall be compulsory.

ARTICLE 23. WORK OUTSIDE OF CLASSIFICATION IN EMERGENCIES

23.1 In cases of extreme emergencies, employees may be required to perform work outside of their classification. In such a case the employees affected shall, whenever practicable, be under the direct supervision of a Crew Chief, or other employee regularly performing this work.

23.2 For the purpose of definition in this Agreement, "emergency" shall mean an unforeseen occurrence endangering life, limb and/or property as determined by the person-in-charge.

ARTICLE 24. UNEMPLOYMENT COMPENSATION

24.1 When and if members of IBEW, Local 77 covered by an agreement between themselves and the City of Seattle, City Light Department cease to be covered by the Federal and State law requiring City of Seattle, City Light Department participation in an unemployment compensation program, the City of Seattle, City Light Department, will implement a self-insured form of unemployment compensation for employees covered by this Agreement.

The unemployment compensation will meet the following criteria:

24.1.1 Provide coverage for full-time employees who have completed one (1) continuous year of service with the City immediately preceding such layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one (1) year requirement.

24.1.2 Coverage will only apply to those employees who are laid off.

24.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

24.1.4 The weekly benefit will be the same as the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

24.1.5 When and if the City of Seattle is required by Federal or State law to participate in any unemployment compensation program or finance unemployment compensation benefits, the City of Seattle's obligation to any employee under Section 24.1 will cease as long as the weekly benefit amount under said Federal or State law is equivalent to or exceeds the weekly benefit amount specified under Section 24.1. If the weekly benefit received under the Federal or State mandated program is less than that provided under Section 24.1, the City of Seattle shall supplement the payments made pursuant to Federal or State law to the extent that the unemployment compensation weekly benefit would equal that provided under Section 24.1.

24.1.6 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

ARTICLE 25. BULLETIN BOARDS

25.1 Bulletin boards shall be maintained at all permanent headquarters and shall be available to the signatory Union for posting of official Union bulletins.

ARTICLE 26. GENERAL AND MISCELLANEOUS

26.1 All employees who are required to use their own transportation on Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year, or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

26.2 No wage rate, reasonable condition or privilege not inconsistent with this Agreement presently enjoyed by any classification of employees covered by this Agreement shall be reduced because of the signing of this Agreement.

26.3 Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty except for cause after having been on duty more than one-half (1/2) day, they shall receive a full day's pay, unless relieved at their own request.

26.4 The Union signatory to this Agreement shall have the option or privilege of payroll deductions for Union dues in compliance with Department regulations.

26.5 Industrial Injury or Illness: In August of 1991, the City Council enacted an ordinance revising this benefit. The provisions are reflected in the following language which replaces language which became null and void per the 1991-94 Agreement.

Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

26.5.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by industrial insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 26.5.

26.5.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by

satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code 4.44, as now or hereinafter amended.

26.5.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 26.5. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Sections 26.5 and 26.5.1.

26.5.4 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties but in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

26.5.5 Sick leave shall not be used for any disability herein described except as allowed in Section 26.5.1.

26.5.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

26.5.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

26.6 A qualified City Light Journeyworker shall review at appropriate intervals during construction and prior to energization, electrical portions of all underground, all overhead, and all station projects undertaken by contractors for the Department within the City Light service area. Underground work shall be reviewed by a Journeyworker Cable Splicer, overhead work shall be reviewed by a Journeyworker Lineworker, and station work shall be reviewed by a Journeyworker Electrician Constructor. Direct burial facilities installed by contract may be reviewed by any of the Journeyworker classifications as covered by Section 31.17.

The Journeyworker selected to review the contractor's job shall become familiar with the electrical system to insure that no undue hazard exists so far as future maintenance is concerned. The Journeyworker shall have the responsibility and authority to point out and/or report any condition or situation that would render the job unsafe. A copy of these reports shall be turned in to the Supervisor of the appropriate Division. Should it be necessary to leave a job in a temporary or unsafe condition for a short period of time, the Department shall post a report of such condition on the safety bulletin boards in the appropriate Division.

The Department agrees that conditions which are documented as unsafe will be corrected before work is accepted for regular operation and maintenance.

A copy of the City Light Inspection Division's authorization to energize shall include the name of the Journeyworker who reviewed the construction and shall be furnished to the Supervisor of the

appropriate Division and the Power Dispatcher. In order to review the contractor's job, the Journeyworker selected may be required to work the same hours as the contractor's employees and shall not be paid overtime except when working more than an eight-hour day. As used in this Section, the term "Journeyworker" shall also include the appropriate Crew Chief.

26.7 Electrical Trades Trainees shall be included in the Bargaining Unit. It is understood and agreed that the Electrical Trades Trainee position is a training position in which the Electrical Trades Trainee is trained in all phases of an Electrical Helper's job. The concept is that under direction and guidance, the Electrical Trades Trainee will perform tasks as needed to learn the safest, best and most efficient method to do an Electrical Helper's job. The job site portion of this learning process will be under the direct guidance of a regular helper with participation by the Journeyworker and/or Crew Chief.

It is further understood that the Electrical Trades Trainee will in no way replace or substitute for a regular Helper.

ARTICLE 27. SAVINGS CLAUSE

27.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation that parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 28. GENERAL WORKING RULES

28.1 The Working Rules contained herein, and not inconsistent with the provisions of this Agreement, are hereby adopted, and will remain in effect until modified or amended. Any changes in the Working Rules between the Department and the local Union signatory hereto shall be promulgated in the form of schedules supplementary to and incorporated in this Agreement.

28.2 Employees shall receive an amount not less than the equal of four (4) hours of straight-time pay each time called out from their homes at times other than regular working hours. They shall be paid the regular overtime rates from the time they leave home until they return 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 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 of straight-time pay.

28.2.1 Employees will be paid car mileage as covered in Section 26.1 if they are required to furnish their transportation to and from their homes on a callout as described in Section 28.2. No mileage payment will be made if the employees are notified before leaving their regular daily work to report for duty after regular working hours.

28.3 Employees on overtime pay before the start of their regular shift, who have enough of such overtime to equal eight (8) hours or more of regular time rate of pay, shall have eight (8) consecutive hours of relief before being returned to regular straight-time rate of pay, and such employees may be relieved from duty for the day after having earned at least ten (10) hours' straight-time pay. The employees/crew may choose to work one-half of their next regular shift at the overtime rate of pay. After the involved employees have realized compensation equal to their regular shift pay, their supervisor may release them from duty for the remainder of their shift. Alternatively, the employees may at their option use sick leave to compensate for the required time off from their regular scheduled shifts.

28.4 Employees called for duty less than four (4) hours before 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 at straight time.

28.5 Where the Department desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal sixteen (16) hours off duty between shifts shall be allowed and the overtime rate shall be paid for all the time less than the nominal sixteen (16) hours off duty, except where otherwise agreed upon by the Department and the Union.

28.5.1 The schedule for the days to work and the days off go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to the schedule for the old job ceases at the beginning of the new job.

28.5.2 Nothing in this Section shall be construed to avoid the payment of overtime to an upgraded employee called back from scheduled time off to fill a higher position when the regular employee in that position is absent from work.

28.6 When employees are transferred to any position in which they have had no previous experience, they shall be given a reasonable break-in period with an experienced employee in that position.

28.7 All employees working on poles, towers, or suspension type platforms seventy-five (75) feet above ground or higher shall receive additional compensation while actually working at these heights. This additional compensation shall be at the straight time rate in addition to the normal rate in effect at the time the work is being performed. This rule shall not apply when employees are working on roofs of buildings where no exceptional hazard exists, nor does it apply to Lineworker (Testing Live Line Insulators over 7500 volts).

28.8 Employees shall not be required to report before or after their regular work periods to other than their regular headquarters for the purpose of picking up vehicles or materials.

28.9 Employees required to attend meetings called by the Department outside of regular working hours shall be paid overtime for those hours which are worked in addition to their regular shift. When attendance at departmental meetings cannot reasonably be scheduled during an employee's regular shift, such employee can be expected to attend as scheduled. An employee who has compelling reasons which make it unreasonable for the employee to attend a given meeting outside of the employee's regular shift shall discuss the situation with the supervisor as far in advance as possible so that alternate arrangements can be made. An employee's attendance at such meetings shall be scheduled at least seven (7) days in advance.

28.10 When a job to be done has been given to an individual or crew and, after inspecting or attempting to do the job, it has been turned back unfinished, the reason for turning it back must be put in writing by the person so doing. Special note must be made of extraordinary hazards, and this information must be given to all persons or crews that are later requested to do the same job.

28.11 Employees classified as Helpers will in no event be used as substitutes to replace Journeyworkers.

28.12 Headquarters shall be where adequate toilet, washroom, lunchroom, and locker facilities are available to accommodate personnel assigned thereto, and where their tools and clothing may be kept in a safe, dry and warm place. Suitable privacy will be provided in the above facilities. All changes of headquarters for any work unit (bid position) shall first be reviewed by the Joint Labor Management Committee for compliance with this Article.

28.12.1 All employees shall be assigned to a headquarters which meets the definition of 28.12. Thereafter, they shall report to that place as their "normal work headquarters" at the beginning of the workday and shall be regarded as on duty. Travel from headquarters to job locations and back to headquarters shall be part of the employee's work time, and any transportation necessary shall be

provided by the Department. Instead of reporting to their headquarters, employees may be directed to begin their regular work shift at a department designated location within the distribution area for training. Parking costs, supported by a receipt, shall be reimbursed by the Department.

28.12.2 If the City Light Department undertakes a project within the distribution area which will occupy one (1) or more employees for a period of more than ten (10) days, one (1) or more employees may be required to report at the headquarters nearest the work project for the duration of the project. The employee shall (except for breakdown or emergency) receive at least five (5) workdays advance notice of a shift in a headquarters as covered in this paragraph. Upon completion of the project, the employees shall return to their "normal work headquarters." These headquarters shall meet the requirements of Section 28.12.

28.12.3 When employees are required by the Department to do temporary work in a location outside of the area surrounding their normal headquarters, the following shall apply:

a. If an employee is required to travel more than thirty (30) miles, Article 18 shall apply.

b. If an employee is required to travel thirty (30) miles or less, or to Bothell Substation or Cedar Falls, time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel, outside of regular working hours, shall be at the overtime rate of pay.

c. The normal work week for those crews traveling may need to conform to the schedules at work locations they may be temporarily assigned to.

d. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days. Assignments may be extended by mutual agreement between the Union and the City.

e. Except for unanticipated occurrences, at least three (3) days notice shall be given the employee for assignment to work outside the Seattle distribution area.

f. For work assignments outside of the distribution area, transportation other than provided by the Department may be used provided this results in no additional cost to the Department.

28.12.4 Employees laterally transferred or accepting promotion to or from permanent headquarters outside the Seattle distribution area to or from another permanent headquarters shall be paid for all reasonable moving expenses of household goods.

28.12.5 When a transfer is out of the Seattle distribution area and at the request of the Department, adequate family housing facilities shall be furnished as soon as available under the housing rule of the area. The provisions of this paragraph shall not apply to personnel whose headquarters is Bothell Substation or Cedar Falls.

28.12.6 Upon retirement of, or death in service of, an employee whose permanent headquarters is outside the Seattle Distribution Area, the Department shall pay all reasonable moving expenses of the employee's household goods to Seattle or a distance not greater, providing the move is made within thirty (30) days after death or retirement of the employee.

28.13 In case of an employee being employed at two (2) classifications in the same day the employee shall receive the higher rate of pay for all hours worked at the higher classification, or except as otherwise specified in Article 36, POWER PRODUCTION, Sections 36.11 and 36.12.

28.13.1 When an employee is appointed on a "work out of class" basis to a position in a class, with multiple pay steps, having a higher maximum salary such employee shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay nearest to four percent (4%) provided that such increase shall not exceed the maximum step established for the higher paying position.

28.13.2 Replacement relief of a higher classification shall be the same pay rate as the pay of the relieved position. Holidays falling in the replacement period shall be paid at such higher rate providing the employee works the day before and the day after the holiday. The higher rate of pay does not apply to vacation or sick leave occurring during such assignment.

28.14 Permanent transfers to another headquarters or organizational unit to permanent vacancies in an employee's current classification (job titles listed in Schedule A) requested by Electrical Journeyworkers or employees in lower related classifications who have completed their probationary period shall be made in accordance with the following factors:

a. The Department shall post all permanent vacancies in Electrical Journeyworker or lower related classifications for a period of not less than six (6) working days at the headquarters of the classifications affected. The Department shall furnish a copy of all postings and awards to the Union.

b. Seniority for purposes of this Article shall be based on total employment from the most recent date of employment with the Department in one's current classification listed in Schedule “A”.

    1. In the event two (2) or more employees have the same classification seniority, then Department seniority shall govern. Department seniority shall be based on the total continuous employment with the Department under regular appointment.

    2. There will be no seniority credit granted for time worked at a higher level when working out-of-class assignments, but seniority shall continue to accrue in the employee's regular job classification.

3. For the purpose of determining either classification or Department seniority, leave of absence without pay not to exceed sixty (60) days per calendar year shall not be deducted.

4. An employee on leave of absence per 20.3 shall continue to accrue seniority in the employee's regular job classification.

5. Employees reduced for any reason other than discipline shall retain their accumulated seniority in their lower classification listed in Schedule "A."

6. Employees reduced for any reason other than discipline, then later returned to their former higher position, shall retain their accumulated seniority in their higher classification listed in Schedule "A."

c. Seniority lists shall be established annually as of April 1st and used for the ensuing year for bidding. Such lists shall be posted at headquarters and units herein having affected employees, and copies shall be furnished to the Union by April 15th of that same year.

d. Notwithstanding anything contained herein, the Department need not consider the request of the employee who does not possess the knowledge, skill, adaptability and physical ability required for the job on which the application for transfer is made, or who has not completed the probationary period.

e. Headquarters for the purpose of bidding shall be: North Service Center, South Service Center, Newhalem, Boundary, Cedar Falls, and the System Control Center.

f. A permanent vacancy must be posted for bidding if it is to be filled for more than one thousand forty (1040) hours (6 months) unless the vacancy is created by an employee on sick leave, Industrial Injury, or approved Leave of Absence.

g. The senior qualified bidder shall be awarded the permanent vacancy which is posted per this Article.

28.14.1 Transfer of an employee from one headquarters or organizational unit to another headquarters or organizational unit shall not constitute a promotion, provided however, the following job titles will be filled by bidding as defined in Section 28.14:

FROM	TO
a) Material Supplier, Electrical	Material Supplier. Electrical asg Line Equipment Operator/ Pole Digging Machine
b) Material Supplier, Electrical	Material Supplier, Electrical asg to Pole Hauling Detail
c) Material Supplier, Electrical	Material Supplier, Electrical asg Electrical Equipment Custodian

d)	Material Supplier, Electrical	Material Supplier, Electrical asg 15000 GVW or heavier truck equipped with cable winch and/or derrick
e)	Material Supplier, Electrical	Material Supplier, Electrical asg Oil Truck, Vactor Truck, Pump Truck or Tool Room
f)	Electrical Helper	Material Supplier, Electrical

28.14.2 If the Department does not within the time provided herein receive any applications from qualified applicants for posted openings, the transfer rules of this Section shall not apply.

28.14.3 The Department shall have the right to make transfers at the request of employees whose health or physical condition makes it advisable to transfer them from duty in occupations which are hazardous or involve physical or mental strain, and nothing in this Agreement shall be construed to restrict or restrain the Department in the exercise of such right.

28.14.4 The purpose of this Section is to establish the process that will be used when it becomes necessary to transfer employees between any of the following work units:

URD	Overhead Line Construction
Streetlighting	Line Service

When the workload (work quantity and committed completion dates) changes due to decisions or circumstances outside of the department's control, and produces a workload peak that exceeds the capacity of the available or assigned work force, employees may be shifted from their job in the work unit (bid position) to another work unit within job classifications for purposes of meeting workload peaks or to cover for the absence of critical skills. Such transfers shall be accomplished utilizing the following process:

- Priority shall be given to transferring work between units and/or headquarters over transferring employees temporarily between units within headquarters to meet workload peaks.

- The reason necessitating the transfer shall be provided to the employee.

- For temporary assignments of five (5) or less working days, employees will be given verbal notice as soon as possible, but in no case later than the end of their previous workday.

- For temporary assignments lasting over five (5) working days, employees will be given not less than forty-eight (48) hours advance notice, in writing.

- Such temporary transfers of employees from their work group shall consider:

- Employees shall experience no change in hours of work or headquarters.

- Volunteers first by classification, seniority and headquarters.

- If no volunteers are available, transfers shall be made by reverse order of seniority. Employees with previously approved vacation or other previously approved leave shall be excluded during that specific time period.

- Non-voluntary transfers shall be limited to thirty (30) working days or eight (8) incidents, whichever comes first, in any calendar year.

- "Work unit" shall be defined as the employees regular job assignment per Section 28.14 of the Agreement.

This section shall only apply to Section 28.14 of the Agreement. All other sections of Article 28 and other articles in the Agreement shall remain in full force and effect.

28.15 An annual reimbursement of $140.00 will be made to those employees that do not receive FR Clothing.Any questions as to the application of this Article shall be resolved by the Joint Labor Management Committee.

28.16 The Department, with the cooperation of the Union and the affected employees, shall make every effort to find employment for employees that are displaced as a result of automation programs at the hydro plants and substations, including, but not limited to, the following:

1. The Department shall make every effort to place employees within the Light Department or other City departments at comparable rates of pay.

2. The Department shall make every effort to provide retraining programs and necessary classes.
3. The Department shall make every effort to locate employment with other utilities; however, the acceptance of this employment is purely voluntary on the part of the employee.

28.17 The Department shall pay four hundred and thirty three dollars ($433.00) per employee during the term of this Agreement as a lump sum payment via payroll for the cost of purchasing protective footwear. This payment will be paid within 90 days of the ratification of agreement by both parties Any questions as to the application of this Article shall be resolved by the Joint Labor/Management Committee.

28.18 The Department will pay all fees associated with obtaining and renewing a Commercial Drivers License, for employees required to obtain/maintain such license.

ARTICLE 29. WORKING RULES FOR OPERATING PERSONNEL WORKING IN SUBSTATIONS

29.1 The installation, maintenance, and operation of light and power equipment in substations and operational support for Cedar Falls and Tolt shall be considered the work of Electrician Constructors and other classifications and job titles as identified in Article 29 and Article 32. These rules (Articles 29 and 32) shall not conflict with the present duties of other classifications covered by this Agreement.

29.1.1 Effective with the signing of the 1995-98 Collective Bargaining Agreement, the classifications of Electrician Constructor and Substation Operator I and II were combined into one classification. A separate work force of Operating personnel will be maintained to respond to the System Control Center. Incumbent employees in the Substation and Power Station Operator titles were placed in job titles of Electrician Constructor (Operator Incumbent) and Electrician Constructor (Operator Incumbent) Working Crew Chief assigned Crew Coordinator. The titles and status of employees in this work unit are:

Prior Job Classification	Incumbent Title	New Combined Classification Title
Substation Operator II	Electrician Constructor (Operator Incumbent)	Electrician Constructor
Substation Operator I	Electrician Constructor (Operator Incumbent)	Electrician Constructor
Power Station Operator, assigned Crew Coordinator	Electrician Constructor (Operator Incumbent) Working Crew Chief assigned Crew Coordinator	Electrician Constructor Working Crew Chief assigned Crew Coordinator

29.1.2 The job tasks listed in Appendix C, paragraphs "A" of Sections I. and II. shall be performed by employees in either title, Electrician Constructor or Electrician Constructor (Operator Incumbent) at both the journey and Crew Chief/Crew Coordinator levels, upon signing of this Agreement. After training, employees in these titles shall perform the work in Appendix C, paragraphs "B" of Sections I. and II. as assigned. Job tasks in Appendix C are in addition to those performed prior to negotiation of this Agreement. The parties agree that the department has the responsibility to provide training on "B" list duties and that Incumbent Operators have the responsibility to take advantage of that training within their work schedule.

29.2 Employees in the Power Stations Operations Unit as of August 8, 1994 were assigned to Operator Incumbent job titles, per Section 29.1.1 and were identified in a Memorandum of Agreement between the Union and the City.

29.2.1 Except for just cause discipline, Operator Incumbents shall not be laid off or demoted except through attrition, or voluntary change of both classification and work unit.

29.3 It is agreed that the System Control Center shall be headquarters for Substation Operations personnel.

29.4 The working schedule may include vacation days in the days off.

29.5 The complement of a crew on shift at the various attended substations shall consist of an adequate number of employees in proper and applicable classifications necessary to the operation of the plant.

29.5.1 Members of crews shall be required to perform only those duties which properly fall within the job description of their individual classifications and except in cases of extreme emergency involving danger to life or property, there shall be no unreasonable expansion of the employees normal workload. The job description and workload shall include the duties which result from the combination of job classifications as described in Sections 29.1, 29.1.1, 29.1.2, and 14.5.b.3.

29.5.2 The Working Crew Chiefs assigned Crew Coordinators may be required to fill shifts on the day shifts of the Crew Coordinator normal workday.

29.6 The working schedule for each work period shall be posted for seven (7) days before it is to go into effect.

29.7 Transfers requested by operating personnel shall be made as provided in the General Working Rules 28.14.

29.7.1 The seniority to bid for vacancies shall be computed as of the day the vacancy occurs. For this purpose, an annual seniority list shall be furnished the Union and sent to all headquarters. All jobs to be vacant over six (6) months except for vacation relief, shall be filled by bidding. Any job to be open for more than one (1) year, except for sick leave, shall be filled by bidding as if it were a permanent opening. The successful bidder shall be placed on the job as soon as practical.

29.8 Schedules provided for rotation of shifts and/or rotation of days off shall be mutually agreed upon by the signatories of this Agreement and the Department. Staffing and workload influence and play a part in the schedule. The Department has a responsibility to disclose workload and staffing levels in a timely manner because they influence and play a part in the development of work schedules. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.

29.8.1 When a permanent vacancy occurs in the Substation Operations Work Unit, the open position on the work schedule shall be offered to employees within the Unit by the bid procedure defined in Section 29.8. The Employer shall then either bid the position in accordance with 29.8.2 or develop a new schedule pursuant to 29.8.3.

29.8.2 Upon completion of the work schedule bid procedure, the vacancy will be filled by the following procedure:

1. By Electrician Constructors through a bid (Headquarters and Work Unit);

2. If no bids are received and management decides not to hire a replacement, then the least senior Electrician Constructor may be assigned to the Substation Operations Work Unit;

3. If no bids are received and management decides to hire a replacement, then management will hire an Electrician Constructor into the vacant position.

29.8.3 If the vacant position is not to be filled upon completion of either the bid procedure in Section 29.8.1 or 29.8.2, a new schedule will be mutually agreed to. Relief personnel may be scheduled to fill the schedule vacancies until the new schedule is adopted.

29.9 Safety meetings shall be held regularly at a centrally located place or places and at the time of day specified by management. At least one representative from each station shall be in attendance.

29.10 When sick or injured, operating employees shall if physically possible, notify their immediate supervisor by telephone or otherwise sufficiently in advance so that relief can be provided. Employees must also keep their supervisors informed as to their availability to return to work.

29.11 All operating personnel temporarily assigned to the Bothell Substation shall be compensated in the amount of an additional one-half hour's pay per day when so assigned.

29.12 Vacations shall be scheduled in accordance with Sections 11.4 and 11.8, however, consideration will be given to classification seniority as determined by Article 29.

29.13 The working schedule for Electrician Constructor (Operator Incumbent) and Electrician Constructors working in Substation Operations may include six (6) Orientation Days per employee, per calendar year. An Orientation Day is defined as a shift during which the employees familiarize themselves with equipment and operating practices, while performing no routine duties. It is desirable that these days be spaced so that no more than two (2) are scheduled per employee in any three (3) month period. Any Orientation Day utilized for relief work shall be rescheduled to the closest practical later date. Orientation days shall be worked the same hours as the employee's current working shift hours provided the employee has submitted a prior training plan and that plan has been approved or modified by their supervisor. Employees who fail to submit a training plan, or those with plans that are expressly disapproved as opposed to being modified by their supervisor, will report for Orientation training at a time designated by their supervisor and in consonance with the training that is to be accomplished. A plan submitted by an employee may be modified or revised by their supervisor in consonance with the training that is to be accomplished, but such a plan will not be expressly disapproved except for a good training reason.

ARTICLE 30. WORKING RULES FOR LINE CREWS

30.1 All framing of poles will be done by Lineworkers with the help of Lineworker Apprentices and/or Material Suppliers. The erection of poles will be done by Line Crews. This rule does not apply to erection or maintenance of poles under the supervision of Transmission Lineworkers who have Line personnel under their jurisdiction.

30.2 Stubbing of poles will be done under supervision of a Line Crew Chief, Lineworker, or Transmission Lineworker.

30.3 All tree trimming where there is a possibility of contact with transmission or distribution circuits will be done by Lineworkers.

30.4 Crews normally under a Line Crew Chief will not be regularly scheduled for work on Saturdays.

30.5 When employees are required to put in time before or after their regular working hours for the purpose of picking up vehicles or trailers or for loading materials, only the additional time worked will be compensated for at the overtime rate.

30.6 The standard workday shall consist of eight (8) hours, exclusive of meal periods, in any twenty four (24) hour period, without regard to any particular shift or the number of shifts which may be scheduled. For the purpose of payroll accounting, the workday shall begin at 12:01 a.m. The hours of work for the day shift shall consist of four (4) hours from 7:45 a.m. until 11:45 a.m. and four (4) hours from 12:15 p.m. until 4:15 p.m. Whenever it is found necessary to meet department needs, hours of duty may also be scheduled to cover the period between 4:15 p.m. and 7:45 a.m.; or the hours of standard work shifts may be varied; provided that notice of such variations shall be given as far in advance as practically possible; and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto. When travel for the meal is involved, it will be included in the one-half (1/2) hour meal period; provided, however, that a meal period of one (1) hour may be taken by crew(s) of the Line Division during periods when weather conditions warrant, under the following conditions:

a. When Crew Chiefs request a one (1) hour meal period for their crew they must notify the Supervisor or designee prior to the meal period that day.

b. When travel for the meal is involved, it will be included in the one (1) hour meal period.
c. When a one (1) hour meal period is taken by a crew, the affected employees will work one-half (1/2) hour later on that shift (until 4:45 p.m.) so as to complete the eight (8) hour workday.

30.7 The basic Line Crew shall consist of the following:

1 Crew Chief
1 Lineworker

2 Any combination of Lineworker, Material Supplier, or Lineworker Apprentice. However, there will be no more than one (1) 1st through 7th period Lineworker Apprentice on any four (4) member crew.

30.7.1 Not more than two (2) employees shall be working on a pole or structure at any one time.

30.7.2 The crew chief is a working crew chief on four (4) member crews.

30.7.3 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

30.7.4 The four (4) member crew shall do all linework with the following exceptions, provided that the Crew Chief has determined that adequate equipment is available to do the work safely.

30.7.4.1 The four (4) member crew shall not transfer conductors or change crossarms on 3-phase corners involving dead ended energized 26 kV circuits.

30.7.4.2 The four (4) member crew shall not work on any circuits above an energized 26 kV circuit.

30.7.4.3 The four (4) member crew shall not hang 3-phase transformer banks or capacitor banks above energized primaries.

30.7.4.4 The four (4) member crew shall not pull wire in the vicinity of energized primaries.

30.7.4.5 The four (4) member crew shall not reconductor 120/240 kV circuits.

30.7.5 In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for assignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

30.7.6 A Line Crew with less than four (4) members shall limit their work to secondaries, streetlights, guywires, insulator washing, replacing pole grounds, installing molding and guy guards, maintenance inspections, pole testing, removal of vacated poles below the primary conductors, and

installing anchors. Any departure from the basic four (4) person overhead line crew structure shall be subject to the following restrictions:

1. This will only take place when all possible four (4) person crews have been formed, with the proper classifications.

2. Any line crew with less than four (4) persons shall include a Crew Chief and Journeylevel Lineworker.

3. If it is not possible to comply with the preceding restrictions, unassigned personnel shall be combined with other existing crews or placed on special assignment within their classification assisting a Crew Coordinator.

4. The work assigned shall be consistent with the skill levels of the members composing the crew and equipment available, as determined by the Crew Chief.

30.8 The Department at its discretion may assign other work crews to perform the work as defined in Article 30.

ARTICLE 31. WORKING RULES FOR UNDERGROUND NETWORK CREWS

31.1 All cable splicing, installation, and maintenance of primary and higher voltage cable, of secondary and DC cables and terminal ends in the Underground Network shall be considered under the jurisdiction of Journeyworker Cable Splicers. For reasons of this Agreement, the Underground Network is understood to mean electrical facilities directly associated with area-wide secondary network systems. All other work in connection with any underground installation may be done by either journey level Lineworkers, journey level Electrician Constructors or journey level Cable Splicers, as determined by Department management.

31.2 The Underground Crew shall connect to the first point of feed of customer's wiring.

31.3 A crew pulling lead covered cables or non-leaded cables with power shall include not less than two (2) Journeyworker Cable Splicers and shall be supervised by a Crew Chief.

31.4 With respect to underground, when capacity of the main line switch is over 200 amps and when worked hot, such work shall be done by not less than two (2) Journeyworker Cable Splicers one (1) of whom may be a working Crew Chief.

31.5 In the Underground Section 15000 GVW or heavier trucks equipped with cable winch and/or derrick when used for pulling cable or handling transformers shall be operated by a Material Supplier (assigned to operate 15000 GVW or heavier truck equipped with cable winch and/or derrick).

31.6 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

31.7 The basic Underground Network Crew will be:

1 Cable Splicer Crew Chief
1 Journeyworker Cable Splicer
1 any of the following: Journeyworker Cable Splicer, Cable Splicer Apprentice or Material Supplier.

31.7.1 The crew structure may vary, depending on the availability of employees (e.g. sick leave, vacation, training or other leave of absence) and/or assigned work tasks. The following are possible variations from the basic crew structure:

- Cable Splicer Crew Chief
- Journeyworker Cable Splicer
  any combination of two (2) of the following:
    - Journeyworker Cable Splicer
    - Material Supplier
    - Cable Splicer Apprentice

- Cable Splicer Crew Chief
- Two (2) of any combination of the following:
    - Material Supplier
    - Cable Splicer Apprentice

31.7.2 Any departure from the basic three (3) person Network crew structure shall be subject to the following restrictions:

1. This will only take place when all possible three (3) person crews have been formed, with the proper classifications.

2. Any Underground Network crew shall include a Crew Chief.

3. If it is not possible to comply with the preceding restrictions, unassigned personnel shall be combined with other existing crews or placed on special assignment within their classification assisting a Crew Coordinator.

4. The work assigned shall be consistent with the skill levels of the members composing the crew and equipment available, as determined by the Crew Chief.

31.8 The Cable Splicer Crew Chief shall be a Working Crew Chief when four (4) or fewer employees are assigned to a crew. When there are more than four (4) employees, the Crew Chief shall supervise only, and will not work with tools except in cases of emergency.

31.9 The three (3) member crew will do all cable splicing work with the following exceptions, provided that the Crew Chief has determined that adequate equipment is available to do the work safely.

31.9.1 The three (3) member crew shall not lay or install 3-inch or larger steel conduit.

31.9.2 The three (3) member crew shall not perform cable pulls.

31.9.3 The three (3) member crew shall not install an integral web collector bus. Assembly is permitted while working in a vault containing energized equipment.

31.9.4 The three (3) member crew shall not perform fault locating.

31.10 In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for reassignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

31.11 A non-working Cable Splicer Crew Chief shall not supervise more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.

31.12 All primary hot tapping on a pole shall be done by journey level Lineworkers and/or Line Crew Chiefs.

31.13 On scheduled overtime jobs the work will be performed by employees in the proper classifications. A Cable Splicer Crew Chief, if assigned, shall supervise other classifications involved only as necessary to coordinate the entire operation. To further the end result the Crew Chief may assign them work common to all classifications.

31.14 All hot work on underground distribution cables carrying over 300V shall be done by two (2) Journeyworker Cable Splicers, one (1) of whom may be a Working Crew Chief.

31.15 When employees are required to put in time before or after their regular working hours for the purpose of picking up vehicles or trailers or for loading materials, only the additional time worked will be compensated for at the overtime rate.

31.16 All lead covered power cable and high voltage pipe-type cable work to include removal for salvage and reuse or for scrap shall be done by Journeyworker Cable Splicers, Working Crew Chiefs, and their respective Apprentices or Material Suppliers. In the URD and 4kV Unit Substations lead covered power cable to be removed for salvage or scrap may be done by other qualified Journeyworkers listed in Section 31.1. High voltage lead covered power cable testing for "dead" shall be accomplished by two (2) qualified Journeyworker Cable Splicers one (1) of which may be a working Crew Chief.

31.17 Outside of the Underground network areas all underground facilities shall be installed and maintained by Cable Splicers, Lineworkers, Electrician Constructors and their respective Helpers, Material Suppliers, Apprentices and/or working Crew Chiefs except the ditching, trenching and backfilling as described in Section 39.2; provided, however, that all spot networks, dedicated network cable, terminal ends, high voltage pipe-type cable and self-contained cable shall be installed and maintained by Cable Splicer Crew Chiefs, Journeyworker Cable Splicers, and their respective Apprentices, and/or Material Suppliers.

31.18 Journeyworker Cable Splicers working on a pole shall be assisted from the ground by a Cable Splicer Apprentice, Material Supplier, another Cable Splicer and/or Cable Splicer Crew Chief when working on a lead cable, pipe-type cable, or any cable over 5000 volt rating.

31.19 Cable Splicers (non-network) may bid for available positions in the network area on a seniority basis.

ARTICLE 32. WORKING RULES FOR ELECTRICIAN CONSTRUCTORS IN STATIONS AND SHOPS

32.1 The installation, maintenance, and operation of light and power equipment in substations shall be considered the work of Electrician Constructors and other classifications and job titles as identified in Article 32 and Article 29. These rules (Articles 32 and 29) shall not conflict with the present duties of other classifications covered by this Agreement.

32.1.1 Incumbent employees in the Electrician Constructor and Electrician Constructor Crew Chief titles will remain in these job titles as modified below. The titles and status of employees in this work unit are:

Prior Job Classification	New Combined Classification Title
Electrician Constructor	Electrician Constructor
Electrician Constructor Working Crew Chief	Reverted Electrician Constructor
Electrician Constructor Working Crew Chief	Electrician Constructor Core Crew Chief
Electrician Constructor Working Crew Chief	Electrician Constructor Working Crew Chief (Shops, Spares, Out-of-Class)
Electrician Constructor Working Crew Chief Assigned Crew Coordinator	Electrician Constructor Crew Chief Assigned Crew Coordinator

32.1.2 The job tasks listed in Appendix C, paragraphs "A" of Sections I. and II. shall be performed by employees in either title, Electrician Constructor or Electrician Constructor (Operator Incumbent) at both the journey and Crew Chief/Crew Coordinator levels, upon signing of this Agreement. After training, employees in these titles shall perform the work in Appendix C, paragraphs "B" of Sections I. and II. as assigned. Job tasks in Appendix C are in addition to those performed prior to negotiation of this Agreement. The parties agree that the Department has the responsibility to provide training on "B" list duties and that Electrician Constructors have the responsibility to take advantage of that training, within their work schedule.

32.1.3 A co-equal training and implementation team will be established and will report on their progress to the JLMC in accordance with the Memorandum of Agreement "Co-Equal Training and Implementation Team."

32.2 A crew shall be assigned primary responsibility for all capital improvement projects (CIP) and maintenance work in substations within the core groups of north and south stations listed in Section 32.3 below.

32.2.1 The basic crew assigned to, and responsible for, each core shall be a minimum of five (5) electrical workers.

- An Electrician Constructor Core Crew Chief;
- Four (4) journey level workers; and
- Additional personnel may be journey level worker(s), Helper(s) or Apprentice(s).

These crews may be shifted in whole or part within the core, or as otherwise covered in this Agreement, to meet the needs of the Department. Beyond the crew minimum, management has the right to allocate vacant positions; these allocations are subject to review by either party at the JLMC.

32.3 Employees in Station Construction and Maintenance work units shall have the right to bid vacancies in a core group by seniority as described in Section 28.14. Vacancies within cores will first be bid within their respective headquarters prior to being offered as part of a classification headquarters bid. Requests to be considered for these assignments will be made on an "Application for Intra-Unit Personnel Transfer Form." Concerns over station assignments will be addressed through JLMC.

By Headquarters, the Core Group and associated stations are:

A. North Service Center Headquarters

Core 1: Bothell and Shoreline Substations
Core 2: Viewland, University, and North Substations
Core 3: Broad, Union, and Canal Substations.

(Work at North Mountain Substation will be assigned from Core 1 or the North Service Center. Work at the North Service Center and Annex, METRO work,
unit substations (4kV), commercial/industrial substations, and the System and Power Control Centers will be assigned from the North Service Center.)

B. South Service Center Headquarters

Core 4: Creston, Delridge and East Pine Substations
Core 5: South Substations
Core 6: Duwamish , Massachusetts Street Substation

(Work at NuCor Steel will be assigned from Core 6 or the South Service Center. Work at Boeing, unit substations (4kV), and the commercial/industrial substations will be assigned from the South Service Center.)

32.3.1 Bidding for Journeyworkers and Helpers will occur after the initial selection of Crew Coordinators and Crew Chiefs.

32.3.2 Electrician Constructor Crew Chief assigned Crew Coordinators will be assigned to plan, schedule, coordinate and monitor the installation, maintenance, construction, repair and operation of facilities used for the distribution and transmission of electrical power. Assignment to these positions shall be made per Article 43, Section 43.5.

32.3.3 The Battery Crew will report to a Crew Chief.

32.3.4 Apprentices' reporting assignments will continue to be governed by ECAC and Apprenticeship Standards. No new bidding rights for apprentices are created by the new combined classification.

32.4 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

32.4.1 A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

32.4.2 When the crew at a worksite consists of two (2) journey level Electrician Constructors, one (1) of the journey level Constructors will be assigned and paid as a Journeyworker-In-Charge. If two (2) crew members at a worksite consist of one (1) journey level Electrician Constructor and any other job classification, the requirement for supervision is satisfied.

32.4.3 The Core Crew Chief shall supervise only, and will not work with tools except in cases of emergency.

32.4.4 When there are more than four (4) employees and there is no Core Crew Chief, the Crew Chief shall supervise only, and will not work with tools except in cases of emergency.

32.4.5 When the crew at a worksite consists of any combination of three (3) or more journey level Electrician Constructors, Electrician Constructor Apprentices, and/or Electrical Helpers, one (1) of the journey level Constructors will be assigned and paid as an Electrician Constructor Working Crew Chief.

32.4.6 A Core Crew Chief shall not supervise more than seventeen (17) employees at one time or more than three (3) Crew Chiefs.

32.5 Locating work in stations and switchyards will be the work of Electrician Constructors. When Constructors perform locating work on either scheduled or unscheduled overtime, they shall have a Crew Chief on duty or else a Journeyworker will be designated and compensated at the Crew Chief rate.

32.6 On-site reporting within core can be required up to one hundred-twenty (120) working days of eight (8) hours each (960 hours per calendar year).

32.6.1 Minimum notice for mandatory assignment will be seven (7) calendar days.

32.6.2 Minimum expected on-site reporting shall be for one (1) week and the Crew Coordinators and Crew Chiefs will make good faith projections (jobs may be stacked).

32.6.3 Minimum notice to end on-site reporting shall be one (1) week, unless the change is due to decisions or circumstances outside of the Department's control. (See Section 28.5.1 for detail.)

32.6.4 Voluntary on-site reporting may exceed one hundred-twenty (120) days, with preference first to the core, and then to others within that Headquarters, with the approval of the Crew Chief and the Supervisor.

32.6.5 Absences occurring when a crew is on-site reporting may be covered by the following:

- Fill with selected volunteers;
- Send substitute from service center;
- Run crew short;
- Use Operators for selected tasks (Section 32.1.2).

32.6.6 Management shall be allowed to assign employees from outside the core. These cannot be mandatory on-site assignments. Management will provide transportation to location and back to Headquarters.

32.6.7 Management will provide transportation to and from stations if meetings are required by the Department while a crew is reporting on site, and travel shall be part of the employee's work time.

32.6.8 The facilities required of stations for on-site reporting are lockable bathroom, personal lockers, secured parking, lockable tool storage, safety items (stocked first aid kit, fire extinguisher, blood pathogens kit) and telephone.

32.7 The Electric Shop work shall be divided into two (2) crews, each supervised by a Working Crew Chief. The workload for each of these crews will be divided as follows: Electric repair shop and commercial wiring work; transformer testing and repair. The crew size may vary.

32.7.1 Electrician Constructors and Helpers may be required to rotate within the shops to maintain skill level.

32.7.2 Other Electrician Constructors may be assigned to backfill Electric Shop positions as needed. (Shops will not be an on-site assignment for Station Constructors.)

32.7.3 Out-of-town assignments shall be voluntary. Management shall have the right to make assignments if there are no volunteers. Shops will provide support for small, temporary labor needs for the hydroelectric projects.

32.7.4 Apprentices will provide support per their normal assignment. Apprentices will not be permanently assigned to Shops crews.

ARTICLE 33. WORKING RULES FOR LINE SERVICE CREWS

33.1 When two (2) or more shifts of Line Service Crews are required, all shifts shall rotate at least every two (2) calendar months except when employees request late or undesirable shifts as permanent shifts and they can be granted by the Department.

33.2 In emergency conditions Material Suppliers may be called out with Line Service Crews.

33.3 On Sundays, holidays, and after 5 p.m. on regular workdays, all employees of the Line Service Section shall be required to perform those duties consistent with rendering adequate customer service, including street light maintenance; provided that employees on these shifts shall do no new construction work and providing further that they shall not perform other routine duties which can reasonably be done on regular workdays.

33.3.1 The basic Line Service crew will be:

1 Journey level Lineworker in Charge.
1 Lineworker.

33.3.2 The crew structure may vary, depending on the availability of employees (eg sick leave, vacation, training or other leave of absence) scheduled shifts and/or assigned work tasks as agreed to by the Journeyworker in Charge. The following are possible variations from the basic crew structure:

1 Journey level Lineworker in Charge
1 Lineworker
1 Any of the following:
Line Apprentice
Material Supplier

33.3.3 From one (1) hour after sunset until one (1) hour before sunrise, there shall be two (2) Journeyworkers working together on the climbing of poles to perform work within two (2) feet of 4kV primary, as provided in Section 5.10 of the Electrical Workers Safety Rules, except that one (1) employee may be used in cases of emergency, as provided in Section 5.4 of those safety rules.

33.3.4 Lineworkers working alone shall perform those one (1) member jobs normally required for continuity of customer service.

33.3.5 Line Service crews scheduled to work Sundays, holidays and before 8 a.m. or after 5 p.m. on regular workdays shall consist of no less than two (2) journey level Lineworkers per crew.

33.3.6 Line Service may install meters in conjunction with new residential service installations to a maximum of four (4) meter sets per service installation.

33.4 Transfers to Line Service shall be considered as transfers to another headquarters and shall be made as provided in the General Working Rules 28.14 .

33.4.1 Bidding to Journeyworker-in-Charge, Line Service Crew shall be limited to Lineworkers in the Line Service Section; and provided also that only time in the Line Service Section will apply for the awarding of the bid. Following one (1) continuous year of service in the Line Service Section, total Lineworker seniority shall apply for future bidding.

ARTICLE 34. WORKING RULES FOR METER

34.1 All Meter Electricians shall draw out material and replace stock on Department time.

34.2 Established headquarters for all Meter Electricians shall be designated for each employee by the City Light Department. If more than one (1) headquarters is established for Meter, headquarters will be selected per Article 28 of the Collective Bargaining Agreement.

34.3 All Meter Electricians shall report to headquarters unless the location for the work in which they are engaged is nearer to their homes than headquarters, in which case they may be requested to go directly to the job from home. In such case, their time shall commence at the time of leaving home.

34.4 All Meter Electricians shall travel from headquarters to headquarters on Department time.

34.5 All Meter Electrician Crew Chiefs shall be Working Crew Chiefs and may perform all functions of journey Meter Electricians. Incumbent Non-Working Meter Crew Chiefs will have bid rights to Meter Crew Chief Assigned Crew Coordinator per Sections 43.6 and 28.14.

34.6 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Meter Electrician Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment) for two (2) hours or more shall be replaced by a journey Meter Electrician as long as there is a viable crew of two (2) or more Meter Electricians including a Crew Chief. While working in that capacity the Journeyworker shall be compensated at the respective Crew Chief rate per Section 28.13 of this Agreement.

34.7 The following shall be considered the work of a journey Meter Electrician. The installation, permanent removal, testing, calibration, programming, auditing, repairing, and adjusting of revenue watthour meters, metering transformers, meter calibration equipment, indicating and recording electrical metering instruments, and associated metering data schemes from point of metering to customers interface. The installation, removal, testing, calibration, programming, dismantling, repairing or adjustment of parts of metering equipment used in City Light substations and generation plants, as may be assigned. Trouble calls on residential, commercial/industrial installations and panels.

These rules shall not conflict with the present duties and jurisdictions of other classifications covered by this Agreement.

34.8 Meter Electricians shall perform storm spotting while under the direction of the Trouble Center Dispatcher and will require two (2) people per vehicle.

34.9 The hours of work for the Meter Unit for one (1) shift per day, or for morning shift where there is more than one (1), shall normally be from 7:30 a.m. to 4 p.m. with one-half (1/2) hour off for lunch.

34.10 To assist in training and improving job skills, a skill maintenance training program will be developed by a standing training committee selected by mutual agreement of Labor and Management to include a Meter Crew Coordinator, Meter Crew Chief and journey Meter Electrician which shall meet quarterly to establish and assess training programs.

ARTICLE 35. WORKING RULES FOR COMMUNICATIONS ELECTRICIANS

35.1 The Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.

35.2 When four (4) or more Communication Electricians, two (2) of whom are Journeyworkers, are working on one (1) specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation while acting in this capacity. This is to be effective only when the regular Crew Chief is absent from the premises for more than two (2) consecutive hours. This employee may be required to use tools.

35.3 Communications Electricians shall not do their own switching for the purpose of getting clearances on lines or equipment except Department facilities to serve a customer substation or in cases of emergency as requested by the Dispatcher.

ARTICLE 36. WORKING RULES FOR POWER PRODUCTION PERSONNEL

36.1 Employees will be notified of impending assignment before quitting time of previous day worked. (The intent of this provision is that tools, etc., will be gathered on Department time.)

36.2 All employees will report to Newhalem and travel to work locations in department vehicles on department time. The current incumbents (8 operators and 2 electrical constructers) will not be required to report to Newhalem.

36.3 During regular work hours when Generation employees are prevented from returning to their assigned work location because of impassable roads or similar conditions beyond their control, they may upon reporting to their supervisor be permitted to work at their regular rate of pay at a Seattle City Light location designated by that supervisor. Employees who are not given a work assignment shall be on standby during normal working hours and compensated at their regular rate of pay. Employees who do not accept a work assignment pursuant to this paragraph will be eligible to use their accumulated leave.

36.4 The job functions of Hydroelectric Operators and Electrician Constructors at the Skagit Project may be shared as described in Appendix D.

36.4.1 The Gorge, Diablo, Ross and Boundary hydroelectric stations, when staffed, shall be operated by a Hydroelectric Operator II.

36.4.2 When the Skagit Generation supervisors are absent from the Ross Powerhouse, Gorge Powerhouse, or Diablo Powerhouse for more than two (2) consecutive hours, the Department shall appoint any one (1) of the journey classifications as "In Charge (111.65%)." The employee so designated will supervise but will also work and shall be permitted to use the tools of their respective trades.

36.4.3 When the crew at a worksite consists of two (2) or more Journey Level Workers, one (1) of the Journey Level Workers will be assigned and paid as a Journey Worker-In-Charge (111.65%). If two (2) crew members at a worksite consist of one (1) Journey Level Worker and any other job classification, the requirement for supervision is satisfied.

36.5 When employees are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their workday, the Department shall provide the employees with food and quarters at no cost to the employees. Section 18.3 shall apply. Employees shall return to their own place of residence as soon as conditions allow.

36.6 For purposes of co-ordination with crews, employees temporarily assigned to the Skagit Project shall be paid forty-five (45) minutes pay per day at their straight time rate of compensation for travel time between work headquarters and the board and/or lodging facility. Temporarily assigned employees will adhere to the established Skagit work hours. This provision shall not apply to Lineworker (Testing Live Line Insulators over 7500 volts).

36.7 When a Skagit Generation Supervisor is unavailable to crews, the Generation Supervisor will appoint a Powerhouse Journeyworker-in-Charge (PJIC) if the unavailability will exceed two (2) consecutive hours. The Supervisor may appoint a PJIC if the unavailability will not exceed two (2) consecutive hours, especially when safety concerns or direct supervision requirements of the crews make on-site supervision necessary. The employee so designated will supervise, but will also work and shall be permitted to use the tools of their respective trade. The classification of "Powerhouse Journeyworker-in-Charge" is unique to this Bargaining Unit and the Skagit Project. Assignments to the PJIC title will be made among employees regularly appointed to titles within Schedule A. "Unavailable" means that the Supervisor is outside the Skagit Project, or that the Supervisor, although within the Skagit Project, is either not on duty or not able to respond to the needs of respective personnel.

36.8 All Hydroelectric Operator positions will be classified as Hydroelectric Operator II. Incumbents in Hydroelectric Operator positions currently designated at the trainee (I) level shall continue to be employed in the title Hydroelectric Operator I until certified as having successfully completed the training program. Upon successful completion, the Incumbent employees shall be appointed to the title of Hydroelectric Operator II. (This is a fill “in-lieu-of” situation. That is, the position will be allocated to the classification of Hydroelectric Operator II. The position is filled with an employee with a job title of Hydroelectric Operator I in lieu of the title to which the position is allocated until such time as the employee is appointed to the higher paying title.)

36.9 Newhalem, Boundary, and Cedar Falls are designated as headquarters for bidding purposes and will meet the requirements of Article 28.

36.10 Skagit Housing

a. All employees of the City Light Department Skagit Project who were hired prior to January 1, 1973 and who are currently occupying city-owned housing will continue to receive housing and utilities at no cost for so long as they remain employed full time at the Skagit Project.

b. All employees of the City Light Department Skagit Project who were hired after January 1, 1973 and who currently reside in city-owned housing on the project will continue to abide by the terms of their respective monthly rental agreements. All future new hires who can be offered and who elect to live in city-owned housing on the project will be subject to these same terms.

c. Those employees who were hired prior to January 1, 1973 and who subsequently opted to receive the housing incentive payments authorized by Ordinance 103058 and the Housing Incentive Program will continue to receive those incentive payments beyond the original expiration date of June 1, 1979. The Department may elect to offer these employees city-owned housing on the project under the same provisions as other pre-1973 employees in "A" above. As each of the above employees who are receiving housing receive an offer by the City Light Department to reside in city-owned housing on the Skagit Project, the employee must respond in writing within sixty (60) calendar days indicating the employee's intent to accept or decline the offer for residence in

city-owned housing. The housing offered will be comparable to that offered to other employees. If declined by the employee or no response has been received, the housing incentive payments will cease sixty (60) calendar days after the date of the offer to reside in city-owned housing. If accepted, the housing incentive payment will cease no later than sixty (60) calendar days after the date the employee takes up residence in city-owned housing, whichever date is sooner.

d. The City will continue to determine the job classifications along with the number and location of positions which are to be considered as key positions. Individuals employed in key positions will be required to live on-site at the Skagit Project to assure their availability to cope with emergencies. Employees in these key positions will continue to receive city-owned housing and utilities at no cost. It is clearly understood that future numbers and location of each classification/position considered key may be increased or decreased as determined by the City.

The City agrees that in the event of a decrease in the key classifications/ positions, those Incumbent employees occupying the position that is no longer considered "key" will continue to receive city-owned housing and utilities at no cost for so long as they remain in that position. Employees who are hired into those positions which were previously but are no longer listed as a key classification/position, will be subject to those housing rules applicable to them based on their date of hire and the provisions of Section 36.10.

36.11 Electrical Helper or Hydro Maintenance Worker II - Boundary will be assigned Operator, Heavy Equipment under the following conditions:

a. When operating a front loader with bucket capacity over one (1) cubic yard.

b. When operating a mobile crane over five (5) ton capacity. Payment while assigned Operator Heavy Equipment will be based on the next higher whole hour of actual equipment operation.

36.12 When a Hydroelectric Operator I does switching for the B.P.A. the Operator shall be paid the Hydroelectric Operator II rate for the next higher whole hour.

36.13 Personnel temporarily assigned to the Boundary Project shall be paid one-half (1/2) hour pay per day at the straight time rate as compensation for travel time between the work site and the board and/or lodging facility. This payment will be in addition to that provision contained in Section 18.3.

36.14 The Generation Supervisor shall arrange vacation time for the Boundary Project personnel. Vacation schedules may limit the number of employees simultaneously allowed vacation time. Vacation time shall not be prohibited during any portion of the year, except for a planned unit of work. The vacation restriction shall be not more than one (1) month per year.

36.14.1 The working schedule may include vacation days in the days off.

36.14.2 The working schedule for each work period shall be posted for seven (7) days before it is to go into effect.

36.14.3 Schedules provided for rotation of shifts and/or rotation of days off shall be mutually agreed upon by the signatories of this Agreement and the Department. Staffing and workload influence and play a part in the schedule. The Department has a responsibility to disclose workload and staffing levels in a timely manner because they influence and play a part in the development of work schedules. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.

36.15 The maintenance crew shall be under the supervision of an Electrician Constructor Working Crew Chief.

36.16 The Boundary Hydroelectric Operators shall be under the supervision of a working Chief Hydro Operator. The employee in this position may fill in for regular shifts as may be determined to be necessary by the Powerhouse Supervisor.

36.17 When the Boundary Powerhouse supervisor is absent from the premises for more than two (2) consecutive hours, the Department may appoint any one (1) of the journey classifications as "In Charge." The employee so designated will supervise but will also work and shall be permitted to use the tools of their respective trades.

36.18 The Skagit Hydroelectric Operators shall be under the supervision of a Working Chief Hydro Operator. The employee in this position may fill in for regular day shifts as may be determined to be necessary by the Operations Supervisor.

36.19 The work schedule for the Skagit hydroelectric operators shall be a schedule of ten (10) workdays of eight (8) hours each followed by four (4) days off. The four (4) days off shall be every other Friday, Saturday, Sunday, Monday. The work hours shall be 7:45 a.m. through 4:15 p.m. The remainder of Schedule ‘A’ employees shall be 7:45 a.m. through 4:15 p.m., Monday through Friday.

36.19.1 Work on the Friday through Monday days off shall be performed on a scheduled or callout overtime basis, or in conjunction with the Holiday Operator Schedule pursuant to the Skagit MOU, date August 12, 2003.

36.20 The work schedule for Boundary maintenance crew shall be 7 a.m. through 3:30 p.m., Monday through Friday.

36.21 The work schedule for Cedar Falls/Tolt shall be 7 a.m. through 5:30 p.m., Monday through Thursday.

36.21.1 Apprentices assigned to Cedar Falls shall work the Cedar Falls work schedule unless this schedule interferes with school. The Apprentice will report to the South Service Center or the North Service Center as assigned for work on the Cedar Falls off day if the Apprentice does not have a forty (40) hour work week.

36.21.2 Holidays shall be paid as per this Collective Bargaining Agreement. Employees shall return to the five/eight (5/8) schedule for the work week that the holiday falls within. Floating holidays may be supplemented with two (2) hours of vacation pay.

36.22 The Cedar Falls work crew shall consist of the following job titles:

1 Electrician Constructor Working Crew Chief
3 Electrician Constructors
1 Hydro Maintenance Worker I

36.22.1 Increases in crew size and/or the addition of other job classifications is subject to mutual agreement through discussions in JLMC and per Memorandum of Agreement on Cedar Falls.

36.22.2 Absences from this crew shall not prohibit the remaining crew members from performing their normal work duties, as long as employee safety is not compromised. The Crew Chief shall decide how soon the absence needs to be filled. If the Crew Chief is absent for more than two (2) hours, then one (1) of the remaining journey level Electrician Constructor crew members shall be upgraded to Crew Chief.

36.22.3 The crew at the Cedar Falls and Tolt facilities is to perform all plant maintenance, construction, repair and operation within their capability. If the Crew Chief determines a project is beyond the crew capability, assistance will be requested from another headquarters for additional personnel to complete the project.

36.22.4 The Cedar Falls crew shall be a composite crew. Members of the crew shall be required to perform those duties which properly fall within the job description of either classification (Electrician Constructor and Hydroelectric Operator).

36.22.5 Travel from headquarters to Tolt or other job locations and back to headquarters shall be part of the employee's work time. Any transportation necessary shall be provided by the Department.

36.22.6 Management will supply transportation to and from headquarters for meetings and mandatory training. The travel shall be part of the employee's work time or compensated at the overtime rate.

36.22.7 Cedar Falls headquarters shall have a lockable bathroom (with toilet, wash area and shower), personal lockers, secured parking, lockable tool storage, safety items (to include, but not limited to, stocked first aid kit, blood pathogens kit, fire extinguisher, telephone and communications radio. This shall have no effect on any other headquarters during the term of this Agreement.

36.22.8 Overtime callouts will first be made to the Crew Chief. Failing contact with the Crew Chief the callout will be made to other Journeyworkers on the Cedar Falls crew; if they are unavailable, callout will be covered by Electrician Constructor (Operator Incumbents) who have been trained for work at Cedar Falls.

36.22.9 Transfers to Cedar Falls shall be considered as transfers to another headquarters and shall be made as provided in the general working rules (Section 28.14).

36.22.10 When assistance to the Cedar Falls crew pursuant to 36.23.3 is provided, travel from normal Headquarters to Cedar Falls and back to Headquarters shall be part of the employee work time, and any transportation necessary shall be provided by the Department. Assistance shall be provided from the South Service Center.

36.23 The installation, maintenance, and operation of light and power equipment in generating plants shall be considered the work of Electrician Constructors and other classifications and job titles as identified in this article. These rules shall not conflict with the present duties of other classifications covered by this Agreement.

36.24 The complement of a crew on shift at the various attended hydroelectric plants shall consist of an adequate number of employees in proper and applicable classifications necessary to the operation of the plant.

36.25 Locating work in powerhouses and switchyards will be the work of Electrician Constructors.

36.26 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

ARTICLE 37. SPECIAL WORKING RULES FOR STRUCTURAL IRON WORKERS

37.1 Section 28.7 shall not apply to Structural Iron Workers.

37.2 Section 28.12.3.d shall not apply to Structural Iron Workers.

37.3 When Structural Iron Workers work in vaults, manholes, or other isolated areas there shall be another employee in the area.

37.4 When three (3) or more journey level Structural Iron Workers are working on one (1) specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation while acting in this capacity. This shall only be effective when their Crew Chief is absent from the premises for more than two (2) hours. The Journeyworker in charge may be required to use tools.

37.5 Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.

37.6 When a crew of three (3) or more, three (3) of whom are journey level are assigned to work out of town, one (1) will be designated as Crew Chief and compensated as such. This Crew Chief may use tools and perform all Bargaining Unit duties. One of the Crew Chief's primary responsibilities is to insure that all safety rules are observed. The Crew Chief supervises employees under the direction of the local supervisor; if there is no Crew Chief, employees will be supervised by the local supervisor.

It is understood that the Department will continue its practice of designating one (1) employee "in-charge" when two (2) journey level employees are working together. As is our current practice, no extra compensation will be paid for this designation.

37.7 A journey level part-time assistant to the Crew Chief may be used. Any certified Journeyworker may participate, but serving is not mandatory. Rotation will be on an hours basis (after 1040 hours, for instance.) The employee will not work in the office every day, but on an as-needed basis.

ARTICLE 38. WORKING RULES FOR PROTECTION AND CONTROL ELECTRICIANS

38.1 The Protection and Control Electrician Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.

38.2 When the crew working on a specific job in a remote location consists of more than one (1) Protection and Control Electrician, one (1) of the electricians will be paid at the Protection and Control Electrician in Temporary Charge rate. A remote site is one which is located more than seventy-five (75) miles from the crews' assigned headquarters. Cedar Falls, Tolt, North Mountain, and Bothell are not considered remote sites.

38.3 Protection and Control Electricians shall not do their own switching for the purpose of getting clearances on lines or equipment except Department facilities to serve a customer substation or in cases of emergency as requested by the Dispatcher.

38.4 The Protection and Control Electrician Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, or special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the respective Protection and Control Electrician Crew Chief rate.

38.5 The Protection and Control Electrician Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker who is compensated at the Protection and Control Electrician Crew Chief rate. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (consecutive) in a day.

38.6 To assist in training and improving job skills, a skill development and maintenance training program will be developed by a standing training committee selected by mutual agreement of Labor and Management to include the Protection and Control Electrician Crew Chief and Protection and Control Electrician II which shall meet annually, or as needed, to establish and assess training programs.

38.7 Should a problem arise with the individuals not being able to progress from a Protection and Control Electrician I to a Protection and Control Electrician II, the affected employee(s) in said position shall be afforded the opportunity to return to their previous classification(s) within the Department. If the individual was a non-Department employee prior to entering the Protection and Control Electrician I position, the employee shall be terminated.

ARTICLE 39. WORKING RULES FOR UNDERGROUND CONSTRUCTION CREWS

39.1 Power Structure Mechanic shall operate construction equipment in excavating - back filling of ditches and trenches of underground facilities.

39.2 Power Structure Mechanic shall act as leadworker in the absence of the Power Structure Mechanic Crew Chief, in the construction of transformer vaults, manholes, all nonmetallic conduit runs and installations of pre-cast transformer vaults, manholes and handholes. These crews may install the metal pre-fabricated 90 degree bend at the base of the pole, together with the first length of pipe up the pole. No permanent attachments will be made to the pole nor will these crews bend steel pipe.

39.3 Power Structure Mechanic Crew Chief shall supervise only and shall not be permitted to use tools except in the case of emergency.

ARTICLE 40. POWER DISPATCHING

40.1 Power Dispatching shall be performed by employees in the following classifications:

Power Dispatcher, Senior
Power Dispatcher
Power Dispatcher, Assistant

40.2 The working schedule for each work period of twenty-eight (28) days shall be posted with copies available for each individual, a minimum of seven (7) days before it is to go into effect. The working schedule shall provide for rotation of shifts and/or rotation of days off in a repeatable pattern which shall be mutually agreed upon by the Union and the Department. The Dispatchers shall have the right to trade shifts among themselves, provided that such shift trades do not result in additional expense to the Department. The Dispatchers shall have the right to trade shifts among themselves, provided that such shift trades do not result in additional expense to the Department, and that the trades are approved by their supervisors. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.

40.3 Dispatchers will be allowed to use accrued vacation on their days off.

ARTICLE 41.WORKING RULES FOR UNDERGROUND RESIDENTIAL DISTRIBUTION CREWS

41.1 Underground Residential Distribution (URD) work covers constructing, installing, modifying, testing, maintaining and/or removing an Underground Residential Distribution system. Framing or re-framing on URD terminal poles may be done by Lineworkers working in the URD work unit.

41.2 A crew pulling primary cable between vaults shall include no less than two (2) Journeyworkers and shall be supervised by a Crew Chief.

41.3 All work on energized conductors at primary voltages including testing or primary terminators shall be done by at least two (2) Journeyworkers one (1) of whom may be a Working Crew Chief.

41.4 When a crew is switching an energized oil switch of 200 amps or more, such work shall be done by two (2) Journeyworkers one (1) of whom may be a working Crew Chief.

41.5 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

41.6 The basic URD crew structure will be:

1 Line Crew Chief
2 Lineworkers
1 of the following: Lineworker, Material Supplier or Lineworker Apprentice.

41.6.1 The crew structure may vary, depending on the availability of employees (e.g. sick leave, vacation, training or other leave of absence) and/or assigned work tasks as agreed to by the Crew Chief. The following are possible variations from the basic crew structure:

Line Crew Chief	Line Crew Chief
Lineworker	Lineworker
Material Supplier	Lineworker Apprentice

Line Crew Chief
Lineworker

41.6.2 The Crew Chief is a Working Crew Chief on four (4) member crews.

41.6.3 In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for assignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

41.6.4 Sections 30.7.4 and 31.9 shall apply to the basic URD, four (4) member crew when performing the same or similar work within the URD.

41.7 Transfers to Underground Residential Distribution shall be considered as transfers to another headquarters and shall be made as provided in the General Working Rules 28.14 provided, however, this provision does not imply that the Department cannot at its discretion assign other work crews to perform the work defined in 41.1.

41.8 A Non-Working Crew Chief performing URD work shall not supervise more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.

ARTICLE 42. WORKING RULES FOR STREETLIGHT CREWS

42.1 Transfers to Streetlighting shall be considered as transfers to another headquarters and shall be made as provided in General working rules 28.14. Disabled (e.g. permanently, partially, temporarily) electrical workers will be accommodated in accordance with applicable law.

42.2 The basic Streetlight Service crew will be:

1 Lineworker
1 Any of the following: Lineworker,
Lineworker Apprentice,
Material Supplier

42.2.1 A one person streetlight crew will be permitted to replace photo electric cells, lamps and troubleshoot street lights on residential streets only.

42.2.2 The Department and the Union agree that the one person crew may change streetlight heads only after the Department has provided adequate trucks, tools and procedures.

42.3 A working Line Crew Chief shall be assigned as one (1) of the crew members on a two (2) person crew at the North and the South Service Centers, and shall provide day-to-day field supervision for the other two (2) person Streetlighting crews at that headquarters.

42.4 The senior Lineworker when two (2) Lineworkers are assigned to a crew shall be designated as the lead person for purposes of supervising the other crew member and paid at the Lineworker JIC rate.

42.5 A two (2) member Streetlighting crew shall not work on and/or over energized primary circuits.

42.6 A two (2) member Streetlighting crew shall not install arterial streetlighting standards.

42.7 When four (4) employees, at least two (2) of whom are Journeyworkers, are working on one specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation at the Line Crew Chief rate..

42.8 The journey level Lineworker assigned to the Streetlight Repair shop shall be paid at the JIC rate when supervising two (2) or more employees.

ARTICLE 43. WORKING RULES FOR WORKLOAD PLANNING AND SUPPORT PERSONNEL

43.1 Crew Coordinators shall utilize any automation and will be provided training for the operation of this equipment and technology.

43.2 Requests from individual Crew Coordinators to revert to working Crew Chief shall be honored within the requirements of the work, training of a replacement, and availability of a vacant Crew Chief position.

43.3 Crew Coordinator vacancies shall be filled by seniority bid in accordance with Section 28.14 from the Incumbent Non-Working Line Crew Chiefs respectively as of January 23, 1991. The Incumbent Non-Working Cable Splicer Crew Chief - Non Network shall be considered an Incumbent Non-Working Line Crew Chief for purposes of this Section. When the specified Incumbent Non-Working Crew Chiefs have bid, are promoted, or otherwise vacate their Crew Chief position (retire, resign, etc.), or absent such bids, Crew Coordinators shall be assigned from the respective Working Crew Chiefs.

43.4 The present Incumbent Non-Working Cable Splicer Crew Chief shall be allowed a one (1) time successful bid for appointment to the title of Cable Splicer Crew Chief assigned Crew Coordinator. This one (1) time bid right will be exercised at the Incumbent's discretion.

43.5 Electrician Constructor Crew Coordinator vacancies shall be filled by seniority bid first from the Incumbent Non-Working Electrician Constructor Crew Chiefs as of October 14, 1994. Such bid shall be first offered within a headquarters. If no bids are received, bids will be honored across headquarters. The South headquarters shall include the shops. Each Incumbent Non-Working Crew Chief shall be allowed a one (1) time successful bid for appointment to this title to be used at their discretion.

43.6 Meter Crew Chief Assigned Crew Coordinator vacancies shall be filled by seniority bid in accordance with Section 28.14 from the Incumbent Non-Working Meter Electrician Crew Chiefs respectively as of January 23, 2002. When the specified Incumbent Non-Working Crew Chiefs have bid, are promoted, or otherwise vacate their Crew Chief position (retire, resign, etc.), or absent such bids, Crew Coordinators shall be assigned from the respective Working Crew Chiefs.

43.7 Employees appointed to Crew Coordinator will not be assigned to the work of a Crew Chief except in emergencies.

ARTICLE 44. WORKING RULES FOR LOCATORS

44.1 The parties recognize the need for continual supervision of the Locator crew. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

44.1.1 When the Locator crew consists of seven (7) or more crew members (including the Crew Chief), then the Crew Chief becomes a Non-Working Crew Chief.

44.1.2 If the Crew Chief is absent from the work assignment and:

a. there are two (2) journey level Locators on the same work assignment, then one (1) will be designated and paid as a JIC at the 111.65% rate.

b. the crew consists of three (3) or more of any classification on the same work assignment, then one (1) Journeyworker will be designated and compensated as a Working Crew Chief.

c. the crew consists of one (1) Locator on the same work assignment, that crew member will be paid at the journey level rate.

44.1.3 When Locators work either scheduled or unscheduled overtime, they shall have a Crew Chief on duty or else a Journeyworker will be designated and compensated at the Crew Chief rate.

44.2 The Locator overtime accumulation list determines who is called. However, the duty Supervisor may consider distance as a factor if he/she is notified that the requester has a crew on site. The Locator overtime accumulation list shall include all Locators and the Locator Crew Chief.

The Locator overtime accumulation list determines who is offered scheduled overtime.

44.3 The Crew Chief makes the work assignments. In the event a Locator is given an assignment which he or she determines is beyond his or her individual capability for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Locator will notify the Locator Crew Chief who shall arrange for additional workers of appropriate classification/skills to be assigned to the crew.

44.4 Transfer of locating work, as defined in Section 28.14.4, shall be to Network or URD crews.

44.5 Cable Splicers and Lineworkers may bid to the Locator crew, per Section 28.14. Transfers to the Locator crew(s) shall be considered as transfer to another headquarters and shall be made as provided in the General Working Rules 28.14. Successful bidders will be assigned to

the Locator crew(s) as a Lineworker assigned Locator or Cable Splicer assigned Locator; however, they will retain their status and continue to accrue seniority in their base classification as Lineworker or Cable Splicer.

44.6 Cable Splicers assigned Locator or Lineworkers assigned Locator will be eligible for selection and permanent assignment to Locator Crew Chief one year after assignment to the Locator crew. A Locator Crew Chief may return to their base class of Cable Splicer or Lineworker, but they cannot transfer to another Crew Chief position, other than a Locator Crew Chief.

A journey level Cable Splicer assigned Locator or Lineworker assigned Locator is eligible for temporary, out-of-class assignment to Locator Crew Chief after successfully completing the training in locating work.

44.7 All members of the Locator crew will be trained and utilized in all aspects of locating work, included in the URD and Network.

44.8 Upon a successful bid, each employee will have a training assessment done by the Crew Chief and Supervisor. The Crew Chief and/or Journeyworkers will do the training; management will make the determination of when the crew member has successfully completed the training.

44.9 The following job titles will be used for positions assigned to Locator work

Cable Splicer assigned Locator	106%
Cable Splicer assigned Locator Crew Chief	119.25%
Lineworker assigned Locator	109.18%
Lineworker assigned Locator Crew Chief	122.83%

Locator Crew Chiefs will be selected from the Locator crew.

44.10 These Locator unit work rules shall supersede the terms and conditions of the following grievance settlement letters: 1) February 4, 1992, #91-015 and 2) May 15, 1990, #89-04.

ARTICLE 45. RETIREMENT

45.1 Pursuant to Ordinance 78444, as amended, and as further amended in 1998 by Ordinance Numbers 119275 and 119291, all employees shall be covered by the Seattle City Employees Retirement System. The 1998 amendment incorporates the terms and conditions of the settlement agreement signed on August 19, 1998, by the City and a coalition of Unions representing City employees, including IBEW, Local 77, as follows:

> Any retirement system member who was employed in a Bargaining Unit position on or after January 1, 1998, which was represented by the Union shall be provided retirement benefits consistent with the following concepts:
>
> a. An annual, compounding COLA of 1.5%.
>
> b. A 60% "floor" COLA adjusted annually with no limitation to the annual increase in the CPI.
>
> c. A member's retirement allowance shall reflect the highest of the calculations described in a, b, or the "13th Check."
>
> d. Effective January 1, 1999, the existing six (6) month waiting period required before new employees become eligible for retirement system membership shall be eliminated as a policy matter.
>
> e. If through negotiations or by other means the City makes changes to benefits under the Seattle City Employees' Retirement System different from those reflected above, the Union will be given the opportunity to review said changes and either accept or reject them.

45.2 City of Seattle Traditional, City of Seattle Preventive, Secure Horizons (affiliated with PacifiCare) and Group Health Cooperative (Standard and Deductible): A pre-Medicare eligible retiree health care plan shall be made available by each health care plan provider for employees covered by the provisions of this contract who retire from IBEW, Local 77 represented positions and their City employment.

45.3 During the term of this agreement the City of Seattle shall have the right to re-open on proposed changes to the retirement system.

SCHEDULE "A"
I.B.E.W., LOCAL 77, CITY LIGHT DEPARTMENT
January 23, 2013 - January 22, 2014

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Apprentice, Cable Splicer	67.00% of 106%	*$28.31*
	71.00% of 106%	*$30.00*
	77.00% of 106%	*$32.53*
	79.00% of 106%	*$33.38*
	83.00% of 106%	*$35.07*
	87.00% of 106%	*$36.76*
	91.00% of 106%	*$38.45*
	95.00% of 106%	*$40.14*
Apprentice, Electrician Constructor	67.00% of 106%	*$28.31*
	71.00% of 106%	*$30.00*
	77.00% of 106%	*$32.53*
	79.00% of 106%	*$33.38*
	83.00% of 106%	*$35.07*
	87.00% of 106%	*$36.76*
	91.00% of 106%	*$38.45*
	95.00% of 106%	*$40.14*
Apprentice, Lineworker	67.00% of 109.18%	*$29.16*
	73.00% of 109.18%	*$31.77*
	77.00% of 109.18%	*$33.51*
	80.00% of 109.18%	*$34.82*
	85.00% of 109.18%	*$36.99*
	90.00% of 109.18%	*$39.17*
	95.00% of 109.18%	*$41.34*
Apprentice, Meter Electrician	67.00% of 106%	*$28.31*
	73.00% of 106%	*$30.84*
	77.00% of 106%	*$32.53*
	83.00% of 106%	*$35.07*
	89.00% of 106%	*$37.60*
	95.00% of 106%	*$40.14*

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Cable Splicer – Assigned Locator	106.00%	$42.25
Cable Splicer – Non-Network Area (Incumbent)	106.00%	$42.25
Cable Splicer – Network Area	106.00%	$42.25
Cable Splicer Helper –	72.00%	$28.70
Non-Network Area (Incumbent)	75.00%	$29.90
	78.00%	$31.09
Cable Splicer Helper – Network Area	73.14%	$29.15
	76.32%	$30.42
	79.50%	$31.69
Chief Hydro Operator	119.25%	$47.53
Craft Instructor-Apprenticeship	119.25% + 2%	$48.48
Craft Instructor-Apprenticeship (Line Crew Chief)	122.83% + 2%	$49.94
Crew Chief, Assistant Electrician Meter	106.00%	$42.25
Crew Chief, Cable Splicer – Assigned Locator	119.25%	$47.53
Crew Chief, Cable Splicer – Non-Network Area (Incumbent)	119.25%	$47.53
Crew Chief, Cable Splicer – Network Area	119.25%	$47.53
Crew Chief, Cable Splicer – Assigned Crew Coordinator	119.25%	$47.53
Crew Chief, Electrician Communications	121.50%	$48.43
Crew Chief, Electrician Constructor	119.25%	$47.53
Crew Chief, Electrician Constructor Core	119.25%	$47.53

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Crew Chief, Meter Electrician – Assigned Crew Coordinator	119.25%	$47.53
Crew Chief, Meter Electrician, Working	119.25%	$47.53
Crew Chief, Electrical Work Review	119.25%	$47.53
Crew Chief, Line Crew	122.83%	$48.96
Crew Chief, Line – Assigned Crew Coordinator	122.83%	$48.96
Crew Chief, Lineworker Assigned Locator	122.83%	$48.96
Crew Chief, Pole Yard	98.44%	$39.24
Crew Chief, Power Structures Mechanic	106.00%	$42.25
Crew Chief, Structural Iron Worker	119.25%	$47.53
Crew Chief, Transmission Line	122.83%	$48.96
Dispatcher, Power, Assistant	100.00%	$39.86
	104.00%	$41.45
	108.00%	$43.05
Dispatcher, Power	119.86%	$47.78
	124.11%	$49.47
	128.42%	$51.19
Dispatcher, Power, Senior	145.19%	$57.87
Electrical Helper	69.00%	$27.50
	72.00%	$28.70
	75.00%	$29.90
Electrical Helper – Assigned Hydraulic	73.65%	$29.36

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Boom Operator (while so assigned)	76.64%	$30.55
	79.63%	$31.74
Electrical Helper, Boundary	69.00%	$27.50
	72.00%	$28.70
	75.00%	$29.90
Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)	79.63%	$31.74
Electrician, Communications I	100.00%	$39.86
Electrician, Communications II	103.00%	$41.06
	105.50%	$42.05
	108.00%	$43.05
Electrician Communications II Temporary In Charge (while so assigned)	113.75%	$45.34
Electrician Communications Journeyworker In Charge – Skagit	113.75%	$45.34
Electrician Constructor	106.00%	$42.25
Electrician Constructor (Operator Incumbent)	106.00%	$42.25
Electrician Constructor In Temporary Charge	111.65%	$44.50
Electrician Constructor Crew Chief Assigned Crew Coordinator	119.25%	$47.53
Electrician Constructor Working Crew Chief	119.25%	$47.53

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator	119.25%	$47.53
Electrician Constructor – Assigned In Charge of Testing/Transformer Repair	110.60%	$44.09
Electrician, Meter	106.00%	$42.25
Hydro Maintenance Worker I – Generation	58.00%	$23.12
	61.00%	$24.31
	64.00%	$25.51
Hydro Maintenance Worker II – Generation	67.00%	$26.71
Hydro Maintenance Worker II – Generation Assigned Operator, Heavy Equipment (while so assigned)	79.63%	$31.74
Journeyworker – Assigned Streetlight	109.18%	$43.52
Journeyworker – Assigned Meter	106.00%	$42.25
Journeyworker In Charge, Powerhouse	119.25%	$47.53
Journeyworker In Charge	115.00%	$45.84
Journeyworker In Charge, Cable Splicer	111.65%	$44.50
Journeyworker In Charge, Cable Splicer – Assigned Pump Truck	111.65%	$44.50
Journeyworker In Charge, Cable Splicer – Assigned Vactor	111.65%	$44.50
Lineworker	109.18%	$43.52
Lineworker – Assigned Locator	109.18%	$43.52

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Lineworker Pre-Apprentice	65.00% of 109.18%	$28.29
Lineworker, Transmission	117.16%	$46.70
Lineworker – Assigned Powerline Clearance	117.16%	$46.70
Material Supplier, Electrical – Assigned Crew Support and/or Chipper Dump Truck	80.00%	$31.89
Material Supplier, Electrical – Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room	82.50%	$32.88
Material Supplier, Electrical – Assigned to Pole Hauling Detail or 15,000 GVW or Heavier Truck Equipped with Cable Winch and/or Derrick	87.50%	$34.88
Material Supplier, Electrical – Assigned Electrical Equipment Custodian	98.44%	$39.24
Material Supplier, Electrical – Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling	93.00%	$37.07
Material supplier, Network Assigned Vactor/Pump Trucks	82.50%	$32.88
Mechanic, Power Structures	92.44%	$36.85
Operator, Hydro-Crane	90.00%	$35.87
Operator, Hydroelectric I	91.00% 96.00%	$36.27 $38.27
Operator, Hydroelectric II	106.00%	$42.25
Powerline Clearance Tree Trimmer	100.00%	$39.86

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2013
Powerline Clearance Tree Trimmer – Journeyworker In Charge	106.00%	$42.25
Powerline Clearance Coordinator	122.83%	$48.96
Protection & Control Electrician Crew Chief	140.72%	$56.09
Protection & Control Electrician I	112.36%	$44.79
	114.48%	$45.63
Protection & Control Electrician II	114.48%	$45.63
	116.60%	$46.48
	118.72%	$47.32
	121.90%	$48.59
	125.08%	$49.86
Protection & Control Electrician – In Temporary Charge	131.75%	$52.52
Structural Iron Worker	96.00%	$38.27
	101.00%	$40.26
	106.00%	$42.25
Structural Iron Worker – In Temporary Charge	111.65%	$44.50

Shift differential pay is flat rate, $3.25 per hour

SCHEDULE "A"
I.B.E.W., LOCAL 77, CITY LIGHT DEPARTMENT
January 23, 2014 - January 22, 2015

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
Apprentice, Cable Splicer	67.00% of 106%	$28.88
	71.00% of 106%	$30.60
	77.00% of 106%	$33.19
	79.00% of 106%	$34.05
	83.00% of 106%	$35.77
	87.00% of 106%	$37.50
	91.00% of 106%	$39.22
	95.00% of 106%	$40.95
Apprentice, Electrician Constructor	67.00% of 106%	$28.88
	71.00% of 106%	$30.60
	77.00% of 106%	$33.19
	79.00% of 106%	$34.05
	83.00% of 106%	$35.77
	87.00% of 106%	$37.50
	91.00% of 106%	$39.22
	95.00% of 106%	$40.95
Apprentice, Lineworker	67.00% of 109.18%	$29.74
	73.00% of 109.18%	$32.41
	77.00% of 109.18%	$34.18
	80.00% of 109.18%	$35.51
	85.00% of 109.18%	$37.73
	90.00% of 109.18%	$39.95
	95.00% of 109.18%	$42.17
Apprentice, Meter Electrician	67.00% of 106%	$28.88
	73.00% of 106%	$31.46
	77.00% of 106%	$33.19
	83.00% of 106%	$35.77
	89.00% of 106%	$38.36
	95.00% of 106%	$40.95
Cable Splicer – Assigned Locator	106.00%	$43.10

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
Cable Splicer – Non-Network Area (Incumbent)	106.00%	$43.10
Cable Splicer – Network Area	106.00%	$43.10
Cable Splicer Helper –	72.00%	$29.28
Non-Network Area (Incumbent)	75.00%	$30.50
	78.00%	$31.71
Cable Splicer Helper – Network Area	73.14%	$29.74
	76.32%	$31.03
	79.50%	$32.32
Chief Hydro Operator	119.25%	$48.49
Craft Instructor-Apprenticeship	119.25% + 2%	$49.46
Craft Instructor-Apprenticeship (Line Crew Chief)	122.83% + 2%	$50.94
Crew Chief, Assistant Electrician Meter	106.00%	$43.10
Crew Chief, Cable Splicer – Assigned Locator	119.25%	$48.49
Crew Chief, Cable Splicer – Non-Network Area (Incumbent)	119.25%	$48.49
Crew Chief, Cable Splicer – Network Area	119.25%	$48.49
Crew Chief, Cable Splicer – Assigned Crew Coordinator	119.25%	$48.49
Crew Chief, Electrician Communications	121.50%	$49.40
Crew Chief, Electrician Constructor	119.25%	$48.49
Crew Chief, Electrician Constructor Core	119.25%	$48.49

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
Crew Chief, Meter Electrician – Assigned Crew Coordinator	119.25%	$48.49
Crew Chief, Meter Electrician, Working	119.25%	$48.49
Crew Chief, Electrical Work Review	119.25%	$48.49
Crew Chief, Line Crew	122.83%	$49.94
Crew Chief, Line – Assigned Crew Coordinator	122.83%	$49.94
Crew Chief, Lineworker Assigned Locator	122.83%	$49.94
Crew Chief, Pole Yard	98.44%	$40.03
Crew Chief, Power Structures Mechanic	106.00%	$43.10
Crew Chief, Structural Iron Worker	119.25%	$48.49
Crew Chief, Transmission Line	122.83%	$49.94
Dispatcher, Power, Assistant	100.00%	$40.66
	104.00%	$42.29
	108.00%	$43.91
Dispatcher, Power	119.86%	$48.74
	124.11%	$50.46
	128.42%	$52.22
Dispatcher, Power, Senior	145.19%	$59.03
Electrical Helper	69.00%	$28.06
	72.00%	$29.28
	75.00%	$30.50
Electrical Helper – Assigned Hydraulic	73.65%	$29.95
Boom Operator (while so assigned)	76.64%	$31.16

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
	79.63%	$32.38
Electrical Helper, Boundary	69.00%	$28.06
	72.00%	$29.28
	75.00%	$30.50
Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)	79.63%	$32.38
Electrician, Communications I	100.00%	$40.66
Electrician, Communications II	103.00%	$41.88
	105.50%	$42.90
	108.00%	$43.91
Electrician Communications II Temporary In Charge (while so assigned)	113.75%	$46.25
Electrician Communications Journeyworker In Charge – Skagit	113.75%	$46.25
Electrician Constructor	106.00%	$43.10
Electrician Constructor (Operator Incumbent)	106.00%	$43.10
Electrician Constructor In Temporary Charge	111.65%	$45.40
Electrician Constructor Crew Chief Assigned Crew Coordinator	119.25%	$48.49
Electrician Constructor Working Crew Chief	119.25%	$48.49

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator	119.25%	$48.49
Electrician Constructor – Assigned In Charge of Testing/Transformer Repair	110.60%	$44.97
Electrician, Meter	106.00%	$43.10
Hydro Maintenance Worker I – Generation	58.00%	$23.58
	61.00%	$24.80
	64.00%	$26.02
Hydro Maintenance Worker II – Generation	67.00%	$27.24
Hydro Maintenance Worker II – Generation Assigned Operator, Heavy Equipment (while so assigned)	79.63%	$32.38
Journeyworker – Assigned Streetlight	109.18%	$44.39
Journeyworker – Assigned Meter	106.00%	$43.10
Journeyworker In Charge, Powerhouse	119.25%	$48.49
Journeyworker In Charge	115.00%	$46.76
Journeyworker In Charge, Cable Splicer	111.65%	$45.40
Journeyworker In Charge, Cable Splicer – Assigned Pump Truck	111.65%	$45.40
Journeyworker In Charge, Cable Splicer – Assigned Vactor	111.65%	$45.40
Lineworker	109.18%	$44.39
Lineworker – Assigned Locator	109.18%	$44.39

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
Lineworker Pre-Apprentice	65.00% of 109.18%	$28.85
Lineworker, Transmission	117.16%	$47.64
Lineworker – Assigned Powerline Clearance	117.16%	$47.64
Material Supplier, Electrical – Assigned Crew Support and/or Chipper Dump Truck	80.00%	$32.53
Material Supplier, Electrical – Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room	82.50%	$33.54
Material Supplier, Electrical – Assigned to Pole Hauling Detail or 15,000 GVW or Heavier Truck Equipped with Cable Winch and/or Derrick	87.50%	$35.58
Material Supplier, Electrical – Assigned Electrical Equipment Custodian	98.44%	$40.03
Material Supplier, Electrical – Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling	93.00%	$37.81
Material supplier, Network Assigned Vactor/Pump Trucks	82.50%	$33.54
Mechanic, Power Structures	92.44%	$37.59
Operator, Hydro-Crane	90.00%	$36.59
Operator, Hydroelectric I	91.00%	$37.00
	96.00%	$39.03
Operator, Hydroelectric II	106.00%	$43.10
Powerline Clearance Tree Trimmer	100.00%	$40.66

TITLE	PERCENTAGE TO 100% RATE	EFFECTIVE 1/23/2014
Powerline Clearance Tree Trimmer – Journeyworker In Charge	106.00%	$43.10
Powerline Clearance Coordinator	122.83%	$49.94
Protection & Control Electrician Crew Chief	140.72%	$57.22
Protection & Control Electrician I	112.36%	$45.69
	114.48%	$46.55
Protection & Control Electrician II	114.48%	$46.55
	116.60%	$47.41
	118.72%	$48.27
	121.90%	$49.56
	125.08%	$50.86
Protection & Control Electrician – In Temporary Charge	131.75%	$53.57
Structural Iron Worker	96.00%	$39.03
	101.00%	$41.07
	106.00%	$43.10
Structural Iron Worker – In Temporary Charge	111.65%	$45.40

Shift differential pay is flat rate, $3.25 per hour

APPENDIX A

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

DEPARTMENT OF CITY LIGHT

THE CITY OF SEATTLE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 77

1. The City of Seattle recognizes the International Brotherhood of Electrical Workers, Local 77, as the exclusive collective bargaining representative of employees appointed to the position title Lineworker Pre-Apprentice.

2. Effective January 23, 1988, the title of Lineworker Pre-Apprentice was accreted to Schedule "A" of the current bargaining agreement between the City and International Brotherhood of Electrical Workers, Local 77. Lineworker Pre-Apprentices will be paid at the wage rate percentage level which is 65% of the journey level rate.

3. Individuals entering the Pre-Apprentice position from other positions in City Light Department with a higher wage rate, will retain that wage during their time as Pre-Apprentice. Upon successful completion of the Pre-Apprentice Program individuals will be assigned to the position of Lineworker Apprentice, and assigned the first step wage rate of 67% of the existing Lineworker journey level rate. Individuals entering at a wage level higher than the existing first step wage rate for Apprentice will be advanced to the next highest apprentice and held at that rate until such time as their period of training is appropriate for the next step increment.

4. The Pre-Apprentice position will consist of a six month (1040) training program covering physical strength training, general electrical training, on-the-job training, and climbing school. In order to proceed to the Lineworker Apprenticeship Program, each Pre-Apprentice must successfully attain the final Program standards, including physical strength standards and climbing school, at the conclusion of their full six months of training. Failure to meet the standards within the 1040 hours will result in removal from the Pre-Apprentice Program. Individuals who enter the Pre-Apprentice Program from other positions in City Light Department and who remove themselves or are removed from the Program or do not successfully attain the final Program standards will be returned to their former positions. Individuals who were not previously employed by the Department will have their employment with the Department terminated, unless otherwise mutually agreed by the employee, the Department, and the Union, in writing. Individuals whose initial employment by the Department is a Lineworker Pre-Apprentice will serve a probationary period of six months

(1040 hours). Such employees may be terminated without just cause during the probationary period.

5. All pertinent conditions of employment covered by the Collective Bargaining Agreement between the City and International Brotherhood of Electrical Workers, Local 77 shall apply to the title of Lineworker Pre-Apprentice.

6. This Agreement shall remain in effect through January 22, 2017.

APPENDIX B

LETTER OF AGREEMENT

by and between

THE CITY OF SEATTLE

and the

SEATTLE CITY LIGHT DEPARTMENT

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

RE: SHIFT DIFFERENTIAL FOR GRANDFATHERING POWER DISPATCHERS, STATION OPERATORS AND BOUNDARY HYDRO OPERATORS

This LETTER OF AGREEMENT is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Brotherhood of Electrical Workers, Local 77, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

Effective January 23, 2006, employees named in the classifications listed below and attached hereto will continue to receive shift differential. These Power Dispatching, Substation Operators and Boundary Hydro Operator Group employees are grandfathered at the shift differential rate of 10% of their base wage and the following conditions shall apply:

1. **Retirement System Contributions:**
Shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City of Seattle. This pay is included in the calculation that determines an employee's retirement benefit if earned and paid for during the highest two years of wages that are designated as average salary as defined by the retirement system.

2. **Shift Differential is paid for** actual hours of work and paid leave for those employees assigned to a 2nd, night, swing or graveyard shift under conditions that meet the terms of this agreement within the work units designated below.

System Control Center

A. Assistant Power Dispatcher
B. Power Dispatcher
C. Senior Power Dispatcher

Power Station Operations

A. Electrician Constructor (Operator Incumbent)
B. Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator
C. Electrician Constructor
D. Electrician Constructor Working Crew Chief
E. Electrician Constructor Working Crew Chief Assigned Crew Coordinator

Boundary

A. Hydro Electric Operators

3. **Boundary Hydro Electric Operators** on 1st shift, 7 days per week, will not receive a shift differential. Boundary Hydro Electric Operators on 2nd and 3rd shift, seven days per week, will receive the shift differential. Shift extensions before and after the 2nd and 3rd shifts will be at the double time rate plus the shift differential. Doubling over on a shift will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

4. **Power Dispatchers** scheduled to work 8-hour shifts described as Day Shifts per the Twelve Hour Schedule MOU, or the first 8 hours of a 12-hour shift, seven days per week, will not receive a shift differential. Power Dispatchers scheduled to work straight time on 8-hour shifts described as Swing Shift or Graveyard Shift, or the 12-hour shift described as a Night Shift, or the last 4 hours of a 12-hour Day Shift, will receive a shift differential for these hours. Shift extensions, either before or after a shift that is normally entitled to a shift differential, will be at the double time rate plus the shift differential. Doubling over will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

5. **Power Station Operators** (Electrician Constructors and Electrician Constructors [Operator Incumbents]) scheduled to work 8-hour or 10-hour shifts described as Day Shifts per the Twelve Hour Schedule MOU, or the first 8 hours of a 12-hour Day Shift, seven days per week, will not receive a shift differential. Power Station Operators scheduled to work straight time on 8-hour shifts described as Swing Shift or Graveyard Shift, or the 12-hour shift described as a Night Shift, or the last 4 hours of a 12-hour Day Shift, will receive a shift differential for these hours. Shift extensions, either before or after a shift that is normally entitled to a shift differential, will be at the double time rate plus the shift differential. Doubling over will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

APPENDIX B

GRANDFATHERED PERSONNEL ELIGIBLE TO RECEIVE 10% SHIFT DIFFERENTIAL

Baird, Gary
Bennett, Dennis
Blouch, Cynthia
Board, Sally
Bowen, Joshua
Bungard, Terry
Caravan, William
Chin, Thomas
Chittanounh, Vattana
Collins, Peter
Cote, Dimne
Dissel, Christopher
Drager, Alan
Dunlap, Rodney
Fujita, Laurence
Grace III, James
Graves, Larry
Hall, Donna
Harrison, Daniel
Hayashi, Henry
Jang, Michael
Johnson, Gerald
Jones, William
Kelly, Thomas
Kimes, Marshall
Kopp, Ed
Krupa, Pawel
Kurlo, Wilhelm
Leonard, Donald
Lieser III, Ralph
Lundquist, Kari
Peterson Jr, Garth
Podominich, Tom
Rick, David
Ross, Leonard
Sandoval, Marcus
Settle, Eileen
Stewart, Scott
Streissguth, Stephen
Sturgeon, Kenneth
Tongue, Patrick
Watkins, Michael
Welshon, Douglas
Wheelock, Dana
Williams, Denise

APPENDIX C

I. Examples or work performed by Electrician Constructors (Operator Incumbents) which may be performed by Electrician Constructors.

A. Examples of work that can be assigned without additional training include (but are not limited to):

1. Respond to Constructor generated alarms.
2. Disable alarms, change fuses/amprites.
3. Take readings for Dispatcher.
4. Stand-by wire down.
5. Station cleaning and relamping work.
6. Perform emergency switching (which is done now).
7. Adjust TCUL tap changers.
8. Take PCB samples to the lab for testing.

B. Examples of work that can be assigned with additional training include (but are not limited to):

1. Respond to station alarms at direction of the Dispatcher.
2. Respond to wire downs, arcing wires and perform field checks (all reasons) at the direction of the Dispatcher.
3. Tag and re-tag at the direction of the Dispatcher.
4. 4 kV Unit Stations - Under Dispatcher orders the Constructor can remove tags, restore the breaker and operationally test.
5. Evaluate problems - check relay targets, breaker operations and report to the Dispatcher.
6. Perform planned switching, clearance restoration and outage restoration.
7. Perform recloser switching, tagging and logging.
8. Do routines - test equipment, fans, pumps, alarms, readings etc.
9. Capacitor switching (both in station and in the field).

II. Examples of work performed by Electrician Constructors that can be performed by Electrician Constructors (Operator Incumbents).

A. Examples of work that can be assigned without any additional training include (but are not limited to):

1. Gassing Unit Substation transformers.
2. Changing fuses, control lights, control building and yard lights (where lift equipment is not necessary).
3. PCB inspection (& upgrading tags), inspect and change oil pads and log.
4. Unit Substation door maintenance - interlock adjustments, lube hinges, service locks, etc.
5. Monthly fire extinguisher inspection.

6. Support onsite reporting:
    i. Transport personnel (if change is needed)
    ii. Parts delivery
    iii. Set-up (start ventilating before Constructors arrive)
    iv. Assist in cleaning parts.

B. Examples of work that can be assigned with additional training include (but are not limited to):

1. Safety watch.
2. Changing gas bottles.
3. Taking oil samples for breakers and transformers.
4. Test oil samples for dielectric.
5. Explosive gas testing.
6. Assist in grounding.
7. Assist the Constructor when a second Journeyworker is needed for safety reasons.
8. Communications facilities routine inspections (i.e. French Creek).

APPENDIX D
(Skagit)

Per Article 36, Section 36.4, the parties agree the following job functions and duties may be shared between Hydroelectric Operators and Electrician Constructors:

1. When a second Hydro Operator is on site at a powerhouse and has been properly trained, the Operator may function as a safety watch, second qualified Journeyworker for installation of working grounds, confined entry observers.

   A Hydroelectric Operator may hold clearances on generators and other generation facilities as "back-up" clearance holder on extended outages. However, Hydro Operators will not be moved from one powerhouse to the other to perform this work. Hydro Operators will function as clearance holders only after an initial clearance is taken and double checks are completed.

2. Electrician Constructors may assist Hydro Operators by performing operational tasks or functions at the direction of the Hydro Operator.

3. Employees in either classification may ask for assistance from the other provided the employees are comfortable with their level of skill and knowledge for the task being performed. The sharing of tasks for assistance shall be appropriate where practical, effective, and safe.

4. A co-equal implementation team will be established and develop options for resolving problems that may arise from the shared duties between Hydroelectric Operator and Electrician Constructor. Unresolved problems shall be referred to the JLMC for final resolution.

APPENDIX E

Section 11.13 of this Agreement states: On June 1, 1993, employees with twenty (20) years of service or more were eligible to convert to the system as outlined above or remain on the system outlined in the 1991-1994 Collective Bargaining Agreement and attached hereto as Appendix E. Employees who remained on the system as outlined in the 1991-1994 Collective Bargaining Agreement may convert to the new system in September of each succeeding year. These subsequently converting employees shall receive a two-year transition period in which to use excess hours as outlined in 11.4.

VACATIONS
Article 11 From 1991-94 Collective Bargaining Agreement

The vacation accrual system in place in the 1991-1994 contract is as follows:

Vacations shall be allowed under Ordinance No. 86799 as amended by Ordinance Nos. 97110, 97354 and 95389 as follows:

11.1 Employees with less than five (5) years' service shall receive vacations at the rate of twelve (12) working days per year.

11.1.1 For service of less than one (1) year, employees shall receive vacations at the rate of one (1) working day for each month of actual service in the preceding calendar year.

11.2 Employees with more than five (5) years' service shall receive vacations at the following rate:

From 5 to 10 years' service - 15 working days
From 10 to 15 years' service - 16 working days
From 15 to 20 years' service - 18 working days
20 years' service - 20 working days
21 years' service - 21 working days
22 years' service - 22 working days
23 years' service - 23 working days
24 years' service - 24 working days
25 years' service - 25 working days
26 years' service - 26 working days
27 years' service - 27 working days
28 years' service - 28 working days
29 years' service - 29 working days
30 years' service and over - 30 working days

11.2.1 For service of less than a full year, employees eligible for vacations, as provided in section 8.2, shall receive vacations at a rate proportionate to the applicable annual vacation for each month of actual service to the nearest four (4) hours of vacation allowance.

11.2.2 Additional vacation allowances for employees with five (5) or more years' service shall accrue on January 1 of the year in which the service requirement is met.

11.3 Temporary or intermittent employees who leave the employment of the City and later are re-employed shall, for the purpose of this ordinance, commence their actual service with the date of re-employment.

11.4 Any vacation earned must be taken within the calendar year next succeeding the calendar year in which service was rendered, with the following exceptions:

11.4.1 Employees who are laid off, retired, or who resign after more than one years' service shall be given proportionate vacation earned in the current year, together with any unused earned vacations for the preceding calendar year, before being separated from the payroll.

11.4.2 On the death of an employee in active service, pay will be allowed for any vacation earned in the preceding year and in the current year, and not taken prior to the death of such employee.

11.4.3 Any employee who quits or is dismissed for cause will be allowed pay for any vacation earned in the preceding year and not taken prior to separation from City service, but not for the current year.

11.4.4 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation previously accrued or, at the department's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

11.4.5 All employees returning from military leave of absence as defined in Ordinance No. 69816, as amended by Ordinance No. 71739, shall be given a vacation allowance for the previous calendar year as if they had been employed.

11.4.6 Upon transfer, the Department receiving the employee shall grant any earned vacation due such employee at its expense, subject to the other rules set forth herein.

11.4.7 The minimum vacation allowance to be taken by an employee shall be one half (1/2) of a day or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the Department Head.

11.4.8 The heads of the various departments shall arrange vacation time for the officers and employees on such schedules as will least interfere with the functions of the Department.

11.4.9 Following one (1) full calendar year of employment, an employee may carry over and/or accumulate two (2) days of vacation annually. Employees having twenty five years' service may

carry over and/or accumulate five (5) days vacation annually. Employees shall not be permitted to carry over and/or accumulate more vacation days than their current annual earned vacation. Employees who desire to carry over vacations must make their request at the time vacations are being scheduled.

Employees who elect to use 5 or more days of accumulated carry over vacation at one time, must request such use from the immediate supervisor at least 60 days in advance.

11.4.10 An employee may, upon approval of the department head, carry over a maximum of twenty days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules.

11.5 For the purpose of this ordinance, former Puget Sound Power and Light Company employees who became City Light employees as a result of the merger, and at the request of the Superintendent of Lighting, on or shortly after March 5, 1951, shall be given credit for continuous employment with the Company immediately prior to the acquisition of Puget Sound properties.

From Article 13 LEAVE OF ABSENCE

13.3 It is understood that the two days vacation carryover as provided in Article 11.4.9 is for additional days off the job because of an emergency as covered in Article 13.2 or this carryover may be used as vacation as covered in Article 11.4.9.

APPENDIX F

MEMORANDUM OF AGREEMENT

JLMC ISSUES

The City of Seattle/City Light Department

and the

International Brotherhood of Electrical Workers
Local No. 77

As part of the current contract negotiations, we hereby agree to start the process to address the following item in the Joint Labor Management Committee with the understanding that Article 3 of the Agreement by and between the City of Seattle, City Light Department and the International Brotherhood of Electrical Workers Local Union No. 77 shall apply.

Joint Issue

Advanced Electrician Constructor Apprenticeship (AECA) –

Management will continue to work with the Union in labor/management meetings to formalize the details of the program

APPENDIX G

MEMORANDUM OF UNDERSTANDING
NETWORK VACTORS AND PUMP TRUCKS

by and between

THE CITY OF SEATTLE

and the

SEATTLE CITY LIGHT DEPARTMENT

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

January 23, 2006, through January 22, 2009

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Brotherhood of Electrical Workers, Local 77, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

This MOU applies to the 7 and 10 cu. Yd. Vactor trucks, and not to the 500 gallon VacTron hydroexcavator/potholer unless operated by a two person crew.

1. Vactor & Pump Trucks: The Vactor Truck/Pump Truck shall be staffed by a Journeyworker In Charge (JIC) – Cable Splicer and a Material Supplier (82.5%) and operate as a two person crew.
2. When crewmembers are added so that the crew consists of three (3) or more people, the JIC shall be compensated at the Cable Splicer Crew Chief rate.
3. The Material Suppliers on the Vactor and Pump crews shall have a Class "A" CDL with Tanker Endorsement. The JIC's on the Vactor and Pump crews shall have a Class "A" or "B" CDL with Tanker Endorsement.
4. In emergency callout situations, the JIC and Material Supplier permanently assigned to the Vactor Truck will be called first to staff the Vactor Truck, and the JIC and Material Supplier permanently assigned to the Pump Truck will be called first to staff the Pump Truck. The overtime callout list will then be used to staff the Vactor and Pump Trucks.
5. Bids for Vactor/Pump crew JIC-Cable Splicer and Material Supplier shall be awarded according to seniority.
6. For work other than emergency callout, the Vactor & Pump Trucks can also be operated by staff in classifications in other crafts, appropriate for the worksite, who have been trained in operation of the equipment.

Permanent Vactor/Pump Crew personnel shall be supplied with reflective raingear, knee high rubber boots, like those used by Firefighters and Atlas Fit brand cotton/rubber gloves or equivalent.

APPENDIX H

LETTER OF AGREEMENT

by and between

THE CITY OF SEATTLE

And the

CITY LIGHT DEPARTMENT

And the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Local No. 77

For North and South Stations Realignment

Including

Electrician Constructor Reversion Rights In Stations and Shops

1. Articles 44.1, 44.2 and 44.6 shall apply.

2. Seniority for Electrician Constructor Crew Chiefs and Electrician Constructor Crew Chief assigned Crew Coordinators is combined time between the Electrician Constructor Working Crew Chief and Electrician Constructor Working Crew Chief assigned Crew Coordinator as of the date of ratification.

3. Initial assignment to Crew Coordinator positions shall be offered by seniority bid using the following order:

    a. Incumbent Non-Working Electrician Constructor Crew Chiefs (as of October 14, 1994) who have not exercised their one-time successful bid for the appointment to Electrician Constructor Working Crew Chief assigned Crew Coordinator AND the current Electrician Constructor Working Crew Chief assigned Crew Coordinators in North and South Stations that were Non-Working Electrician Constructor Crew Chiefs as of October 14, 1994; if vacancies still exist then,

    b. The incumbent Electrician Constructor Working Crew Chiefs and Electrician Constructor Working Crew Chief assigned Crew Coordinators using the combined seniority list (from 2 above).

    c. Crew Coordinators can bid headquarters for initial assignment, bid for Core Crew Chiefs (see number 4, below) or elect to become **Reverted Electrician Constructors**.

4. Initial assignment to Electrician Constructor Crew Chief positions shall be offered by seniority bid from Crew Chiefs and Crew Coordinators using the combined seniority list (from 2 [two] above). Crew Chiefs can bid headquarters and cores for initial assignment or elect to become **Reverted Electrician Constructors**.

    For the purpose of bidding, Headquarters shall be: Shops, North Stations and South Stations.

Any Crew Chiefs who become **Reverted Electrician Constructors** in Shops shall remain assigned to their current Headquarters if they so desire.

5. In the event the initial Crew Chief and Crew Coordinator positions aren't filled from the above selection criteria, the issue shall be disclosed and addressed through the JLMC process.

6. After Crew Coordinators and Crew Chiefs are determined, the remaining Crew Chiefs and Crew Coordinators shall become **Reverted Electrician Constructors**, and shall bid headquarters and core by combined seniority. (The combined seniority is total Crew Chief, Crew Coordinator and Electrician Constructor journey level time).

7. Future crew chief vacancies shall be offered first by seniority to the **Reverted Electrician Constructors** that remain on the list identified in number 2 above, but are not currently in a Crew Chief position. Each **Reverted Electrician Constructor** shall be allowed a one-time successful bid for appointment to the Core Crew Chief title to be used at their discretion. Any refusals shall not result in penalty.

8. Existing Electrician Constructor Working Crew Chiefs as of date of CBA ratification, who become **Reverted Electrician Constructors,** shall remain at the Electrician Constructor Crew Chief rate of pay (with any future general and Cost of Living Adjustment wage increases).

9. Once the Electrician Constructor Crew Coordinator and Crew Chief positions are filled, Electrician Constructors and Electrical Helpers shall bid headquarters and cores for Shops, North Stations and South Stations. Any remaining vacancies will be filled following Section 28.1

APPENDIX I

By and Between

THE CITY OF SEATTLE
City Light Department Bargaining Unit

And the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

The parties agree the attached Memoranda and Letters of Agreement will continue in full force and effect during the term of the new agreement which shall expire on January 23, 2017, unless the parties mutually agree otherwise.

The applicable Memoranda and Letters and affected or referenced contract sections are listed.

1	Operator Incumbents and the Appointment of Kelly and Simmons to Crew Coordinator 1/27/1995	Article 29, Article 43
2	Working Rules for Locators and Homer Overtime if Helper Needed 1/8/1999	Article 44
3	Appliance Repair MOUs and LOAs: a) Journeyworker Assigned Streetlighting (MOU) 12/19/1996 b) Headquarters Bidding for Journeyworker Assigned Streetlighting (LOA) 12/23/1996 c) Journeyworker Assigned to Technical Metering Section (MOU) 3/24/1997 d) Journeyworker Assigned to Technical Metering Section Addendum (MOU) 9/3/1997 b)	
4	Settlement Agreement re: Maintenance Electrician 5/19/1993	
5	Line Service Work Schedules – Extending work schedules agreement a) Line Service Schedule (Letter) 2/18/1993 b) New Shifts for Line Service (Agreement) 2/25/1993 c) Line Service Work Schedule Extension (Letter) 3/24/1994	Article 33
6	Hydroelectric Operator I Guidelines a) Skagit (LOA) 8/22/1995 b) Boundary (LOA) 12/23/1996	Article 36
7	Dispatchers' Work Schedule (MOA) 1/27/1995	Article 40
8	Temporary Employees Represented by Local 77 (LOA) 10/12/1999	
9	Elect Const/Comm Elect Duties/Jurisdiction (LOA) 6/23/1999	
10	Working Rules Powerline Clearance (LOA) 6/21/2000	
11		
12	Lineworker JIC Transfer and Bid Rights (LOA) 8/19/2002	Article 33
13	Power Stations Operations Work Schedule (LOA) 9/10/2002	Article 29
14	Unscheduled Overtime Callout Procedure (LOA) 4/16/2003	
15	Skagit Holiday Schedule (Agreement) 8/12/2003	Article 36

16	Condor Loaned to Other Utilities (MOA) 11/9/2004	
17		Article 36

APPENDIX J

LETTER OF AGREEMENT

by and between

THE CITY OF SEATTLE/SEATTLE CITY LIGHT

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

LOCAL 77

Re: Standby Crews

The undersigned parties hereby agree to the establishment of Standby Crews. This agreement shall specify the terms and conditions agreed to between the City of Seattle/Seattle City Light (employer) and the International Brotherhood of Electrical Workers, Local 77 (collectively parties) regarding the implementation of this program/opportunity.

Standby Crews *shall not displace any current existing first responders, including line service and operators. There may be standby crew(s), as determined by City Light for the following:*

1. *North Service Center*

2. *South Service Center*

The basic crew shall consist of the following:

1 Line Crew Chief
2 Lineworkers
1 Any combination of Lineworker or Material Supplier

Once first responders have made the initial assessment and reported back to the Service Dispatcher, the Service Dispatcher then calls out the appropriate standby crew.

Whenever an employee covered by this Letter of Agreement is placed on standby duty by the Department, the employee shall be available to respond to emergency calls and, when necessary, return to work. Each member on standby shall be issued a City Light phone and report to the headquarters within forty-five (45) minutes of receiving the call. The Department and Union agree that situations and/or weather conditions may occur that could prevent an employee on standby from arriving to the Service Center within 45 minutes of being called. ***Employees who cannot report within 45 minutes should not volunteer to be on standby.***

Should a standby crew member(s) fail to respond within 45 minutes then, after 60 minutes, Line Service may be utilized to supplement the standby crew until the standby crew member(s) arrive. At no other time will Line Service be utilized in place of the standby crew members. At no time will Line Service be utilized if additional crew members are needed.

When an employee fails to respond within the 45 minute window period then the following will be assessed;
The employee will be removed from their Standby List for one rotation after first incident of non-response. The duration of the removal will run two (2) weeks.

Standby assignment will be from a list of volunteers, the lists shall be comprised of members currently assigned to either an overhead or underground crew. There shall be three (3) standby lists:

1. *Line Crew Chief*
2. *Lineworker*
3. *Material Supplier*

Standby lists shall be created on a quarterly basis and posted two weeks prior to their application.

Line Crew Chief's assigned to standby crew will alternate between overhead and underground crew chiefs.

When assigned to standby, the member will be compensated for standby duty at the rate of two (2) hours of their regular straight time hourly rate of pay for weekdays, and regular weekends, and compensated at the rate of three (3) hours of their regular straight time hourly rate of pay for holidays and holiday weekends. When an employee is called into work, the provisions of Article 28.2 and Article 28.2.1 shall apply.

Issues arising out of the standby crew shall be resolved by mutual agreement in JLMC

This agreement expresses in writing the entire Agreement between the parties. This Agreement may be amended or extended by mutual agreement between the Union, the Department, and the City. If mutual agreement cannot be reached on any desired changes, the Letter of Agreement shall remain in full force and effect as originally drafted and signed.

The parties agree to all of the above by their signatures affixed hereto:

For the City of Seattle	*For the Union*	*For Seattle City Light*
Steven A. Jewell	*Joe Simpson*	*DaVonna Johnson*
Labor Negotiator	*Business Rep*	*HR Officer*
City of Seattle	*IBEW Local 77*	*Seattle City Light*
Date 7/16/14	*Date 7/16/14*	*Date 8/6/14*

EXECUTION OF THIS AGREEMENT

Signed this 16th day of July, 2014

CITY OF SEATTLE
Executed under Authority
Ordinance 124480

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 77

Edward B. Murray, Mayor

Louis R. Walter, Business Manager

Jorge Carrasco, City Light General Manager and Chief Executive Officer