

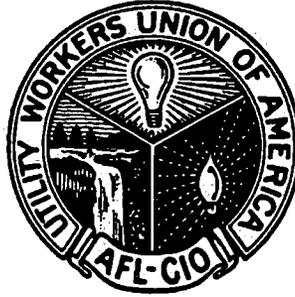
# WORKING AGREEMENT

Dated September 26, 2009

Between  
PacifiCorp Energy/Rocky Mountain Power  
and  
Utility Workers Union of America  
Local Union No. 127  
A.F.L.-C.I.O.

 **PACIFICORP**





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**WORKING AGREEMENT**  
**Dated September 26, 2009**  
**Between**  
**PACIFICORP ENERGY & ROCKY MOUNTAIN POWER**  
**and**  
**UTILITY WORKERS UNION OF AMERICA**  
**Local Union 127**  
**A.F.L. – C.I.O.**

THIS WORKING AGREEMENT dated **September 26, 2009**, by and between Pacificorp Energy/Rocky Mountain Power hereinafter called the "Company" and Utility Workers Union of America, A.F.L.-C.I.O., on behalf of Local Union 127, hereinafter called the "Union", WITNESSETH:

WHEREAS, the Company and the Union, the Union as the recognized and certified bargaining agency for certain of the Company's Employees in Wyoming (said Employees being those specifically referred to in this Agreement), have been mutually bound by and subject to a Working Agreement dated **March 26, 2004** and

WHEREAS, the Union has indicated its desire to amend the said Working Agreement, and

WHEREAS, the Company also desires to amend said Agreement;

NOW, THEREFORE, the Company and the Union have mutually agreed that the said Working Agreement shall be amended to read henceforth as follows:

**1.0 PURPOSE AND SCOPE OF AGREEMENT**

1.1 The Company, the Union, and its members recognize that the Company is engaged in a public service requiring continuous operation, and that the welfare of the public is dependent on such operation.

The Union, its officers and members who are Employees of the Company agree that they will individually and collectively continue to promote the welfare of the Company in the performance of its public utility responsibility by efficient work and loyal cooperative support.

1.2 The purpose of this Agreement is to promote the continuance of harmonious relations and collective bargaining between the Company and the Employees referred to in Section 1.3 of this Agreement,

and to that end maintain satisfactory working conditions and rates of pay for all Employees.

1.3 This Agreement applies to and covers all Employees, whether or not presently employed by the Company, working in the Company offices, stores, shops, electrical distribution, electrical construction, power production, power transmission, processing and handling operations in Wyoming, including such offices, stores, shops, and any such operations hereinafter acquired in any manner, including those for whom wage scales are fixed in Article 23 of this Agreement and also including regular part-time Employees as has been certified by the National Labor Relations Board as an exclusive representative of all such Employees, BUT EXCLUDING (a) confidential Employees, (b) guards, (c) professional and supervisory Employees as defined in the National Labor-Management Relations Act, as amended.

However, should the Company construct or acquire any generating facility or other properties within UWUA Local 127's jurisdiction, the parties will meet to discuss the issues associated with the creation of a new collective bargaining agreement or an appendix to this Agreement that reflects the technology, staffing required, and operating methodologies for such properties.

1.4 Newly created classifications of Employees may hereafter be included hereunder by mutual written consent.

1.5 Should the Company make a major change in its operations that will affect the continued employment or working conditions of the Employees at a headquarters or work location, the parties hereto will promptly meet and negotiate new working conditions and the application of Section 14.6, if required.

## **2.0 TERM OF AGREEMENT – SEPARABILITY OF PROVISIONS**

2.1 This Agreement shall remain in full force and effect from **September 26, 2009**, up to and including **September 26, 2013**, and thereafter until terminated. Either party may terminate this Agreement on, or at any time after **September 26, 2013**; by giving at least sixty (60) days' prior written notice to the other together with the reason or reasons therefore. However, if at the time this Agreement would otherwise terminate because of such notice the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue; and any new agreement may be made retroactive to the date the Agreement would otherwise have terminated.

2.2 This Agreement may be opened for proposed modification or amendment at any time after **September 26, 2013**, by either party giving at least sixty (60) days but not more than ninety (90) days prior written notice to the other party. Within ten (10) days after receipt of such notice the parties shall agree on a day to exchange proposals which will be mailed via certified mail. The notice shall specify the particular modifications or amendments desired. A discussion of such proposals shall begin no later than twenty (20) days following receipt by certified mail unless the time is extended by mutual consent. If no agreement or settlement is reached, this Agreement shall remain in full force and effect until terminated as provided in Section 2.1.

2.2.1 Memorandums of Understanding which clarify and explain the intent of the Agreement may be mutually agreed to during the term of the Agreement. As a minimum these letters shall:

- a. Be legitimized by signature of the Union President and the local Company Manager.
- b. Each contain a specific review date and must be reissued by the applicable parties.

2.3 If any part of this Agreement is, or is hereafter found to be in contravention of the laws or regulations of the United States or of any state having jurisdiction, such part shall be superseded by the appropriate provisions of such law or regulation so as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made, the Company and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

### **3.0 COMPANY AND UNION SECURITY**

3.1 The Company recognizes the Union as the exclusive Bargaining Agent for the Employees covered by this Agreement. Nothing in this Agreement shall be construed as abridging the rights of the Company, the Union, or individual Employees under the provisions of any applicable law, or as requiring the performance by any of the foregoing of any act in violation of any such law.

3.2 It is the policy of the Company and the Union not to discriminate against any Employee because of race, religion, color, sex, age, or national origin.

3.2.1 Use of the male or female gender in this Agreement shall include the opposite gender.

3.3.1 The Company will, during the term of this Agreement, deduct and remit, monthly to the Union the normal and usual dues uniformly required of its members by the Union, of those Union members as shall voluntarily authorize the Company to do so. Such written authorization must be in lawful, mutually acceptable form, and shall be forwarded to the Company through the Secretary of the Union.

3.3.2 The Secretary of the Union will keep the Company currently advised of the monthly dues to be deducted from the wages of each Employee who, pursuant to Section 3.3.1, shall have filed the required dues deduction authorization with the Union and the Company.

3.3.3 An Employee may revoke his dues deduction authorization by written notice directed to the Union by certified mail. The Union will notify the Company to cease the Employee's deduction. The Company will discontinue the dues deduction no later than the second pay period following notification to the Company.

3.4.1 The Company acknowledges receipt of copies of the Bylaws of Local 127 and the Constitution of the UWUA.

3.5 It is the intent of the Company and the Union to efficiently operate and maintain the Power Generation and Power Delivery assets. It is not the Company's intent to permanently replace the workforce with contractors nor to permanently shift work that is ordinarily done by its employees to contractors. However, it is understood that while the workforce performs most of the work to maintain and operate the Company's assets, there are times when contractors are needed and the Company retains the right to contract work. The Company, in contracting work, will use its best efforts to preserve the good will and harmonious relations existing between the Union and the Company.

3.5.1 The Company and Union shall establish a joint committee comprised of three management representatives and three Union representatives at each of the plants and Power Delivery to meet and discuss the use of contractors and temporary labor (including hiring hall usage) on a quarterly basis. The committee may make recommendations for management's consideration.

3.6 The right to employ, promote, demote, transfer, discipline, lay off, and discharge Employees and the management of the Company is reserved by and exclusively vested in the Company, subject only to the express terms of this Agreement.

3.7 Successors and Assigns Clause. This Agreement shall be binding not only upon the Company, but upon its successors and assigns. This Agreement shall be binding upon the successors of the Employer, and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the sale, conveyance, transfer, assignment, consolidation or merger of the Employer's operations covered by this Agreement or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of the Employer's operations covered by this Agreement, or by change geographical or otherwise, in the location or place of business of the Employer. In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement shall not be sold, conveyed, transferred or assigned to, or consolidated or merged with, any successor without first securing an enforceable agreement of the successor to assume the Employer's obligations under this Agreement.

3.8 For the term of the Agreement, the Company agrees to extend specific job security provisions to Employees represented by Local 127 employed on the date of ratification, subject to the following exceptions. The Company shall not layoff any employee in accordance with Article 14, Section 14.6.5(f) for the term of this Contract, except for:

- a. Annexation of a service territory or;
- b. Sale of a facility or territory or;
- c. Closure of a unit or facility lasting twelve (12) months or longer.

If any of these exceptions were to occur, the Company and Union will meet to discuss the impacts to the bargaining unit and the application of Section 14.6.

This Agreement does not imply the Company cannot modify the structure of the workforce during the term of the Agreement.

#### 4.0 UNION AND COMPANY REPRESENTATIVES

4.1 The Union shall designate an Executive Board which, presently, consists of seven (7) Principal Officers, and twenty-five (25) Executive Board members (Stewards) from the Wyoming Region and also non-Executive Board Stewards as necessary per the Constitution of the Utility Workers Union of America, Local 127.

4.2 The Union will file with the Company, within fifteen (15) days of the signing of this Agreement, the names of the members of the Executive Board and Stewards designated to negotiate the adjustments of grievances under this Agreement. Prompt written notice will be given of any changes in said representation.

4.3 The Company will, within fifteen (15) days of the signing of this Agreement, notify the Union of the names of the individuals or representatives designated by the Company to negotiate the adjustment of grievances. Prompt written notice will be given of any changes in said representation.

4.4 A Steward or Executive Board member shall, upon request to his supervisor, be given reasonable time off with pay at his regular rate, to process within his district any grievance pertaining to the district, plant, or other work group in which he is then acting as the Union's representative.

4.5 Union officers, upon request to the Company, shall be given reasonably sufficient time off without pay to transact Union business.

In the event the Company or the Union has a problem with the requested time off, the Union President and Labor Relations shall meet to attempt to resolve the issue.

4.6 An Employee appointed or elected to represent the Union during contract negotiations with the Company shall be given time off without loss of regular straight-time pay to transact negotiations. The number of Union representatives so entitled to leave with pay shall be subject to mutual agreement between the Company and the Union.

4.7 An Employee appointed or elected to represent the Union at any meeting with the Company called by or agreed to by the Company to discuss any matter covered by this Agreement, except as provided in Section 4.6, upon request to the Company, shall be allowed time off to attend such meeting with pay at his regular rate for the hours required for attendance at

such meeting which otherwise would have been worked by him. The number of Union representatives so entitled to leave with pay shall be subject to mutual agreement between the Company and the Union.

4.8 An Employee selected for an office in the Union necessitating an indefinite leave of absence will be granted such leave of absence and will, at the end of the term of such office, if physically able and capable, be guaranteed reemployment with full seniority, at the then current rate of pay, in their original classification. If the classification no longer exists the Employee will be placed into a position for which he/she is qualified.

4.9 An Employee selected for temporary Union business will be granted time off without pay. The Union acknowledges there are times when the Company cannot release the Employee.

4.10 Accredited representatives of the Union shall have access to all the Company's offices, shops, and stations and the Company will furnish suitable passes.

## **5.0 SETTLEMENT OF DISPUTES**

5.1 While this Agreement is in effect, no strike, work stoppage, or slowdown will be authorized by the Union, and the Company will not engage in a lockout because of any proposed change in this Agreement or of any dispute over matters related to or covered by this Agreement. The Union will take every reasonable means within its power to induce Employees engaged in a strike, work stoppage, or slowdown in violation of this Agreement to return to work; but the Union, its officers, representatives or affiliates, shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof.

## **6.0 GRIEVANCE PROCEDURE**

6.1 The Company and the Union will deal with each other, through their respective representatives, with respect to any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement, or any alleged action of the Company or its supervisors which the Employee feels unjustly or unlawfully affects his job or any benefits arising out of his job. All such matters shall be adjusted in accord with the Grievance Procedure hereafter defined, unless the time limits as established shall be extended by mutual agreement of the parties.

The Union President and the Union representatives identified in Section 4.4 are the appropriate Union representatives to process a grievance under this procedure.

6.2 Step One. In the event a grievance arises between an Employee or Employee(s) and the Company, such grievance shall be discussed between the Employee(s) involved, the Union Steward and the immediate supervisor of the particular district or department within ten (10) calendar days of the date of its occurrence. At such meeting every attempt shall be made to satisfactorily settle the grievance. The supervisor will give a reply within five (5) working days. Failure to reply within the time limit will place the grievance in Step Two unless the time limit is extended by mutual agreement.

6.3 Step Two. If a grievance is not settled at the first step, the Steward shall, within five (5) working days, thereupon prepare and present to the Company Manager at the headquarters or work location involved a written "Notice of Grievance", setting forth, so far as may be applicable:

- a. The nature of the grievance, and the circumstances out of which it arose.
- b. The remedy or correction the Company is requested to make.
- c. The section or sections of this Agreement, if any relied upon or claimed to have been violated.

The Company Manager or authorized representative and Union Steward involved will endeavor, wherever practicable, to settle any grievance at this point, such settlement agreement will be reduced to writing, but if the parties involved do not settle such grievance directly within ten (10) working days after its presentation by the Company or Union then the Third Step hereof shall apply. The Steward shall state in detail the reasons that the proposed settlement is not acceptable and the Working Agreement clauses relied upon to support the Union's position.

6.4 Step Three. The Company's Business Unit Labor Relations Lead or his designated representative shall within twenty (20) working days after receipt of the Union's rejection of the proposed settlement, meet in Wyoming with two (2) principal officers and one (1) area representative of the Union. The pay and expenses of any additional persons involved in this grievance hearing shall be borne by the party who requests

their presence. The Company's representative shall prepare in writing an answer within fourteen (14) working days after the meeting of the Company and Union. If the grievance is not settled and is not submitted to arbitration in the forty-five (45) days period following delivery of the third step settlement by the Company to the Union, the grievance will be canceled without prejudice.

6.5 Termination of an Employee during his probationary period shall not be grievable under the provisions of this Agreement.

6.6 Any Employee alleging that he has been unjustly discharged shall file with the Company a written grievance beginning at Step Three, on the approved grievance forms within ten (10) calendar days after such discharge.

The Company and the Union recognize that such a grievance should be settled at the earliest possible time. Therefore, such grievance shall be heard within ten (10) calendar days of the date of filing by the Union President and Labor Relations or their designated representatives.

Unless mutually agreed by the parties or modified by an arbitrator, an Employee who is found to have been unjustly discharged, suspended, or demoted, such Employee will be returned to work with full seniority and all rights and privileges restored and compensated for all lost time. An Employee shall be deemed to have waived his right to settlement of such an alleged grievance if he fails to file a written grievance within the ten (10) calendar days time limit stipulated herein.

## **7.0 ARBITRATION**

7.1 Any dispute between the Company and the Union not settled under the Grievance Procedure provided by this Agreement may be submitted to arbitration through the American Arbitration Association, unless the parties by mutual agreement obtain another service, in the manner and form provided in this Article.

7.2 Either party may give notice of its intention to arbitrate. The grievance shall be submitted to the American Arbitration Association within thirty (30) calendar days of such notice requesting the American Arbitration Association to provide a panel from which an arbitrator can be selected.

7.3 The arbitration hearing will be held as soon as possible. The arbitrator's decision shall be published, giving the reasons therefore.

7.4 From the inception of the dispute and pending the selection of the arbitrator and the award of the arbitrator, the subject matter of the controversy shall not be changed and the status quo shall, in all respects, be maintained. The award of the arbitrator shall be final and binding on the parties hereto.

7.5 It is agreed that the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement, in any respect whatsoever.

7.6 Each party shall bear the expense of preparing and presenting its own case. Expenses of the arbitrator and any incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto. Either party may request a transcript of the proceedings. If the other party desires a copy, both parties shall jointly share the cost of the transcript.

7.7 To expedite the arbitration of contested terminations, the Company and Union will refer such cases to an arbitrator selected from the parties' designated panel of arbitrators. The panel will be comprised of seven (7) mutually selected arbitrators. Cases will be assigned to an arbitrator as follows:

- a. The first arbitrator on the panel list will be contacted immediately to set a hearing date.
- b. If the arbitrator selected cannot hold the hearing within thirty (30) calendar days, the next arbitrator will be contacted. This procedure will be followed until an arbitrator has been selected.
- c. In the event no arbitrator is able to hold the hearing within the thirty (30) calendar day period, the arbitrator with the earliest availability will be selected.
- d. The panel of arbitrators shall remain in force for the duration of this Agreement unless the parties mutually agree to the removal of an arbitrator. In such event the parties may select a replacement arbitrator.

## 8.0 HOLIDAYS

8.1 The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day. The Company will have the right to schedule not more than thirty percent (30%) of the Employees to observe the Friday before Labor Day as a holiday in lieu of the Friday after Thanksgiving and to work that Friday after Thanksgiving as a scheduled work day.

Sixteen hours of floating holidays will be allocated to regular full-time Employees on December 26 of each year. Eight hours of this allocation is in recognition of the Martin Luther King holiday. Floating holidays will be allocated to regular part-time Employees per the chart in Section 8.4.1. Floating holidays will be allocated to new hires per the chart below and prorated for regular part-time new hires.

Month of Hire	Floating Holidays Hours
December 26 through March 25	16
March 26 through June 25	12
June 26 through September 25	8
September 26 through December 25	4

### 8.2 Holiday Observance and Pay Provisions for Rotating Shift Workers.

#### 8.2.1 Rotating Shift Work is Scheduled.

The calendar day on which the holiday falls is the holiday for the purpose of these sections.

The rotating shift schedule will be following to determine whether an Employee can observe the holiday as a day off or must work on the holiday.

No adjustment of the established rotating shift schedule other than permitted by Section 17.5 or the absence of the scheduled Employee because of sickness, accident, or other approved leave will be permitted.

8.2.2 An Employee who is scheduled to work and does work his normal shift on a holiday will receive pay as provided in Section 19.2.1.2 for the shift worked.

8.2.3 An Employee who has worked a full forty (40) hour work schedule in the work week and is off work on an observed holiday will receive a holiday allowance of eight (8) hours pay at his regular straight-time rate as defined in Section 23.0 for that day.

8.2.4 An Employee who has worked less than a full forty (40) hour work schedule in the work week and is off work on an observed holiday will receive a holiday allowance as provided in Sections 8.4 and 10.11.

### 8.3 Holiday Observance and Pay Provisions for All Employees Other Than Rotating Shift Workers.

8.3.1 When a holiday falls on Sunday, it shall be observed on the following Monday except as provided in Section 8.1. When any such holiday falls on Saturday, it will normally be observed on the preceding Friday; however, the supervisor, upon at least one (1) week's notice, may by mutual agreement with the Employees affected, assign the number of Employees necessary to maintain minimum service to the Company's customers, to work on Friday and observe the holiday on the following Monday.

When an Employee's basic work week is other than Monday through Friday, and a holiday falls on a regularly scheduled day off, then the first work day of the Employee's work week, as defined in Section 18.1, closest to the holiday shall be observed as his regular scheduled day off.

Employees who work a vertical twenty-eight (28) day rotation, by mutual agreement between Employee and supervisor, may be permitted to move the holiday to the beginning or the end of the work week.

8.3.2 No adjustment other than permitted by Sections 8.1 and 8.3.1 of the day on which a holiday is observed by an Employee will be permitted.

8.4 Each regular, full time Employee shall receive in any week in which he is scheduled to observe any holiday a holiday allowance of eight (8) hours' pay at his regular straight-time rate as defined in Section 22.8, provided he works his scheduled shift or is on paid personal time or short term disability leave on his regularly scheduled work days immediately preceding and following the holiday, or works his scheduled shift on one of such days and is on paid disability or other approved leave of absence on the other, or is on paid vacation on such holiday. Temporary Employees will not receive holiday pay for a holiday observed during the first thirty (30) days of such temporary employment.

The Company will hold to a minimum, consistent with its utility responsibility, the number of Employees required to work on a holiday. The normal schedule of the Employees or crews involved will be followed to determine the Employees required on a holiday, with as much notice as possible given the required Employees. The pay of an Employee who is on personal time leave will be handled in accordance with the provisions in Section 9.7.

8.4.1 Part-time Employees will receive pro-rata holidays after thirty (30) days based upon their defined work schedule as follows:

Hours of Work per Week	Holiday Pay for Regular Holidays	Annual Allocation Rate for Floating Holidays
Under 20	0	0
20-29	6 Hours	12 Hours
30-35	7 Hours	14 Hours
Over 35	8 Hours	16 Hours

8.5 Time worked on any Company observed holiday shall be paid for at the overtime rate of pay.

## 9.0 PERSONAL TIME

9.1 Personal Time – Personal time is a bank of days to be used by an Employee when away from work for reasons of vacation, personal illness, accident, family sickness or personal business.

9.2 Eligibility – Each full time and part-time Employees in the classifications covered by this Agreement who shall have completed at least one (1) full payroll month of continuous service, will accrue personal time on a payroll period basis to be credited to his personal time bank each payroll period.

Regular part-time Employees shall receive a pro-rate personal time allowance based on Section 9.2.1 for full time Employees, and pro-rated per the chart below:

Hours of Work per Week	Accrual Rate
Under 20	0%
20-29	75%
30-35	88%
Over 35	100%

This pro-rated benefit will be applied to the schedule in Section 9.2.1 based on the number of years of service as a regular part-time or regular Employee. Years of service are defined as calendar years with part-time work for part-time Employees.

9.2.1 Personal Time Allowance – The number of hours of personal time awarded an Employee at the end of each pay period shall be based on their length of service during the pay period. Personal time allowance is determined by using the following chart:

Personal Time Award Chart

Length of Service	Hours per Year	Hours per Pay Period
1 <sup>st</sup> pay period through 4 <sup>th</sup> year (1 <sup>st</sup> through 48 <sup>th</sup> month)	144	6
5 <sup>th</sup> year through 11 <sup>th</sup> year (49 <sup>th</sup> through 132 <sup>nd</sup> month)	192	8
12 <sup>th</sup> year through 20 <sup>th</sup> year (133 <sup>rd</sup> through 240 <sup>th</sup> month)	240	10
21 <sup>st</sup> year and beyond (241 <sup>st</sup> month and beyond)	288	12

9.3 Pre-scheduled Personal Time – Is a personal leave time which may be granted to begin at any time during the payroll year, due consideration being given to (a) minimum interference with the Company's business and (b) seniority. Employees shall make their personal time leave requests at least fourteen (14) calendar days prior to the beginning date of the requested leave. Approved pre-scheduled personal leave shall not be canceled or changed (by the Company) except for emergencies.

9.3.1 Personal leave schedules for Rotating and Special Shift Workers may be scheduled to give the Shift Worker advantage of his regular days off provided no additional expense is caused the Company by such scheduling.

9.3.2 Seniority rights in preferential scheduling of personal time leave and the Employee's Floating Holiday must be exercised prior to April 1. Each Employee may select only one (1) preferred personal time period which must be continuous. If he elects to split his personal time accrual, the

remainder may not be scheduled until all Employees with less seniority have been afforded a chance to schedule a preferred personal leave period. Scheduling of personal time leave after April 1 will be accepted only on a first come, first served basis.

9.4 Unscheduled Personal Time Leave – Is personal time leave not scheduled as provided in Sections 9.3, 9.3.1, or 9.3.2 whereby an Employee may be allowed to use personal time leave (not to include personal illness or injury, or family illness), provided his request does not create scheduling problems and no additional expense is caused the Company by such scheduling, subject to the notice provisions of Section 10.8.

9.4.1 Unscheduled Personal Time Leave which is used for (a) personal illness or injury or (b) family illness or injury, may at the Company's reasonable discretion, require a physician's verification of disability.

9.5 Rate of Pay – Personal Time Leave pay shall be at the Employee's regular straight-time rate as defined in Section 22.8.

9.6 Disability – In the event that disability as defined in Articles 10 and 11 of this Agreement occurs prior to and interferes with the scheduled personal time leave, the personal time leave may be rescheduled.

9.7 Holidays – If a holiday is observed under this Agreement during an Employee's paid personal time leave, he shall receive holiday pay only for that day.

9.8 Personal Time Carry Over. Employee's individual bank may be carried over to a new payroll year, but limited to 320 hours pursuant to Section 9.9.

Employee personal time balances above 320 hours on March 25, 2005, are addressed per the Letter of Understanding at the end of this Agreement.

9.9 On December 25 of each year, beginning on December 25, 2005, any personal time hours above the 320 hour limit will be deferred into the Employee's Supplemental Disability Leave Bank. Hours above 544 on December 25, 2004, will be given the same treatment. Supplemental hours will be used to supplement disability leaves per Articles 10 and 11.

9.10 Personal Time Pay Upon Termination. All personal time remaining in an Employee's personal time bank will be paid at 100% of the Employee's regular rate when he retires, is terminated by the Company, is laid off, or resigns.

9.11 Personal time will not continue to accrue to an Employee's personal bank when employment ceases under any of the provisions of Section 9.10, except as may be required under Sections 6.4, 6.5, and 6.6.

9.12 Time spent in military service shall be considered time worked for the purpose of determining the rate of personal time accrued under the preceding sections of this Agreement, provided the Employee had left the employ of the Company to enter military service and returned to its employ within such time as may be prescribed by law. Each Employee, upon leaving his job to enter military service, may receive pay for all personal time credited in his personal time bank as provided in Section 9.2.1. Upon resuming work for the Company, as provided above, the Employee will receive, in the year of his reemployment, personal time credits to his personal bank equivalent to what he would have received had he been continuously employed throughout the preceding payroll year, less any payments previously made to him on account of accrued personal time credited for the same prior year.

9.13 Time spent on personal leave of absence in excess of two (2) continuous weeks for reasons other than disability (as defined in Articles 10 and 11), military service, and jury duty, shall not be considered time worked for purposes of per pay period personal time accrual.

9.14 Time spent on Short Term Disability Leave shall be considered time worked for purposes of per pay period personal time accrual.

9.15 Personal time credits shall not accrue while an Employee is receiving or eligible to receive insurance benefits under the Company's Long Term Disability Income Insurance Plan.

## **10.0 SHORT TERM NON-OCCUPATIONAL DISABILITY PLAN**

10.1 The Company agrees to provide the following Disability Benefit Plan in order that eligible Employees may be insured against loss of pay when unable to work because of non-occupational illness or injury. The Union pledges its cooperation with the Company in preventing abuse of the Plan by its members and in the enforcement of Section 10.9 hereof.

The complete details of this plan are contained within the Plan Document and summarized in the Summary Plan Descriptions. Both are available to Employees covered by this Agreement.

10.2 Cost of Plan. The entire cost of the Disability Benefit Plan shall be borne by the Company.

10.3 Definition of Disability. Any bona fide non-occupational illness or injury which results in the inability of an Employee to perform the duties of their job shall be considered disability for the purpose of this section, subject to the exclusions listed under the following Section 10.4.

10.4 Exclusions. No Employee shall receive benefits under the Plan for any disability which is contributed to or caused by:

- a. Intentional self-inflicted injury;
- b. Participation in a felony or in a violent disorder or riot; or
- c. An act of war (declared or undeclared).

10.5 Eligibility. Each full-time and regular part-time Employee on the first day of the month following start of full-time employment shall be eligible for benefits under this Plan.

10.6 Plan Coverage. An Employee who suffers a disability as provided in Section 10.3 shall, subject to the provisions of this Article 10.0, receive Short Term Non-Occupational Disability Benefits as provided herein.

10.6.1 The initial five (5) days or forty (40) hours of the disability waiting period shall be paid from an Employee's personal time bank provided there is a remaining balance credited. An Employee who suffers a disability and has no remaining personal time credit in his bank will receive no pay for the initial forty (40) hour waiting period.

10.7 Benefits that begin after an Employee has been off work for forty (40) hours, pro-rated for part-time Employees, shall continue until the date of certification by a licensed physician that the Employee is capable of (a) returning to work in his regular job or (b) when the Employee applies for and receives insurance benefits under the Company's Long Term Disability Income Insurance Plan, but in no case to exceed a period of six (6) months from the date the disability occurred or the date the Employee was no longer able to work, whichever is latest.

10.7.1 Five (5) consecutive work days shall be defined as forty (40) hours of work, pro-rated for part-time Employees, the Employee is off work from the same disability within a ten (10) consecutive work day or eighty (80) hour period. The Employee's sixth day of disability, or hours above forty (40) would start the short term disability period.

An Employee who has met the forty (40) hour requirement, as defined in this Section, who has been receiving short term disability benefits and who is released to return to work, shall not have to meet another forty (40) hour requirement if he becomes unable to perform his duties and provides medical certification from a licensed physician substantiating a recurrence of the same injury or illness within fourteen (14) calendar days of his return to work. If the accumulated periods of disability exceed a total of six (6) months, the Long Term Disability Plan will become effective.

Employees who have exhausted their short-term disability benefit and have not qualified for long-term disability benefits and are unable to return to work will be provided two (2) additional months of unpaid leave in which to attempt to qualify for long-term disability benefits or return to work. At the end of these two (2) months, if the Employee has not returned to work or qualified for additional benefits, their employment may be terminated. If the Employee subsequently qualifies for long-term disability benefits during the next four (4) months, (a total of six (6) months) they will be viewed as having qualified for such benefits and their rights will be restored.

10.7.2 The benefit paid to an Employee under Section 10.7 shall be equal to seventy-five percent (75%) of his regular straight-time rate of pay for the hours of a normal work day.

10.7.3 An Employee who has hours credited to and remaining in their supplemental disability leave bank (see Section 10.15), will automatically have hours subtracted from the bank which, when applied to the short term disability compensation provided under Section 10.7.1, will increase the disability provision to one hundred percent (100%) of the Employee's regular straight-time rate of pay.

10.7.4 An Employee who has hours credited to and remaining in their personal time bank and who does not have any hours in their supplemental disability leave bank may apply the required number of hours from their personal time bank to bring their disability compensation provided under Section 10.7.2 up to one hundred percent (100%) of their regular straight-time rate of pay.

10.8 Notice and Evidence of Disability. An Employee unable to report for work because of illness or injury shall notify the designated supervisor of his absence and the reason therefore as promptly as his available means of communication permit. Such notice shall not be given less than one (1) hour before the beginning of his shift. Such notice by a Jim Bridger Plant Employee shall not be given less than one and one half (1 ½) hours before the beginning of his shift.

In order to receive benefits under Section 10.7, the Employee shall make application to the Company and provide medical evidence of disability on forms to be provided by the Company. The expense of such medical evidence shall not be borne by the Company. The Company, at its option, may require an examination of an Employee absent because of claimed disability either during the period of such claimed disability or upon the Employee's return for work, by a physician to be designated and paid for by the Company. Medical evidence will be accepted from any physicians licensed to practice medicine and surgery, including a doctor of osteopathy, a physician's assistant, a podiatrist, a dentist, a clinical psychologist, an optometrist, a naturopath, a nurse practitioner, a nurse-midwife or clinical social worker authorized to practice and performing within the scope of their professional license, Christian Science practitioners who are listed with the First Church of Christ Scientist in Boston, Massachusetts, and chiropractors. Also includes any medical care provider recognized under the Company health plan.

10.9 Employee Responsibility. Misrepresentation by an Employee of the facts with respect to any disability for which benefits may be claimed by the Employee under this Plan shall disqualify the Employee for such benefits, and shall be just cause for disciplinary action.

10.10 If any Employee's regular rate of pay changes while they are receiving disability pay, their disability under this Article will be adjusted accordingly.

10.11 Additional Disability Compensation. In the event that a non-occupational disability is incurred by a regular full time Employee and the disability is covered by any state, federal or other disability benefit law, the benefits provided in Section 10.7 shall not be superseded thereby; but in no case shall the sum of such state, federal or other disability benefits or compensation and the benefits under the Short Term Disability Plan or the Long Term Disability Insurance Plan exceed the benefits otherwise payable under Section 10.7.

The Employee will be paid a disability allowance equal to the difference between the percentage provision provided herein and the amount of state, federal or other compensation.

- 10.12 Payment of benefits under this Article 10 shall cease if:
- a. You no longer meet the definition of an eligible Employee (retired or terminated);
  - b. You no longer meet the definition of disability;
  - c. You fail to provide requested information, proof of disability, or relevant medical records;
  - d. You misrepresent facts or falsify records pertaining to your disability claim;
  - e. You perform work outside of PacifiCorp;
  - f. You fail to remain under the care of a licensed physician or to follow recommended courses of treatment, including participation in requested independent medical exams;
  - g. You fail to return to work when allowed by your physician;
  - h. You fail to accept or participate in suitable light-duty work offered by the Company and approved by a qualified physician;
  - i. You refuse to cooperate with an assigned nurse, vocational counselor, or similar professional;
  - j. You engage in activities that impede your return to work.

or when insurance benefits under the Company's Long Term Disability Income Insurance Plan begin.

10.13 Holiday. No disability benefits shall be paid for any day for which holiday pay is paid under this Agreement.

10.14 Personal Time. If an Employee is on paid Personal Time off and suffers a disability, he shall notify the Company of such disability as promptly as available means of communication permits. If the disability continues for five (5) consecutive calendar work days and the Employee would have worked those days within his normal work schedule, the Employee will be eligible for benefits under this Article 10 provided that the verification requirements of Section 10.8 are met.

Any Employee who does not report to work due to their own personal illness as described in this Section of the Agreement and Section 9.4.1, must use their allocated personal time to cover their absence. No time off without pay (TOWP) will be granted if an Employee has personal time hours available. This includes the forty (40) hour waiting period to qualify for short-term disability benefits and any leave under the Family Medical Leave Act (FMLA).

If an Employee has scheduled personal time per Section 9.3 and has exhausted their personal time due to these provisions, TOWP will be granted to cover the previously approved time off.

Requests for extended TOWP that is not covered under the FMLA is addressed in the Leave of Absence Policy contained within this Agreement.

10.15 Supplemental Disability Benefit Leave Bank. An Employee who, under the previous Disability Benefit Plan, has earned hours credited to and remaining in the Plan on December 25, 1986, shall have one half (1/2) or fifty percent (50%) of the total hours placed in a Supplemental Disability Leave Bank.

10.15.1 An Employee who, following layoff or leave of absence, returns to active employment with the Company within three (3) years of the start of such layoff or leave, and whose date of beginning continuous service is retained in accord with the provisions of Section 21.11 hereof, shall be entitled to restoration of the hours remaining in their Supplemental Disability Leave Bank at the time they left active employment.

10.15.2 Upon the retirement or termination of employment of an Employee for any cause, all current benefit credits in the Supplemental Disability Leave Bank will be canceled, subject, however to the provisions of Section 10.15.1.

## 11.0 SHORT TERM OCCUPATIONAL DISABILITY PLAN

11.1 The Company agrees to provide the following Disability Benefit Plan, in order that eligible Employees may be insured against loss of pay when unable to work because of extended illness or injury. The Union pledges its cooperation with the Company in preventing abuse of the Plan by its members and in the enforcement of Section 10.9.

11.1.1 Injured Workers Oversight Committee. The Company and Union agree to form an Injured Workers Oversight Committee. This committee will consist of two (2) individuals appointed by the Company and two (2) individuals appointed by the Union. The committee will meet no later than three (3) months after ratification of the collective bargaining agreement and periodically thereafter as needed.

The committee will work to ensure that all workers injured on the job understand all benefits entitled to them by the Wyoming Workers Compensation regulations in coordination with the applicable PacifiCorp supplemental pay.

Additionally, the committee will review the Company's Light Duty Policy and make recommendations for consistent application.

11.2 Cost of Plan. The entire cost of the Disability Benefit Plan shall be borne by the Company.

11.3 Definition of Disability. Any bona fide occupational illness or injury which results in the inability of an Employee to perform the duties of his job shall be considered disability for the purpose of this Section.

11.4 Plan Coverage. An Employee who suffers a disability as provided in Section 11.3 shall, subject to the provisions of this Article 11.0, receive Short Term Occupational Disability Benefits as provided herein.

11.5 Occupational Illness or Injury. Benefits shall begin on the next scheduled work day following the date of injury or illness, which renders an Employee unable to report to work and shall continue until the date of certification by a licensed physician that the Employee is capable of (a) returning to work in his regular job or (b) when the Employee applies for and receives insurance benefits under the Company's Long Term Disability Income Insurance Plan, but in no case to exceed a period of six (6) months to the day the disability occurred or the date the Employee was no longer able to work, whichever is latest.

An Employee on the date of injury will receive compensation at his regular straight-time rate as if he had worked a regular shift.

An Employee released by the State Worker's Compensation Board for return to work within said six (6) months' period, but who is unable to perform any job made available to him by the Company, will continue to receive from the Company seventy-five percent (75%) of his regular straight-time wages for the balance of said six (6) months.

11.5.1 The benefit paid an Employee under Section 11.5 shall be equal to seventy-five percent (75%) of his regular straight-time rate of pay for the hours in a normal work day.

11.5.2 An Employee who has hours credited to and remaining in his personal time bank but no hours in their Supplemental Disability Leave Bank may apply the required number of hours from his bank to bring his disability compensation provided under Section 11.5.1 up to one hundred percent (100%) of his regular straight-time rate of pay.

11.5.3 The hours credited to and remaining in an Employee's Supplemental Disability Leave Bank will be used first to increase an Employee's disability provisions under Section 11.5.1 to one hundred percent (100%) of his regular straight-time rate of pay.

11.6 In the case of any disability incurred by a regular Employee in the service of the Company which is covered by State industrial Insurance or Worker's Compensation, the Company will pay to such disabled Employee an occupational disability allowance equal to the difference between seventy-five percent (75%) of his regular straight-time wages and the amount of state compensation for such period as he may be receiving for a maximum period of six (6) months from the day the disability occurred or the date the Employee was no longer able to work, whichever is latest.

11.7 Payment of benefits under this Article 11 shall cease per the provisions of Article 10.12.

## **12.0 EMPLOYEE TRAINING**

12.1.1 The Company and the Union will jointly establish and administer formal training programs for the advancement of qualified Company Employees to become Journeymen, Power Plant Operators, Power Technicians and Estimators.

Joint Training Committees are established as follows: Power Plant Journeyman Training Committee, Region Operations Journeyman Committee, Power Plant Operator Training Committee, and Technician Training Committee.

12.1.2 The Company and the Union shall each appoint equal Representatives to serve on each of these Committees as follows:

- a. Power Plant Journeyman - Two (2) each
- b. Region Operations Journeyman - Three (3) each
- c. Power Plant Operations - Two (2) each
- d. Technician - Two (2) each

The Union and the Company may each designate one (1) ex-officio member.

12.1.3 Joint Training Committees shall (1) establish level of competence that the Trainee must attain during each six (6) months period of training and (2) establish a selection procedure that will assure that Trainee candidates can complete the training as scheduled.

12.1.4 Joint Training Committees will meet at least annually to update qualified applicants and to qualify new applicants.

12.2.1 Any Employee who desires to be considered for training may make application for the desired training position on forms to be provided by the Company with a copy to the Union. The application must show all educational attainment, training and experience which the Employee wishes considered in processing his application.

**Qualified Assistant Auxiliary Operators will have the first opportunity to be placed on the AO training list. Qualified AO's will have the first opportunity to be placed on the Journeyman CO list. When there is a vacancy for an AO or Journeyman CO, the senior operator from the respective list will be offered the training position. The successful candidate will be given dedicated training time to complete the training.**

**In the event there are not Qualified Operators, on either the AO training list or the Journeyman CO list, the Company, at their**

discretion, may fill the position by hiring from the street or allowing the AAO training list to be utilized to fill the AO vacancy.

Formal competency based training will be set up by the Joint Power Plant Operator Training committee. The committee will establish levels of competence that the trainee must attain during the training period.

Employees completing the training for AAO and AO positions will be obligated to remain in an operator classification for a period equal to the time required to complete the training program. Employees completing the training for Journeyman CO will be obligated to remain in the classification as per section 12.5.8.

Applications from Employees with less than six (6) months continuous service will only be processed by the Joint Training Committee if a vacancy cannot be filled from the Training Pool Roster.

12.2.2 The names of applicants who meet the Joint Training Committee's selection standards and who are specifically recommended by both the Union and the Company will be entered on the Training Pool Roster for the desired training position in order of seniority. An applicant who is not accepted will be advised in writing of the deficiency, the action which can be taken to eliminate the deficiency, and the time for reapplication to the Joint Training Committee, which shall be no sooner than six (6) months from the date the application was rejected.

12.2.3 When a vacancy occurs for a Trainee or an Assistant Technician, the senior Employee on the roster for that training program will be offered the position. The Employee will be allowed five (5) calendar days to accept or reject the offer.

Upon accepting the training position, the Employee must satisfactorily pass a physical examination, scheduled and paid for by the Company. Upon accepting the training position, the Employee's name shall be removed from all other training listings. The Employee must also certify in writing his willingness to move: (1) as required by the Company during his training period; and (2) upon satisfactory completion of his training, to fill a vacant position for which he is trained, within ninety (90) days period after completion of training, except that thermal plant trainees shall have a six (6) month period during which the provisions of Section 12.2.4 shall apply.

The Joint Operations Journeyman Training Committee shall meet as required to determine the minimum needs for lineman trainee climbing pre-qualifications, based on operational needs, for each area trainee list. The applicants shall be processed through an appropriate climbing school approved by the Joint Region Operational Journeyman Training Committee. Refusal to attend the climbing school shall cause the applicant to be dropped from the lineman training lists. Those applicants successfully completing this school will be placed at the top of the respective trainee list and shall be required to accept the first training opportunity made available to them. Refusal to accept the training opportunity shall cause their name to be removed from all trainee lists for a one (1) year period but shall not be allowed to reapply for lineman training for a five (5) year period.

12.2.4 In thermal plants an Employee upon satisfactory completion of a training program shall be assigned in order of seniority to the first available budgeted opening at their location for which they have been trained. Such filling of vacancies will take precedence over the normal bidding procedure. If there are no Employees who have completed training at the location of the vacancy, the bidding and transfer procedures will be used and Employees who have completed training at other locations shall have all rights under these procedures.

12.2.5 If an Employee rejects an offer for a given training program, the Employee's name will be removed from that specific training program listing and shall not be eligible to reapply for that specific training program listing for two (2) years.

12.2.6 Beginning February 19, 2005, and for the term of the Agreement, the Generation Business Unit agrees that when a Journeyman (Plant Mechanic or Control Electrical Technician) is hired from outside the bargaining unit, the next Journeyman vacancy will be filled by an apprentice. The apprenticeship will meet the needs of the Company.

The parties will maintain a running total of apprentices and new Journeymen to ensure at least a one to one ratio of new apprentices to new hired Journeymen is maintained up to a maximum ratio of one (1) apprentice for every three (3) Journeymen at Wyodak and one (1) apprentice for every two (2) Journeymen at Dave Johnston and Jim Bridger. If the ratio of apprentices to Journeymen is met or exceeded at a plant, the one to one hiring ratio will not apply.

12.2.7 The parties acknowledge that future staffing requirements due to retirements are complicated to predict. As an aid to

future staffing, the Company and Union agree to the concept of Apprentice-Qualified (AQ) status whereby an Employee is guaranteed an apprenticeship within two (2) years. The Employee continues in their current job and **must complete** the required computer based training in preparation for their apprenticeship. **Failure to complete the required computer based training during this (2) year period will make the employee ineligible for the next vacant apprentice position.**

The senior Employee on the appropriate training pool will be awarded available positions. The Employee is required to progress through the program and achieve milestones as determined by the training program and monitored by the Joint Training Committee.

12.2.8 Plant Mechanic Trainees and Plant Control and Electrical Technician Trainees shall be allowed to challenge either six (6) months or one (1) year of their training program. Challenges will be based on past experience or previous college level courses. The Plant Journeyman Training Committee will decide, based on a written test, practical test, and oral interview, the amount of time a training program will be shortened.

12.2.9 A Helper who has worked five (5) years in the mechanical maintenance shop and/or an Operator who has been an Operator or higher for five (5) years shall have his Mechanic Training program shortened by six (6) months.

12.2.10 An Operator who has been an AO or higher for five (5) years shall have his Control and Electrical Technician training program shortened by six (6) months.

12.2.11 The maximum amount of time a Plant Mechanic or Control and Electrical Technician training program will be shortened is one (1) year.

12.2.12 A Trainee who enters a shortened training program will be required to complete all standard training requirements within the shortened time period.

12.2.13 A Trainee's six (6) month progression step shall be shortened relative to the time his training program was shortened.

12.3 Journeyman training positions may be established where adequate training is available and shall not exceed (a) one (1) Lineman Trainee on each regularly established line crew or (b) one (1) Trainee to each Journeyman in the non-climbing branches of the trade.

12.4 A Trainee shall not be permitted to perform the duties regularly performed by a Journeyman unless he is accompanied by and under the direct supervision of a Journeyman, except as otherwise provided.

For the purpose of this Section, a Meterman Trainee is an Employee who, depending upon his ability and training (a) does routine testing of residential meters, (b) does instrument transformer and meter wiring in the shop, (c) reads demand meters and changes charts and tapes and is under the supervision of a Journeyman Meterman.

During the first five (5) six-month periods of training, a Meterman Trainee shall not be assigned to a District having less than two (2) Journeyman Metermen. A District Meterman is considered a Journeyman for purposes of assigning a Trainee.

12.4.1 A Plant Mechanic Trainee is a productive Employee who under the indirect supervision of a Journeyman may perform work independently for which they have demonstrated competency. The Plant Training Committee will determine the competency milestones. Productive work cannot interfere with their training. For purposes of this Section, indirect supervision is defined as being available on site to answer questions.

A Trainee may take the place of a Journeyman on a job which requires two (2) or more Journeymen.

After demonstrating competency and when performing certified welding, the Trainee will receive the top step Trainee rate plus seven percent (7%).

12.4.2 A Plant Control and Electrical Technician Trainee is a productive Employee who under the indirect supervision of a Journeyman may perform work independently for which they have demonstrated competency. The Plant Training Committee will determine the competency milestones. Productive work cannot interfere with their training. For purposes of this Section, indirect supervision is defined as being available on site to answer questions.

A Trainee may take the place of a Journeyman on a job which requires two (2) or more Journeymen.

12.4.3 During the first year of the Estimator training, the Trainee should perform his assigned estimating duties under direct supervision; during the second year of the training the Trainee should perform his

estimating duties under limited supervision; and during the third year, the Trainee should be able to perform on his own, with guidance and supervision as required.

12.5.1 A Trainee who satisfactorily completes each six (6) months' period of training will be advanced and receive the pay rate for the appropriate training step as shown in Article 23.0.

12.5.2 When a Journeyman Trainee satisfactorily completes the training program, he shall be reclassified a Journeyman at the Journeyman rate of pay.

When an Assistant Technician satisfactorily completes the training program, he shall be reclassified as Journeyman Technician at the Journeyman Technician rate of pay.

12.5.3 D.J. Plant When a Power Plant Operator Trainee satisfactorily completes training for Assistant Auxiliary Operator, he shall be held at the top Trainee rate of pay until assigned to a regular Assistant Auxiliary Operator position. As he satisfactorily completes training for Auxiliary Operator and Control Operator, he shall likewise be held at his regular classification rate until assigned to a regular vacancy in the higher classification. However, for any time that he is assigned to take shift alone at a higher classification, he shall be paid the rate for that higher classification.

12.5.4 J.B. Plant When a Power Plant Operator Trainee satisfactorily completes training for Scrubber Operator, he shall be held at the top step Trainee rate of pay until assigned to a regular Scrubber Operator position. As he satisfactorily completes training for Assistant Auxiliary Operator, Auxiliary Operator and Control Operator, he shall likewise be held at his regular classification rate until assigned to a regular vacancy in the higher classification. However, for any time that he is assigned to take shift alone at a higher classification, he shall be paid the rate for that higher classification.

12.5.5 A Trainee may voluntarily terminate his training status by requesting reclassification and transfer at his expense to an existing vacancy for which he is qualified.

12.5.6 A Trainee whose training status is terminated by the Company for his failure to meet training standards as established by the appropriate Joint Training Committee shall be laid off. An Employee laid

off under the provision of this Section, who at the time of termination has a seniority date, will be considered for re-employment in any Helper vacancy that exists after the vacancies created by his termination have been filled by promotion of other eligible Employees.

12.5.7 An Employee who completes a training program and then refuses assignment by the Company to a vacant position for which he was trained, may be terminated without rehire rights.

12.5.8 An Employee who completes Journeyman training and who, prior to completion of one (1) year's service in a Journeyman level position, bids or transfers to a non-journeyman position, shall relinquish all rights to return to the Journeyman position for which he was trained.

12.5.9 An Employee whose classification is changed under the provisions of Sections 12.5.5, 12.5.6, or 12.5.7 after the first six (6) months in the training program shall not be accepted as a Trainee under any training program thereafter, for a period of time equal to the time that such Employee was previously employed as a Trainee in the prior training program.

12.6 Employees shall have the right of appeal from any decision of the Joint Training Committee through the Grievance Procedure.

### 13.0 SENIORITY

13.1 Seniority Defined. Seniority is defined as the length of continuous service worked by an Employee within this bargaining group which entitles such Employee to preference in promotions, transfers, layoffs, and rehires.

Effective March 26, 1980, an Employee covered by this bargaining agreement may transfer his seniority between bargaining units of Local 127, U.W.U.A., subsequent to the transfer of the Employee via the preferential transfer request administrative procedure.

13.2.1 When Acquired. Seniority shall first be acquired by a regular Employee on the day following the completion of six (6) months' continuous service and shall date back to the first day of such service.

13.2.2 Part-time Employees shall accumulate seniority according to the number of actual hours worked.

13.3 An Employee's seniority status and date shall not be affected by absence from work on account of:

- a. Illness under approved sick leave, or
- b. Injury in line of duty covered by Worker's Compensation, or,
- c. Time spent on approved leave of absence for service in the Armed Forces of the United States, provided the Employee returns to the Company's services following release from military service within six (6) months of first becoming eligible for release from military service, or
- d. Service as a regularly empaneled venireman or juror as required by a Court, or
- e. Layoff, provided the Employee is re-employed by the Company within a period of three (3) years following such layoff, or
- f. A regularly approved leave for reasons other than those stipulated in (a), (b), (c), (d), and (e) above, provided such leave does not exceed one (1) year in length, or
- g. A regular approved leave for full time employment as an officer or agent of the Union as provided in Section 4.8.

13.4 Loss of Seniority. An Employee shall forfeit all accrued seniority, and, if re-employed subsequently, have only the status of a new Employee, under any of the following conditions:

- a. When he resigns his employment with the Company, or
- b. When he is discharged for just cause, or
- c. When he is laid off for a period exceeding one (1) year, or
- d. When, following layoff, he fails to report for work within two (2) weeks after written notice from the Company, or
- e. When absent on a regularly approved leave of absence for reasons other than sickness, occupational injury, jury duty, or military service, for a period exceeding one (1) year, or
- f. When he fails to return to work at the expiration of a leave of absence.

13.5 Any dispute arising under Articles 13 and 14 will be handled under the Grievance Procedure.

13.6 The Company will prepare and post appropriate seniority lists annually, with copies to the Union. (Should there be any discrepancy, Article 13.1 shall govern.)

13.7 An Employee promoted by the Company or transferred to a regular position outside this Agreement shall retain seniority acquired at the time of transfer but this shall not apply beyond one (1) year from the date of the promotion or transfer.

An Employee promoted by the Company or transferred to a regular position outside this Agreement shall be subject to a trial period of six (6) months during which the Employee or the Company would have the option to terminate the trial. Should the Employee leave the non-Union position during the six (6) month trial period, the Employee will be returned to his former position.

An Employee transferred by the Company to a temporary job outside of this Agreement shall retain seniority acquired at time of transfer but this shall not apply beyond five (5) years from the date of the transfer.

An Employee who has been receiving benefits under the Company's Long Term Disability Income Insurance Plan, and who subsequently recovers so that he can return to employment with the Company shall have all seniority restored including seniority credit for the time spent on L.T.D.I.

## **14.0 CHANGES IN THE WORK FORCE**

### **14.1 General Provisions**

14.1.1 Notice of Layoff. The Company will give regular Employees who have acquired seniority status and the Union President or his designated representative two (2) weeks' notice of the Employee's impending layoff.

### **14.2 Promotions**

14.2.1 Notice of openings in regular jobs in the classifications specified for posting in the Wage Schedule of this Agreement will be posted

on the Company's bulletin boards. Such notice of vacancy will remain posted for ten (10) calendar days and will state the job classification and location.

14.2.2 Employees desiring to be considered shall make written application on forms to be furnished by the Company setting forth their qualifications for the job, as directed on the bid notice. It shall be the responsibility of the applicant to provide all information on the bid application form which they believe is important for proper consideration of their qualifications. Such applications shall be mailed within ten (10) calendar days of the date of posting of the bid notice, via U.S. Mail, with one (1) copy to the Company and one (1) copy to the Union. Mailing addresses for the Company and Union offices are shown on the bid notice.

Employees may not submit a job bid or request a transfer to a new District or Plant if they are on disability and unable to provide medical verification that they will be fully released to perform the job duties within thirty (30) days after the job bid closing date.

14.2.3 In selecting the Employee for the job opening so posted, the qualifications to be considered shall be ability, knowledge of the work, experience, physical fitness, and seniority. In any test necessary to determine the ability and knowledge of the work required to perform the job, the Union will be afforded the opportunity to have a representative review the test and be present during the testing. The test grade shall not be the sole factor in selecting the successful bidder. Seniority shall govern among the applicants who are qualified. An Employee in their probationary period is allowed to accept no more than two (2) lateral transfers and one (1) bid or promotional transfer during such probationary period.

Qualified for the purpose of this section is defined as the ability of the successful bidder to assume all duties and responsibilities of the position and to produce at an acceptable standard following a minimum break in period, but without further training.

An Employee who has served less than three (3) years employment as a Journeyman under this bargaining agreement, since (1) his date of hire as a Journeyman, or (2) his date of completion of Journeyman training will not be considered qualified for bid or promotion to Serviceman, Line Patrolman, or to a regular position that requires the direction of others.

An Employee who has served less than three (3) years as a Journeyman under this bargaining agreement since (1) his date of hire as a Journeyman, or (2) his date of completion of Journeyman training will not

be considered for promotion to an upgrade position that requires the direction of others.

14.2.4 The Company may temporarily assign a qualified Employee to a vacancy (a) for a period not to exceed six (6) months to fill a temporary job, or (b) for such period as will provide the Company reasonable time for the posting, reception of bids, and consideration of bids for the filling of a regular job. Except as otherwise provided in this Agreement, preference to temporary assignments will be given to the senior qualified Employee, at that headquarters, provided this does not disrupt crews, or job continuity, or does not cause additional cost to the Company.

A series of temporary assignments to cover vacation relief, sick or accident relief, or short term temporary work shall not be considered as a single continuing vacancy for the purpose of subsection (a) above.

14.2.5 Selection of the successful bidder will be made, if possible, within thirty (30) calendar days of the date of closing of the notice of job vacancy. If such selection is not made within such time, notice of the delay and reason therefore will be posted on the Company's bulletin boards. Notice of selections made will likewise be posted. If the person selected is not the senior bidder, those senior to him will be promptly notified in writing as to the reason they were not selected.

14.2.5.1 An Employee selected for a new position, other than a lateral transfer, shall be awarded the job with an evaluation period of six (6) months in which to demonstrate ability. In the event the Employee is not successful in their new position and is removed from that position during their evaluation period, the Employee will have sixty (60) days to successfully bid a vacancy or be placed in a vacancy in their previous classification at their current work location. If the Employee is not successful in bidding a vacancy during the sixty (60) day period, they will exercise their rights under Section 14.6 of this Article and any move to a new location will be at the Company's expense per Article 14, Section 14.4.3.

14.2.6 Vacancies in the Logistics Foreman, General Line Foreman, Facilities Specialist, Equipment Serviceman Working Foreman, and Site Agent positions shall be filled as follows:

- a. 1. The Company shall identify work locations.

2. Upon location identification, the jobs will be posted and bid as per 14.2.1.
  3. Upon closure of bidding, a Joint Selection Committee (composed of 3 Management and 3 Union appointed members) will interview all qualified applicants and will select the successful candidate. The committee will stay in session until a decision is reached.
- b. The minimum requirements for consideration (if applicable) are as follows:
1. Working knowledge of the Foreman's Specification Book.
  2. A familiarity with the Specifications Book including the ability to locate and interpret all sections of the Specifications Book.
  3. Shall possess the ability to review job papers for complete understanding of the job, including the requirements for material and equipment to successfully complete the job without support.
  4. Knowledge of the Accident Prevention Manual and the ability to carry out responsibilities outlined in the manual.
  5. An understanding of work equipment and tools. This includes knowing their application and limitations.
  6. The ability to properly report a job.
  7. The ability to supervise a job. Possess the knowledge of how to construct a job in accordance with instructions, drawings, and specifications.
  8. Knowledge of the Working Agreement and the ability to administer the Agreement for their crew.

- c. Any Journeyman who has completed a minimum of five (5) years as a lineman and three (3) years as a District Line Foreman under this Agreement is eligible to bid for the position of General Line Foreman.
- d. A Logistics Worker is eligible to bid for the position of Logistics Foreman.
- e. Any Journeyman Estimator, Journeyman Lineman, or position with equivalent education and experience is eligible to bid for the position of Site Agent.

14.2.7 Any Journeyman who has completed a minimum of three (3) years employment as Journeyman under this Agreement is eligible to bid for the positions of Transmission & Substation Foreman, District Line Foreman, District Meterman, Meter Working Foreman, Wireman Working Foreman, Control & Electrical Working Foreman, Plant Mechanic Working Foreman, Coal Handling Yard Working Foreman, Maintenance Yard Working Foreman, Senior and Lead classifications. Vacancies for these positions will be filled by seniority on the pool roster.

- a. The minimum requirements for consideration (if applicable) are as follows:
  - 1. Working knowledge of the Foreman's Specification Book.
  - 2. A familiarity with the Specifications Book including the ability to locate and interpret all sections of the Specifications Book.
  - 3. Shall possess the ability to review job papers for complete understanding of the job, including the requirements for material and equipment to successfully complete the job without support.
  - 4. Knowledge of the Accident Prevention Manual and the ability to carry out responsibilities outlined in the manual.
  - 5. An understanding of work equipment and tools. This includes knowing their application and limitations.

6. The ability to properly report a job.
  7. The ability to supervise a job. Possess the knowledge of how to construct a job in accordance with instructions, drawings, and specifications.
  8. Knowledge of the Working Agreement and the ability to administer the Agreement for their crew.
- b. Unsuccessful candidates may re-apply for consideration and re-examination by the Four Person Site Joint Examination Committee at the end of six (6) months after being advised by the Committee of failure to qualify for replacement on a roster.
- c. Vacancies in classification under this Section shall be posted in accordance with Section 14.2. Employees who are currently in the classification and wish to transfer or who have been placed on the pool roster by the Joint Qualification Committee and desire the job vacancy shall make written application on the approved form to Labor Relations with a copy to the Union.

14.2.8 No loss of seniority status on a classification roster shall occur as a result of declining an offered vacancy. Promotion moves shall be paid by the Company in accordance with Section 14.4

### 14.3 Transfers

14.3.1 An Employee in any Journeyman classification which is not biddable, who desires to transfer within classification to another location in the Wyoming Region shall make written application to Labor Relations and the appropriate Plant or District Manager with copies to his immediate supervisor and the Union.

14.3.2 An Employee who desires to transfer to or within a classification, other than Journeyman, which is not biddable, shall make written application to the appropriate Plant or District Manager with a copy to the Union setting forth all training, knowledge and experience which he feels qualifies him for the desired position. His application will be considered as set forth in Section 14.2.3.

14.3.3 Request for transfer as provided in Sections 14.3.1 and 14.3.2 may be made at any time during the term of this Agreement and are valid only for the balance of that term.

Transfer requests must be renewed every year and will be valid immediately if a renewal is received within thirty (30) calendar days prior to the Contract Anniversary Date, provided a previous Transfer Request was on file for thirty (30) or more calendar days prior to the Contract Anniversary Date. Transfer Requests or renewals received within thirty (30) calendar days prior to the Contract Anniversary Date will be considered a valid Transfer Request for the succeeding year.

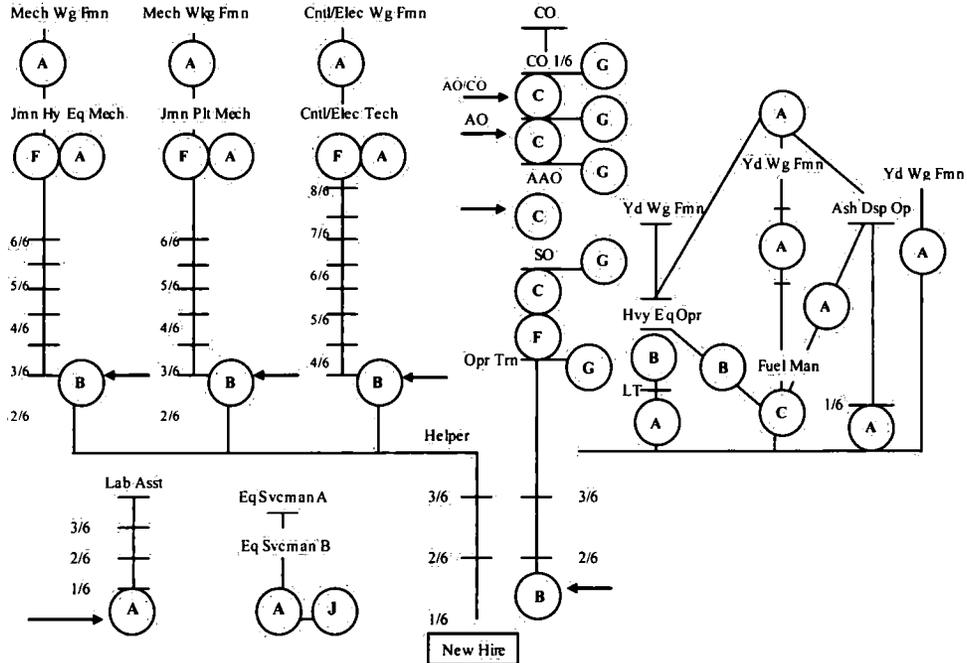
14.3.4 Such requests for transfer or change in classification that are received and are filed thirty (30) or more calendar days prior to the existence of an approved vacancy, will be considered in order of seniority, except as excluded by Section 14.2.2. The Company will not hire a new Employee for any regular job vacancy for which such transfer requests are currently filed, until consideration and preference has been extended to qualified applicants for such vacancy.

14.3.5 The following charts establish the order of promotional progression for all classifications covered by this Agreement.

#### **CODES FOR PROMOTIONS CHARTS**

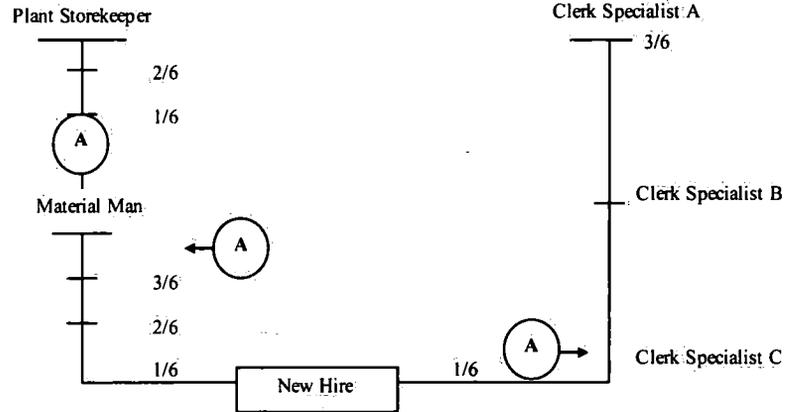
- A BID POSITION
- B TRAINING COMMITTEE LISTING
- C TRANSFER REQUEST FROM SENIOR QUALIFIED EMPLOYEE
- D ASSIGNMENT OF COMPLETING TRAINEE
- E HELD POSITION A WAITING REGULAR VACANCY
- F ELECTRICALLY TRAINED JOURNEYMAN
- G OUTSIDE HIRE OF QUALIFIED PERSON
- H JOURNEYMAN LINEMAN QUALIFIED

# Power Plant



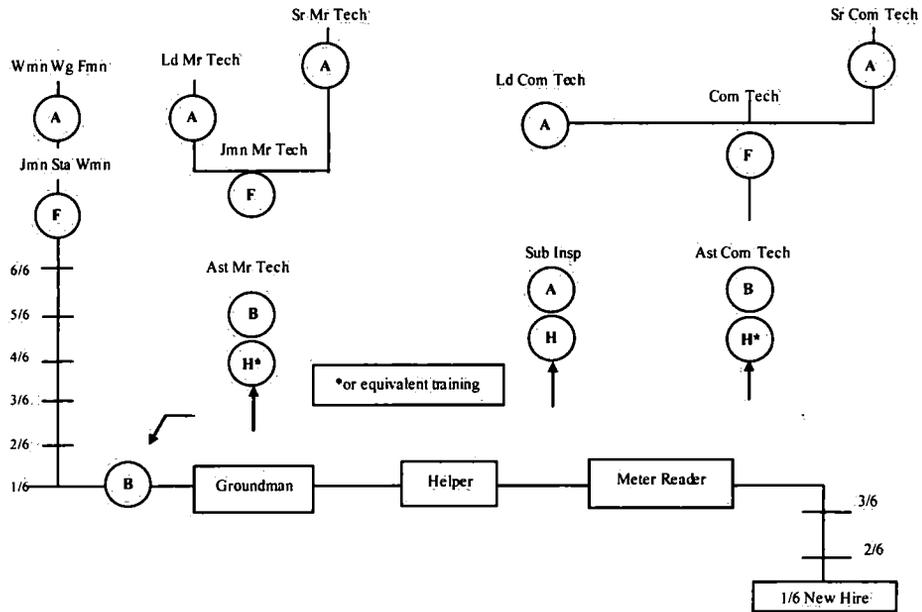
## Plant Warehouse

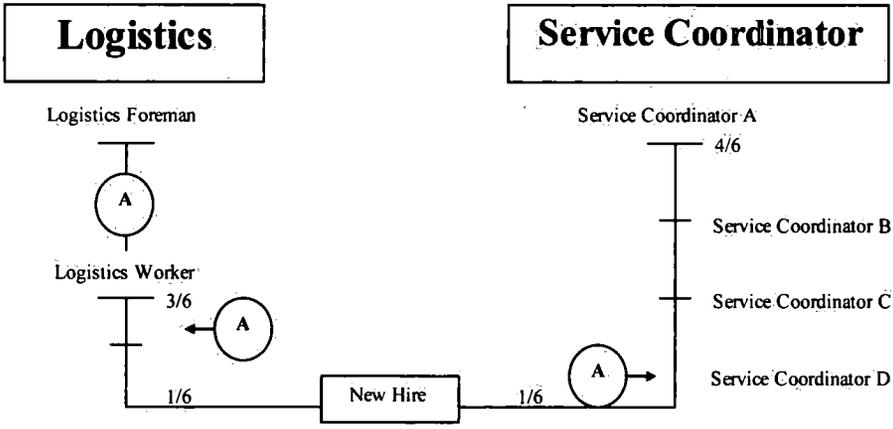
## Clerk Specialist





# Power





#### 14.4 Moving Expenses

14.4.1 An Employee transferred at his own request shall bear his own moving expenses.

14.4.2 A regular Employee transferred at the request of the Company shall have his moving expenses paid by the Company, except as provided in Section 14.4.4.

14.4.3 An Employee who is awarded a job by bid or selection or accepts a training position that requires him to relocate will be reimbursed for his actual moving expenses up to a maximum of **\$2,000** but not more than once in any twelve (12) months' period, provided the new job (a) provides an increase in his regular straight-time rate or (b) involves an Employee in a basic Journeyman classification bidding into the following specialized classifications: District Lineman, Assistant Communications Technician, Assistant Station Meter & Relay Technician, or a District Line Foreman bidding to Lineman Agent.

14.4.4 A regular Employee forced to move to another work location because his job has been eliminated or pre-empted by an Employee with greater seniority will have his moving expenses paid by the Company per Section 14.4.5. However, an Employee who can downgrade and remain at the same work location but elects to transfer to another work location to avoid downgrading shall be paid his moving expenses but not to exceed **\$2,000**.

14.4.5 Reimbursable moving expenses shall be limited to charges of the Company's licensed moving company for movement of the Employee's normal household goods from their former to the new location, reasonable motel and meal expenses for himself and dependents for a maximum of three (3) days and mileage allowance one (1) way for two (2) private automobiles.

In lieu of the above, an Employee may also choose to move their own possessions after receiving a written estimate from the Company's contracted moving company. The Employee taxable reimbursement for this self-move will be sixty percent (60%) of the written estimate from the Company's moving vendor.

#### 14.5 Placement of Permanent Partially Disabled Employee and Return-to-Work from Long Term Disability

14.5.1 If an Employee by reason of physical limitations is unable to perform the requirements of his regular job classification, he may be placed in a suitable job by mutual agreement between the Company and the Union. A licensed physician must certify the Employee is physically able to perform the job.

14.5.2 Each case shall be considered on its merits by a panel consisting of the President of the Union, the Company's Business Unit Labor Relations Lead and two (2) additional members, one of who shall be designated by the President of the Union, and the other by Labor Relations. The panel shall have the authority to waive the seniority and bidding provisions of this Agreement in order to place the disabled Employee, and it shall determine the seniority rights of such Employee.

14.5.3 The placing of a disabled Employee in a different job shall not constitute an increase in the Company's normal working force.

14.5.4 If an Employee by reason of non-occupational temporary partial disability is unable to perform the requirements of his regular job classification, and in the judgment of his attending physician and the Company's Medical Consultant such temporary partial disability will prevail for six (6) months or less, and the Employee is capable of performing useful work in another job classification, the Company may offer the Employee such available work.

After the Employee is assigned the available work as provided above but becomes physically unable to continue the temporary assignment or cannot resume his regular job assignment at the end of the six (6) months' period, all time spent on disability since the onset of that disabling condition shall be accumulative for determining the 180 day qualifying period for Disability Income Benefits under the Long Term Disability Income Insurance Plan.

14.5.5 When an Employee having ten (10) or more full years of continuous service can no longer perform his regular work because of a Permanent-Partial Disability resulting from age, personal illness or injury, or from a compensable injury suffered in the service of the Company, he may, upon his request, or upon the recommendation of his supervisor, be assigned to another job within his existing ability subject to the following provisions.

14.5.6 This disability shall not be the result of conditions excluded in Section 10.4 hereof, or of self-employment, or employment by others (except in Union business) for remuneration or of disability resulting from service in the Armed Forces.

14.5.7 If a disabled Employee is placed in a job carrying a rate lower than his regular pay rate, his pay in the lower rated job into which he is placed shall be determined by adding to the rate of the new job three percent (3%) of the difference between his old job rate and the new lower job rate for each full year of continuous service; provided that in no case shall the Employee receive a rate for the new job which is greater than his old job rate, or the Journeyman rate for the branch of the trade to which he is assigned. The rate thus established is subject to change only through general wage increases or other negotiated changes.

14.5.8 Employees who obtain a full medical release from a licensed physician during their first twenty-four (24) months of long-term disability will:

- a. Be placed in the highest paid vacancy that they are qualified to perform at their previous work location, up to the rate of pay for the classification the Employee held when they started their long-term disability. The Employee placed in a lower paid position will be paid no less than ninety percent (90%) of their prior classification's rate for any time remaining in the twenty-four (24) month long-term disability period. At that time, the Employee's rate of pay will be the current rate for the classification they are working. If there are no vacancies, then
- b. Exercise their seniority rights identified in Section 14.6.5.
- c. If the Employee refuses to accept the position offered, their employment will be terminated as a voluntary resignation.

14.5.9 Employees who obtain a full medical release from a licensed physician during the two (2) months of unpaid leave defined in 14.5.12 or anytime thereafter will:

- a. Be placed in the highest paid vacancy that they are qualified to perform, up to the rate of pay for the classification the Employee held when they started their long-term disability, with preference given to vacancies at their previous work location or the geographic proximity (within 50 miles) that would not require the Employee to relocate their personal residence.

- b. If the Employee refuses to accept the position offered, their employment will be terminated as a voluntary resignation.
- c. If there are no suitable vacancies, the Employee will be considered to be on layoff status until an appropriate vacancy exists. If the Employee refuses placement in a vacancy, they will be considered a voluntary quit.

14.5.10 Employees who obtain a limited medical release from a licensed physician during their first twenty-four (24) months of long-term disability that precludes them from performing the job they held at the beginning of their disability will:

- a. Be placed in the highest paid vacancy that they are qualified to perform at their previous work location, up to the rate of pay for the classification the Employee held when they started their long-term disability. If there are no vacancies, then,
- b. Be placed in the highest paid vacancy that they are qualified to perform, up to the rate of pay for the classification the Employee held when they started their long-term disability, with preference given to vacancies within the geographic proximity (within 50 miles) that would not require the Employee to relocate their personal residence, then,
- c. Be placed in the highest paid vacancy that they are qualified to perform, up to the rate of pay for the classification the Employee held when they started their long-term disability, anywhere within Local 127's jurisdiction. An Employee may refuse a position that requires relocation and be on unpaid leave for the timeframe detailed in Section 14.5.10(d).

A regular Employee accepting such job requiring relocation shall be reimbursed in accordance with Section 14.4 of this Agreement.

- d. If there are no vacancies, the Employee will be on unpaid leave up to the time frame of twenty-six (26) months (24 months of long-term disability and 2 months of unpaid leave in Section 14.5.12) from the date that long-term disability began, at which time they would be terminated.
- e. If the Employee refuses to accept a position offered according to Section 14.5.10(a) or Section 14.5.10(b), their employment will be terminated as a voluntary resignation.

14.5.11 It is understood that an Employee who returns to work under the provisions of Sections 14.5.9 and 14.5.10 will receive the rate of pay for the job that they are performing. Additionally, the Employee may qualify for additional compensation through the return-to-work provisions of the long-term disability plan detailed on page 9 of the current Summary Plan Description. After the twenty-four (24) month period from the beginning of long-term disability, if the Employee has ten (10) years of service and been returned to work in accordance with Section 14.5.10, their wage rate will be adjusted in accordance with the provisions of Section 14.5.7.

14.5.12 Employees who have exhausted their long-term disability benefit and have not qualified for social security disability benefits and are unable to return to work will be provided two (2) additional months of unpaid leave in which to attempt to qualify for such benefits or return to work. At the end of these two (2) months, if the Employee has not returned to work or qualified for additional benefits, their employment may be terminated. If the Employee subsequently qualifies for social security disability benefits and additional long-term disability benefits during the next four (4) months, (a total of six (6) months) they will be viewed as having qualified for such benefits and their rights will be restored.

#### 14.6 Force Reduction

14.6.1 When reduction of forces makes it necessary to lay off Employees, the order of layoff shall be by reverse order of seniority.

14.6.2 The Company and Union recognize that when a change in the Company's operations makes it necessary to reduce the work force at any work location, an Employee's first right is to maintain his employment status at his present work location within his own District, Department or Plant. If that is not possible, then it is next most important that he continue

his employment elsewhere within the Company and under this Agreement, so as to protect his established employment rights and benefits.

14.6.3 In the event of a force reduction, the representatives of the Company and the Union shall promptly meet to determine the application of the rules in this Section 14.6.

14.6.4 Upon determination of the need for a force reduction and subsequent with the meeting of the Company and Union, all bids and/or transfers pertaining to the classifications affected by the Force Reduction shall be canceled.

When applying the provisions of Section 14.6.5, a vacant position in a classification shall be the option exercised prior to displacement of an Employee:

14.6.5 The reduced Employee's options are:

- a. Downgrade to the basic classification at his work location if there is a vacancy or an Employee who is less senior; or
- b. Transfer within the District, Department or Plant to fill a vacancy within the same classification having the least seniority; or
- c. Transfer within Local 127 (Green Book) area to fill a vacancy within the same classification or to replace the Employee within the same classification having the least seniority; or
- d. Transfer at his present location to any classification (other than Trainee) he previously held and for which he is qualified, to fill an existing vacancy or displacing the Employee in that classification having lesser and least seniority; and/or
- e. Transfer to a vacancy for which he is qualified or to the position of the least senior Employee, whose position he is qualified, within Local 127 (Green Book) area; or
- f. Should the Employee decline to accept the options outlined above, he will be laid off.

14.6.6 Moving expenses shall be paid in accordance with the provisions in Section 14.4.

14.6.7 The following classifications will be considered the same as the basic classification for the purpose of force reduction.

- a. Working Foreman, Foreman, Seniors, A's, B's, C's, D's, Lead man, and Storekeeper.

14.6.8 The following classifications will be considered Journeyman Lineman, if qualified.

- a. Line Foreman, District Line Foreman, Transmission and Substation Foreman, Lineman Agent, Journeyman Lineman, Journeyman Serviceman, Line Patrolman, District Lineman.

14.6.9 All Employees will be considered qualified for the following entry level positions: Groundman, Helper, and Meter Reader.

14.6.10 When an Employee is reclassified to a lower classification due to a Force Reduction, the Employee shall receive the terminal rate of pay for his new classification.

14.6.11 Towns within thirty-five (35) miles of each other shall be considered as the same work location for applying this Section 14.6.

14.6.12 Any situation not specifically covered by the above Sections shall be decided by the Company and the Union consistent with the policy outlined in this Section 14.6.

#### 14.7 Rehire Following Layoff

14.7.1 A laid off Employee shall only be rehired after current Employees have received the opportunity to fill the vacancies.

14.7.2 An Employee laid off after having acquired seniority status and date as herein defined, shall, if vacancies occur within a period of three (3) years following such layoff in the classification in which he was laid off, be given an opportunity to return to a like job in order of his seniority date. Such opportunity shall be by means of a written notice by registered mail to the Employee's last known address and a copy to the Union. An Employee's re-employment privileges shall be lost if he fails,

within ten (10) days of the delivery of such notice to the Employee, to advise the Company of his intention to return to work within two (2) weeks of such date of the notice to the Employee. An Employee's re-employment privileges shall be lost if he fails to notify the Company and Union of his current address, by certified mail, by March 25 annually. It is understood that an Employee may be subject to a pre-employment medical examination.

14.7.3 An Employee laid off after having acquired seniority status and date as herein defined, may notify the Company with a copy to the Union, of his desire to return to full employment in any classification for which he is qualified. If such vacancies occur within three (3) years following layoff and a valid letter is on file, the Company will offer the openings to the Employees in order of seniority. If the Employee refuses the offer, he will no longer have any rehire rights under this Section 14.7.3, however, his rights under Section 14.7.2 will still be valid.

14.8 An Employee force reduced to a lower pay grade shall have the first opportunity to reenter the classification at the location from which force reduction took place for a period of three (3) years.

## 15.0 SAFETY RULES

15.1 The Company and the Union shall each designate **three (3)** representatives to a Joint Safety Rules Committee who shall serve until their successors are appointed. The Committee has developed, prepared and published an Accident Prevention Manual for work covered by this Agreement.

The Committee shall meet not less often than once every twenty-four (24) months, or at the request of either party, to review the Accident Prevention Manual and to consider changes in the Safety Rules. Such meeting shall be held within thirty (30) working days of the request. **The Union and the Company pledge to meet immediately regarding any requested change by the Company or the Union to provide final approval of any agreed to changes within thirty (30) days.**

15.2 The Accident Prevention Manual, as prepared, published, and periodically reviewed by the Joint Committee, shall, by this reference, be a part of this Agreement as though set forth fully herein. The parties to this Agreement pledge strict adherence to the rules embodied in the Manual and the rules and regulations of the State of Wyoming.

### 15.3 Thermal Plant Fire Brigades

15.3.1 To provide for safety of thermal plant Employees and property, the Company reserves the right to assign physically qualified Employees to augment the volunteer plant fire brigade, thus ensuring necessary twenty-four (24) hour fire protection.

15.3.2 An Employee who is a designated Fire Brigade Member and is required to respond to a fire shall receive a pay premium equal to ten percent (10%) of the individual's regular wage rate. This premium shall be paid for all time required to fight the fire and while training and shall be for a minimum of one (1) hour.

15.3.3 The Company will provide Accidental Death and Dismemberment coverage for Fire Brigade members while fighting a fire.

15.3.4 The Company will provide a minimum of \$100,000 Accidental Death and Dismemberment insurance coverage for Employees while they are engaged in the performance of their duties as: EMT's, Fire Brigade Members, Blasters, Rope Rescue Members, HazMat Members and Certified Welders doing "high" work.

15.3.5 An Employee who is a certified Emergency Medical Technician shall receive a certification bonus of \$300 for each year that the certification is maintained.

15.3.6 An Employee who is a certified Basic Emergency Care Technician shall receive a certification bonus of \$100 for each year that the certification is maintained.

## 16.0 JOB DESCRIPTIONS

16.1 The following job descriptions apply to the job classifications listed in Article 23.0 hereof, and shall not be construed as preventing an Employee from performing or assisting in other work normally assigned to another classification. The provisions of the second paragraph of Section 19.12 will be observed.

### 16.2 General

16.2.1 A Working Foreman is a supervising Employee who (a) is in direct charge of a job, (b) is qualified as a Journeyman in the work under his supervision, and (c) works with the Employees under his supervision. In

case of line and electrical substation construction and maintenance crews, he directs the work of (a) not more than three (3) other Employees when one (1) of the three (3) is working as a Journeyman, or (b) not more than two (2) other Journeymen, or (c) three (3) or more Employees working as Helpers.

16.2.2 A Journeyman is an Employee who has satisfactorily completed a formal Training Program or who has had at least (3) years experience in at least one (1) branch of the trade and is qualified by an examining board. As assigned, a Journeyman will train and direct the work of a Trainee in that trade.

16.2.3 A Trainee is an Employee who is learning one of the branches of the trade under an established training program monitored by the Training Committee.

16.2.4 Upgrades to Positions Other Than Those Listed in Section 23 of this Agreement. An Employee who is assigned an upgrade to a position not listed in Section 23 on a temporary basis will receive a base rate of 110% of the Employee's existing classification wage. Preference for temporary upgrade will be given to the senior qualified employee provided this does not disrupt crews or job continuity or does not cause additional cost to the Company.

### 16.3 Transmission and Distribution

16.3.0 A General Line Foreman is a supervisory employee who shall be qualified as a customer representative, assisting with management duties at an established District or Local Headquarters, as needed upon the sole discretion of management. Responsible on a continuing basis for the coordination of Line and District Line Foreman and crew composition, scheduling of personal time and other duties as assigned. He shall participate in planning and inspection of jobs and projects. Interface with engineering, estimating, metering, stores and all other departments, contractors, and customers. Duties excluded are issues of discipline, hiring, and firing.

Qualifications for upgrading to General Line Foreman are as follows:

- a. Foreman qualified;
- b. Upgrades for forty (40) hour minimum assignment; or
- c. Upgrade scheduled by Management in advance.

16.3.1 A Line Foreman is a supervising Employee who: (a) is in charge of a job and directs the work of others, and (b) is qualified as a Journeyman in the particular work under his supervision, and (c) does not engage in the manual work of his trade, except in case of emergency, or in case the crew is working on de-energized or secondary voltage lines in which case he may perform work on the ground.

16.3.2 A District Line Foreman is a supervisory Employee at an established District or Local Headquarters responsible on a continuing basis for the direct supervision of an assigned crew and the work they perform. He shall: (a) be a qualified Journeyman Lineman; (b) supervise a crew of not more than four (4) other men when engaged in line construction or maintenance work; (c) work with the men under his supervision to the extent that it does not interfere with his supervisory responsibilities; and (d) be responsible for job planning, work methods, equipment application, construction standards, and job reporting for the jobs assigned.

16.3.3 A Transmission & Substation Foreman is a supervising Employee in the Power Department responsible on a continuing basis for the direct supervision of an assigned crew and the work they perform. He shall:

- a. Be a qualified Journeyman Lineman,
- b. Supervise a crew of not more than four (4) other Employees when engaged in line or substation construction or maintenance work,
- c. Work with Employees under his supervision to the extent that it does not interfere with his supervisory responsibilities, and
- d. Be responsible for job site material arrangements, construction methods, equipment application, construction standards, crew records, and job completion reporting.

When his assigned crew exceeds four (4) other Employees as provided in (b) above, he will be paid at the Line Foreman rate for the time so assigned.

16.3.4 A Lineman Agent is a Journeyman Lineman who possesses the same qualifications and performs the same functions as a Journeyman Serviceman; and in addition, represents the Company in a rural area apart from a local or district headquarters, is qualified to direct the work

of others, and is qualified as a customer representative. The Company, in selecting or retaining personnel for such positions shall be the sole judge as to Employee's ability and performance in customer relations activities.

16.3.5 A Line Equipment Man is an Employee who: (a) regularly operates and drives a truck when it is engaged in line or station construction or maintenance and which is of a nominal rating of 1-1/2 tons or larger, equipped with a boom and power driven winch, hole digger, or which is used for hauling poles, and (b) works as a Groundman when not driving or operating the equipment in his charge.

16.3.6 A Groundman is a Lineman's or a Serviceman's helper.

16.3.7 A District Lineman is a qualified Journeyman Lineman who performs all the functions of a Journeyman, and is in charge of and resides in an assigned service area apart from a local or district headquarters. He must have the ability to represent the Company in customer relations activities within the local service area. He must be capable of:

- a. Constructing and maintaining distribution and transmission lines, servicing street lights, transformers, and related equipment,
- b. Installing, removing, and reading all types of meters and metering devices,
- c. Investigating and resolving customer service complaints including radio interference, and
- d. Collecting delinquent accounts.

The District Lineman's headquarters will be his home and he will report to the Operations Manager responsible for the assigned service area. A District Lineman is qualified to direct the work of others. In the event an additional Journeyman Lineman is sent to assist him, the District Lineman shall serve as the Working Foreman. If a crew of three (3) or more is sent to assist the District Lineman, the District Line Foreman shall be in charge of the crew, the District Lineman shall assist as a lineman on the crew. The Company, in selecting or retaining personnel for this position shall be the sole judge as to the Employee's ability and performance in representing the company's best interest in the assigned service area.

The Company will pay the costs associated with any Company-required communications equipment, i.e. phone line, etc.

16.3.8 A Journeyman Serviceman is a Journeyman Lineman who possesses the ability to deal effectively with the Company's customers, and who is qualified to (a) construct and maintain distribution lines, service street lights, transformers, and related equipment, (b) install and remove meters, (c) read and change charts on all types and sizes of meters, (d) investigate and handle customer service complaints, including those involving radio interference, and (e) collect delinquent accounts.

16.3.8.1 A Journeyman Line Patrolman is a Journeyman Lineman who (a) is familiar with transmission and distribution lines, (b) patrols, inspects, and maintains transmission lines and poles, and (c) is qualified to perform switching and related work.

16.3.8.2 A Journeyman Lineman is an Employee who has (a) satisfactorily completed an apprenticeship program and (b) completed the required training and provided written agreement to incorporate rubber gloving techniques into their daily work when prudent and safe. A Journeyman Lineman is qualified (a) to construct and maintain distribution and transmission lines and (b) to direct the work of an apprentice. A Rubber Gloving premium of five percent (5%) will be added to the base pay of Qualified Journeyman Lineman and Rubber Glove Qualified Hot (Fourth Step) Apprentices.

16.3.9 A District Meterman is an Employee who is a qualified Journeyman Meterman located at a District Headquarters and is responsible for the meter supplies, equipment and records for his assigned area and performs installation and maintenance of customer metering equipment in that area. He shall supervise no more than one (1) other Journeyman engaged in metering equipment installation or maintenance on a regular basis and may supervise no more than two (2) other Journeymen on a temporary basis.

16.3.10 A Journeyman Meterman is an Employee who (a) installs, tests, and maintains all types and sizes of customers' meters, instruments and associated equipment and wiring, (b) does routine testing of all types and sizes of meters when assigned to such work, (c) makes load and voltage surveys, (d) reads demand meters and changes charts, (e) does instrument transformer testing and repairing, and (f) supervises Meterman Trainees.

The first opportunity to fill this position will be offered internally to an apprentice-qualified Poly Phase Specialist, subject to successful completion of the Journeyman Meterman training modules (12 months). However, should there be no interested, qualified internal candidate, the Company retains its right to hire fully qualified external candidates.

16.3.10.1 A Poly-Phase Specialist is an Employee who (a) installs, removes, maintains and tests all types of single-phase and poly-phase self contained (direct connect) electronic and electromechanical meters and associated devices on installations energized at 600 volts A.C. or less, (b) troubleshoots and replaces bad order, single-phase and poly-phase direct connect meters identified in conjunction with Company or customer generated special meter work requests, (c) investigates and resolves high bill complaints and crossed meters on individual or multi-unit single-phase and poly-phase meter applications, (d) performs Sample and Periodic meter test programs as prescribed by PacifiCorp and/or the various state commissions in compliance with manufacture and ANSI standards for meterings.

The first opportunity to fill this position will be offered internally to an apprentice-qualified Single-Phase Specialist, subject to successful completion of the Poly-Phase Specialist training modules (12 months). However, should there be no interested, qualified internal candidates, the Company retains its right to hire fully qualified external candidates.

16.3.10.2 A Single-Phase Specialist is an Employee who (a) installs, maintains and tests all types of single-phase, self contained (direct connect) electronic and electromechanical meters and associated devices on installations energized at 600 volts A.C. or less, (b) troubleshoots and replaces bad order, single-phase direct connect meters identified in conjunction with Company or customer generated special meter work requests, (c) investigates and resolves high bill complaints and crossed meter on individual or multi-unit single-phase self contained meter applications, (d) performs Sample and Periodic meter test programs as prescribed by PacifiCorp and/or the various state commissions in compliance with manufacture and ANSI standards for metering.

The first opportunity to fill this position will be offered internally from the Meterman Training Pool.

However, should there be no interested, qualified internal candidates, the Company retains its right to hire fully qualified external candidates.

16.3.11 A Radio Serviceman is a Journeyman having the appropriate FCC License or equivalent certification and who is qualified to install and maintain mobile and base radio communication equipment and to test and locates radio and television interference on transmission and distribution systems.

16.3.12 A Senior Estimator is a Journeyman Estimator who through general experience shall have all of the qualifications of a Journeyman Estimator and who shall direct the work of one or more Estimators in the district to which assigned and will assist in district construction budget preparation and administration.

16.3.13 A Journeyman Estimator is an Employee who represents the Company with all classes of customers to determine customer load requirements and advise customers of the Company's service requirements. Will have a basic knowledge of available marketing programs and other associated Company programs to serve the customers' needs. Is qualified to perform all estimating functions related to building, re-building and maintaining Company electric facilities. Is qualified by completing the Estimator training program or the equivalent in education or experience. Shall have basic knowledge of electrical theory and practical and detailed knowledge of construction specifications, electrical codes and rate and service policies. May make field surveys, prepare right-of-way documents, permits, crossing and conflict documents, expenditure requisitions and related documents along with all other associated paperwork. May be required to secure said documentation in its entirety. The Estimator may assist in load studies, construction planning, budget preparation and other duties as assigned. Estimator will be considered electrically trained for purposes of Assistant Technician positions.

16.3.14 A District Estimator is a Journeyman Estimator who through general experience shall have all the qualifications of Journeyman Estimator and will be located in headquarters in which there is no construction manager or Site Agent and an Estimator is needed. District Estimator provides scheduling and coordination of work requirements and assignments in addition to estimating duties.

16.3.15 A Site Agent is an Employee under the direction of a Construction Manager who:

- a. Is a qualified experienced Journeyman Estimator/Lineman (or position with equivalent experience and education); and
- b. Manages the construction operations as assigned.

16.3.16 It is the basic intent for Site Agents and Estimator positions to work the normal hours of the operating location. However, in the interests of customer service, when there is a mutually agreed customer appointment or justification based on project workload and job efficiency the visit shall be made between 7:00 a.m. and 7:00 p.m. Monday through Friday. Scheduling of appointments for the Site Agent and Estimator outside of the normal hours of the operating location will be done by the Site Agent/Estimator.

16.3.17 Overtime shall be paid as follows for Site Agents and Estimators performing work in those classifications:

- a. Paid at 1.5X for weekly hours worked over forty (40) and less than 50.1 hours Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m., and
- b. Paid at 2X for hours worked in excess of fifty (50) hours per week or any hours worked outside of 7 a.m. to 7 p.m. Monday through Friday.

16.3.18 Meals for Site Agents and Estimator positions are as follows:

- a. Lunch will normally be taken midway in the Employee's shift. However, the Employee may advance or delay lunch to meet customer needs.
- b. Monday through Friday the dinner meal period will normally be 7:00 p.m. to 7:30 p.m. However, once the Employee has worked forty (40) straight-time hours in a week, the dinner meal period will revert to 6:00 p.m. to 6:30 p.m.

16.3.19 Site Agents will be assigned a Company vehicle and will be required to travel. Site Agents are responsible to have a safe place to park the Company vehicle at their place of residence.

16.3.20 Qualifications for upgrading to Site Agent/District or Senior Estimator are as follows:

- a. Section 14.2.4 applies, with the estimator classification as the initial preference classification;
- b. Upgrades for forty (40) hour minimum assignment; or
- c. Upgrade scheduled by management in advance.

16.3.21 A Facilities Specialist is an Employee who (a) inspects all joint use attachments; (b) uses a laptop and mobile data device to capture data for automated loading calculations; (c) assists with inventory verification and joint use compliance audits; (d) prepares reports, process notices, enters data as directed; (e) communicates with customers and other utilities; (f) performs other duties relating to infrastructure/joint use work as assigned; (g) travels extensively with overnight stays; and (h) maintains a valid driver's license.

Employees awarded an Infrastructure Facility Specialist position will have twelve (12) months to become familiar with and competent in PacifiCorp Distribution Construction Standards and National Electrical Safety Codes applicable to Infrastructure Management Facilities Coordination work.

Any required training shall be done during regular working hours and, if not, shall be subject to overtime pay provisions of the Working Agreement. Any associated costs for licensing, training materials, or fees shall be borne by the Company.

#### 16.4 Station Maintenance and Construction

16.4.1 A Senior Station Meter and Relay Technician is a Journeyman qualified to perform all the duties of a Meter and Relay Technician and in addition shall be further qualified to perform all tests and adjustments and diagnose and correct trouble on the most complex relay and control systems. He shall also be responsible for a Meter/Relay and Control equipment shop including vehicles, tools, test equipment, spare parts and supplies provided by the Company. He may supervise Lead Meter and Relay Technicians, Meter and Relay Technicians, Journeyman Station Wiremen, Linemen, Trainees or Helpers.

16.4.2 A Lead Station Meter and Relay Technician is a Journeyman qualified as a Station Meter and Relay Technician who normally works with and supervises the work of another Meter and Relay Technician. He shall be in direct charge of the work they are performing. He shall be qualified to and will prepare reports and records incidental to the work, and will be responsible for the transportation equipment, test equipment, tools, and supplies provided by the Company for his use.

16.4.3 A Station Meter and Relay Technician is a Journeyman qualified to install, maintain, adjust, test and repair all substation and generating station meters, relays and control equipment. He must have a

working knowledge of all relay and control schemes sufficient to enable him to diagnose and correct troubles on station meters, relays, controls, and remote control equipment.

He may work by himself or direct the work of an Assistant Station Meter and Relay Technician. When assigned, he shall work under the direction of a Lead Station Meter and Relay Technician or a Senior Station Meter and Relay Technician.

16.4.4 A Senior Communications Technician is a Journeyman qualified as a Communications Technician with the appropriate FCC license or equivalent certification to maintain microwave and radio equipment and the knowledge and ability to install, test and maintain all Power Department communication, supervisory control and telemetering equipment. He shall be responsible for a Communications shop including vehicles, tools, test equipment, spare parts and supplies provided by the Company. He shall prepare reports, records and equipment records incidental to his work. When required, he shall supervise Lead Communications Technicians, Communication Technicians, Trainees or Helpers and shall be in charge of the work being performed.

16.4.5 A Lead Communications Technician is a Journeyman qualified as a communications Technician who may work with and supervise the work of another Communications Technician. He shall be in direct charge of the work they are performing. He shall be qualified to and will prepare reports and records incidental to the work and will be responsible for the transportation equipment, test equipment tools and supplies provided by the Company for his use.

16.4.6 A Communications Technician is a Journeyman having the appropriate FCC license or equivalent certification to maintain microwave and other radio equipment. He shall be capable of maintaining Power Department computer controlled systems; including but not limited to remote data terminals, CRT displays, input/output man machine interface subsystems, modems, data circuits, analog/digital converters, chart recorders, keyboards, hard copy devices, supervisory control and telemetry equipment. He shall also be capable of installing, testing and certifying any or all of the above listed equipment. Normally he will work alone, but may be assigned to work with a lead Communications Technician or Senior Communications Technician. He is responsible for vehicles, tools and materials supplied by the Company for his use. When assigned, he will direct the work of an Assistant Communications Technician.

16.4.7 An Assistant Station Meter & Relay Technician, or Assistant Communications Technician is a Journeyman in one of the

branches of the trade or an Employee with equivalent qualifying training and experience who has been certified by the Joint Technician Qualifications Committee and is in training for one of the Journeyman Technician classifications. He shall work with and be under the direction of a Journeyman Technician and shall be allowed a maximum period of two (2) years to qualify as a Journeyman Technician.

16.4.8 A Wireman Working Foreman is a supervising Employee of a regularly established crew who: (a) is in direct charge of a job, (b) is qualified as a Journeyman in the particular work under his supervision, and (c) works with the Employees under his supervision. In the case of station construction and maintenance crews, he may supervise (a) no more than three (3) other Employees when one (1) of the three (3) is working as a Journeyman, or (b) three (3) or more Employees working as Helpers.

16.4.9 A Station Wireman is a Journeyman who installs, repairs and maintains generating station and substation structures, equipment, apparatus, and wiring, including oil circuit breakers, transformers, regulators, generators, motors and switches, and who has a complete knowledge of circuit and equipment testing.

16.4.10 A Substation Inspector is an Employee qualified as a Journeyman Station Wireman or Journeyman Lineman who (a) is experienced with operating and switching procedures in substations, (b) inspects and records the condition of substation equipment, (c) performs minor maintenance and repairs of substations, and (d) must maintain appropriate license(s) as required by law.

## 16.5 Power Production

16.5.1 A Control Operator Foreman is an Employee who is in direct charge of the safe and efficient operation of a plant, is qualified as a Control Operator, and works with Employees under his supervision. The wage rate is 110% of the Control Operator rate.

16.5.1.1 A Control Operator is a Journeyman Employee who, under the direction of a Supervisor, performs and directs operations relative to turbine-generators, boilers and auxiliary equipment. Control Operator works with and directs work of plant operators and trainees and, when required, assists in their training. Control Operator directs and coordinates emergency operating situations. Control Operator issues and monitors the Power Supply Tagout procedure for all electrical and mechanical equipment.

16.5.1.2 An Auxiliary Operator/Control Operator Qualified is a Journeyman Employee who performs an Auxiliary Operator job and is qualified to be upgraded to perform the duties of a Control Operator.

An Auxiliary Operator who holds a Control Operator qualified position and does not accept temporary upgrades or advancement to a permanent Control Operator vacancy will be downgraded to the Auxiliary Operator classification.

16.5.2 Auxiliary Operator. Operates turbine, boiler and associated auxiliaries as directed by the Control Operator. He observes boiler firing equipment for proper operation, reads instruments and records data on turbine generator, boilers and auxiliary equipment and places into and removes from service auxiliary equipment as directed.

16.5.3 Assistant Auxiliary Operator. Assists Auxiliary Operator in operation of turbine-generator, boiler and associated equipment throughout the Plant area as directed by the Control Operator. He observes auxiliary equipment for proper operation, reads instruments and records data. He places into and removes from service auxiliary equipment as directed and under direction performs necessary operations to clear electrical and mechanical equipment for work and return to service.

16.5.4 Scrubber Operator (Jim Bridger Plant) is an Employee who, as directed by the Control Operator, operates control panels, pump room equipment, electrical switchgear, water treating systems, reagent handling facilities, waste liquor disposal system and other duties required to operate the Scrubber Systems. He observes equipment for proper operation, reads instruments, records data and places equipment into and removes it from service. Under direction he performs necessary operations to clear electrical and mechanical equipment for work and return to service.

16.5.5 An Operator Trainee (DJP) is an Employee who has met the qualifications as set forth by the Joint Power Plant Operator Training Committee, is qualified for training as an Operator and has been awarded the position of Operator Trainee. He will normally be assigned to work that will provide training to become an Assistant Auxiliary Operator.

16.5.6 An Operator Trainee (JBP) is an Employee who has met the qualifications as set forth by the Joint Power Plant Operator Training Committee, is qualified for training as an Operator and has been awarded the position of Operator Trainee. He will complete the classroom training for

Scrubber Operator, the Scrubber Operator study guide, and pass the qualifying Scrubber Operator oral examination.

16.5.7 All Employees who are in training for the various operating classifications will be advanced in accordance with the provisions of 12.5.2. They will normally be assigned to a shift for training or as relief for positions for which qualified. When qualified by training and experience, they will be available for regular assignment to a vacant position.

16.5.8 A Control and Electrical Foreman is a supervising Employee who (a) is qualified as a Control and Electrical Technician, (b) works with Employees under his supervision, (c) is in charge of the assigned steam plant electrical installation and maintenance, (d) plans, instructs, assigns and directs the work of Control and Electrical Technicians, Trainees and Helpers assigned. When assigned, is responsible for electrical maintenance repair shop including tools, equipment, supplies and spare parts supplied by the Company. He prepares reports, equipment recommendations and maintenance records.

16.5.9 A Control and Electrical Working Foreman is a supervising Employee who (a) is qualified as a Control and Electrical Technician, (b) is in direct charge of the assigned work, (c) works with the Employees under his supervision. As assigned by a supervisor, he plans and directs the work of not more than six (6) other Technicians and Trainees plus additional Helpers as required.

16.5.10 A Control and Electrical Technician is an Employee who is qualified to install, modify, adjust, maintain, diagnose, troubleshoot and repair (a) AC and DC electrical power and auxiliary supply equipment, (b) pneumatic and hydraulic sensing, measuring and control equipment, (c) general electrical work, (d) data acquisition systems, coordinated control, supervisory, communications systems, telemetering and other control schemes in and associated with steam plant facilities. He must have working knowledge of and be able to interpret blue prints, specifications, and wiring diagrams. When assigned, he may direct and instruct Trainees and Helpers. With appropriate training may perform other maintenance functions as assigned. Tasks may include but not be limited to: Soldering tubing, uncouple motor couplings.

16.5.11 A Foreman is an Employee who supervises Employees in Journeyman Classifications listed in Sections 23.3 and 23.4, and (a) is in direct charge of the assigned work, (b) is qualified as a Journeyman in the work under his supervision, and (c) works with the Employees under his

supervision to the extent that it does not interfere with his supervisory responsibilities. As assigned by a supervisor, he plans and directs the work of more than six (6) other Journeymen or combination of Journeymen and Trainees plus additional Helpers, as required.

16.5.12 A Working Foreman is an Employee who supervises Employees in Journeyman classifications listed in Sections 23.3 and 23.4 and (a) is in direct charge of the assigned work, (b) is qualified as a Journeyman in the work under his supervision, and (c) works with the Employees under his supervision. As assigned by a supervisor, he plans and directs the work of not more than six (6) other Journeymen, or combination of Journeymen and Trainees plus additional Helpers as required.

The Working Foreman concept, as defined in Section 16.5.12, may be established by mutual agreement for non-journeyman jobs where three or more people are working on the job.

16.5.13 A Plant Mechanic Foreman is a supervising Employee who (a) is in charge of plant mechanical installation and maintenance, (b) assigns and directs the work of Mechanics, Mechanic Trainees and Helpers in such installation and maintenance, (c) is qualified as a Journeyman Mechanic, and (d) works as a Mechanic when required.

16.5.14 A Plant Mechanic is a Journeyman Mechanic who (a) installs and maintains structural or mechanical equipment at the plant including fired and unfired pressure vessels, turbines, pumps, pulverizers and piping systems, (b) is well versed in mechanical principles, basic thermodynamics, hydraulics and blue print reading, (c) is qualified to operate machine tools common to a machine shop such as a lathe, boring bar, shaper, etc., and (d) performs other mechanical installation and maintenance as assigned. With appropriate training, tasks may include but not be limited to connect, disconnect AC solenoids, compression fittings, wire nut motor connections, removal and replacement of thermocouple assemblies and minor operation of equipment with proper consent from Operations, (e) 1. A Journeyman Plant Mechanic Certified Welder will receive one hundred and seven percent (107%) of the Plant Mechanic rate as their regular full time rate. 2. Selection for Certified Welder testing and upgrade will be done on a seniority basis among volunteers. 3. Certified Welders may be selected by the Company and Union to train mechanics to become Certified Welders. 4. It is understood that Journeyman Plant Mechanic Certified Welders will be placed on the Plant Certified Welder overtime list and may be forced. 5. A Certified Welder may request one stand-down period of up to sixty (60) days duration during a two (2) year

period. This stand-down request would remove them from the Certified Welder overtime and Certified Welder force lists. Such stand-down periods must be outside scheduled overhaul periods and there can be no more than ten percent (10%) of the Certified Welders standing down at one time.

16.5.15 A Heavy Equipment Mechanic is a Journeyman Mechanic who (a) is qualified to maintain and repair heavy equipment and internal combustion engines, (b) is a qualified welder, (c) installs and maintains all mechanical equipment used in the coal and ash hauling operations at and about the plant and rail yard. He also performs other mechanical installation and maintenance work as assigned.

16.5.16 The term Equipment Operator shall mean an Employee who is assigned to operate the Plant equipment in one of the following categories. He may be assigned to perform other work for which he is qualified when not operating equipment.

1. Equipment Operator Light
  - a. Trucks (24,000 GVW and under, excluding pickups and manhauls)
  - b. End Loaders (under two yards capacity)
  - c. Car Spotter
2. Equipment Operator
  - a. Cranes (20 Ton lifting capacity and under)
  - b. End Loader (two yards and over)
  - c. Trucks (over 24,000 GVW)
  - d. Backhoe (rubber mounted)
  - e. Mudcat
3. Equipment Operator Heavy
  - a. Cranes (over 20 Tons lifting capacity)
  - b. End Loader (five yards and over)

- c. Scrapers, Dozers, Graders
- d. Backhoe (crawler mounted)
- e. Power Plant Gantry Crane

The senior qualified bidder will be selected for the Heavy Equipment Operator or Equipment Operator Trainee positions. The Trainee will enter into the program at their current wage. The Trainee must qualify for Heavy Equipment Operator or Equipment Operator or in the following progression: Equipment Operator Light, Equipment Operator, Equipment Operator Heavy. When qualified on all equipment in each respective classification, the Trainee will be paid at the appropriate rate. While moving through the progression, the Employee will demonstrate skills to a joint Union/Management team of two people. Skill level will be verified and documented using a check-off list for each piece of equipment. The Trainee will only operate equipment for which qualified, unless under the direction of a qualified Heavy Equipment Operator or qualified Equipment Operator. Training will be completed by qualified Heavy Equipment Operators, Equipment Operators, and trainers. Employees may move through the progression as quickly as they can demonstrate proficiency; however, the progression must be completed in a year. Trainees failing to complete the progression within the specified timeframe will be subject to the provisions of 12.5.6.

Bidder Qualifications: Successful completion of HEO pre-qualification test.

16.5.17 An Ash Disposal Operator is an Employee who with minimum direction from a supervisor (a) operates an ash hauler or other equipment to remove and dispose of fly ash, and dewatered ash, (b) operates, regulates, lubricates, services and inspects the ash silo unloading equipment, and (c) services ash haulers and other equipment as assigned, (d) operates dump truck, sweeper and front end loader less than three (3) cubic yards to keep the outside ash unloader area clean and performs other duties as assigned.

16.5.18 Fuel Man Operates and observes the operation of conveying equipment, coal breakers, and reciprocating loaders, and assists with the receiving and unloading of coal in the coal handling system. Reads weightometer and keeps area around conveyors clean as assigned.

16.5.20 Plant Material Man Maintains Plant storeroom and tool room including the ordering, receiving, and issuing of materials and the

accounting associated therewith, he shall check tools in and out and perform minor tool repairs.

16.5.21 A Storekeeper is an Employee who is in charge of the Plant storeroom and who (a) is an experienced Plant Material Man, (b) supervises the work of Material Men, (c) prepares material receipts and issue records, (d) requisitions material as necessary to maintain established stock levels, (e) works as Material Man as required, and (f) maintains such other records as may be required in the operation of the storeroom.

16.5.22 Clerk Specialist "A", "B" and "C" is an Employee who performs clerical functions which require a thorough knowledge of established Power Plant Policies and Procedures. Typical duties may include but are not limited to payroll preparation, maintenance reports and records, work schedules, expenditure and purchasing records, plant results and computer application.

Clerk Specialist "A": Has successfully completed the required training and evaluation segments in the "B" level position as determined by the Joint Clerical Training Committee.

Clerk Specialist "B": Has successfully completed the required training and evaluation segments in the "C" level position as determined by the Joint Clerical Training Committee.

Clerk Specialist "C": Must demonstrate basic clerical skills to include keyboard proficiency (45 wpm), familiarity with Microsoft Office Suite, and oral and written communication skills.

16.5.23 A Lab Technician assists and is under the direction of the Plant Chemist or Shift Supervisor. He shall collect and analyze various water samples; prescribes chemical additions to various Plant systems based on analysis and guidelines established by the Plant Chemist; prepares and performs required analysis and calculations on coal samples; operates, calibrates and performs routine maintenance on chemical analysis instrumentation; prepares chemical mixtures used for test applications; performs non water analysis; places equipment in and out of service as required; prepares and maintains necessary reports; and performs other duties as assigned.

REQUIREMENTS: Successful completion of high school level course work in chemistry, or one (1) semester of college level chemistry, or correspondence course in chemistry is required to bid the job. To retain the

Lab Technician position: the individual must have or complete two (2) semesters of college level chemistry course work within two (2) years of classification change. Failure to satisfy the requirement shall result in force reduction pursuant to Section 14.6. Such Employee may not bid nor accept Lab Tech position until attaining two (2) semesters of college level chemistry.

16.5.24 Helper (Coal Handling) Works with Equipment Operator and Fuel Man at Plant unloading hopper and conveyor system to assist with coal unloading, conveyor cleaning and area cleanup.

16.5.25 Helper Works with Journeyman and others in the installation and maintenance of Plant equipment and other work as assigned. Under the direction of a Journeyman a Helper may operate hand tools and small power tools necessary to perform unskilled support of the Journeyman if qualified.

16.5.26 Helper (Equipment Operator) Works with Equipment Operators to assist in oiling, cleaning, moving equipment and other work as assigned.

16.5.27 Coal Handling Yard Working Foreman is an Employee, that is Fuel Man qualified, who (a) operates any equipment used in coal handling at the Plant, (b) works with and directs the work of Employees assigned to him for coal handling and coal yard operation, (c) is responsible for the routine servicing of coal handling equipment including mobile units, and (d) has experience as an Ash Haul Operator or Equipment Operator and operates or directs the operation of all equipment and facilities including switches and coupling devices for yard transport, loading and unloading coal, ash and other material in Plant area only.

16.5.28 Maintenance Yard Working Foreman is an Employee who (a) operates any equipment used by the Utility Crew/Plant Helper Crew, (b) works with and directs the work of Employees assigned to him for yard haulway and general Plant clean up, (c) is responsible for the routine servicing of all mobile equipment used by Utility/Plant Helper Crew.

16.5.29 HVAC Journeyman An HVAC Journeyman is an Employee who is qualified to operate, maintain, evaluate, install, troubleshoot, and repair a wide range of refrigeration, heating, ventilation, air conditioning systems from the local disconnect back to the unit only. He shall also be capable of evaluating work performed by an HVAC contractor, ordering parts, and preparing reports. He shall be required to meet all E.P.A.

certifications and handling requirements. HVAC Journeyman duties may be performed by Journeyman Plant Mechanics or Control Electrical Technicians as qualified.

## 16.6 Miscellaneous

16.6.1 A Logistics Foreman is a supervisory Employee under the direction of management who: (a) was formerly a Logistics Worker, (b) manages the operations as assigned.

16.6.2 A Logistics Worker shall be an Employee responsible for the receipt and distribution and the keeping of records of all materials handled through the warehouse. A Logistics Worker is an employee who has successfully completed the Logistics Worker progression and is required to have a Commercial Driver's License.

Hours of the Logistic Worker may be changed to best serve the requirements of the construction and operating crews, per Section 18.4.4. The proper schedule of hours for Logistic Worker will be determined locally, and they should be so arranged that crews will not be delayed in leaving the warehouse promptly at the beginning of work hours.

16.6.5 A Meter Reader is an Employee who reads all types of meters used in the various classifications of service, distributes collection notices, collects monies due the Company, and performs other work as assigned.

16.6.5.1 Upon a fourteen (14) day written notice to a Meter Reader (or to upgraded Connect/Disconnect Employee), he or she will begin home start subject to the following terms and conditions:

- a. The work week shall consist of forty (40) hours with daily hours worked between 7:00 a.m. and 6:00 p.m. Employees are not expected to work more than an eight (8) hour shift, unless approved by their Manager.
- b. For Meter Readers, the Employee's start and stop time is determined by the travel time for the Employee to travel from his/her home to the Operation Center or point agreed to by the Company and Union. This amount of time is added to the beginning and to the end of the day. Meter Readers who are not required to Home Start may make written request to the Company to do so. The Company will grant such requests dependent on available equipment.

- c. Routes for Meter Reader Home Start positions are scheduled for reasonable route schedules to allow for eight (8) hours of work per day, including two (2) fifteen (15) minute breaks and the work associated with the uploading and downloading of information as well as other incidental work and preparation.
- d. Disputed route times will be standardized jointly by the Union and Company.
- e. Home Start positions will be assigned a vehicle to keep at his or her residence. All tools and equipment will be secured within the vehicle except for computer equipment.

16.6.6 A Connector/Disconnecter is an Employee who after completion of designated meter connect/disconnect training may be assigned to connect and/or disconnect single-phase self-contained meters up to 240 volts, connect and/or disconnect three phase customers at the circuit breaker (provided the breaker meets safety criteria), change out single-phase obsolete meters, reads meters, distributes collection notices, collects monies due the Company when required and performs other work as assigned.

16.6.7 An Equipment Serviceman Working Foreman is a Journeyman at a District who has held the position of Equipment Serviceman In Charge or Journeyman Equipment Serviceman for a minimum of one (1) year and (a) is a qualified Equipment Serviceman; (b) schedules work for the garage; (c) performs all work required of other Equipment Serviceman classifications; (d) shall be responsible and in charge of a garage including tools, test equipment, spare parts, and supplies provided by the Company, maintains equipment records; (e) instructs personnel in operation and preventive maintenance procedures of assigned equipment; and (f) has Foreman responsibilities over Journeyman Equipment Serviceman and/or Equipment Serviceman B classifications. The wage rate is ten percent (10%) above the Journeyman Equipment Serviceman.

16.6.8 An Equipment Serviceman In Charge is a Journeyman who is: (a) the single Journeyman Equipment Serviceman at a District Headquarters; (b) qualified to and does overhaul, repair, and maintain automotive and utility work equipment including hydraulic, electrical, and pneumatic driven components and equipment; (c) qualified to operate a garage and maintain equipment records; and (d) qualified to instruct personnel in operation and preventive maintenance procedures of assigned equipment. The wage rate is five percent (5%) above the Journeyman Equipment Serviceman.

16.6.9 A Journeyman Equipment Serviceman is an Employee who (a) is qualified to and does overhaul, repair and maintain automotive vehicles and utility work equipment, including hydraulic, electrical and pneumatic driven components; (b) is qualified to operate a headquarters shop and maintain equipment maintenance records; and (c) instructs operating personnel in preventive maintenance procedure for assigned vehicles.

16.6.10 An Equipment Serviceman B is an Employee who is in training to become a Journeyman Equipment Serviceman and who (a) is by training and experience a qualified automotive or mechanized construction equipment mechanic who has successfully completed the standard qualifying examination; (b) by additional training and experience including approved study courses, he shall qualify himself as an Journeyman Equipment Serviceman in a maximum of two (2) years.

16.6.11 An Equipment Serviceman Helper is an Employee who (a) assists Equipment Servicemen, (b) cleans, lubricates and services automotive equipment and (c) performs minor vehicle and equipment repair work and other miscellaneous work as assigned.

## 16.7 Engineering Department

16.7.1 An Engineering Clerk is an Employee whose duties may include but are not limited to the following: Logs, routes and verifies the accuracy and reasonability of all expenditure requisitions of the division; posts and checks maps, maintains files and assists in E.R. preparation. Processes contact permits and billing reports, prepares or checks voucher requisitions, time and car mileage reports, expense accounts, tax and joint use reports, and performs related office and clerical duties.

16.7.2 A Draftsman, Senior is an Employee who assists Design Engineer in the design of lines, substations, structures, switching stations and other similar structures of either steel or wood construction by developing and detailing ideas, rough sketches and notes into detailed drawings. Does the more complex design drafting with only general supervision and may direct the activities of other draftsmen. Develops minor design on own initiative, makes minor calculations as required and provides bill of material necessary for construction.

16.7.3 A Draftsman is an Employee who, under direct supervision of an Engineer or Senior Draftsman, skillfully uses drafting instruments and other drafting equipment in preparing accurate and detailed drawings such as maps, profiles, structure details, wiring diagrams and

electrical layouts of lines and substations, from rough or detailed sketches, notes or verbal instructions, making minor calculations pertaining to drawings and indicating dimensions and details.

16.7.4 An Engineering Aide, Senior is an Employee in direct charge of a field survey crew of three (3) or more men (including himself) and who works under the supervision of an Engineer. He shall be qualified to perform surveying as required for design, location and staking of power lines; he shall also be qualified to perform property surveys, make section ties, keep notes, make calculations and assemble information necessary for federal, state, private and other right-of-way acquisition. His qualifications may not necessarily be limited to the foregoing.

16.7.5 An Engineering Aide is an Employee who assists Field Engineer, or Engineering Aide, Senior, in the preparation of field notes and records by making sketches and rough drawings and noting distances; assists with field survey and planning; acts as Chainman on either front or rear of surveyor's tape, reading tape and recording data; uses transit for field work such as turning angles, stadia and profiling; locates power lines, property lines and subsites; calculates, tabulates and prepares reports as required in the office and performs all other field work done by an engineering crew.

#### 16.8 District Clerk Classifications

16.8.1 Area/District Operations Clerks' duties may include but are not limited to: Prepare or check crew time reports, mileage reports, work orders, disability reports, material issue tickets, and other miscellaneous reports and orders. Analyzes operating account, reviews job costs, and assists in compiling the operation and construction budgets. Assists in scheduling work to field personnel and crews, and receives and dispatches trouble calls to field personnel and crews, and other duties as assigned. These are grandfathered positions.

16.8.2 Area Operations Clerk Located in a division Operations Center where required. A qualified District or Assistant operations Clerk. May provide limited supervision of Assistant Area Operations Clerk, Operations Clerk "A", "B", "C", or "D". Assists in scheduling work for line crews, servicemen, and field crews. Maintains dispatch board. Performs clerical and other work as assigned. This is a grandfathered position.

16.8.3 District Operations Clerk Located in Operations Center where required. A qualified Operations Clerk "A". May provide limited supervision of Operations Clerk "A", "B", "C", or "D". Assists in

scheduling work for line crews, servicemen, and field crew. Maintains dispatch board. Performs clerical and other work as assigned. This is a grandfathered position.

16.8.4 Outage Operations Clerk: This is a grandfathered position.

16.8.5 Service Coordinator "A": Receives and dispatches trouble calls to line crews, field personnel, and servicemen. Assists in scheduling work to field personnel and crews. Prepares or checks crew time reports, mileage reports, disability reports, material issue tickets, and other miscellaneous reports and orders. Performs payroll preparation, work orders, maintains compliance reports and records, and other data entry. Analyzes operating account, reviews job costs, and assists in compiling the operation and construction budgets. Updates work tracking on a daily basis, enters meter exchange data, enters connect/disconnect reads, inputs meter and service removals/installs. Performs data entry into the Regional Construction Management System (RCMS) or subsequent system. May create external invoices, maintain line extension contract files, perform additional customer follow-up, and other duties as assigned.

16.8.6 Service Coordinator "B", "C", "D": Performs payroll preparation, work orders, maintain compliance reports and records, and other data entry. Analyzes operating account, reviews job costs and assists in compiling the operation and construction budgets. Updates work tracking on a daily basis, enters meter exchange data, enters connect/disconnect reads, inputs meter and service removals/installs. Performs data entry into the Regional Construction Management System (RCMS) or subsequent system. May create external invoices, maintain line extension contract files, and performs additional customer follow-up, and other duties as assigned.

16.8.7 Service Coordinator "A": Has successfully completed the required training and evaluation segments in the "B" level position as determined by the Joint Clerical Training Committee.

16.8.8 Service Coordinator "B": Has successfully completed the required training and evaluation segments in the "C" level position as determined by the Joint Clerical Training Committee.

16.8.9 Service Coordinator "C": Has successfully completed the required training and evaluation segments in the "D" level position as determined by the Joint Clerical Training Committee.

16.8.10 Service Coordinator "D": Must demonstrate keyboard proficiency (45 wpm), familiarity with Microsoft Office Suite, and oral and written communication skills.

## 17.0 WORKING RULES

17.1 Metemen shall have jurisdiction over all meters and instrument work, except that the connection and disconnection of meters may be done by other than Metemen.

17.2 All framing of poles shall be done under the supervision of Journeyman Linemen. The majority of Employees on crews setting poles or substitutes therefore shall be Journeyman Linemen. In determining a majority in such cases, the Foreman shall not be counted unless he is a Working Foreman.

17.3 All stubbing of poles by line crews on transmission and distribution lines owned by the Company shall be done by Journeyman Linemen, assisted by the necessary number of Groundmen or Trainees.

17.4 Installation and maintenance of all direct burial underground electrical circuits, both secondary and primary, and of outdoor pad-mounted transformers used on this type of installation shall be done by regular transmission and distribution classifications as specified in Section 23.1 hereof.

17.4.1 Location and detection instruments used in connection with maintenance and construction of the underground equipment described in Section 17.4 will be operated by Journeymen.

17.5 When more than one shift of Employees work at any location, they shall be permitted to relieve one another from time to time if they so desire, upon the approval of their supervisor, and as may be permitted under Wage and Hour laws and regulations.

### 17.7 Rubber Gloving Voltages Up To 25,000 Volts

The Company will provide Employees required personal protective equipment to include five (5) F.R. rated shirts, one (1) F.R. rated sweatshirt, and one (1) F.R. rated switching jacket. The F.R. rated shirts and sweatshirts will be replaced by the Company as warranted.

Rubber glove training and certification will be required before gloving voltages over 5kv and recertified every three (3) years. The Company will retain the option to give refresher training more frequently, as needed.

When working voltages of 5,001 – 25,000 volts, work shall be done from insulated platforms or approved bucket trucks that are tested every six (6) months. The testing interval will be reviewed annually by the Rubber Gloving Committee to determine if they can safely be done less frequently.

#### 17.8 Generation Non-Journeyman Tools

With appropriate training, Employees may use general hand tools to perform non-journeyman tasks. The basic hand tool lists includes: wrenches, pliers, hammers, screwdrivers, pry bars, jackhammers, chippers, basic electric power tools, etc.

The parties understand and agree the list of tools is not exhaustive and may include other situations to be presented to the site specific forums.

#### 17.9 Generation Non-Journeyman Tasks

With appropriate training, an Employee may perform non-journeyman tasks to include: replacement of non-test gauges (300 psi service maximum), perform specific lubrication duties including changing canister type filters (air, water, oil), unplug lines, (excluding chemical lines and cutting access to lines), repair main condenser tube leaks, relamp area lighting screw-in bulbs and/or snap-in tubes excluding high intensity discharge lamps (HID) as determined by the local forums, remove, replace inspection access doors except machine housings, casing, pump motors and gear boxes, erect and remove Safeway/Tube Lock type scaffolding, test 120V extension cords and other tasks requiring similar skill and knowledge levels.

#### 17.10 Generation Journeyman Tools

This Section applies to Control and Electrical Technicians, Plant Mechanics, and Heavy Equipment Mechanics. The following is a list of tools Journeyman use in the performance of their work.

Welding/cutting equipment/soldering equipment, precision tools, taper bore, EZ-outs, threading devices, machine shop tools, reamers,

vertical band saws, lapping blocks, drill press, honing devices, cutoff saws, hoisting equipment for specialty rigging (specialty rigging is defined as anything over 500 lbs or a 6' lift, which may also be performed by, or under the direction of a qualified H.E.O. or E.O.), impacts, Port-a-powers, precision alignment instruments, powder activated fasteners, beveling devices, specialty test equipment (gauges and instruments), specialty tools (crimpers, conduit benders, and calibration tools), gauges, instruments, V.O.M. and amp meters, hydraulic knockout punches, etc.

#### 17.11 Tasks Performed by Trained Employees

With appropriate training, Employees may use general hand tools as described below and perform tasks identified below. It is understood this does not diminish current work practices already being performed by Generation Employees. This list may be modified by mutual agreement between the Union President or his designee and the Company.

##### General Hand Tools

- Wrenches
- Pliers
- Hammers
- Screwdrivers
- Pry bars
- Jackhammers
- Chippers
- Basic electric power tools
- Impact wrenches

##### I. Examples of AO/AAO tasks:

##### Mechanical

- Open and close vessels\*
- Replace threaded components
- Lubrication\*
- Safety PMs\*
- Filter changes to include baghouse bags\*
- Valve repacks
- Hose replacements\*
- Building and grounds maintenance\*
- Open, inspect, and clean:\* (technical inspections will be performed by journeymen)

- Fans
- Tanks
- Trenches
- Baghouses
- Oil separators
- Traps
- Strainers
- Cleanouts
- Ductwork
- Hoppers
- Feeders
- Bearing lubrication\*
- Flanged valve replacement
- Unplug pumps and low pressure piping systems\* (excluding chemical lines and cutting access to lines)
- Repack lrs and lks, adjust packing
- Erect and remove manufactured scaffolding\*

#### Electrical

- Replace broken tubing and fittings – (less than 300 psi)
- Lube PMs\*
- Safety PMs\*
- Filter PMs\*
- Trend set-up
- Nuisance alarm suppression following engineering protocol
- 110v cord repair
- 110v cord testing\*
- Lighting repair up to 125v
- Lighting relamp\*
- Change control power fuses up to 125v
- Blow pulverizer taps

#### II. Tasks performed by employees:

All employees who have been properly trained may perform tasks identified in Section I by an asterisk (\*).

17.12 The Company and Union will form a team of trained volunteer Employees to be used to perform boiler deslag other than blasting. The boiler deslag team will be open to all classifications by seniority. All volunteers will receive initial and refresher training. An Employee trained

for boiler deslag will receive their own classification wage rate when performing boiler deslag operations.

## 18.0 HOURS OF WORK

18.1 The standard work week shall coincide with the calendar week and shall consist of seven (7) days beginning Sunday at 12:01 a.m. It shall consist of five (5), eight (8) hour work days and two (2) days off, unless otherwise agreed to by the Company and the Union. The work day shall coincide with the calendar day and shall consist of twenty-four (24) hours beginning at 12:01 a.m., provided that an Employee who works a regularly scheduled night shift, starting before midnight and continuing past midnight, shall be considered as having worked one day only.

In the even a standard work week other than that set forth in Section 18.1 is agreed to by the Company and the Union, Representatives of the Company and Union shall promptly meet to determine the application of the rules in this Working Agreement.

18.2 Except for Employees working on rotating or special shifts established in Sections 18.3 and 18.4 the normal work week for all other Employees in the Wyoming Region shall start on Monday and continue through Friday with Saturday and Sunday as regular days off. The normal hours of work will be from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. Arrangements may be made between the appropriate Manager and a majority of the Employees affected for a one-half (1/2) hour lunch period in which case the regular work day will end at 4:30 p.m. (See also Section 18.6.1).

Shift starting times may be changed by mutual written agreement between the Union and the Company.

18.3.1 Rotating shifts are defined as shifts established to have Employees on a job which continues twenty-four (24) hours a day and seven (7) days a week. Employees working on such shifts shall be known as shift workers. They shall periodically rotate from one shift to another, eight (8) consecutive hours on duty shall constitute a work day. The two (2) days off shall be in sequence, provided that Relief Shift personnel may be scheduled to take a single day off at the beginning or end of a regular period of operating shifts and three (3) days off in sequence at the other end of such period of shifts if required for regular, vacation, or approved leave relief work and provided that the last day off shall coincide with the man's normal Sunday.

By mutual agreement between the Employee and the Company, the relief operator may work as many as ten (10) consecutive days in a row without a day off.

18.3.2 Rotating shifts will be established only for (1) Coal Handling personnel and (2) Power Plant Operating Personnel and (3) Jim Bridger Plant Laboratory Assistants.

18.3.3 Transfers of Rotating Shift Workers, except the designated relief man, from one shift to another shall be so arranged that no loss in regular pay results, and a minimum of sixteen (16) hours off duty shall be allowed, except where otherwise agreed upon by the parties directly affected.

18.4.1 Special shifts are defined as (1) scheduled shifts of a continuing (not less than ninety (90) days except as provided in Sections 18.4.5 and 18.4.6 for unit shutdowns) or (2) permanent nature, established to perform necessary regularly reoccurring work that cannot be practically performed during regular days and hours. Establishment of such shifts and assignments of Employees thereto shall be held to a minimum consistent with the necessity of providing utility service and performing the required work. The necessity for continuing such shifts shall be under constant review and they shall be eliminated or reduced when the requirement ceases to exist.

Where Power Plant Maintenance or stores work is required on a seven (7) day, twenty-four (24) hour basis, the Employees involved shall be Special Shift Workers, except that they shall not observe a meal break but eat at the convenience of the work being performed, and will be worked on a four (4) crew, twenty-eight (28) day rotating schedule. Where there are more Employees eligible for seven (7) day, twenty-four (24) hour coverage than required, the excess Employees shall be assigned to day shift.

Transfer of Special Shift Workers within a Plant to fill vacancies or permanent openings required to perform work that is not of a temporary nature shall be filled by Letter of Transfer as provided in Sections 14.3.3 and 14.3.4. For purposes of this Section, temporary work is defined as work of less than six (6) continuous months.

When filling a valid backshift vacancy the following steps will apply:

- a. Letter of Transfer file, then
- b. Volunteer within classification.

- c. Force the least senior employee in classification Plant wide.

Such shifts shall conform as nearly as possible to standard shifts that begin at 8:00 a.m., 4:00 p.m., or 12:00 midnight, with one (1) hour variation in starting time permitted. The work day shall provide for a lunch time of one-half (1/2) hour duration which may be scheduled one-half (1/2) hour ahead or following the mid-time of the shift. The shift schedule shall provide for two (2) days off in sequence and to include Saturday and/or Sunday if the schedule can be so arranged and accomplish the work. Employees of that work group and of the same classification may be rotated through the special shift assignment on a scheduled basis to include all such Employees in sharing the special shift.

18.4.2 The responsible manager (Area, Plant) shall advise the Union President in writing thirty (30) days in advance of the modification of the schedule of any existing special shift, the elimination of a special shift or the establishment of a new special shift.

18.4.3 The regular scheduled week of work of an Employee may be changed from one shift to another for (a) training or (b) transfer to another shift lasting seven (7) days or longer. Such schedules shall be so arranged that no loss in regular pay results and the Employee receives a minimum of sixteen (16) hours notice, except where otherwise agreed upon by the parties directly affected. Rotating shift Workers that have their shift changed for training may be required to have a dedicated unpaid lunch period, if the training class is a mixed group of Rotating Shift Workers and day shift Special Shift Workers.

18.4.4 Special shifts will be established within the following schedule:

**DISTRICTS:**

Serviceman, Casper            Mon – Fri; 1:00 p.m. – 9:00 p.m.

Equipment Service            Tues. – Sat; Day Shift

Stores/Logistics                Mon – Fri; Day Shift

**POWER PLANTS:**

Maintenance                    Sun – Sat; Day Shift

Lab Assistants – DJ Plant Sun – Sat; 24 Hours

Stores Sun – Sat; Day Shift

PERSONNEL HIRED OR TRANSFERRED INTO POWER  
PLANT MAINTENANCE OR STORES SUBSEQUENT TO  
APRIL 25, 1980;

Maintenance Sun – Sat; 24 Hours

Stores Sun – Sat; 24 Hours

18.4.5 Office and General Stores Employees assigned to the regular day shift may have their starting time and lunch hour adjusted by a maximum of one (1) hour without being classified as special shift Employees.

18.4.6 A Steam Plant Operating Employee assigned to perform other work requiring a change in his normal shift while a unit is shut down for inspection or maintenance, will be scheduled so that no loss in regular pay results, a minimum of sixteen (16) hours advance notice is given and a minimum of sixteen (16) hours off duty is allowed. Otherwise, the Employee shall be compensated for the first shift so worked at the equivalent of the overtime rate, with subsequent shifts at the straight-time rate. Such Employee shall be given at least sixteen (16) hours advance notice and seven (7) hours off duty before returning to his normal assignment and shift. The provisions of this Section shall not apply when the Power Plant Operating Employee is temporarily assigned to resume his operating duties under the direction of the Shift Supervisor or Control Operator responsible for the shut down unit and no change in scheduled hours of work is involved.

18.4.7 A Steam Plant Maintenance Employee normally working the established day shift, when transferred to a shift work schedule between 4:00 p.m. and 8:00 a.m. to perform work during a generating unit overhaul or shutdown lasting seven (7) days or longer, unless given sixteen (16) hours off duty, shall be compensated for the first shift so worked at the equivalent of the overtime rate and subsequent shifts at the straight-time rate. The change shall be made so that no loss in regular pay results. Such Employee shall be given at least eight (8) hours off duty before returning to his normal shift schedule.

18.4.8 Steam Plant Special Shift Maintenance and Stores relief coverage will be shared by all Employees in classification, eligible for such

shift. The assignments will be made on a one (1) work week basis to match the twelve (12) hour agreements at the Plant location on a rotation basis, beginning with the least senior eligible day shift Employee within their work group. Scheduled personal time shall take precedence over relief assignments. Relief coverage will be for absences. Only one shift change will be allowed per Employee in any work week.

When the designated relief Employees are required to change to another shift schedule during the current work week, the first shift worked will be at the overtime rate, all other relief shifts shall be at the straight-time rate.

When the designated relief Employees are notified prior to the end of their shift on Friday, their relief schedule will be arranged such that no loss in pay results, days off will be mutually agreed to and relief shifts will be worked at the straight-time rate.

18.4.9 Extended Hour Shifts: in the thermal plants, Employees will not be allowed to continue working beyond sixteen (16) consecutive hours except when (1) there is an emergency where qualified replacement cannot be readily obtained, (2) if additional overtime hours will enhance job completion, or (3) an Employee elects to work his regular shift.

Consecutive hours shall be defined as those hours worked consecutively or intermittently without receiving a minimum of seven and one-half (7 ½) hours relief from work.

When an Employee works sixteen (16) or more consecutive hours, the Employee will not be available for additional overtime hours until they have at least seven and one-half (7 ½) hours relief from work.

18.5 Work in excess of eight (8) hours per day, except as provided in Section 18.1, or in excess of forty (40) hours in any work week shall be considered overtime, but hours of work for which daily overtime is paid shall not be included in computing weekly overtime.

18.6.1 Employees shall report for work at their regularly established shop and shall go from shop to work and return on Company time. Crews or individually assigned Employees who observe a one (1) hour lunch period as determined in Section 18.2 may elect to return to headquarters or a commercial eating establishment in Company furnished transportation provided that the elapsed time for traveling and eating will not exceed the normal one (1) hour lunch period and the time spent in such

travel shall not be considered time worked. A crew or an individually assigned Employee who has arranged to observe a one-half (1/2) hour lunch period shall eat lunch at the job site.

18.6.2 Headquarters for the Dave Johnston Plant shall be the Plant area.

Headquarters for the Jim Bridger Plant shall be the Jim Bridger Plant area, except when an Employee is assigned to report for work at the Jim Bridger water pumping plant near Green River, Wyoming.

18.7 Employees sent away from headquarters **overnight** shall be paid their regular scale of wages until returned to headquarters on Company time.

Per Diem expenses which include tax and tips will be paid as follows:

- a. The per diem for out of domicile is the current IRS per diem rate (based on the M&IE allowance calculated by the high-low method) for full days out of domicile.
- b. The Employee will be paid at seventy-five percent (75%) of the per diem rate on travel days.
- c. When a Company-provided meal is available, the Employee will be paid at seventy-five percent (75%) of the per diem rate.
- d. The current IRS per diem rate will be posted on Company bulletin boards and electronically on the Company Intranet.
- e. Per diem supersedes all overtime meals except the supper meal and appropriate overtime meals on a travel day.
- f. When Employees elect to stay with family or friends for a business trip that requires an overnight stay, the Company will pay a lodging allowance of \$35 per night. Pre-approval of Management is required.
- g. On rare occasions, if meals total more than the above amounts, itemized receipts for all meals that day must

accompany the submitted expense report for approval. These rare occasions could occur when assigned to work or attend training classes in a high expense location, such as a large metropolitan area. Each case must be pre-approved by the Employee's immediate supervisor. Approval for full reimbursement will not be given unless the Employee can provide adequate justification for exceeding the above limits.

The following are excluded from this expense payment agreement:

- a. Purchase of alcoholic beverages;
- b. Purchase of other than Employee's meal;
- c. Reimbursement for meals not eaten.

It is the responsibility of the Employee to keep accurate records for personal IRS purposes.

It is the intent of the parties in creating this Agreement that when an appropriate meal is furnished by the Company, Employees will not request reimbursement.

Headquarters shall be the place where the Employee is regularly employed. An Employee so assigned shall be returned to his regular headquarters on Company time no less frequently than every other weekend.

18.7.1 When crews are working on Main Grid transmission work for more than seven (7) consecutive calendar days, they will be paid a seven percent (7%) premium for the duration of the work assignment.

This does not mean the crew must work Saturday and Sunday to be eligible for the premium.

18.8 An Employee transferred from one location to another at Company request shall be paid his regular scale of wages in connection with a transfer for regularly scheduled hours of work.

## 18.9 MEALS

18.9.1 The intent of this Section is to ensure that Employees are not required to work extended periods beyond normal meal times, and the intent is not to accommodate such delays by payment of overtime.

18.9.2 Meal times are designated as follows:

- Breakfast: Begins two (2) hours before the beginning of the Employee's regular shift.
- Lunch: Begins midway during the Employee's regular shift.
- Dinner: Begins two (2) hours after the Employee's regular shift.
- Supper: Begins six (6) hours after dinner.

Meal periods are one (1) hour in duration unless otherwise agreed to by the parties.

18.9.3 When conditions imposed upon the Company require that work be performed during the regular noon time lunch, the Foreman or immediate supervisor may, upon at least one (1) hour's notice, advance the meal time one-half (1/2) hour, or delay it one (1) hour.

If the job exceeds more than the one (1) hour here in before adjusted, the Employee will be paid at the overtime rate for the lunch period and will be provided a paid lunch period at the end of the adjusted period. Any further delaying of those periods should only occur when public safety risks need to be addressed.

18.9.4 Rotating shift workers do not observe a meal break but eat at the convenience of the work being performed.

18.9.5 The intent of this Article is not to accommodate the undue delay of meal periods, as all Employees and their supervision are equally committed to safe work practices, excellent customer service, and professional working conditions.

Employees who are at work during a regularly scheduled meal period, other than the regular lunch period or mid-shift meal as provided

above, shall break from work for rest and nutrition, which will be eaten on their own time.

Power Delivery: In remote locations, where restaurant or eating facilities are unavailable, the Steward and District Manager shall meet and agree to a mutually acceptable arrangement for providing meals. If mutual agreement cannot be reached, the issue will be referred to Labor Relations and Local 127 leadership for resolution. The intent is that the Employees will break for rest and nutrition at the prescribed intervals and that delaying those periods should only occur when public safety risks need to be addressed. Best judgment is expected to be used by both the Union and Management.

For Power Delivery Employees, it is recognized that the above mentioned release will be on the Employee's own time unless agreed otherwise because of remote locations. It is also recognized that there will be times when the non-paid time spent away from the work site may exceed the one-half (1/2) hour time frame and that both the Employees and supervision will act maturely in addressing such circumstances. With equal commitments to safety, customer service, economic efficiency and quality of work life, common sense and good judgment should be the guiding factors in this regard.

18.9.6 The Company shall arrange to have meals provided for at the Generation locations. Meals shall be high quality and arranged to insure freshness and of both hot and cold variety. Meal types shall include breakfast, lunch and dinner. Hot and cold drinks will be available as well as snacks and desserts.

18.10 Employees are required to provide all their prescheduled overtime meals if given six (6) hours notice prior to reporting to work shifts of twelve (12) hours or less.

18.11 Overtime meal allowance(s) will be provided by the Company in compliance with Sections 18.9.2 and 18.10 unless there is a Company provided meal. They will be paid on the Employee's paycheck as follows:

- |    |           |         |
|----|-----------|---------|
| a. | Breakfast | \$ 9.00 |
| b. | Lunch     | \$ 9.00 |
| c. | Dinner    | \$15.50 |
| d. | Supper    | \$15.50 |

18.12 Employees shall not be paid for the time required to eat a meal, except for the following situations:

- a. A rotating shift worker who cannot observe a meal break while on duty will eat at the convenience of the work being performed during paid time.
- b. An Employee entitled to a delayed breakfast which must be eaten during his regular shift will be paid his regular straight-time rate while eating such meal.

## 19.0 WAGES

19.1 All time worked as the regular workday or work period on the Company's normal, regular and scheduled operations is to be performed as regular straight-time work.

19.1.1 Except on buildings where no exceptional hazards exist, a Power Delivery Employee working on a structure greater than eighty (80) feet above the ground, shall receive one (1) hour additional pay at his regular straight-time rate for each hour worked at such height.

19.2 Overtime is defined as (a) time worked in excess of eight (8) hours per day, (b) time worked in excess of five (5) eight (8) hour days or forty (40) hours in any work week, except that hours of work for which daily overtime is paid shall not be included in computing weekly overtime, (c) time worked on a non-workday, and (d) time worked outside of regular work hours on a workday.

Compensation will not be paid for the time required to eat a meal under this Section 19.2, except as otherwise provided under this Agreement.

19.2.1 Overtime compensation at the rate of one and one-half (1 ½) times the regular straight-time rate of pay shall be paid to Employees for hours worked as defined in Section 19.2 except that:

19.2.1.1 Time worked by an Employee on his day off which is scheduled as a Sunday shall be paid at the rate of two (2) times the straight-time rate.

For the purpose of determining the overtime rate of pay for Saturday or Sunday, the first regularly scheduled day off in any calendar

work week is a Sunday and second regularly scheduled day off is a Saturday. This rule applies to both rotating and special shifts.

19.2.1.2 Employees who are scheduled to work and do work or are called out to work on a holiday recognized under this Agreement, shall be paid at the rate of two (2) times for all hours worked, midnight to midnight on the observed holiday. Additionally, the Employee will receive eight hours of holiday pay.

19.2.1.3 Time worked by an Employee between the hours of 10:00 p.m. and 6:00 a.m. which are outside of his normal shift or his shift herein adjusted, shall be paid at the rate of two (2) times the straight-time rate.

19.2.1.4 An Employee who is called to work or prescheduled and does work more than four (4) hours after 12:01 a.m. shall receive two (2) times the straight-time rate for all hours worked until the start of the normal day shift.

19.2.1.5 An Employee who is called to work after the end of their normal shift or overtime assignment will be paid two (2) times the straight time rate for the overtime assignment that day unless the Employee is given at least six (6) hours advance notice of the beginning of the overtime assignment. The Company agrees not to call Employees between the hours of 10 p.m. and 6 a.m. to avoid paying overtime at the double time rate.

19.2.2 No combination of overtime or premium pay under this Agreement shall result in a total rate of pay greater than one and one-half (1 ½) times the regular straight-time rate, except as provided in Sections 8.2.2, 8.5, 18.9 and 19.2.1 hereof.

19.3 An Employee shall be paid at the overtime rate for all time worked on other than his regular shift or day, including work during meal periods when such time is not part of his regular shift.

19.4 An Employee reporting to work or called from his home on other than his regular day or shift shall receive pay at the overtime rate for a minimum of two (2) hours, including not more than one-half (1/2) hour required for reporting for duty, unless his starting time is less than two (2) hours before the beginning of his regular shift. Employees of the Jim Bridger Plant reporting or called out under this provision shall receive pay at the overtime rate for a minimum of two and one-half (2 ½) hours. If at least six (6) hours' notice has been given, time for pay purpose shall begin when he returns to headquarters. Call-out time with less than six (6)

hours' notice shall begin when the Employee is called, shall not include meal time, and shall end when he returns to the place from which he was called, but the maximum reporting time allowable with pay shall be one-half (1/2) hour, with a similar maximum time allowable for return after release from work.

No travel allowance for return to the place from which he was called shall be payable if the time worked extends into the Employee's regular work shift and he is released from work at the end of that regular shift.

## 19.5 OVERTIME

19.5.1 Qualified Employees in each District, Department, Plant or Plant Maintenance Work Group shall be afforded the first opportunity for overtime work within classification, on callout or prescheduled overtime. If a change in the establishment of such work groups (also called crews) is necessary, Section 1.5 of the Working Agreement will be applied.

### 19.5.2 OVERTIME PRINCIPLES

19.5.2.1 Both parties acknowledge that in the scheduling and the duration of overtime assignments Employee and co-worker safety will never be compromised.

19.5.2.2 Overtime work is assigned by Management and no overtime work is allowed unless authorized by the Employee's supervisor or other member of Management.

19.5.2.3 The opportunity for overtime will be equalized if possible among those Employees in each classification.

19.5.2.4 Neither Management nor the local Union will tolerate the intentional manipulation or non-compliance with these provisions for overtime scheduling and the equalization of opportunity.

19.5.2.5 To apply the provisions of Sections 19.7 and 19.7.1, it is recognized that the stated time of 12:01 a.m. rotates with the clock to represent the Employee's normal shift.

### 19.5.3 OVERTIME DEFINITIONS

19.5.3.1 Overtime Equalization Group – Employees in the same classification or multiple classifications in Power Delivery on the same shift schedule who are grouped for the purpose of equalizing overtime opportunities throughout the year. The Overtime Equalization Groups were discussed and defined during 2004 Negotiations and are listed in an Appendix A at the back of this Agreement.

19.5.3.2 Crew Overtime – Overtime that is known during the regular shift and that begins before the next scheduled tailboard meeting in that work week.

19.5.3.3 Pre-scheduled Overtime – Overtime that is known during the regular shift and that begins after the next morning's tailboard meeting and is not crew overtime.

19.5.3.4 Callout Overtime – Overtime work that is not prescheduled and is offered and accepted after the Employee's normal shift.

19.5.3.5 Volunteers – During the morning tailboard, Generation Employees will make their interests known each morning when their supervisor or person responsible for the crew asks for overtime volunteers.

Individuals on volunteer lists are required to respond to overtime requests. Volunteers are not required to sit home and wait for a call. The Employee may provide an alternate phone or pager number. If no alternate number is provided, the Company will leave a message at the Employee's home and the volunteer is obligated to return the Company's call to see if the need to fill the overtime assignment still exists.

Assignment of volunteers shall be done by low to high overtime hours from the overtime list.

19.5.3.6 Classification Overtime List – An overtime list which contains all of the Employees in a specific classification sorted from low overtime hours to high overtime hours.

19.5.3.7 Crew Overtime List – An overtime list which contains all of the Employees in a specific crew which are extracted from the Classification Overtime List.

19.5.3.8 Force List – An overtime list which is used to provide manpower when there are not enough volunteers available to work.

## 19.5.4 OVERTIME ADMINISTRATION

19.5.4.1 Actual hours of overtime worked will be updated on a pay period basis. The new overtime lists will be used for the subsequent payroll period. The force list will be updated and posted on a weekly basis per the local practice.

19.5.4.2 When overtime work is to be offered to an Employee, the contact will be made in person, by telephone or in writing by supervision. Employees must provide a current and accurate telephone number.

19.5.4.3 For Generation overtime, when making callout overtime assignments, the callout list will be followed from low hours to high hours from 7:00 a.m. through 7:00 p.m. and will be reset back to the low hours individual from 7:00 p.m. through 7:00 a.m.

19.5.4.4 Scheduled Personal Time: Employees will not be asked to work, or forced to work, overtime when on regularly scheduled days off in conjunction with scheduled personal time day of eight (8) or more hours. This rule also applies to the floating holidays since they must be prescheduled. This applies not only to overtime worked during the time off period but also for overtime that will be scheduled during the time off period. When an Employee desires to work overtime while on personal time, the Employee must give written notification to the Company preceding the scheduled personal time. The Employee will be called according to their overtime hours after the volunteer list has been exhausted. Should the Company be in the condition of having to force people, working all crews on extended hours or voluntary overtime and an Employee on scheduled personal time calls in and offers to work they will be permitted to work. In no case will the Employee be forced to work overtime. For jobs seven (7) calendar days or longer (including days off), an Employee may take an entire day of personal time without being permanently replaced on the overtime assignment.

19.5.4.5 Call-in Personal Time: (Section 9.4.1) An Employee shall remain exempt from all overtime and force situations during the twenty-four (24) hour period beginning at the start of the Employee's regularly scheduled shift on the day the Employee calls in. For an extended absence this exemption will last until the Employee returns to work. This applies not only to overtime worked during the time off period but also for overtime that will be scheduled during the time off period. For jobs lasting less than seven (7) calendar days, an Employee that takes an entire day of personal time will be replaced on the overtime assignment.

19.5.4.6 Overtime lists will be returned to zero hours on January 1 of each year with Employees listed from most senior to the least senior for the purpose of offering overtime in the New Year.

19.5.4.7 An Employee when hired, reclassified, transferred, or returning to work after being off because of illness, injury, light duty, or leave of absence for more than thirty (30) calendar days, shall be averaged on the current callout list.

19.5.4.8 If an Employee is bypassed for an opportunity to work overtime, the Company Manager or authorized representative and Union steward will promptly meet to investigate the facts involved in this incident. If it is established that Management did in fact improperly bypass an Employee, the Employee(s) who were bypassed will be paid for the lost overtime and charged for the appropriate overtime hours. There may be instances when the parties agree that make up overtime is the appropriate remedy rather than pay for lost time.

Bypasses as provided for under subsection 19.5.4.12 are not subject to these provisions unless the bypass occurred within the special skills group.

19.5.4.9 Forced Overtime Assignments (Does not apply to Power Plant Operations Employees): At each work location, classification(s) will decide how forcing will be done from one of the following options:

Option A: If Employee(s) are forced to work overtime outside of their regular work hours, (mandatory work through a lunch period is not a forced overtime assignment) due to the lack of volunteers, the Employee(s) in that classification will be forced to work overtime assignments by reverse order of seniority. The force list will be zeroed out at the beginning of each year and will be relisted by reverse seniority. The least senior Employee must be forced and work that assignment, before moving to the bottom of the list. Employees who are forced to work and subsequently find a volunteer to cover their assignment do not rotate to the bottom of the list until they work a forced overtime assignment. Employee(s) remain at the top of the list for an entire week. If forced during the week, the Employee will be rotated to the bottom of the list at the next weekly update and not forced again until everyone on the classification wide force list has been forced. Employees with special skills will be included on a separate force list specific to their special skill certification and the list(s) will be administered as described above. A forced overtime assignment for a

special skill does not satisfy a force requirement in the Employee's base classification.

Option B: If Employee(s) are forced to work overtime outside of their regular work hours, the Employee(s) in that classification will be forced to work overtime assignments by low hours force. The force list will be zeroed out at the beginning of each year and will be relisted by reverse seniority.

If there is more than one classification at a work location, that location can only have one of the above listed options for forced overtime.

On jobs lasting seven (7) days or less, the forced Employee will be expected to complete the assignment.

On jobs lasting more than seven (7) days, the forced Employee will be required to perform the assignment until the next force list is published. The Employee may elect to continue the assignment.

19.5.4.10 An Employee when hired, reclassified, transferred, or returning to work after being off because of illness, injury, light duty, or leave of absence for more than thirty (30) calendar days, shall be placed on the force list in the position where their seniority would place them.

19.5.4.11 The intent of overtime for Employees who accept an overtime assignment is that they complete that job. When an Employee has accepted an overtime assignment, they will not be offered an additional overtime opportunity if the work to be performed will have a clear conflict with their present overtime assignment.

19.5.4.12 The Company may bypass individuals on the overtime callout list or within a crew to secure personnel with special skills or knowledge with prior mutual agreement between the Company and the Union. The skills currently agreed to are:

- a. Come-A-Long Inspection
- b. Belt Splicing
- c. Safety Valves
- d. Predictive Maintenance Personnel

- e. Blasting Personnel
- f. Infrared Camera
- g. Certified Crane/Hoist Inspectors
- h. Certified Welders
- i. EMT/BEC/ERT
- j. Fire Brigade
- k. HVAC Work Requiring Certification
- l. Line Patrolman

19.5.4.13 When Employees are bypassed on the overtime callout list because of special skills or knowledge, not identified above, overtime for purposes of training will be offered to the senior Employee who has requested training on the equipment involved and such double staffing opportunities will be assigned to the same senior Employee until they are deemed fully competent.

#### 19.5.5 CREW OVERTIME

The process for filling overtime is:

19.5.5.1 Employee(s) from the crew assigned to the job, which continues into overtime at the end of shift.

19.5.5.2 Employees from the crew using the crew overtime list. (Does not apply to Power Delivery)

19.5.5.3 Employees who volunteer using the classification overtime list.

19.5.5.4 If additional manpower is needed, Employees from the force list for that classification

Note: In Power Delivery, available crews may be assigned to work during normal work hours that require the crew to perform overtime and

there should be no expectation that the assigned crew will be re-manned at the end of normal work hours.

#### 19.5.6 Non Dayshift Special Shifts Workers Crew Overtime

19.5.6.1 Maintenance and support workers on these Special Shifts in Generation constitute their own equalization group. These Special Shift Workers are not eligible for overtime if accepting the overtime would create a situation whereby the Employee is not available to work their regular shift.

Overtime will be assigned as follows:

19.5.6.2 Employee(s) from the crew assigned to the job, which continues into overtime at the end of shift.

19.5.6.3 Covering vacancies in their crew during their normal days off or partial shifts to cover unscheduled absences.

19.5.6.4 Working overtime assigned from the volunteer list or force list on their days off that do not require work hours in the eight-hour period before their next regular shift. These volunteer assignments will be made regardless of the overtime rate of pay for that day.

#### 19.5.7 PRE-SCHEDULED OVERTIME

The process for filling overtime assignments known during normal working hours and scheduled after the next regular tailboard meeting is:

19.5.7.1 Employees who volunteer using the classification overtime list.

19.5.7.2 Employees from the force list for that classification.

Note: A Serviceman may accept a pre-scheduled overtime assignment if there is a qualified replacement. They will be assigned to a crew day by day while the overtime is in progress. A qualified volunteer or the least-senior qualified Lineman will assume the Serviceman duties for the duration of the assignment.

#### 19.5.8 CALLOUT OVERTIME

The process for filling callout overtime is:

19.5.8.1 Employees assigned to the Overtime Response System.  
(Does not apply to Power Delivery)

19.5.8.2 Employees who volunteer using the classification overtime list.

19.5.8.3 Employees from the force list for that classification.

#### 19.5.9 TWENTY-FOUR (24) HOUR MAINTENANCE SHIFTS

19.5.9.1 When an Employee has accepted a twelve (12) hour shift on an around the clock overtime assignment, the Employee will only work the scheduled hours of the accepted overtime assignment until the job is determined to be complete.

If it is known that the job will last seven (7) days or longer Section 18.4.7 will apply at the start of the seven (7) days to change the Employee(s) straight time shift to reflect an eight (8) straight and four (4) overtime hours shift. A reasonable effort will be made to balance overtime hours between shifts.

If it is unclear that the job will last seven (7) days or longer, Employees will be paid the appropriate overtime rate for each day of the assignment until Management indicates the job will extend beyond the seven (7) day period. The straight time rate would apply on the next full shift after notification.

If the job is subsequently completed within the seven (7) day period, all days would be paid at the appropriate overtime rates. These overtime assignments will begin at the normal starting time for the established day shift and the second shift will start twelve (12) hours later.

19.5.10 The filling of vacancies in rotating shift classifications at the Dave Johnston, Jim Bridger, and Wyodak Power Plants will be filled through the following progression:

1. A vacancy filled by the designated relief Employee.
2. Fill the vacancy within classification with an extra Employee on shift at the straight-time rate.

3. Fill the vacancy outside classification (within the guidelines of Section 14.3.5) with a qualified Employee extra on shift at the straight-time rate.
  - a. Preference given to downgrade from a higher classification.
  - b. Upgrade of a qualified Employee from a lower classification if no downgrade is available.
4. Fill the vacancy that occurs with less than forty-eight (48) hours notice by holdover/in early coverage in classification from the overtime list.
5. Fill vacancy occurring with more than forty-eight (48) hours notice by offering overtime to Employees within classification from the overtime list.
  - a. Preference will be to fill the entire eight (8) hour shift from Employees on their day off.
  - b. Fill the vacancy from Employees "hold over/in early."
  - c. When overtime is being offered to fill a vacancy, the supervisor will contact all eligible operators for the vacancy. This includes but is not limited to leaving messages on operator's answering machines. Operators can accept the overtime at any time up until forty-eight (48) hours before the vacancy occurs. The overtime list from which the callout was started will continue to be the one used even if another is issued before the vacancy occurs. At forty-eight (48) hours prior to the overtime vacancy the operator with the least amount of hours who accepted the overtime will be awarded the overtime slot. Operators who have accepted overtime on the sign-up sheets in the control rooms will be notified of which shift that they were awarded.

- d. Overtime callout that occurs on short notice, less than forty-eight (48) hours, will be filled by the overtime list with the first operator who accepts.
6. Fill the vacancy by offering overtime to qualified Employees outside the classification (within the guidelines of Section 14.3.5) from the overtime list.
  - a. Preference given to downgrade from a higher classification.
    - 1) Preference will be to fill the entire eight (8) hour shift from Employees on their day off.
    - 2) Fill the vacancy from Employees "hold over/in early."
  - b. Upgrade of a qualified Employee from a lower classification if no downgrade is available:
    - 1) Preference will be to fill the entire eight (8) hour shift from Employees on their day off.
    - 2) Fill the vacancy from Employees "hold over/in early."
7. Fill the vacancy by requiring overtime by Employees within classification.
  - a. Required or forced overtime in classification of the Employee on shift to "hold over/in early."
  - b. Required or forced overtime in classification of the Employee available.
  - c. When filling an overtime vacancy by forcing an Employee in classification, the Employee forced first shall be the least senior who does not have twenty-four (24) hours of forced time or a jointly agreed upon amount of hours in the most recent rotation through an inverse seniority force out

list. Subsequent rotations will be on a twenty-four (24) hour basis or the jointly agreed upon hour basis. (Applies to Rotating Shift Workers)

19.6 An Employee working overtime must first receive approval for said overtime from his immediate supervisor or his representative.

19.7 An Employee called for duty or scheduled before the beginning of his regular shift and who works three (3) hours or less immediately before their shift shall work their regular shift hours at their straight-time rate.

An Employee other than a rotating shift worker who works an entire shift after their regular shift will receive two (2) hours of rest time or paid three (3) times as identified in Section 19.7.1.

19.7.1 An Employee called out for duty before the beginning of their next regular shift, and such work includes the eight (8) hours prior to their normal starting time and exceeds the three (3) hours in 19.7, will earn one (1) hour of paid rest at their regular rate of pay for each hour worked during this eight (8) hour period. The Employee may earn sufficient paid rest hours to cover their entire next regular shift. If they earn a partial shift amount, they may be required to work at the beginning of their shift until they have worked sufficient hours to cover their regular shift pay or report to work after they have used their paid rest for a portion of their regular shift. With supervisory approval, they may use personal time or up to four (4) hours of time off without pay to cover the remaining hours of the shift not covered by the paid rest accumulation.

If the Company requires the Employee to report for work and the Employee works their entire shift after earning paid rest hours, they will be paid three (3) times their regular rate of pay for the overtime hours worked during the eight (8) hours prior to their normal starting time, in lieu of the paid rest period during their normal work hours. If the Employee is required to work a partial shift and those work hours exceed the available paid rest hours, the three (3) times the regular rate of overtime pay will be applied to overtime hours equal to the overlapping paid rest and work hours.

Partial Day Examples: An Employee's regular shift begins at 7 a.m. The Employee is called out and works from 1 a.m. until 7 a.m. The Employee has earned six (6) hours of rest time.

Example A. The Employee is required to work two (2) hours of their regular shift and is paid:

2X for 6-hours of OT (1 a.m. to 7 a.m.)

1X for 2-hours of straight-time (7 a.m. to 9 a.m.)

1X for 6-hours of paid rest

Example B. The Employee is required to work four (4) hours of their regular shift and is paid:

3X for 2-hours of OT (1 a.m. to 3 a.m.)

2X for 4-hours of OT (3 a.m. to 7 a.m.)

1X for 4-hours of straight-time (7 a.m. to 11 a.m.)

1X for 4-hours of paid rest

Paid travel time at the beginning or end of an overtime assignment does not apply towards the accumulation of paid rest hours.

19.7.2 An Employee scheduled to work more than three (3) hours of prescheduled overtime in the eight (8) hour period prior to their regular shift, may elect to take their regular shift off without pay or take their regular shift off using personal time or work their regular shift at their straight time pay. If the Employee is forced to work, they will receive the same paid rest benefit for each hour they are forced to work as defined in 19.7.1.

An Employee will not lose regular pay if they are sent home so they may rest prior to the scheduled overtime.

These provisions may apply to the first and last days of a twenty-four (24) hour maintenance shift and would only apply on the last day of the shift if the work was completed at the beginning of the Employee's regular shift starting time.

19.7.3 In lieu of the paid rest provision in Section 19.7, anyone working a rotating shift who, because of an overtime assignment, does not receive eight (8) hours relief between their shifts shall receive an additional one-half (½) hour of regular pay for each hour worked on their next shift. Travel time is considered as relief from duty.

19.7.4 The parties agree to create new parameters for working, compensation, and Employee rest during extended, major restoration efforts. Timely restoration and Employee safety are the foundations for this initiative and the details of working under a Declared Emergency are contained in the Memorandum of Agreement at the end of this Agreement.

19.8.1 An Employee who is on standby duty by request of his supervisor during his regular time off shall receive one (1) hour's straight-time pay for each sixteen (16) hour period or major fraction thereof he is subject to and available for call, provided that an Employee on standby duty on a weekend shall receive one (1) hour's straight time pay for each eight (8) hour period or major fraction thereof that he is on call or on a holiday as defined in Section 8 hereof shall receive two (2) hours' straight-time pay for each eight (8) hour period or major fraction thereof that he is on call. Such payments for standby duty shall be at the Employee's regular rate of pay and shall be in addition to the compensation for the services of such Employee when actually called out while standing by.

19.8.2 When standby assignments are made for weekend and holiday periods, they shall be for a minimum period of thirty-six (36) hours. When standby assignments are made for week nights, they shall be for a minimum period of sixteen (16) hours. The assignments will be rotated among qualified Employees on a schedule agreed upon in advance by the Employees affected and the supervisor. Such schedules will be posted, and changes therein, except in case of emergency, will be made only upon twenty-four (24) hours' notice.

19.8.3 The parties to this Agreement recognize that overtime response is an important issue and have agreed to jointly address the issue in each District covered by this Agreement.

The parties recognize that implementation of seven day standby is a method to address the overtime response issue. However, in lieu of immediately implementing a seven day standby obligation in any District, the designated Employee will be required to be available from end of shift Friday, through beginning of their next regular shift Monday and on designated holidays.

If overtime response issues become apparent Monday through Thursday evening, a Labor/Management meeting will be conducted at the District location in an effort to resolve the issues. If after such a meeting, overtime response problems remain, the Company reserves the right to implement standby on Monday through Thursday evenings per 19.8.1. This will only occur after good faith efforts by both parties have failed to correct the issues.

Acceptable overtime response for purposes of this provision is defined as an average of five (5) calls or less for dispatch to obtain an initial responder in each District. The average for each District will be calculated

on a monthly basis beginning the first full month following ratification of this Agreement.

#### 19.8.4 In the Power Plant Special Shift Workers & Stores

Overtime periods shall be distributed equally. Overtime requirements shall be filled as follows:

1. Continuity Clause will apply
2. Employees from callout list
3. Overtime Response System

Overtime Response System will be used after the daily scheduling meeting and after normal working hours.

#### **OVERTIME RESPONSE SYSTEM**

1. Site specific administration of the Overtime Response System is the responsibility of each local Forum Committee. Forums will have authority to modify the procedure to meet local needs.
2. Each work location, through the Forum process, will mutually establish the number of Employee(s), the period of rotation for the Employee(s), and the method of assignment. If a consensus cannot be reached in the Forum process, the Company will determine the number of Employee(s) assigned to Overtime Response System in each classification of work.
3. Employee(s) assigned are obligated to respond to overtime which occurs during their scheduled period. Should more manpower than currently assigned to Overtime Response System be needed, the callout list will be utilized.
4. Each special shift classification may have an Overtime Response System and the period they will cover will be proposed to and approved by the local Forum Committee. If a consensus cannot be reached in the Forum process, the Company will determine what classifications will be assigned to the

5. An Employee may offer his position on the beeper to another Employee. An Employee with less overtime may bump the replacement, within guidelines established by Local Forums. Employees who elect to take Personal Time are responsible for filling their position on the Overtime Response System, with the exception of absences due to personal emergency or illness.
6. Employee(s) will be rotated to assure that Employee(s) will not be assigned identical holiday coverage in consecutive years.
7. Employees carrying the beeper will receive ten percent (10%) premium to their regular hourly wage for all hours worked during their assigned period.
8. Employee(s) serving on the beeper will receive double time for all callouts.

19.9 The Company will pay Employees twice each month, and will designate the regular payday. If a payday falls on Saturday, Sunday, or holiday, payday shall be the preceding business day.

#### 19.10 Clerical

19.10.1 Regular, full-time clerical Employees will be classified in accord with this Section.

19.10.2 The rates of pay and wage progression for the respective job grades are specified in this Agreement.

19.10.3 An Employee hired for, transferred into, or promoted to a job of a given pay grade shall receive the Step One (starting rate) rate for his first six (6) months' service on that job, except as hereinafter provided.

19.10.4 Each supervisor will periodically and at least every six (6) months review job progress and performance with each Employee under his supervision.

In any case where an Employee's job performance is such that the Employee is not qualified for regular promotion, the supervisor will discuss with the Employee the specific reasons for denying the promotion and offer assistance to the Employee in correcting his job performance.

In an Employee's job performance is of such quality as to justify discipline, the Employee shall be specifically warned by his supervisor and the reason stated in writing for imposing demotion, disciplinary layoff or discharge. A copy of the written notice shall be given to the Union. Sufficient advance notice shall be given to permit the Employee to correct his performance and avoid disciplinary action except in the case of discharge for cause.

19.10.5 A new Employee may, if qualified by related experience be employed at Step Two of the pay grade. Advancement to Step Three will be made not later than twelve (12) months nor sooner than six (6) months after such initial employment at Step Two.

19.10.6 In the event an Employee not in the classifications included in this Section hereof bids into such classification, his starting rate in the new classification will be determined by mutual agreement between the Company and the Union on the basis of his qualifications for the position.

19.11 During the term of this Agreement, the wage of any regular Employee who is hired, transferred, or promoted, and which is not specifically covered in the Wage Schedule, may be fixed by mutual agreement between the Union and the Company.

19.12 An Employee temporarily assigned to work at a higher job classification listed in Section 23 hereof shall be paid the higher rate for all time worked in such classification. During regular straight-time hours, fractional hours worked at the higher classification will be reported to the next full hour. Overtime worked at the higher classification will be reported for the actual time worked.

However, no Employee other than a qualified Journeyman or Trainee, as provided in Section 12.4, may be assigned to perform the skilled work covered by the Journeyman classification.

19.13 The rate of pay of any Employee temporarily transferred to a lower paid classification shall not be reduced.

19.14 When two (2) or more Journeyman Linemen, Servicemen, Station Wiremen, Communication Technicians, or Meter and Relay Technicians are working together unsupervised on maintenance or construction, one (1) of them shall be designated Foreman, Working

Foreman, or Lead Technician and receive the rate of pay provided for the appropriate classification for all time worked in such classification.

In Power Production when two (2) Journeymen of the same classification are temporarily assigned to work together and supervision is not available because the work site is remote from the Plant, one (1) of them shall be designated Working Foreman and receive the rate of pay provided for the appropriate classification for all time worked in such classification.

19.15 An Engineering Aide temporarily placed in charge of a mapping crew or field party shall be paid at a rate equivalent to one hundred five percent (105%) of his regular rate for all time worked as a Leadman.

19.16 The Company will furnish its approved safety straps, hook straps, replaceable gaffs, and appropriate leather work gloves for all Employees (except clerical) as needed.

Once an Employee has been issued their initial pair of leather work gloves, the Company will replace worn out gloves when the Employee turns in their old gloves. The Employee will replace lost gloves.

19.17 The Company will arrange to have coverall service available at the Dave Johnston and Jim Bridger Plants for all employees (except clerical), and the Casper District Garage. The Company will pay fifty percent (50%) of the cost and the Employee will pay for fifty percent (50%) of the cost of coverall service.

The Company will arrange to have coverall service available for Equipment Servicemen at no cost to these Employees.

19.18 Prescription Safety Eye Protection: Employees shall receive an allotment of \$55.00 per year for reimbursement toward the purchase of prescription safety eye protection. This allowance may accumulate for up to three (3) years for a total of \$165.00. The Company will replace all prescription safety eye protection through the Company provider at one hundred percent (100%) if lost, stolen, broken, or damaged while Employee is on Company property on Company business. The Company will establish and maintain a Company provider.

19.19 The Company shall provide a safety toe shoe allotment of \$80.00 per year for a maximum of \$240.00 over three (3) years for each employee whose classification may require wearing safety toe

shoes. Those employees whose job duties may require wearing safety shoes will wear them at all times while on the clock.

## 20.0 RETIREMENT PLAN FOR EMPLOYEES

20.1 The provisions of the Company's Retirement Plan for Employees (approved by the Stockholders on October 19, 1948), as amended, with respect to retirement of Employees thereunder will govern and control in any case where conflict might otherwise arise or be claimed to exist between any provision of said Retirement Plan and any provision of this Working Agreement.

20.2 The Retirement Committee appointed under the Plan will give the Union timely notice of any difference of opinion or dispute which may arise between the Retirement Committee and any member of the Union with respect to the administration of the Plan as it may affect such Employee, with opportunity for the Union to be heard by the Retirement Committee with respect to the disposition of such difference of opinion or dispute.

20.3 The Company will give the Union timely notice of such changes in the Retirement Plan as may be authorized by the Company's Board of Directors and agrees that said Plan shall not be terminated for the life of this Agreement and that any proposed changes affecting the bargaining unit shall be negotiated and agreed to prior to implementation within this bargaining unit.

### 20.4 Pension

Effective sixty (60) days after ratification, March 31, 2010: Freeze the current Final Average Pay Plan and replace with an annual enhanced 401 (k) contribution. These contributions are on a pay period basis and are based on straight time wages.

The contribution for employees hired before 1/1/2007 will be 6.5%.

The contribution for employees hired after 1/1/2007 will be 4%.

In addition, the following annual transition credits will be applied for those employees hired before 1/1/2007 who are age forty (40) or greater, or will turn forty (40) before March 31, 2010:

1<sup>st</sup> year- 6.5%    2<sup>nd</sup> year- 5.5%    3<sup>rd</sup> year- 5.0%

## **20.5 Retiree Medical**

**Employees age fifty- five (55) years or older with ten (10) or more years of service, hired on or after 1/1/2010 will have access to retiree medical insurance only, with no subsidy by the Company.**

## **21.0 INSURANCE AND LEAVE PLANS**

21.1 The Company has established group life insurance, accidental death and dismemberment insurance, flex benefits (including medical/vision, dental and tax free reimbursement) and long term disability income insurance plans under this Agreement. The Company will give the Union timely notice of such changes as may be established in the flex benefit plan as may be authorized by the Company's Board of Directors and will meet annually with the Union to review the plans and the Union may submit items for consideration by the Company.

21.2 Long Term Disability Benefits Continuation of present plan with total cost paid by the Company.

21.3 The Company has established a 401(k) Plan (K Plus Plan) for Employees which will permit participants to save from one percent (1%) to fifty percent (50%) of pay in one percent (1%) increments on a pre-tax basis. For the term of this Agreement, unless modified through mutual agreement, the first six (6%) of an Employee's eligible pay placed in the Plan will be matched by the Company in Employee directed cash at fifty percent (50%) of the Employee's savings rate.

21.4 The Company will provide business travel accident insurance for all Employees covered by this Agreement.

21.5 The Company has established a flex benefit plan and Employees shall participate in the plan effective January 1, 1990. The Medical/Dental and Vision coverage and Employee contributions established for the plan shall be in accordance with the Employee's election and the rates applied as established by the Company and the Union's representatives for the participants.

### **21.5.1 Medical Cost Sharing**

**Upon ratification- 80% Company contribution/ 20% Employee contribution  
1/1/2011- 80% Company contribution/ 20% Employee contribution  
1/1/2012- 75% Company contribution/ 25% Employee contribution  
1/1/2013- 70% Company contribution/ 30% Employee contribution**

21.6 In the event an active Employee dies as a result of a workplace accident, the Employee's spouse and Plan eligible dependents at that time will continue to receive medical, vision, and dental benefits at no cost to them for the first three (3) years after the accident. Following that time, these benefits will be available at the appropriate "monthly employee rate" for the selected coverages until the Employee would have reached age 55. At that time, the spouse and eligible dependents, if any, would receive retiree medical coverage with the Company subsidy calculated as if the Employee had reached age 55 and retired.

21.7 The Company previously established a tax qualified leveraged Employee Stock Ownership Plan for Employees within the K Plus Plan.

The Company agrees to contribute an amount equal to two percent (2%) of the participating Employee's annual eligible wages for each year of this Agreement, to the investment options as directed by the Employee. In the event the amount is not committed to the K Plus Plan, then it will increase wages pursuant to Section 23 an additional two percent (2%) on the effective date of the change.

21.8 Leaves of Absence. Leaves of absence for such personal reasons as family death, jury duty, military service, and the like, will be granted as provided in the Company's Procedure Manual 14.20.5 copies of which have been furnished to the Union, and which are available for inspection by any Employee upon request to his supervisor. The Company will give the Union timely notice of any change in this leave policy.

21.9 If a regular Employee is summoned by court or agency order to testify regarding facts or events which become known to the Employee during his assigned work hours, full pay will be granted for that period of absence required to comply with such order; provided however, that no pay will be granted for absences to testify on behalf of parties exercising adverse action against the Company, its agents, or subsidiaries.

When full pay is granted by the Company, witness fees received from a court or complaint will be endorsed to the Company.

21.10 Regular Employees, who have worked for the Company and had a break in service and then returned to work with the Company, will be given credit for benefit purposes for their entire time worked for the Company. This bridging of service will apply to all Company-provided benefit programs and be effective prospectively upon ratification of this Agreement.

## 22.0 DEFINITIONS

22.1 The probationary period of an Employee is the first six (6) months of his employment. This period shall be extended by any time spent on disability or leave, by an Employee, in order to meet the probationary period requirement.

22.2 A regular Employee is one hired for indefinite tenure, not limited at time of hire by a stated term or for a specific project.

22.3 A temporary Employee is one hired for a specific project or definite period, in either event not exceeding six (6) months, with such limited period of employment stipulated at time of hire.

22.4 A full-time Employee is one whose regular work week is forty (40) hours.

22.5 A part-time Employee is one whose regular work week is less than forty (40) hours.

22.6 A Casual Employee is one employed in other than a Journeyman classification who has no regularly established work week, whose days or hours of work are not fixed, and who works solely on call.

22.7 A Shift Worker is an Employee who works a rotating shift as described in Section 18.3.

22.8 Regular straight-time rate is that rate payable to an Employee at his primary classification as established by the Company records, provided that, if an Employee has worked at a secondary and higher-rated classification in more than 160 of the last 320 hours immediately preceding a holiday or vacation period, such higher rate shall be

considered the "regular straight-time rate" for purposes of holiday or vacation pay.

22.9 A payroll month is a period beginning with the first day of the payroll period established by the Company (presently the twenty-sixth (26<sup>th</sup>) day of the calendar month) and ending with the last day of such payroll period (now the twenty-fifth (25<sup>th</sup>) day of the succeeding month).

22.10 A payroll year is the twelve (12) month period ending with the last day of the final pay period in a year (now the twenty-fifth (25<sup>th</sup>) day of December).

22.11 Continuous service of an Employee is the period of continuous time worked by him for the Company, which period shall begin with the first day of his most recent continuous employment by the Company. The date of beginning continuous service shall be retained and the term thereof shall remain unbroken in the event of layoff or leave of absence not exceeding one (1) year, provided that the Employee at time of layoff or commencing leave has completed his probationary period. Time spent on approved leave because of disability as defined in Articles 10 and 11 shall be considered as time worked for the purposes of definition.

22.12 An "emergency" as referred to in this Agreement is defined as an unforeseen circumstance that calls for immediate action.

22.13 A regular job is a position the duration of which is not limited to a specific project or to a definite term.

22.14 A temporary job is a position established for a specific project or definite term.

<b>23.0 WAGES</b>	<b>JANUARY 15, 2010 THROUGH SEPTEMBER 26, 2012</b>					
<b>23.1 POWER DELIVERY</b>	<b>CODE/STEP</b>	<b>PSG</b>	<b>1/15/10</b>	<b>9/26/10</b>	<b>9/26/11</b>	<b>9/26/12</b>
*General Line Foreman (RGQ)	5201/Step 1	5201+G	\$44.43	\$45.10	\$45.78	\$46.70
*General Line Foreman	5201/Step 1	5201	\$42.31	\$42.94	\$43.58	\$44.45
Line Foreman (RGQ)	2419/Step 1	2419+G	\$43.36	\$44.01	\$44.67	\$45.56
Line Foreman	2419/Step 1	2419	\$41.29	\$41.91	\$42.54	\$43.39
*Transmission & Sub-Station Fmn	2991/Step 1	2991	\$40.56	\$41.20	\$41.82	\$42.66
*District Line Foreman (RGQ)	2423/Step 1	2423+G	\$42.63	\$43.27	\$43.92	\$44.80
*District Line Foreman	2423/Step 1	2423	\$40.59	\$41.20	\$41.82	\$42.66
*Lineman Agent (RGQ)	2493/Step 1	2493+G	\$42.63	\$43.27	\$43.92	\$44.80
*Lineman Agent	2493/Step 1	2493	\$40.59	\$41.20	\$41.82	\$42.66
Line Working Foreman (RGQ)	2426/Step 1	2426+G	\$41.33	\$41.95	\$42.58	\$43.43
Line Working Foreman	2426/Step 1	2426	\$39.37	\$39.96	\$40.56	\$41.37
*Meter Working Foreman	3058/Step 1	3058	\$39.37	\$39.96	\$40.56	\$41.37
*District Meterman	3070/Step 1	3070	\$38.46	\$39.04	\$39.63	\$40.42
*District Lineman (RGQ)	6720/Step 1	6720+G	\$39.67	\$40.27	\$40.87	\$41.69
*District Lineman	6720/Step 1	6720	\$37.79	\$38.36	\$38.94	\$39.72
*Journeyman Lineman (RGQ)	2435/Step 1	2435+G	\$38.60	\$39.18	\$39.77	\$40.57
*Journeyman Lineman	2435/Step 1	2435	\$36.76	\$37.31	\$37.87	\$38.63
*Journeyman Serviceman (RGQ)	2461/Step 1	2461+G	\$38.60	\$39.18	\$39.77	\$40.57
*Journeyman Serviceman	2461/Step 1	2461	\$36.76	\$37.31	\$37.87	\$38.63
*Jmn Line Patrolman (RGQ)	3112/Step 1	3112+G	\$38.60	\$39.18	\$39.77	\$40.57
*Jmn Line Patrolman	3112/Step 1	3112	\$36.76	\$37.31	\$37.87	\$38.63
*Journeyman Meteman	3074/Step 1	3074	\$36.76	\$37.31	\$37.87	\$38.63

\*Job subject to posting and bidding under the provisions of Section 14.2.1

PSG = Pay Scale Group

23.1 POWER DELIVERY	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
*Journeyman Radio Serviceman	2501/Step 1	2501	\$35.85	\$36.39	\$36.94	\$37.68
Journeyman Electrician	2709/Step 1	2709	\$35.85	\$36.39	\$36.94	\$37.68
*Site Agent	5992/Step 1	5992	\$36.76	\$37.31	\$37.87	\$38.63
*District Estimator	6721/Step 1	6721	\$36.76	\$37.31	\$37.87	\$38.63
*Logistics Foreman	6722/Step 1	6722	\$34.22	\$34.73	\$35.25	\$35.96
*Estimator Senior	3245/Step 1	3245	\$35.88	\$36.42	\$36.97	\$37.71
*Journeyman Estimator	3249/Step 1	3249	\$34.85	\$35.37	\$35.90	\$36.62
*Estimator Trainee 6th 6 Months	3268/Step 6	3268	\$31.47	\$31.94	\$32.42	\$33.07
5th 6 Months	3268/Step 5		\$29.38	\$29.82	\$30.27	\$30.88
4th 6 Months	3268/Step 4		\$28.00	\$28.42	\$28.85	\$29.43
3rd 6 Months	3268/Step 3		\$26.55	\$26.95	\$27.35	\$27.90
2nd 6 Months	3268/Step 2		\$25.50	\$25.88	\$26.27	\$26.80
1st 6 Months	3268/Step 1		\$24.44	\$24.81	\$25.18	\$25.68
*Equipment Serviceman WF (PD)	9569/Step 1	9569	\$35.86	\$36.40	\$36.95	\$37.69
*Equipment Serviceman In Charge (PD)	9570/Step 1	9570	\$34.23	\$34.74	\$35.26	\$35.97
*Equipment Serviceman Jmn (PD)	3163/Step 1	3163	\$32.60	\$33.09	\$33.59	\$34.26
*Line Equipment Man	2485/Step 2	2485	\$26.36	\$26.76	\$27.16	\$27.70
1st 6 Months	2485/Step 1		\$22.71	\$23.05	\$23.40	\$23.87
*Groundman	2469/Step 4	2469	\$22.71	\$23.05	\$23.40	\$23.87
3rd 6 Months	2469/Step 3		\$19.80	\$20.10	\$20.40	\$20.81
2nd 6 Months	2469/Step 2		\$16.84	\$17.09	\$17.35	\$17.70
1st 6 Months	2469/Step 1		\$12.92	\$13.11	\$13.31	\$13.58

\*Job subject to posting and bidding under the provisions of Section 14.2.1

PSG = Pay Scale Group

<b>23.1 POWER DELIVERY</b>	<b>CODE/STEP</b>	<b>PSG</b>	<b>1/15/10</b>	<b>9/26/10</b>	<b>9/26/11</b>	<b>9/26/12</b>
*Sr. Station Meter & Relay Tech	2957/Step 1	2957	\$44.13	\$44.79	\$45.46	\$46.37
*Sr. Communications Tech	2971/Step 1	2971	\$44.13	\$44.79	\$45.46	\$46.37
*Wireman Foreman	2699/Step 1	2699	\$41.29	\$41.91	\$42.54	\$43.39
*Lead Station Meter & Relay Tech	2960/Step 1	2960	\$42.39	\$43.03	\$43.68	\$44.55
*Lead Communications Tech	2979/Step 1	2979	\$39.81	\$40.41	\$41.02	\$41.84
*Communications Tech	2982/Step 1	2982	\$41.96	\$42.59	\$43.23	\$44.09
*Wireman Working Foreman	2704/Step 1	2704	\$39.37	\$39.96	\$40.56	\$41.37
*Jrn Station Meter & Relay Tech	2964/Step 1	2964	\$40.81	\$41.42	\$42.04	\$42.88
*Jrn Station Wireman	2666/Step 1	2666	\$36.76	\$37.31	\$37.87	\$38.63
Asst. Station Meter & Relay Tech (1)	2968/Step 1	2968	\$38.75	\$39.33	\$39.92	\$40.72
Asst. Communications Tech (1)	2986/Step 1	2986	\$38.75	\$39.33	\$39.92	\$40.72
*Substation Inspector	3108/Step 1	3108	\$35.85	\$36.39	\$36.94	\$37.68

\*Job subject to posting and bidding under the provisions of Section 14.2.1

PSG = Pay Scale Group

23.2 POWERSUPPLY	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
Mechanic Foreman/CW (Includes 107%)	2883/Step 1	2883	\$43.45	\$44.10	\$44.76	\$45.66
Control Operator Foreman	9619/Step 1	9619	\$42.19	\$42.82	\$43.46	\$44.33
*Control Electrical Foreman	2766/Step 1	2766	\$40.53	\$41.14	\$41.76	\$42.60
Mechanic Working Foreman/CW	2878/Step 1	2878	\$42.14	\$42.77	\$43.41	\$44.28
Mechanic Foreman	2858/Step 1	2858	\$40.60	\$41.21	\$41.83	\$42.67
Heavy Equipment Mechanic Foreman	2922/Step 1	2922	\$40.60	\$41.21	\$41.83	\$42.67
*Control Electrical Working Foreman	2771/Step 1	2771	\$38.62	\$39.20	\$39.79	\$40.59
*Mechanic Working Foreman	2873/Step 1	2873	\$39.38	\$39.97	\$40.57	\$41.38
*Heavy Equipment Mechanic WF	2927/Step 1	2927	\$39.38	\$39.97	\$40.57	\$41.38
Control Operator	2714/Step 2	2714	\$38.34	\$38.92	\$39.50	\$40.29
Control Operator 1st 6 Mos (on board)	2714/Step 1		\$35.80	\$36.34	\$36.89	\$37.63
Mechanic/CW (Includes 107% CW)	2868/Step 1	2868	\$38.70	\$39.28	\$39.87	\$40.67
*Control Electrical Technician	2781/Step 2	2781	\$37.15	\$37.71	\$38.28	\$39.05
CET 1st 6 Months	2781/Step 1		\$35.46	\$35.99	\$36.53	\$37.26
*HVAC Journeyman	2751/Step 1	2751	\$36.17	\$36.71	\$37.26	\$38.01
*Mechanic	2863/Step 1	2863	\$36.17	\$36.71	\$37.26	\$38.01
*Heavy Equipment Mechanic	2887/Step 1	2887	\$36.17	\$36.71	\$37.26	\$38.01
AO/CO (Qualified)	9620/Step 1	9620	\$36.58	\$37.13	\$37.69	\$38.44
Auxiliary Operator	2741/Step 1	2741	\$33.63	\$34.13	\$34.64	\$35.33
Wyodak PO to AO	3395/Step 1	3395	\$33.63	\$34.13	\$34.64	\$35.33

\*Job subject to posting and bidding under the provisions of Section 14.2.1  
 PSG = Pay Scale Group

23.2 POWER SUPPLY	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
*Heavy Equipment Operator Foreman	3192/Step 1	3192	\$33.37	\$33.87	\$34.38	\$35.07
*Equipment Serviceman WF (Gen)	9601/Step 1	9601	\$35.17	\$35.70	\$36.24	\$36.96
*Equipment Serviceman In Chg (Gen)	9602/Step 1	9602	\$33.58	\$34.08	\$34.59	\$35.28
*Equipment Serviceman Jmn (Gen)	9594/Step 1	9594	\$31.97	\$32.45	\$32.94	\$33.60
*Maintenance Yard WF	2932/Step 1	2932	\$30.71	\$31.17	\$31.64	\$32.27
*Coal Handling Yard WF	2937/Step 1	2937	\$30.83	\$31.29	\$31.76	\$32.40
*Heavy Equipment Operator	3117/Step 1	3117	\$30.47	\$30.93	\$31.39	\$32.02
Lab Technician (Certified)	2553/Step 1	2553	\$29.76	\$30.21	\$30.66	\$31.27
Asst. Auxiliary Operator	2746/Step 1	2746	\$29.09	\$29.53	\$29.97	\$30.57
Lab Technician (Licensed)	5258/Step 1	5258	\$28.66	\$29.09	\$29.53	\$30.12
Lab Technician (Qualified)	2548/Step 1	2548	\$27.91	\$28.33	\$28.75	\$29.33
Scrubber Operator	2756/Step 1	2756	\$27.91	\$28.33	\$28.75	\$29.33
*Ash Disposal Operator	2942/Step 2	2942	\$27.41	\$27.82	\$28.24	\$28.80
1st 6 Months	2942/Step 1		\$23.66	\$24.01	\$24.37	\$24.86
Plant Operator Trainee	2723/Step 4	2723	\$29.55	\$29.99	\$30.44	\$31.05
3rd 6 Months	2723/Step 3		\$27.38	\$27.79	\$28.21	\$28.77
2nd 6 Months	2723/Step 2		\$22.57	\$22.91	\$23.23	\$23.72
1st 6 Months	2723/Step 1		\$14.27	\$14.48	\$14.70	\$14.99
*Lab Technician (Without College)	2539/Step 1	2539	\$26.16	\$26.55	\$26.95	\$27.49
*Equipment Operator	2761/Step 1	2761	\$26.09	\$26.48	\$26.88	\$27.42

\*Job subject to posting and bidding under the provisions of Section 14.2.1

PSG = Pay Scale Group

23.2 POWER SUPPLY	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
Oiler	1628/Step 1	1628	\$26.04	\$26.37	\$26.77	\$27.17
Fuel Man	2952/Step 1	2952	\$25.11	\$25.49	\$25.87	\$26.39
*Equipment Operator Light	3122/Step 1	3122	\$24.97	\$25.34	\$25.72	\$26.23
Utility Person	3446/Step 3	3446	\$25.50	\$25.88	\$26.27	\$26.80
2nd 6 Months	3446/Step 2		\$19.70	\$20.00	\$20.30	\$20.71
1st 6 Months	3446/Step 1		\$12.42	\$12.61	\$12.80	\$13.06
*Plant Storekeeper (After 1 Yr)	2506/Step 3	2506	\$30.77	\$31.23	\$31.70	\$32.33
2nd 6 Months	2506/Step 2		\$26.61	\$27.01	\$27.42	\$27.97
1st 6 Months	2506/Step 1		\$24.77	\$25.14	\$25.52	\$26.03
*Plant Materialman	2520/Step 4	2520	\$24.05	\$24.41	\$24.78	\$25.28
3rd 6 Months	2520/Step 3		\$20.29	\$20.59	\$20.90	\$21.32
2nd 6 Months	2520/Step 2		\$17.31	\$17.57	\$17.83	\$18.19
1st 6 Months	2520/Step 1		\$13.33	\$13.53	\$13.73	\$14.00
Helper	2558/Step 3	2558	\$22.09	\$22.42	\$22.76	\$23.22
2nd 6 Months	2558/Step 2		\$19.80	\$20.10	\$20.40	\$20.81
1st 6 Months	2558/Step 1		\$12.92	\$13.11	\$13.31	\$13.58

\*Job subject to posting and bidding under the provisions of Section 14.2.]

PSG = Pay Scale Group

23.3 TRAINEES	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
Control Electrical Tech. Trainee						
8th 6 Months	2820/Step 8	2820	\$35.32	\$35.85	\$36.39	\$37.12
7th 6 Months	2820/Step 7		\$33.46	\$33.96	\$34.47	\$35.16
6th 6 Months	2820/Step 6		\$31.57	\$32.04	\$32.52	\$33.17
5th 6 Months	2820/Step 5		\$30.10	\$30.55	\$31.01	\$31.63
4th 6 Months	2820/Step 4		\$28.60	\$29.03	\$29.47	\$30.06
3rd 6 Months	2820/Step 3		\$27.50	\$27.91	\$28.33	\$28.90
2nd 6 Months	2820/Step 2		\$26.39	\$26.79	\$27.19	\$27.73
1st 6 Months	2820/Step 1		\$25.28	\$25.66	\$26.04	\$26.56
Lineman Trainee						
6th 6 Months (RGQ)		2457+G	\$34.72	\$35.24	\$35.77	\$36.49
6th 6 Months	2457/Step 6		\$33.06	\$33.56	\$34.06	\$34.74
5th 6 Months (RGQ)		2457+G	\$32.43	\$32.92	\$33.41	\$34.08
5th 6 Months	2457/Step 5		\$30.88	\$31.34	\$30.32	\$32.45
4th 6 Months (RGQ)		2457+G	\$30.90	\$31.36	\$31.83	\$32.47
4th 6 Months	2457/Step 4		\$29.43	\$29.87	\$30.32	\$30.93
3rd 6 Months	2457/Step 3		\$27.91	\$28.33	\$28.75	\$29.33
2nd 6 Months	2457/Step 2		\$26.84	\$27.24	\$27.65	\$28.20
1st 6 Months	2457/Step 1		\$25.72	\$26.11	\$26.50	\$27.03

PSG = Pay Scale Group

For most leaves of absence the Employee may elect, if desired, to continue Group Health, Life and/or Long-Term Disability Insurance coverages for up to three (3) additional months. For a disability leave, however, these coverages may be continued as long as the Employee is disabled, and L.T.D.I. premium contributions will not be required after the Employee begins receiving benefits from that plan. Group Life Insurance coverage may be continued indefinitely in the case of approved extended leave of absence for either active military service or Union business. Group Dental Insurance Coverage may not be continued during any type of leave of absence which requires a personnel order removing the Employee from the active payroll.

For further details concerning continuation of group insurance coverages refer to the applicable Summary Plan Description (booklet) and procedure, or contact the Employee Benefits Section of the Human Resources Department in Portland.

### **TYPES OF LEAVE**

#### **JURY DUTY LEAVE**

Leave with full pay will be granted regular Employees called for jury duty for any county, state or federal court.

Jury Duty leave will be granted by the supervisor to whom the Employee is responsible, upon presentation by the Employee of the official notice that he/she has been called for such service.

Jury Duty leave will be granted by letter addressed to the Employee concerned and signed by the supervisor, with copies to the Human Resources Department, and the Payroll Section.

The letter shall state the terms and conditions of the leave, which shall be:

- a. The Employee's regular pay will be continued during the period of jury duty, in return for which
- b. The Employee will endorse to the Company the checks received from the county, state or federal government for jury service and
- c. The Employee will report for work during the period of jury service on any regular work day or major portion

## **25.0 LEAVES OF ABSENCE**

### **LEAVE ALLOWANCES PURPOSE**

To describe the Company's leave of absence policy and procedures.

### **POLICY**

Leaves of absence will be granted only after due consideration of the Company's operating requirements and the type of leave requested, and will be contingent upon the Employee's expressed intent to return to work after such leave. Leaves of absence will not be permitted solely to extend the Employee's eligibility for group insurance coverages or benefits beyond that to which he or she would otherwise be entitled.

Leaves of absence may be granted by the Company for such reasons as generally fall into the following classifications:

- a. Jury Duty – as may be required by county, state, or federal courts.
- b. Temporary Military Duty.
- c. Union business as agreed to by the Company.
- d. Valid personal reasons.

"Supervisor" as used in this procedure is defined as the District Manager, Superintendent, Section or Department Head who customarily signs the Time Report of the Employees.

### **CONTINUATION OF COMPANY INSURANCE**

When an Employee is granted a leave of absence, it is necessary that the desired Group Insurance status be clearly indicated on the Personnel Order removing the Employee from the active payroll. If Life, Health, and Long-Term Disability Insurance coverages are to be continued, it is necessary for the order to so state and advance premium payments must be arranged.

**The Negotiation Team consisted of:**

**Company**

Bob Clemens  
Bob Arambel  
Irv Walker  
Kraig Christensen  
Gary Harris  
Ben Taucher  
Paul Priest

**Union**

Harold Giberson  
John Kenfield  
Rich Taylor  
Blake Wollman  
Greg Friesen  
Mark Warren  
Larry Cates  
Brian Beckstead  
Steve VanSlooten

Groundman classification to obtain that required experience prior to starting his Apprentice training. Casual and temporary Employees will spend the equivalent of six (6) months (1040) hours in each wage progression step.

Note: Effective May 26, 1972, the shift differentials which were previously paid as a separate premium under this Working Agreement at the rate of ten (10) cents per hour for rotating shifts, ten (10) cents per hour for special shifts starting on or after 12:00 Noon and eighteen (18) cents per hour for special shift starting after 8:00 p.m., and before 7:00 a.m., are included in the stated wage rates for the Job Classifications.

IN TESTIMONY HEREOF, the parties hereto have caused this Working Agreement to be executed by their authorized officers, respectively, as of the day and year first above written.

PACIFICORP dba  
PACIFIC POWER & LIGHT CO.

UTILITY WORKERS UNION OF AMERICA  
LOCAL UNION NO. 127 AFL-CIO



Robert Clemens  
Director  
Labor Relations



Harold Giberson  
President, UWUA Local 127

APPROVED:



Steve VanSlooten  
Region V Director  
UWUA, AFL-CIO

## 24.0 MISCELLANEOUS

1. If an Employee awarded a vacancy is an Assistant Technician Classification has a pay rate higher than the Assistant Technician rate, he will continue to receive his prior rate but in no case more than the Journeyman Lineman-Wireman rate.
2. When qualified as a Certified Welder, he shall receive a pay premium equal to seven percent (7%) of the Journeyman rate.
3. When it is necessary to operate the Stacker-Reclaimer at the Jim Bridger Plant in its manual mode, the Fuelman assigned to such operation will be paid at the Equipment Operator rate for the time engaged in performing such work as provided in Section 19.12. the upgrade will not apply for starting, reversing or adjusting the Stacker-Reclaimer when it is operating in the automatic mode.
4. Each Employee will be paid the wage rate for his classification as specified in this wage schedule except in the following situations:
  - a. An Employee who is disabled or physically limited will be paid as provided in Articles 10 or 11, or Section 14.5 of the working Agreement. An Employee who is on Long Term Disability Income will be paid according to that Plan.
  - b. An Employee who upon entering a training program is paid a special frozen rate will continue to receive that frozen rate until the appropriate wage schedule rate exceeds the frozen rate.
  - c. An Employee who is hired for temporary summer work during his school vacation period will be paid the beginning rate for the classification in which he is hired for the full period of his summer employment.
  - d. An Employee hired into one of the in-hiring classifications (Groundman, Helper, Meter Reader, etc.) who requests a transfer and is granted transfer to another such classification will transfer without loss of time in progression step or change in pay rate. This provision is not applied to an Employee who is listed on the Apprentice Lineman training roster who transfers to the

23.40 OTHER CLASSIFICATIONS	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
*District Operations Clerk	3236/Step 1	3236	\$23.75	\$24.11	\$24.47	\$24.96
*Outage Operations Clerk	4852/Step 1	4852	\$23.75	\$24.11	\$24.47	\$24.96
*Service Coordinator A	3179/Step 4	3179	\$21.91	\$22.24	\$22.57	\$23.02
Service Coordinator B	6726/Step 3	6726	\$19.89	\$20.19	\$20.49	\$20.90
Service Coordinator C	6727/Step 2	6727	\$18.23	\$18.50	\$18.78	\$19.16
Service Coordinator D	6728/Step 1	6728	\$16.53	\$16.78	\$17.03	\$17.37
*Meter Reader	3030/Step 4	3030	\$22.71	\$23.05	\$23.40	\$23.87
3rd 6 Months	3030/Step 3		\$19.80	\$20.10	\$20.40	\$20.81
2nd 6 Months	3030/Step 2		\$16.84	\$17.09	\$17.35	\$17.70
1st 6 Months	3030/Step 1		\$12.92	\$13.11	\$13.31	\$13.58
*District Cust Office Service Rep	3281/Step 1	3281	\$22.60	\$22.94	\$23.28	\$23.75
*Customer Service Representative	3319/Step 5	3319	\$20.51	\$20.82	\$21.13	\$21.55
4th Year	3319/Step 4		\$18.38	\$18.66	\$18.94	\$19.32
3rd Year	3319/Step 3		\$16.66	\$16.91	\$17.16	\$17.50
2nd Year	3319/Step 2		\$14.67	\$14.89	\$15.11	\$15.41
1st Year	3319/Step 1		\$12.79	\$12.98	\$13.17	\$13.43
*Clerk Specialist A	2627/Step 3	2627	\$20.21	\$20.51	\$20.82	\$21.24
Clerk Specialist B	6729/Step 2	6729	\$18.23	\$18.50	\$18.78	\$19.16
Clerk Specialist C	6730/Step 1	6730	\$16.53	\$16.78	\$17.03	\$17.37
*Meter Reader -2	3049/Step 3	3049	\$20.07	\$20.37	\$20.68	\$21.09
2nd 6 Months	3049/Step 2		\$16.05	\$16.29	\$16.53	\$16.86
1st 6 Months	3049/Step 1		\$14.68	\$14.90	\$15.12	\$15.42

\*Job subject to posting and bidding under the provisions of Section 14.2.1

2.- Employees hired into meter reader classification after 03/25/89.

PSG = Pay Scale Group

<b>23.4 OTHER CLASSIFICATIONS</b>	<b>CODE/STEP</b>	<b>PSG</b>	<b>1/15/10</b>	<b>9/26/10</b>	<b>9/26/11</b>	<b>9/26/12</b>
Poly Phase Specialist (after 1 yr tmg)	6719/Step 2	6719	\$30.31	\$30.76	\$31.22	\$31.84
Poly Phase Specialist	6719/Step 1		\$29.10	\$29.54	\$29.98	\$30.58
Single Phase Specialist (after 1 yr tmg)	6718/Step 2	6718	\$26.57	\$26.97	\$27.37	\$27.92
Single Phase Specialist	6718/Step 1		\$25.30	\$25.68	\$26.07	\$26.59
*Logistics Worker	6725/Step 3	6725	\$29.76	\$30.21	\$30.66	\$31.27
Logistics Worker Trainee Step 2	6724/Step 2	6724	\$25.30	\$25.68	\$26.07	\$26.59
Logistics Worker Trainee Step 1	6723/Step 1	6723	\$22.33	\$22.66	\$23.00	\$23.46
Facilities Specialist	8052/Step 1	8052	\$26.36	\$26.76	\$27.16	\$27.70
*Engineering Aide Senior Licensed	3206/Step 3	3206	\$28.66	\$29.09	\$29.53	\$30.12
Full	3206/Step 2		\$26.44	\$26.84	\$27.24	\$27.78
1st Year	3206/Step 1		\$24.23	\$24.59	\$24.96	\$25.46
*Equipment Serviceman B	3168/Step 1	3168	\$26.82	\$27.22	\$27.63	\$28.18
Connector/Disconnecter - 3	2995/Step 1	2995	\$25.23	\$25.61	\$25.99	\$26.51
*Engineering Clerk Full	3197/Step 2	3197	\$23.15	\$23.50	\$23.85	\$24.33
1st Year	3197/Step 1		\$20.93	\$21.24	\$21.56	\$21.99
*Engineering Aide Full	3221/Step 2	3221	\$22.02	\$22.35	\$22.69	\$23.14
1st Year	3221/Step 1		\$19.81	\$20.11	\$20.41	\$20.82
Equipment Serviceman Helper	3173/Step 3	3173	\$22.09	\$22.42	\$22.76	\$23.22
2nd 6 Months	3173/Step 2		\$19.80	\$20.10	\$20.40	\$20.81
1st 6 Months	3173/Step 1		\$12.92	\$13.11	\$13.31	\$13.58
*Area Operations Clerk	3240/Step 1	3240	\$24.97	\$25.34	\$25.72	\$26.23

\*Job subject to posting and bidding under the provisions of Section 14.2.1

PSG = Pay Scale Group

23.3 TRAINEES	CODE/STEP	PSG	1/15/10	9/26/10	9/26/11	9/26/12
Station Wireman Trainee 6th 6 Months	2694/Step 6	2694	\$33.06	\$33.56	\$34.06	\$34.74
5th 6 Months	2694/Step 5		\$30.88	\$31.34	\$31.81	\$32.45
4th 6 Months	2694/Step 4		\$29.43	\$29.87	\$30.32	\$30.93
3rd 6 Months	2694/Step 3		\$27.91	\$28.33	\$28.75	\$29.33
2nd 6 Months	2694/Step 2		\$26.84	\$27.24	\$27.65	\$28.20
1st 6 Months	2694/Step 1		\$25.72	\$26.11	\$26.50	\$27.03
Plant Mechanic Trainee/Code Welder	9518/Step 1	9518	\$35.38	\$35.91	\$36.45	\$37.18
Plant Mechanic Trainee 6th 6 Months	2849/Step 6	2849	\$33.06	\$33.56	\$34.06	\$34.74
5th 6 Months	2849/Step 5		\$30.88	\$31.34	\$31.81	\$32.45
4th 6 Months	2849/Step 4		\$29.43	\$29.87	\$30.32	\$30.93
3rd 6 Months	2849/Step 3		\$27.91	\$28.33	\$27.75	\$29.33
2nd 6 Months	2849/Step 2		\$26.84	\$27.24	\$27.65	\$28.20
1st 6 Months	2849/Step 1		\$25.72	\$26.11	\$26.50	\$27.03
Heavy Equip Mech Trainee 6th 6 Months	2917/Step 6	2917	\$33.06	\$33.56	\$34.06	\$34.74
5th 6 Months	2917/Step 5		\$30.88	\$31.64	\$31.81	\$32.45
4th 6 Months	2917/Step 4		\$29.43	\$29.87	\$30.32	\$30.93
3rd 6 Months	2917/Step 3		\$27.91	\$28.33	\$28.75	\$29.33
2nd 6 Months	2917/Step 2		\$26.84	\$27.24	\$27.65	\$28.20
1st 6 Months	2917/Step 1		\$25.72	\$26.11	\$26.50	\$27.03

PSG = Pay Scale Group

thereof when he/she may be excused by the court, if such reporting is possible.

Note: The Employee will be reimbursed by the Company for any portion of check for jury duty which represent payment for mileage.

The regular Time Report is to be prepared during the leave, with the appropriate leave code entered in the proper space followed by the hours allowed, as detailed in the currently applicable Payroll Procedure.

### **MILITARY LEAVE FOR TEMPORARY DUTY**

Leave without pay for the purpose of attending regular training sessions, such as summer encampments or training sessions, will be granted Employees who are members of reserve units of the Armed Forces or of the National Guard.

Military Leave Temporary Duty will be granted by the Employee's supervisor upon prompt presentation of the official notice from the military unit concerned. Such leave will be granted by a letter signed by the supervisor, addressed to the Employee, with a copy to the Human Resources Department.

The Time Report should carry the symbol "TOW" in the proper space for each of the days of leave on which the Employee would normally work.

### **LEAVE FOR UNION OR COMPANY CONFERENCE**

An Employee will be granted a leave of absence with regular pay for such regular work days as required to attend, as an appointed representative of any Union (with which the Company has a Working Agreement), any meeting with Company representatives called by or agreed upon by the Company, if the applicable Working Agreement so provides.

The Employee shall make the request for leave to his supervisor, stating the number of days expected to be absent from work on account of such meetings.

The Human Resources Department will notify the Employee's supervisor of such meetings when they are arranged and of the Employee's attendance at such meetings held outside the Employee's district.

The allowed hours of pay for such leave will be those regularly and normally worked by the Employee. Payment will be authorized on the Time Report by the appropriate leave code, followed by the allowed hours with explanation in the proper space, as provided in the currently applicable Payroll Procedure.

### **PERSONAL LEAVE DEATH IN THE FAMILY**

In the event of the death of a member of his or her immediate family, a regular Employee may be granted leave with full pay, but not to exceed three (3) days in each such case.

“Immediate Family” is defined as the Employee’s spouse, child, brother, sister, parent, grandparent, grand-children, step grand-children, brother-in-law, sister-in-law, father-in-law, mother-in-law, step-parents, step-brother, step-sister, or step-child.

The determination of whether to allow leave with pay and for how many days – not to exceed three (3) days – shall be made by the supervisor. This decision will be based upon the direct relationship of the Employee to the deceased and the Employee’s responsibilities for arranging and settling the personal and business affairs of the deceased. The need for time off of the job to handle these matters will be considered. Additional leave without pay may be granted at the discretion of the supervisor (also see applicable Union Working Agreement for provisions covering Family Death).

The paid time allowed shall be reported on the Time Report by the appropriate leave code, followed by allowed hours, as provided in the current Payroll Procedures. The relationship of the deceased shall be noted in the “Remarks” section.

If additional leave without pay has been authorized the Time Report should carry the symbol ‘TOW’ in the proper space for each of the days of leave on which the Employee would normally work.

### **MISCELLANEOUS PERSONAL REASONS**

A regular Employee who has completed six (6) months of employment – to include any period of disability – may be granted a reasonable period of leave without pay for compelling personal reasons in accordance with the Policy Section of this procedure. Compelling reasons for such leave may include maternity, job-related education, or personal emergencies.

The supervisor may grant such leaves, provided the leave does not exceed two (2) weeks and that the Employee's absence will not unduly interfere with the Company's operation. Such absence shall be noted on the Time Report (Form F304) by the symbol "TOW".

Employees requesting a personal leave for a period longer than two (2) weeks will submit a written request to their supervisor. The leave can be granted only by the appropriate manager, upon recommendation of the supervisor, and with approval of the Human Resources Department prior to the Employee beginning leave. In those cases where the leave is not approved, a copy should be forwarded to the Employee Benefits Section of the Human Resources Department.

#### **RETURN TO WORK FOLLOWING PERSONAL LEAVES OF ABSENCE**

The purpose of granting personal leaves of absence is to accommodate the Employee's personal needs. No Employee will be guaranteed that his/her original position will be available when the Employee returns from such leave of absence. If the original position or another suitable position is unavailable, the Employee's leave of absence will be extended thirty (30) days during which time he/she will be given priority consideration for appropriate openings. If after that time the Employee has not returned to work, a Personnel Order will be prepared to indicate that the individual's employment with the Company has ceased.

## 26.0 LETTERS OF UNDERSTANDING

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### BENEFITS BARGAINING

June 19, 2004

This letter codifies the agreement reached during 2004 collective bargaining towards a successor agreement. The parties agreed to defer negotiations covering potential changes in defined benefit, defined contribution and retiree medical plans. These future negotiations will commence during the second half of 2004 with an anticipated implementation date for any mutually agreed to changes of January 1, 2006.

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### CHILD CARE

Local 127 will be allowed a representative on any Company Task Force dealing with Child Care Facilities and Wellness programs that could affect the members of Local 127.

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### COAL YARD OPERATIONS

During 2009 collective bargaining, the parties reviewed all issues associated with Coal Yard Operations. The parties agreed to the following:

1. The current practice at Dave Johnston Plant of upgrading Fuelman to HEO and rotating the upgrade will continue.
2. The qualified Fuelman will not be used to cover overtime assignments unless all eligible HEO's have been given the overtime opportunity.
3. At Dave Johnston, the Heavy Equipment Operators and Maintenance Yard Working Foreman may provide 10 x 7 coverage with a mutually agreed upon schedule.

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## **CONTROL OPERATORS**

Effective March 26, 1996, Job Code 8632 Control Operator 1<sup>st</sup> six (6) months will apply only to Employees hired into the position. Internally trained Control Operators will receive the full Control Operator rate (8631) upon promotion. Development of new Control Operator confidence levels prior to permanent assignment to positions such as Unit 1 and Unit 2 at Dave Johnston and Unit 4 at Jim Bridger may be done by varying job assignments of Control Operators on the crew to which the new Control Operator is assigned.

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## **DECLARED EMERGENCY (For Power Delivery)**

During the 2004 Negotiations, the parties agreed to create new parameters for working, compensation and employee rest during extended, major restoration efforts. Timely response and employee safety are the foundations for this initiative.

### **Process**

The Managing Director Field Operations or a higher level of management will be responsible for announcing a Declared Emergency. Once announced, local management will inform each employee directly, if they are assigned to work under the terms of the Declared Emergency.

The initial regular or call-out work under a Declared Emergency will be paid under the existing rules of pay until the start of the 1<sup>st</sup> regular shift after the Declared Emergency is announced.

After the transition to the Declared Emergency schedule and until the end of the Declared Emergency, employees will be paid double time for all work time and double time for all rest time up to 8 hours.

Employees shall not be required to work any longer than 24 continuous hours unless the restoration will be completed within 4-6 hours after the Declared Emergency has been announced. For every 24 hours period or major fraction thereof, the employee shall be provided up to eight-hours of paid rest at their regular rate. Once restoration is completed and the employees have completed their double time rest period, they shall return to their regular rate of pay. If the employee returns to work directly after the

end of their paid rest period and during their regular work hours, they will be paid at their regular rate of pay for the remainder of the shift.

The parties agree to convene a Labor/Management meeting promptly after the completion of the 1<sup>st</sup> restoration completed under the terms of the Declared Emergency agreement. The purpose of the meeting will be to review schedules, restoration time frames, safe work practices and any other potential problems or operating practices that may be improved during future Declared Emergencies.

Harold Giberson  
President  
UWUA Local 127

Brad W. Miles  
Director Field Operations  
PacifiCorp

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### DELAYED MEALS

The Company and the Union hereby agree that in the event meals delayed due to public safety or meals supplied in remote locations becomes a problem that cannot be resolved per Section 18.9.5 of the CBA, the elimination of delayed meal premiums and/or remote location meal provisions will sunset and the following contract language will become effective following thirty (30) days written notice from the Union to the Company. Neither management nor the local Union will tolerate the intentional manipulation or non-compliance with these provisions.

18.9.5 The intent of this article is not to accommodate the undue delay of meal periods, as all employees and their supervision are equally committed to safe work practices, excellent customer service and professional working conditions.

Employees who are at work during a regularly scheduled meal period, other than the regular lunch period or mid-shift meal as provided above, will break from work for rest and nutrition, which will be eaten on their own time.

Power Delivery: In remote locations, where restaurant or eating facilities are unavailable or an employee is more than one hour from an eating establishment, the Steward and District Manager shall meet and agree to a mutually acceptable arrangement for providing meals. This agreement will be either that employees will be supplied with meals to take to the job site or that food will be delivered to them at the job site. The intent is that the Employees will break for rest and nutrition at the prescribed intervals and

that delaying those periods should only occur when public safety risks need to be addressed. Best judgment is expected to be used by both the Union and Management. In the event of a public safety risk which requires the employee to work through their meal, they will receive one hour's additional pay for each hour the meal is delayed.

For Power Delivery employees, it is recognized that if an eating establishment is one hour or less from the job site that travel to and from that eating establishment will be on company time. If the job site is more than one hour from an eating establishment, the above will apply. With equal commitments to safety, customer service, economic efficiency and quality of work life, common sense, and good judgment should be the guiding factors in this regard.

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### HEARING AIDS

Power Supply Employees will be reimbursed an additional \$200 per aid per year for this contract period toward the purchase of hearing aids. The program will be administered similar to the safety glasses reimbursement. This program will cease should the Company Insurance Program begin coverage at the same or greater level.

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### HIRING HALL

This MEMORANDUM OF UNDERSTANDING by and between PacifiCorp, hereinafter called the "Company"; Local Union No. 127 of the Utility Workers Union of America, hereinafter called the "Union", do mutually agree to the terms and provisions of the said Memorandum of Understanding hereinafter set forth.

The Company and Union recognize a need to utilize temporary Employees to meet the interests of both parties. Some of the factors include: (1) to have qualified personnel perform work that is temporary in nature; (2) to avoid the implementation of the demotion and layoff procedures as a result of addition Employees to the regular work force for work that will not continue in the near future; (3) to work together cooperatively to meet the objectives of both parties.

It is not the intent of the parties to have temporary Employees replace permanent Employees. Notwithstanding any other understanding between the parties, the Company shall not involuntarily lay off any Employee for lack of work or to avoid producing a full time work force, when needed, in a department or location where temporary Employees are being utilized. No Employee working under the terms and conditions of this Agreement shall exceed six (6) months of employment in any one location and job in a rolling twelve (12) month period without prior written mutual agreement by and between the Company and the Union.

A. REQUEST FOR TEMPORARY EMPLOYMENT

When the Company desires to use this referral service provided by the Union, the Company shall follow the terms pursuant to this Agreement and request Union refer applicants for such work. The request shall include:

1. The classification needed;
2. Special skills or training required (i.e., CDL);
3. The work location;
4. The reporting date and who to report to;
5. The duration of the work, if known;
6. Any Company identification of a specific individual from the hiring hall for referral, based on past experience.

B. CLASSIFICATIONS, QUALIFICATIONS, AND PAY RATES

The classifications, qualifications, and pay rates shall be those already negotiated by the parties as contained in the collective bargaining agreement unless otherwise specifically agreed to by the parties.

Pay rates for Journeyman craft and above shall be those listed in the collective bargaining agreement. Pay rates for non-Journeyman craft Employees will be at the minimum of the second step. For temporary Employees who have advanced through the wage progression, they shall be paid at the appropriate rate.

C. PRIORITY OF REFERRALS

Applicants for temporary employment at PacifiCorp shall be prioritized in the following groups:

1. Previous PacifiCorp Employees qualified in the same or higher classification.
2. Individuals who meet PacifiCorp's and UWUA Local 127's entry qualifications.

In administering this referral procedure the Union will develop procedures to provide a consistent method of referring applicants and assuring that applicants are not discriminated against.

#### D. REJECTION OF REFERRALS

The Company may reject any referral that is determined by the Company to be unsuitable for employment. The Company may terminate the temporary employee at any time during their employment.

Company may also notify the Union in writing of any individual determined by the Company who should not be referred to PacifiCorp for employment per the following:

1. Each notification must be in writing to the Union with a copy mailed to the last known address of the individual.
2. The notification will be in effect for one (1) year from the date of receipt by the Union.

Former PacifiCorp Employees who were discharged for cause and are not eligible for rehire and shall not be referred to the Company for temporary employment provided the Union has been notified in writing.

The Company shall furnish the Union written confirmation of all terminations of these temporary Employees.

#### E. TEMPORARY STATUS

These temporary Employees shall not attain regular status or any entitlements that regular Employees have, unless otherwise agreed to by the parties. These temporary Employees will not be entitled to Supplemental Benefits other than those agreed upon herein.

F. COMPENSATION AND TERMS

1. Employment shall commence upon orientation or work at the location and time requested by the Company. Pay provisions are those provided for in the collective bargaining agreement between Local 127 and PacifiCorp.
2. The Company may not downgrade Employees from the classification requested; however, the Company may upgrade Employees in accordance with the Agreement. (No temporary Employee shall receive an upgrade when a regular qualified Employee is readily available.)
3. Payments in lieu of benefits shall be paid for each hour worked in addition to the hourly wages:
  - a. Journeyman Craft and Above:
    - An amount equal to three percent (3%) of the straight-time rate plus
    - An amount equal to \$5.05 per hour
  - b. Non-Journeyman Employees:
    - An amount equal to five percent (5%) of the straight-time hourly rate plus
    - An amount equal to \$2.75 per hour
4. Employees shall give the Company written authorization to deduct one and one half percent (1 ½%) of gross hourly compensation from their paychecks for this employment referral. Monies will be forwarded to the Union monthly. Payment of this referral fee in no way obligates the Employee to join the Union.
5. Employees covered by the terms and conditions of this agreement shall not acquire seniority rights.
6. All overtime work shall be offered to regular Employees, at that location, prior to temporary Employees covered by this agreement.

G. OVERVIEW COMMITTEE

Each Plant and Power Delivery will have a committee consisting of two (2) Company and two (2) Union members to address issues related to this agreement.

H. SECURING TEMPORARY EMPLOYEES

Temporary, **casual, and part-time** employees performing bargaining unit work will be hired through the Local 127 Hiring Hall when the Union can provide the resources. **This shall include instances when the Company determines it is necessary to hire temporary labor to fill in for employees who are on disability.** Furthermore, this agreement does not modify the Company's ability to use contractors. The Company, with the Union's agreement, may advertise for temporary Employees. The Company will review and approve or disapprove applications.

## TERMINATION OF AGREEMENT

Either party giving the other thirty (30) days written notice may terminate this agreement at any time.

### I. EXCLUSIONS TO COLLECTIVE BARGAINING AGREEMENT

1. The following articles within the collective bargaining agreement DO NOT apply to Employees working in accordance with this agreement: 4.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0, 19.5.3, 19.5.4, 19.5.5, 19.5.7, 19.5.8, 19.18, 20, 21.
2. The following article within the collective bargaining agreement DOES NOT APPLY to Employees working in accordance with this agreement: 8.0 *with the exception that*, within that article, subsection 8.4 DOES APPLY to Employees working in accordance with this agreement.

I agree to the terms and conditions of this Letter of Agreement – Hiring Hall Pilot, between UWUA Local 127 and PacifiCorp.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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### HEALTH INSURANCE

Agreed that the Union, Company, and Health Insurance Representative will meet quarterly and discuss problems and make recommendations.

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### HOME START PROVISIONS

The parties agree that if business operations create the opportunity for "home start," the parties will meet to negotiate implementation of "home start" for affected classifications. The Company and Union will mutually agree upon the provisions of "home start" for affected classifications.

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## LOGISTICS WORKERS – INTENT OF DELIVERY OF MATERIALS

The two (2) Logistics classifications of Logistics Foreman and Logistics Worker were agreed to in the collective bargaining agreement based on the Company's intent that overnight trips to distribute materials will be minimal as determined by Company need. Furthermore, it is not the Company's intention to have Logistic Workers serving as permanent delivery drivers or involuntarily driving tractor-trailers. In the event that the Company introduces the regular use of tractor-trailers or Logistic Workers are required to make overnight trips on a frequent basis, it will fill the position of Logistics Equipment Man through the bid process:

Logistics Equipment Man is an Employee who (a) regularly operates and drives a tractor-trailer truck to transport materials and supplies, (b) conforms to all Department of Transportation (DOT) regulations regarding transportation of hazardous material, and (c) is qualified as a Logistics Worker (d) works as a Logistics Worker when not driving a truck with the same pay scale as a Logistics Worker.

Furthermore, should any incumbent Logistics Worker not meet the physical qualifications for obtaining a CDL, he/she will be accommodated to the extent possible with respect to the Americans with Disabilities Act.

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## METERMAN, POLY-PHASE SPECIALIST, AND SINGLE PHASE SPECIALIST POSITIONS AND THEIR TRAINING

- A. The Region Operations Journeyman Training Committee will modify the existing Meterman Apprentice Program to meet the needs of the multi-tier metering classifications.
- B. New positions of Single-Phase Specialists and Poly-Phase Specialists will be filled from the Training Pool Roster.
- C. Metermen, Poly-Phase Specialists, and Single-Phase Specialists will be training by a Journeyman Meterman.
- D. Meterman, Poly-Phase Specialist, and Single-Phase Specialist positions will be offered by location. However, if there is no Journeyman Meterman at that location, the Trainee will be trained at a location where there is a Journeyman Meterman that is agreeable to the Employee and Company.

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## OVERTIME

### (Applies to all classifications except Power Plant Operations)

During collective bargaining in 2004, the parties agreed to material changes to the processes for scheduling and equalizing overtime assignments. This letter details the implementation and change requirements.

1. The new overtime processes outlined in Article 19, Section 19.5 will become effective ninety days after ratification.
2. The parties agree to provide employees with detailed information on their new overtime equalization groups, if applicable, that defines the other members of the group and the scope of work normally associated with their processes. This information will be provided within 60 days of ratification of this agreement.
3. Employees in the Mechanic and CET classifications at the Dave Johnston and Jim Bridger Plants will be polled to determine if they have an interest in being transferred to a different equalization group other than the original assignment. Once this information is gathered, the parties will meet to determine a transfer process that balances employee interests with the safe and efficient operation of the Plant.

The parties agree to review the implementation of the new overtime processes at Labor Management beginning January 2006 and work collectively to resolve any issues that may not have been anticipated during bargaining in 2004 or where differences of opinion exists.

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## PERSONAL TIME BALANCES

Personal time hour balances above 320 hours (six (6) months) on March 25, 2005.

During collective bargaining that produced the current agreement, the parties agreed to the following terms for addressing employee personal time hours above 320 on March 25, 2005:

1. A report of personal time hour balances on March 25, 2005 ratification will be prepared and agreed to by the parties.
2. This report will also detail by employee, the number of hours of personal time accrued in payroll year 2005 and the hours above 320 on March 25, 2005.
3. The hours above 320 and not accrued in payroll year 2005 will be treated as follows:
  - (a) Employees will receive a lump-sum payment equal to their regular rate of pay times their hours above 320 (and not accrued in payroll year 2005) times 80%, in their paycheck of May 2, 2005.
  - (b) Employees will have the remaining personal time hours equal to the 20% balance on the hours identified in 3(a), left in their personal time bank.
4. Employees will have until December 25, 2005, to manage their personal time hours down to 320 hours. The balance above 320 hours on December 25, 2005 will be transferred into their Supplemental Disability Leave Bank.

Examples of how these hours will be treated:

Balance on March 25, 2005 = 616 hours (544 hours maximum carryover into 2005 plus 72 hours (12 hours per pay period accrual times six pay periods))

- 616 hours minus 72 hours (2005 accrual) = 544 hours minus 320 hours = 224 hours
- $224 \times 80\% = 179.2$  hours x regular rate of pay at the time of payment
- $224 \times 20\% = 44.8$  hours added to the 320 hour limit to be used or deferred by December 25, 2005

Balance on March 25, 2005 = 400 hours (340 hours carryover into 2005 plus 60 hours (10 hours per pay period accrual times six pay periods))

- 400 hours minus 60 hours (2005 accrual) = 340 hours minus 320 hours = 20 hours
- $20 \times 80\% = 16$  hours x regular rate of pay at the time of payment
- $20 \times 20\% = 4$  hours added to the 320 hour limit to be used or deferred by December 25, 2005

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## **JOINT COMMITTEE TO STUDY RETIREMENT AND TRAINING ISSUES**

The Company and Union recognize that replacement Generation manpower due to future retirements and training of Journeyman are joint issues. During the term of this collective bargaining agreement the parties agree:

A joint committee will be formed to study the age and projected retirement time frames in our journeyman classifications. This committee will also discuss, based on the above study and the needs of the business, the advisability, location, and timing for starting employees in apprentice/training classifications. The committee will consist of 2 union members and 2 management members. The President and Labor Relations Director or their designee will be ex-officio members.

The Joint Committee will meet within the first ninety (90) days from the date of ratification.

The Local Joint Training Committee will study and recommend the changes necessary to convert the existing Mechanical and Control Electrical Technician training programs to competency based apprenticeship programs. Upon conversion to an apprenticeship program, the Company agrees to establish ten additional apprentice/apprentice qualified positions.

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## **SHARED WORKFORCE AGREEMENT**

The Company and the Union agree to the following procedure to reduce the use of contract labor during outages and other peak labor requirements within Local 127 jurisdiction:

1. When determining which Local 127 plant labor may be drawn from the following steps will be followed:
  - a. The plant required the additional labor will contact both 127 plants and request 50% of the manpower requirement from each.
  - b. If a plant is unable to supply 50% of the need, they will express the number they can supply and the remainder will be requested from the other plant.

2. The requesting location will identify the volunteer labor needs to include: classifications, skills, numbers, date of work, duration, hours of work and travel arrangements.
3. Not more than six weeks prior to the start of the job, the overtime list in effect at that time will be used to fill the labor requirements.
4. The employee, by accepting the assignment, understands they are committing to the assignment. Exceptions, death in the family, etc., will be handled on a case by case basis.
5. Hours of work will be communicated to the volunteering employee(s). The volunteering employee will be paid according to the bargaining agreement under which they normally work. Rules governing continuity will apply.
6. Company transportation will be utilized if available. Car-pooling is encouraged and if utilized the vehicle owner will receive reimbursement at the normal Company rate. Not to include daily commute.
7. All classifications will work as assigned and Journeyman will provide their own tools.
8. Reasonable expenses (Laundry, telephone calls) will be reimbursed. Meals will be reimbursed according to the out of town meal expense letters dated September 23, 1997 and June 7, 1993.
9. Motel room will be provided by the Company. If the employees wish to make other arrangements, they will be compensated at \$30 per night.
10. This agreement will be in effect until March 26, 2000 and may be revisited upon request of either party.
11. This agreement may be canceled by either party upon thirty (30) days written notice.
12. Local Management reserves the right to determine if and when this agreement is activated in a given situation. Local Management shall be the sole judge as to whether or not employees are available to be "loaned."
13. The Company will endeavor to utilize this agreement whenever possible. The parties recognize this agreement does not preclude

the Company from using other avenues (Millwright Agreement, Contractors) to perform the work in accordance with Section 3.5.

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## **SPECIAL SKILLS FOR LINE PATROLMAN**

June 20, 2004

During 2004 collective bargaining the parties reached agreement to expand the number of employees with the "special skills" of Line Patrolman for emergency overtime purposes. Accordingly; the Company will:

1. Solicit the senior interested journeyman in the Rawlins, Riverton, and Cody Districts for training and emergency response obligation for transmission facilities.
2. The individuals selected will receive:
  - a. One (1) eight-hour training period covering relays, maps, access points, geographic boundaries and inspection criteria.
  - b. A minimum two (2) eight-hour field training opportunities, working with the current incumbent Line Patrolman and/or management, identifying transmission facilities within their assigned jurisdiction.
3. If the individual(s) identified above are not available for an emergency overtime situation as a Line Patrolman, and the Casper or Rock Springs Line Patrolman are not available, the Company will use the volunteer with low overtime hours in the District closest to the emergency for that instance.
4. As quickly as practicable, the pertinent Local 127 leadership, Power Delivery management, the incumbent Line Patrolman will meet to review this process and modify if necessary.

**Memorandum of Understanding  
Between  
Dave Johnston, Wyodak, and Jim Bridger Power plants  
&  
UWUA Local 127**

This Memorandum of Understanding is designed to replace the language in section 19.5.4.13 concerning bypassing on overtime.

If the company bypasses the normal overtime procedure to secure personnel with special skills or knowledge, the procedure to rectify that issue is as follows:

The supervisor making the call will:

1. Call the person/s on the overtime response system (beeper) in the required classification where applicable
2. Call the person/s on the volunteer list
3. Call down the overtime list until the person/s who responded to the initial special skills or knowledge are reached on the list

The number of individuals that were called out because of special skills or knowledge will be overmanned by the same number. If the call out reaches the individual or individuals who were called because of special skills or knowledge the call out will end.

This Memorandum of Understanding will be reviewed on an annual basis and will be discussed at next contract negotiations.

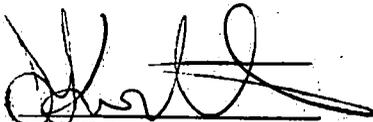
This memorandum may be canceled with thirty (30) days written notice by either the Company or the Union to the other party.



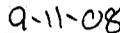
Harold Giberson  
President, U.W.U.A. Local 127



Date



Craig Christensen  
Director of Labor Relations  
PacifiCorp Energy



Date

**LETTER OF UNDERSTANDING  
JANUARY 15, 2010**

This letter confirms the Agreements and Understandings reached between the bargaining committees of Utility Workers Union of America Local 127 and PacifiCorp Energy/Rocky Mountain Power.

1. A four year term of Agreement from September 25, 2009 through September 26, 2013.
2. Wages:
  - 1.25% Upon ratification
  - 1.5% As of September 26, 2010
  - 1.5% As of September 26, 2011
  - 2.0% As of September 26, 2012
3. Agreed to amend section 21.5. Added section 21.5.1 Medical Cost Sharing.  
Upon ratification-
  - 80% Company contribution/20% employee contribution
  - 1/1/2011- 80% Company contribution/20% Employee contribution
  - 1/1/2012- 75% Company contribution/25% Employee contribution
  - 1/1/2013- 70% Company contribution/30% Employee contribution
4. Agreed to Amend Section 19. Added Section 19.19 Safety boot allowance.
5. Agreed to Amend Section 12.2.6
6. Agreed to Amend Section 12.2.7
7. Agreed to Amend Section 12.2.1
8. Agreed to Amend Section 14.4.3 and 14.4.4. Relocation allowance changed from \$1,000 to \$2,000.
9. Agreed that temporary, casual, and part-time employees who perform bargaining unit work will come through the Hiring Hall when the Union can provide those resources.
10. Agreed to Amend Section 20.0. Added Section 20.4 Pension

Effective sixty (60) days after ratification, March 31, 2010: Freeze the current Final Average Pay Plan and replace with an annual enhanced 401 (k) contribution. These contributions are on a pay period basis and are based on straight time wages.

The contribution for employees hired before 1/1/2007 will be 6.5%.

The contribution for employees hired after 1/1/2007 will be 4%.

In addition, the following annual transition credits will be applied for those employees hired before 1/1/2007 who are age forty (40) or greater, or will turn forty (40) before March 31, 2010:  
1<sup>st</sup> year- 6.5%    2<sup>nd</sup> year- 5.5%    3<sup>rd</sup> year- 5.0%

11. Agreed to Amend Section 15.1. The committee that modifies or amends the Accident Prevention Manual will be reduced in size with a commitment by the parties to expedite changes that are made.
12. Agreed to Amend Section 20.0. Added Section 20.5 Retiree Medical  
Employees age fifty- five (55) years or older with ten (10) or more years of service, hired on or after 1/1/2010 will have access to retiree medical insurance only, with no subsidy by the Company.

## APPENDIX A

### Overtime Equalization Groups (Crews)

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The District Work Groups referenced in Section 19.5.3.1 shall be defined as follows :

#### Power Delivery

1. Buffalo<sup>1</sup> - \*Lines
2. Casper (Glenrock) – \*Lines
3. Casper (Glenrock) – Station Wireman
4. Casper (Glenrock) – Meter & Relay
5. Casper (Glenrock) – Communications
6. Casper (Glenrock) – Meterman
7. Casper (Glenrock) - Estimator
8. Casper (Glenrock) – Logistics
9. Casper (Glenrock) – Equipment Serviceman
10. Casper (Glenrock) – Facilities Specialist
11. Casper (Glenrock) – Meter Reader
12. Casper (Glenrock) – Service Coordinator
13. Cody (Powell & Lovell) – \*Lines
14. Cody (Powell & Lovell) - Station Wireman
15. Cody (Powell & Lovell) – Meter & Relay
16. Cody (Powell & Lovell) – Logistics
17. Cody (Powell & Lovell) – Meter Reader
18. Douglas - \*Lines
19. Douglas – Meter Reader
20. Rawlins - \*Lines
21. Rawlins – Logistics
22. Rawlins – Meter Reader
23. Rawlins – Service Coordinator
24. Riverton (Lander) – \*Lines
25. Riverton (Lander) – Meter Reader
26. Riverton (Lander) – Service Coordinator
27. Rock Springs (Green River) – \*Lines
28. Rock Springs (Green River) – Meter & Relay
29. Rock Springs (Green River) – Station Wireman
30. Rock Springs (Green River) – Communications
31. Rock Springs (Green River) – Meterman
32. Rock Springs (Green River) - Estimator
33. Rock Springs (Green River) – Logistics
34. Rock Springs (Green River) – Meter Reader
35. Rock Springs (Green River) – Service Coordinator
36. Worland (Greybull & Thermopolis) – \*Lines

---

<sup>1</sup> Midwest, Edgerton & Linch.

37. Worland (Greybull & Thermopolis) – Meter Reader
38. Worland (Greybull & Thermopolis) – Service Coordinator

*\*Lines – General Line Foreman, Lineman, Serviceman, Line Patrolman, District Foreman, District Lineman, and Lineman Agent.*

**The Plant Work Groups (Crews) referenced in Section 19.5.1 shall be defined as follows:**

**Wyodak Power Plant**

1. Control & Electrical Technicians
2. Mechanics
3. Helpers
4. Storekeeper
5. Clerical

**Dave Johnston Power Plant**

1. Control & Electrical Technicians – Day shift
2. Control & Electrical Technicians – On-shift
3. Mechanics On-shift
4. Mechanics – Pulverized Coal
5. Mechanics – Air & Water, Convert Steam
6. Mechanics – Produce Steam
7. Mechanics – Control Emissions
8. Mechanics – Supply Fuel & Station Support
9. Apprentices/Trainees\*
10. Helpers – Day shift
11. HEOS
12. Materialman
13. Storekeeper
14. Clerical
15. Ash Disposal Operator

*\*Apprentices/Trainees are included in their current assigned work group and assigned overtime as appropriate for training and productivity purposes.*

**Jim Bridger Power Plant**

1. Control & Electrical Technicians – Inside Processes
2. Control & Electrical Technicians – Outside Processes
3. Control & Electrical Technicians – On-shift
4. Mechanics On-shift
5. Mechanics – Pulverized Coal
6. Mechanics – Convert Steam
7. Mechanics – Produce Steam
8. Mechanics – Control Emissions (Ash)
9. Mechanics – Control Emissions (Scrubbers)
10. Mechanics – Supply Fuel

11. Mechanics – Air & Water (Inside/Outside), Station Support, Predictive Maintenance
12. Apprentices/Trainees\*
13. Helpers – Dayshift
14. Helpers – Scrubbers
15. Helpers – On-shift
16. HEO's – Dayshift
17. HEO's – On-shift
18. Materialman
19. Storekeeper
20. Clerical
21. Ash Disposal Operator

*\*Apprentices/Trainees are included in their current assigned work group and assigned overtime as appropriate for training and productivity purposes.*

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