

2023-2026

COLLECTIVE BARGAINING AGREEMENT

between

**PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY**

and

**LOCAL UNION NO. 997 OF INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

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COLLECTIVE BARGAINING AGREEMENT

*THIS AGREEMENT is made and entered into by and between
PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, Washington,
hereinafter called the "District" and LOCAL UNION NO. 997 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
hereinafter called the "Union."*

ARTICLE I

TERM OF AGREEMENT

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

1.2 For and in consideration of the promises and obligations of each party to the other, as hereinafter set forth, the parties hereto revise the Agreement now existing between the parties and establish and agree to the following conditions of employment from May 1, 2023, to and including April 30, 2026. Either party may notify the other party in writing not less than 60 days prior to April 30 of the last year of the Agreement of its desire to terminate or amend the same.

1.3 If an amendment is desired, the substance thereof shall be contained in such notice. Without giving such notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive.

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

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

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

SCOPE OF AGREEMENT

3.1 The District recognizes the Union as the sole collective bargaining agency representing all employees covered by this Agreement, for the purposes of establishing wages, hours, and conditions of employment. The District will not seek to bargain with anyone other than the Union President and/or designee(s) on matters involving wages, hours, and conditions of employment.

3.2 All employees of the District coming within the Classifications covered by this Agreement may choose to (1) share in the cost of maintaining and operating the Union as their collective bargaining agency by paying dues and fees to the Union to maintain membership, (2) pay reduced agency fees that omit expenditures not germane to collective bargaining, or (3) do neither. Within 90 days after the start date of any such employee, the District shall provide the Union access to the new employee for 30 minutes, during the new employee's regular work hours at the employee's regular worksite. If agreed by the District and the Union, the access may be granted during the new employee's orientation provided by the District, at a location mutually agreed by the District and Union. The foregoing provisions shall not be construed as denying the District the right to select its supervised employees regardless of whether such employees are members of the Union.

3.2.1 Upon the written authorization of an employee within the Union, the District shall deduct from the payments to the employee the monthly amount of dues or agency fees as certified by the Secretary of the Union, and shall transmit the same to the person designated by the Union to receive the dues or agency fee payments. The Union shall indemnify, defend and hold the District, its officers, directors, agents, Commissioners, employees and former employees harmless against any and all claims, suits, orders or other judgements, including all costs and attorney fees involving the District as a result of any dues or agency fee deduction made or not made, or actions taken or not taken by the District under this Section 3.2.

3.3 Nothing in these rules is intended or shall be used to violate any municipal ordinances, state law or safety standard, or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the District, or the employee. Any deviation from these rules shall be recorded in detail and shall show the time, the place, the employees affected, and the reason for such deviation.

3.4 The District and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all District services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

3.5 Discipline

The District retains the right to exercise discipline in the interest of good service and the proper conduct of its business. However, except for employees who are in their orientation period and have no right of appeal, employees will not be disciplined or discharged except for cause.

3.6 The District will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, marital status, disability, veteran's status, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: recruitment, hiring, placement, promotion, reclassification, transfer, layoff, termination, training, compensation, benefits, and any other aspects of employment. The District will post in conspicuous places available to employees and applicants for employment, provisions of this non-discrimination clause. The District may take actions necessary to comply with the Americans with Disabilities Act after notification to the Union.

3.7 The District shall make appropriate provisions in any agreement entered into with any contractor or subcontractor for the furnishing of work to the District, that such contractor shall conform with the current and prevailing Union schedule of wages and working conditions.

3.8 Union Activities

3.8.1 An employee who accepts an assignment or appointment by the Union which takes the employee away from regularly assigned duties and/or the District's premises shall be considered to be an employee of the Union during the entire period of that assignment or appointment. When an employee is conducting Union activities, those activities are for the benefit of the Union and therefore any injuries occurring while performing those responsibilities shall not be construed as injuries occurring in the course of the employee's employment with the District. The Union agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments inclusive of State Industrial claims brought or issued against the District as a result of any such Union assignment or appointment. This section does not apply to activities relating to the negotiation and administration of the collective bargaining agreement between the District and the Union or the representation of District employees, including the investigation and processing of District employees in investigations relating to their employment.

3.9 Labor-Management Committee

3.9.1 The District and the Union shall establish a Labor-Management Committee composed of the District General Manager or a designee and four additional Management representatives; the Union President or a designee and four additional Union members. This Committee shall meet as frequently as may be determined by the parties and shall only meet after an agenda has been prepared at least one week in advance of any meeting date agreed upon; or the Committee may meet on call if an emergency problem arises which can be rightfully discussed by the Committee. This Committee shall meet during non-working hours by mutual agreement of the parties. The Committee referred to in this section shall function in a consultative capacity and shall not be considered as a decision-making body. Accordingly, the Labor-Management Committee shall not discuss grievances properly the subject of the procedure outlined in Article V of this Agreement.

ARTICLE IV

CLASSIFICATIONS

4.1 The types of employment of all employees of the District covered by this Agreement and eligible for Union membership shall be divided into three Classifications, to be known as Classification "A", Classification "BA", and Classification "C" respectively. The positions of employment coming under Classification "A" are shown in the listed marked Exhibit A attached hereto; the positions of employment coming under Classification "BA" are shown in the listed marked Exhibit B attached hereto; and the positions of employment coming under Classification "C" are shown in the listed marked Exhibit C attached hereto.

Those employees transferring to Classification "C", after completing their six-month orientation period in that department, shall not be eligible for transfer to Classification "A" or "BA" for a period of 7 years. Employees entering positions within the Customer Service and Billing department may not bid out of the department for a period of 2 years.

4.2 Any use of the masculine gender in job position titles shall be deemed to include the feminine gender.

4.3 The first twelve months of employment in each District position are considered an orientation period for all employees. During this time, the employee, the employee's performance and ability to meet the job requirements and District standards will be evaluated by his/her supervisor. If the employee's performance is satisfactory, he/she may become a regular employee at the end of the orientation period.

If the employee's performance is marginal or unsatisfactory, the District may end his/her employment or extend the orientation period for up to another two months to further evaluate performance and suitability for the job. If the orientation period is extended, Management will make the decision regarding regular employment prior to the end of that period.

ARTICLE V

GRIEVANCES AND ARBITRATION

5.1 Upon request, the General Manager and/or designee shall meet with the Shop Steward and/or President for the purpose of discussion and clarification of the Agreement. Reference to Union President shall mean the President or the President's designee.

5.2 The District will meet with the President of the Union and/or any other person(s) duly authorized by the President of the Union in reference to any grievance brought by any member hereunder.

5.3 Procedures

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

5.3.2 Any dispute between the District and the Union or between the District and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Any dispute arising out of the interpretation and application of Section 3.6 shall not be subject to the grievance and arbitration procedure set forth herein.

5.3.3 After the occurrence of any alleged Agreement violation, the grievance shall first be taken up by the employee with the Shop Steward, and if the employee and Shop Steward determine that a grievance exists, it shall be taken up by the employee, Shop Steward, and/or the President with the Supervisor within 45 calendar days. The Supervisor should consult and/or arrange a meeting time with a superior, if

necessary, to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage within 15 working days after the grievance has been presented.

5.3.4 If the grievance is not resolved as provided in Section 5.3.3 above, the President shall then forward a written grievance defining the section or sections violated to the District General Manager or General Manager's designee within 10 working days after Section 5.3.3 answer. The District General Manager or designee shall convene a meeting within 10 days after receipt of a grievance in an effort to resolve the issue. Within 10 working days after the meeting, the District General Manager or designee shall forward a reply to the Union, unless mutually agreed that a time extension is necessary.

5.3.5 If the grievance is not settled in Section 5.3.4, it may be referred to arbitration by either party and the arbitration shall be conducted under Voluntary Labor Arbitration Regulations. Such reference to arbitration shall be made in writing within 30 calendar days after the Union's receipt of the District's response as provided in Section 5.3.4, and will be accompanied by the following information:

- a. Question or questions at issue.
- b. Remedy sought.

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

- a. Upon receipt of reference to arbitrate addressed in Section 5.3.5, each party shall name its representative within five working days. The representatives shall request, from the local office of the Federal Mediation and Conciliation Service, a list of seven available arbitrators. Using such list, the parties shall by agreement, or by alternately striking names until one remains, select the arbitrator.
- b. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement.
- c. The decision of this arbitrator shall be final, conclusive, and binding upon the District, the Union, and the employees involved.
- d. The cost and fees of the arbitrator shall be borne equally by the District and the Union. Each party shall be responsible for their own costs and attorney's fees of presenting its case.
- e. The arbitrator shall cause hearings to be held at a designated time and place, of which reasonable notice shall be given to both parties hereto. Each party shall be given the opportunity to appear in person or by representatives or attorneys and to produce and cross-examine witnesses. The arbitrator shall pass on the admissibility of evidence. At the conclusion of the hearing the arbitrator shall render a decision, a copy of which, with the

reasons furnished, shall be furnished to both parties 30 days after the case is submitted to the arbitrator.

5.3.7 A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced as provided for in Section 5.3.4 of the grievance procedure and be processed within the time limit set forth therein.

5.3.8 If at any step in the grievance procedure, Management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

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

ARTICLE VI

EMPLOYMENT BENEFITS

This section is for PERS 2 and 3 participants. A separate Section for PERS 1 participants is located at the end of the Contract under Letter of Understanding No. 06-04.

6.1 As a part of employee benefits, the District will maintain: Social Security, Unemployment Compensation, Medical Aid, and Industrial Insurance Programs on behalf of all employees.

6.2 Temporary Employee Wages and Benefits

6.2.1 Temporary employees will be paid at the positions' regular wage rate, plus the value of benefits provided by the District to regular, full-time employees. The value of benefits will be calculated as a percentage of the average hourly wage. The calculation will be subject to change on May 1 of each year as rates for the items included in the calculation are adjusted. The schedule of benefits and methodology for calculations are shown in Exhibit E and Exhibit F.

Beginning January 1, 2018, temporary employees of the District may be eligible to accrue and use Paid Sick Leave benefits under the Washington State Sick Leave Law (RCW 49.46.210). Paid Sick Leave is available for such employees to care for their health and the health of their family members, detailed in the District's Temporary Employee Sick Leave Policy.

All temporary employees of the District shall begin accruing Paid Sick Leave on the first day of employment, provided that employees are not eligible to use Paid Sick Leave until after ninety (90) calendar days of continuous employment. Employees accrue Paid Sick Leave at a rate of one (1) hour for every forty (40) hours worked. There is no cap on the number of Paid Sick Leave hours that may be

accrued in a year. A maximum of forty (40) hours of Paid Sick Leave may be carried over each year. Paid Sick Leave can be used in no less than 15-minute increments (.25 hours).

When foreseeable, employees are required to provide reasonable advance notice for use of Paid Sick Leave. If possible, notification should include the duration of the absence. In certain situations, Paid Sick Leave may also be used without advance notice. If the need for Paid Sick Leave is unforeseeable, and arises before the required start of the employee's shift, notice should be provided to the employee's direct Supervisor as soon as possible on the first day of absence.

Accrued but unused sick leave for variable hour and temporary employees will not be paid out upon separation from employment under any circumstances.

6.3 PERSONAL TIME OFF (PTO)

This policy applies only to Union employees who participate in PERS Plans 2 and 3.

On (the first of the month following ratification of the 2006-2009 Contract), the date of the PTO implementation, a Union employee's existing vacation accrual will become the employee's initial PTO Bank. The District's Personal Time Off (PTO) plan combines vacation and sick leave into a single plan.

PTO accrues from an employee's date of hire and is available to be taken after 30 days of employment. It is intended to provide employees time off for rest and recreation, personal business, personal and family member illness, family member death and events covered by the Family and Medical Leave Act (requires separate application and approval – see Employee Handbook). PTO time may be scheduled for no less than 15-minute increments.

Full-time employees will accrue PTO at the rates shown in the following table, except that PTO will not accrue while an employee is on a Leave of Absence:

Year	PTO Hours	Year	PTO Hours
1-5	160	15	240
6-10	200	16	248
11	208	17	256
12	216	18	264
13	224	19	272
14	232	20 and over	280

Part-time Employees will accrue PTO based on a sliding scale calculated by the number of hours worked per pay period as a percentage of full-time hours. The percentage will be applied to the schedule shown above.

Accrual of PTO will be calculated for each pay period and added to the employee's accumulated PTO. PTO used during each pay period will be deducted from the employee's accumulated PTO. The balance of accumulated PTO as of the end of each pay period will be shown on each employee's payroll warrant.

A full-time employee will be required to take a minimum of 40 Hours PTO each anniversary year during years one through five of employment, a minimum of 80 Hours PTO in anniversary years six through 10 and a minimum of 120 Hours each anniversary year thereafter. Part-time employees whose PTO accrual exceeds 80 hours as of January 1 of any year will be required to take a minimum of 40 Hours PTO that year. Failure to follow this schedule will result in forfeiture of the PTO hours required to be taken. Accumulated PTO will not be forfeited when an employee is unable to take the required PTO each year because of being on extended sick leave, Short-Term Disability or on Injury Subsidization. Anniversary year, for PTO purposes, is defined as the first day of the calendar month in which you started employment with the District and ending the last day of the month preceding your starting month.

Any PTO accumulated in excess of 1,000 hours (100 days) must be used by the end of the month prior to the employee's anniversary date or the excess will be forfeited.

Scheduled PTO is subject to the supervisor's approval and must be scheduled at least one calendar week in advance. Based upon individual request, it may be taken at any time during the year, with due consideration being given to the desirability of scheduling it in a manner that will cause a minimum disruption to the District and its ratepayers.

Unscheduled PTO is subject to the supervisor's approval and must be requested when an employee calls in to report unscheduled absences. Notification of unscheduled absences should be given to the employee's immediate supervisor as soon as possible on the first day of absence. An Application for Leave form must be submitted within two days after the employee's return to work. If the Leave form is not provided within two days of the employee's return, the time away from work will become Leave Without Pay (see Employee Handbook). In cases where an employee's failure to submit a Leave form in a timely manner results in time charged to Leave Without Pay in excess of 40 hours per calendar year, the employee may be subject to disciplinary action. An employee may be required to provide medical evidence to the District confirming the need for use of unscheduled PTO. The expense of this medical evidence will not be borne by the District. The District, at its option, may require an examination of the employee by a doctor to be designated and paid for by the District. Medical evidence will be accepted from any medical practitioner accepted by the State Department of Labor and Industries. Any employee found to have abused unscheduled PTO privileges by falsification or misrepresentation will be subject to disciplinary action, up to and including termination.

When an employee terminates employment, the District will pay the employee the current value of accumulated PTO. Payment will be as follows:

- 1) cash for up to 360 hours, and
- 2) a deposit to the employee's Voluntary Employee Benefits Association (VEBA) account for hours in excess of 360.

Such compensation will be subject to applicable taxes, withholdings and PERS regulations.

An employee may cash out up to 80 Hours of PTO per year (at any time), provided the employee maintains a minimum balance of 100 hours of PTO. Any hours cashed out will not be included in the minimum usage requirement described above.

An employee, in the case of extreme financial hardship or emergency need, may make written application to cash out all or part of his/her PTO accrual. Such application will be directed to the General Manager and must include explanation of the hardship or need. The General Manager retains full right to determine the validity of a request made under this section and the right to approve or deny such request. A written response will be provided to the employee.

In addition, with advance approval of the General Manager, employees may have opportunities to assist other employees by donating accrued PTO hours to another employee's PTO and/or Sick Leave Bank.

6.3.1 Effective May 1, 2023, and each May 1 thereafter, any permanent full-time employee shall receive an additional four hours of PTO for each anniversary year between years 21 and 30. Employees with 30 or more years of permanent full-time service shall receive 40 hours of additional PTO each May 1. These lump sum PTO deposits will be made to the employees PTO bank each year during the May 1 – May 15 pay period.

6.4 SICK LEAVE BANK

On (the first of the month following ratification of the 2006-2009 Contract), the date of the PTO implementation, a Union employee's existing sick leave will be frozen and may be utilized as specified in the Sick Leave Bank section shown below.

This Policy applies only to Union employees who participate in PERS Plans 2 and 3 and who were employed by the District on and prior to (the first of the month following ratification of the 2006-2009 Contract).

At the time of implementation of the Union PTO Plan, employees' existing sick leave accruals will be frozen in a Sick Leave Bank.

Employees may access their Sick Leave Bank for illnesses subject to the supervisor's approval. Credit will be allowed only for time taken for illnesses within the regularly scheduled work week. Sick Leave Bank usage may be scheduled for no less than 15-minute increments.

Employee's Sick Leave Bank may also be used in accordance with the Family and Medical Leave Act and District policy (requires separate application and approval – see Employee Handbook).

In the event of a death in the immediate family of the employee, the employee may use up to five days from his/her Sick Leave Bank. Members of an employee's immediate family are limited to the employee's spouse, parent, sibling, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or relative living in the same house.

In order to utilize Sick Leave Bank benefits, the employee must submit an Application for Leave form to the District. An employee may be required to provide medical evidence to the District confirming the need for use of Sick Leave Bank benefits. The expense of this medical evidence will not be borne by the District. The District, at its option, may require an examination of the employee by a doctor to be designated and paid for by the District. Medical evidence will be accepted from any medical practitioner accepted by the State Department of Labor and Industries.

Notification of absence due to illness should be given to the employee's immediate supervisor as soon as possible on the first day of absence. An Application for Leave form must be submitted within two days after the employee's return to work. If an Application for Leave form is not provided within two days of the employee's return, the time away from work will become Leave Without Pay (see Employee Handbook). In cases where an employee's failure to submit an Application for Leave form in a timely manner results in time charged to Leave Without Pay in excess of five days per calendar year, the employee may be subject to disciplinary action.

Any employee found to have abused Sick Leave Bank privileges by falsification or misrepresentation will be subject to disciplinary action, up to and including termination.

An employee with a Sick Leave Bank balance will have sick leave converted to PTO and deposited to employee's Voluntary Employee Benefits Association (VEBA) account each year as outlined below. The conversion is based on a "first-in, first-out" principle, and the intent is to have no liability for excess compensation resulting from the pension calculation under the Public Employees Retirement System.

An employee's conversion requirement will be based on whether the employee has chosen to participate in Option A or Option B. Employees hired after May 1, 1997 and prior to the first of the month following ratification of the 2006-2009 Contract, are automatically enrolled in Option A.

Option A:

Under Option A, an employee with a Sick Leave Bank balance will have sick leave converted to PTO and deposited to employee's VEBA account each year according to the following schedule.

Sick Leave Bank as of Anniversary Date	PTO Conversion	VEBA Conversion
0 – 479.99 hours	½ day	½ day
480 – 719.99 hours	1 day	1 day
720 – 959.99 hours	3 days	3 days
960 – 1,000 hours	4 days	4 days

Conversion will be made at the end of the pay period during which the employee's anniversary date occurs. The employee's Sick Leave Bank will be reduced by the amount of conversion.

Conversion will be computed at the employee's current rate of pay.

Option B:

Under Option B, an employee with a Sick Leave Bank balance will have sick leave converted to PTO and deposited to employee's VEBA account each year according to the schedule shown

below. In addition, the employee will receive cash and a payment to employee's VEBA account for a portion of employee's Sick Leave Bank at retirement or separation as indicated below.

▶ **ANNUAL CONVERSION:**

Sick Leave Bank as of Anniversary Date	PTO Conversion	VEBA Conversion
0 – 479.99 hours	½ day	½ day
480 – 719.99 hours	1 day	1 day
720 – 959.99 hours	1-½ days	1-½ days
960 – 1,000 hours	2 days	2 days

Conversion will be made at the end of the pay period during which the employee's anniversary date occurs. The employee's Sick Leave Bank will be reduced by the amount of conversion. Conversion will be computed at the employee's current rate of pay.

▶ **CONVERSION AT RETIREMENT OR SEPARATION:**

Accumulated Sick Leave Bank	Cash-out and VEBA Payment
480 – 719.99 hours	25%
720 – 959.99 hours	30%
960 – 1,000 hours	35%

The above percentages will be converted to hours and applied to the first-in accumulated Sick Leave Bank. Cash-out and VEBA payment will be computed at the employee's current rate of pay. In the event of the death of an employee, the beneficiary specified for PERS benefits will receive a Sick Leave Bank cash-out according to the table above. Cash-out and VEBA payment at termination for cause are not available.

6.5 Holidays

6.5.1 The following holidays shall be recognized:

- | | |
|------------------------|---------------------|
| New Year's Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | |
| Memorial Day | Christmas Day |
| Fourth of July | 2 Floating Holidays |
| Labor Day | |

6.5.2 In addition to any other compensation earned, a full-time employee, who is on the payroll of the District on any one of the holidays specified in Section 6.5.1, will be granted ten hours pay at the straight-time rate of the employee's regular position, subject to compliance that the employee work the regularly scheduled workday before and the regularly scheduled workday after such holiday unless failure to work the scheduled workday before and after the holiday was due to any of the following events:

- a. When the employee is on a regularly authorized PTO or approved Leave Without Pay.
- b. When the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board.

- c. When the operation in which the employee is engaged is curtailed or discontinued by the decision of Management and which curtailment or discontinuance changes or eliminates the employee's scheduled workday before or the scheduled workday after such holiday.
- d. When a trade in shifts agreed upon between employees and approved in advance by Management results in a temporary change of the scheduled workday before or the scheduled workday after a holiday, provided the employee works the shift agreed upon.
- e. When bona fide sickness or other bona fide compelling reasons beyond the control of the employee prevent the employee from working all or part of the scheduled workday before or the scheduled workday after a holiday, provided the employee affected brings the case to his or her supervisor's attention within a reasonable time and the supervisor approves such reasons as bona fide and beyond the control of the employee.

Employees working 50 percent or more of the full-time hours per pay period who are on the payroll of the District on any one of the holidays specified above, excluding the Floating Holiday, will be granted holiday pay at the straight-time rate of the employee's regular position, based on a sliding scale calculated by the number of hours worked during the holiday pay period as a percentage of the full-time hours for that pay period. The percentage will be applied to the ten hours of holiday pay received by full-time employees. Holiday pay is available to part-time employees who work their regularly scheduled hours before and after such holiday. Hours worked do not include PTO or hours from Sick Leave Bank.

Commencing with hours worked between May 1, 2006 and April 30, 2007 part-time employees working 1,560 hours or more between May 1 and April 30 will be eligible for one 6-hour floating holiday the following contract year. Part-time employees working between 1,040-1,559 hours between May 1 and April 30 will be eligible for one 4-hour floating holiday the following contract year.

It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in Paragraph 1 of this section if the employee is directed to work at his or her regular position (or relief position if he or she is then working on a relief position) on such holiday and fails or refuses to work, except in the case where a bona fide sickness or other bona fide reasons approved by the Management prevent the employee working on such holiday.

6.5.3 When one of these days falls on Friday or Saturday, the Thursday preceding will be observed as the holiday; when one of these days falls on Sunday, the following Monday will be the holiday.

6.5.4 All work performed on the holidays mentioned in Section 6.5.1 shall be paid at the rate of double time in addition to the holiday pay.

6.5.5 Each full-time employee may select the day on which he or she desires to take a Floating Holiday provided: a) the employee has been continuously employed by the District for more than four months; b) the employee has given not less than 14 calendar days written notice to his or her supervisor, provided,

however, the employee and the supervisor may agree upon an earlier date; and c) the number of employees selecting a particular day off does not interfere with continuity of service to District customers. The floating or personal holidays must be taken during the year May 1 to April 30 or entitlement to the day will lapse except when an employee has requested a personal holiday and the request has been denied.

6.6 Injury Subsidization

6.6.1 A full-time or regular part-time employee with the District who is injured while performing job duties and is unable to return to work shall be compensated by the District, when the employee has qualified for compensation under the Workers' Compensation Act, and will be kept on salary for eight (8) consecutive weeks, per qualifying event. Injury Subsidization and Family Medical Leave Act (FMLA) will run concurrent for eligible employees. Regular part-time employees' pay will be determined using a one year look back, from time of injury.

If an employee exceeds eight (8) weeks kept on salary, an eligible employee will continue to be covered under FMLA. While an employee is receiving a Workers Compensation check, if unable to supplement with paid leave to cover their portion of premiums, they will be invoiced for their healthcare benefits. Once FMLA is exhausted, lost time thereafter shall be charged, if available, to PTO, Sick Leave Bank, Floating Holiday or Compensatory Time.

The District may request of the Department of Labor and Industries that the injured employee be examined by a doctor designated by and paid for by the District. Medical evidence will be accepted from any medical practitioner accepted by the State of Washington, Department of Labor and Industries. Before resuming work, the employee must furnish the District with a copy of the doctor's statement authorizing the employee to return to work. If at any time an employee refuses light duty work for which they are authorized by a medical practitioner, the provisions of this section for kept on salary benefits will cease.

6.7 Healthcare Plan

6.7.1 The District will implement its July 9, 2003 Healthcare Plan for employees as soon as administratively possible. The July 9, 2003 Plan is detailed in a PUD #1 of Clallam County Healthcare Plan booklet available to each employee.

6.7.2 The employee's share of the monthly cost of the Healthcare Plan is as follows:

	Medical	Dental
Full-time employee	10%	0%
Full-time employee & spouse	10%	0%
Full-time employee & dependents	10%	0%
Full-time employee & family	10%	0%
Part-time employee	25%	25%
Part-time employee & spouse	25%	25%
Part-time employee & dependents	25%	25%
Part-time employee & family	25%	25%

The District's share of the monthly costs will be to pay the remainder of the monthly Plan costs. The cost-sharing shown above will be managed by payroll deduction.

6.7.3 There will be a Health Committee comprised of two Union and two Management representatives. The purpose of the Committee will be to monitor the status of the District's Healthcare Plan, including the review of claims experience and meeting with insurance companies or administrators, all in an effort to contain healthcare costs. Recommendations from the Health Committee may be endorsed by the Union and the District and thereafter become part of the Healthcare Plan.

6.7.4 Temporary employees that are eligible for healthcare will pay the same share as part-time employees.

6.8 – Long Term Disability Program (LTD) and Term Life Insurance and Accidental Death and Dismemberment Program.

6.8.1 A Long Term Disability (LTD), and a Term Life Insurance plan in the amount of one time the employee's base yearly wage with an Accident Death and Dismemberment Program are provided and paid for by the District. The employee may use PTO or Sick Leave Bank hours to make up the difference in the Long-Term Disability benefit paid, up to 100% of the employee's regular straight-time base pay. Additional Term Life Insurance will be available to employees at their cost.

6.9 Medical Savings Account/Voluntary Employee Beneficiary Association ("MSA/VEBA") Account

6.9.1 The District will establish a "MSA/VEBA" account with an employer contribution of \$25 per pay period for each employee represented by the Union and eligible for employee benefits.

6.10 Leave of Absence

6.10.1 At the discretion of the District General Manager, employees (upon written request on forms to be furnished), may receive a Leave of Absence for a maximum period of six months. Such employees shall maintain their District seniority during the six months, but will not accrue any additional seniority during such leave. Not until the employee actually recommences work will he or she be considered an active employee entitled to fringe benefits. Employees must notify the District at least two weeks prior to their intent to return to work. When an employee returns to his or her previous position, only the employees advanced to fill the temporary vacancies created by the Leave of Absence shall be affected, and in each case shall return to the position they left. Upon granting of a Request for Leave of Absence, the Labor-Management Committee will meet to consider a recommendation for either appointing or bidding to fill the position(s) vacated by the granting of the Leave of Absence.

6.10.2 Leave(s) Without Pay may be granted for no more than four working days each calendar year. This leave does not change the employee's seniority or benefits. If the four days are exceeded, the time may be converted to a Leave of Absence and the employee may be subject to disciplinary action.

6.11 Family Medical Leave

6.11.1 Family Medical Leave may be utilized by employees in accordance with Federal law and District policy. The Employee Handbook provides details of District policy, and leave request forms are available from the Human Resources office.

6.12 Jury Duty

6.12.1 Employees called for Jury Duty shall receive their regular salary from the District, less Jury compensation (excluding mileage). Any employee who is released by the Court shall report to his or her job for the remainder of the working day. These absences shall not be charged to an employee's PTO bank.

6.13 Retirement Program

6.13.1 As a municipal entity, the District participates in the Public Employees Retirement System (PERS) of the State of Washington. All regulations set by the State for PERS are applicable to District employees.

6.14 Deferred Compensation

6.14.1 The District will contribute 50 cents per dollar that the employee contributes to their 457 deferred compensation plan, up to 3% of gross straight-time wages. This shall take effect with the pay period beginning January 1, 2023. The District match will be deposited into a 401a account administered by ICMA. An employee will have to have obtained 7 years of continuous service with the District to be 100% vested in the matching funds. Matching will occur each pay period. There will be no retroactive matches if an employee misses a pay period with no contribution to their 457. Non-District pays, such as FMLA and L&I payments, are excluded from the District Match as is all overtime and other miscellaneous pays. The match is based solely on an employee's straight-time wages or salary with the District, which is based on a 40-hour work week for full-time employees. Part-Time employees match will be based on straight-time hours worked in each pay period.

6.14.2 The District shall create a 401a deferred compensation account for all collective bargaining unit employees. The District shall contribute 0.58% of gross compensation for each bargaining unit member to a 401a deferred compensation plan. Contributions shall begin with the pay period commencing on January 1, 2022.

ARTICLE VII
GENERAL WORKING CONDITIONS

7.1 Seniority

7.1.1 District seniority is accrued from the time of initial employment with the District less time on Leave of Absence. Position seniority is accrued from the time of award of a position less time on Leave of Absence while in the position. District seniority and position seniority are only accrued while in Union-represented positions.

7.1.2 If an employee is on a leave of absence or unpaid Family and Medical Leave of six months or less, his or her seniority shall remain the same and such employee will not accrue any additional seniority during the leave. Seniority will not be affected when employees are on Leave Without Pay for four days or less per calendar year.

7.1.3 An employee elected to an office or appointed as a shop steward subject to 8.11.1 in Local No. 997 of the IBEW, which requires a part or all of his or her time, shall not lose established seniority with the District as a result of such absences. For intermittent and short-term absences, such employee shall, upon application, be granted a Leave Without Pay and shall not be subject to the four-day restriction of Section 6.10.2. If the time away from work will exceed four consecutive working days, the employee shall, upon application, be granted a Leave of Absence.

7.1.4 When an apprentice has satisfactorily completed the sixth period of the District Apprentice Lineman program, the seniority date as a journeyman shall be counted from the beginning of the fifth period apprenticeship; however, no apprentice shall accumulate more than one year of seniority while in the fifth and sixth periods of apprentice training. Such journeyman seniority will apply, and the apprentice may bid for Lineman positions as they occur.

7.1.5 The positions of Operations Specialist I, Operations Specialist II, Serviceman Representative/Clallam Bay, and Lineman/Clallam Bay will include specific duties, skills, and training associated with the District's water and wastewater systems. Seniority for the Operations Specialist positions will accrue in the Operations Assistant position of Classification "A;" seniority for the Serviceman Representative/Clallam Bay position will accrue in the Serviceman Representative position of Classification "A;" and seniority for the Lineman/Clallam Bay position will accrue in the Lineman position of Classification "A".

7.2 Layoff Procedure

7.2.1 In the case of a slack period in business, it may become necessary to lay off employees. Employees with the greatest seniority shall have the following options:

- a. Displacing a person of lesser position seniority in the position wherein a reduction must occur.
- b. Displacing a person having lesser District seniority in another position in which senior employee has prior experience or is deemed qualified.
- c. Displacing a person having lesser District seniority in an entry level position for which the senior employee is qualified.
- d. Accepting layoff.

In any case of an employee changing position, the rate of pay shall be for the position being worked.

The District shall notify the Union one month in advance of the layoff(s), and a meeting of the Labor-Management Committee shall be scheduled within 10 days of such notice to identify the layoff(s). The employee(s) of least seniority in the position(s) wherein layoff(s) will occur shall be notified at least 10 days in advance. The employee must respond in writing within two working days of such notice of his or her intent to displace another employee or accept layoff.

When rehiring after a layoff, the District will post a Notice of Vacancy and follow regular procedures to fill the vacancy. Any person on such layoff will be eligible to bid as per Section 7.3.2 and will be notified of the vacancy. Preference will be given to former employees by seniority; however, any person refusing a job position will forfeit all seniority.

7.2.2 If an employee is on an involuntary layoff of two years or less, seniority shall be retained, provided the employee keeps the District informed of his or her whereabouts.

7.3 Vacancies/Bids

7.3.1 Any position, excepting vacation or PTO relief and sick leave, to last over 90 consecutive calendar days, shall be opened for bid. For temporary positions, the time of probable duration of the position shall be stated on the Notice of Vacancy. If a temporary position lasts over a six-month period and there is reasonable probability that it will continue, the position will be opened for bid by Notice of Vacancy.

A Notice of Vacancy for a full-time position shall be posted for a period of not less than 15 calendar days, and a copy of the notice shall be furnished to the Union. For part-time and temporary position openings, a Notice of Vacancy will be posted for four working days and a copy of the notice shall be furnished to the Union. The Notice of Vacancy shall specify the position's regular headquarters. Bids must be made before the closing date specified in the Notice of Vacancy. The District will provide the Union with a list of the employees bidding on the position before award is made. An employee shall not be required to submit a bid and shall not sacrifice any future rights to bid on vacancies through failure to do so.

For the convenience of the District, temporary assignments may be made for a period of 30 calendar days until the bids are received and the proper assignments made.

7.3.2 The District shall prepare and post Notices of Vacancy. In all applications for such vacancies, rules of seniority shall be observed providing ability and qualifications are equal for the job requirements in the opinion of the District.

Seniority shall be determined as follows:

- First - Position Seniority - The Bidder who has the most seniority in that same position. If position seniority is equal, then District Seniority shall prevail.
- Second - If the job description requires experience in a certain position, the Bidder with the most seniority in that specified position shall be considered senior. If such seniority is equal, then District Seniority shall prevail.
- Third - District Seniority - The senior employee who has the longest continuous District employment.

7.3.3 Any part-time employees who have worked for the District shall be given preference of employment in the filling of vacancies that occur for full-time employment in the positions for which they are qualified over any person who has not worked for the District before, provided said employees have been employed for a period of not less than six months.

7.3.4 In award of job positions in accordance with Section 7.3.2 of the Agreement, experience gained in part-time employment with the District will not be considered as qualifications for a position vacancy in the following positions:

Meter Reader, Classification BA positions, Operations Assistant

7.3.5 Notice of Vacancy will first be posted internally by the District. After fifteen (15) calendar days, the District may post externally if the District determines there are no qualified bidders. Job descriptions associated with such Vacancy shall be posted by the District on the District's internal website.

7.4 Pay Periods

7.4.1 The District will pay employees at least twice a month and will designate the regular paydays. If paydays fall on a holiday, Friday, Saturday, or Sunday, the principle that the preceding workday becomes payday shall be followed.

7.5 Classes, Seminars, Workshops, Conferences, and Conventions

7.5.1 Employees shall be compensated in the following manner while absent from their homes and attending classes, seminars, workshops, conferences, and conventions that are made available to them by the Management of the District:

- a. Regular hourly rate of pay shall be maintained for each day of travel and each day of attendance during employee's regular work week.

- b. Travel expenses, including transportation, meals, and motel costs as determined by the District, shall be paid either in advance or on a reimbursable basis.
- c. Registration fees for attendance of the above-named functions shall be paid by the District.
- d. Employees shall obtain, and attach to expense voucher, receipts for all expenditures.

Attendance at classes, seminars, workshops, conferences, and conventions shall be on a voluntary basis; and no overtime hours shall be paid for either travel or hours in excess of the normal ten-hour workday while attending the above-named functions. Management reserves the right to change employees schedule to five 8-hour days to accommodate travel and training itineraries.

7.6 Residency Policy

7.6.1 There will be a residency policy and boundaries for each headquarters. The boundaries are as shown on a map maintained by the District and the Union. These boundaries are Section lines, Township lines, Park boundary lines, County lines, centerlines of rivers or creeks, or shorelines.

Residency policy requires that an employee who has a residency requirement for his or her position must reside within the boundaries set forth for the regular headquarters of that employee. Failure to reside within the boundaries will be reason for termination of employment.

7.6.2 Part-time employment positions will not have residency requirements in specific headquarters areas. Also, part-time employees will not be subject to call-out for overtime work.

7.6.3 Delete the Residency Requirement for the following vegetation management crew positions:

- 1. Tree Trimmer Foreman
- 2. Tree Trimmer
- 3. Tree Trimming – Brushing Assistant

ARTICLE VIII

GENERAL WORK RULES

8.1 Work Rules

8.1.1 The four days, Monday through Thursday, shall constitute a work week, provided, however, outside servicemen may be scheduled for tours of five consecutive days, which include Saturdays, and operators may be scheduled for tours of duty on a shift basis of five consecutive days, which may include Fridays, Saturdays and/or Sundays. The District may establish shifts for personnel as required for the work to be done, provided each position under such shift shall be bid. Further provided that the shift position be paid shift differential.

For ALL Classifications, except personnel scheduled for duty on a shift basis, the regular work day will be from 6:30 a.m. to 5:00 p.m. Each employee will receive ½ hour unpaid lunch.

Exceptions to the schedules in this section or Alternate Work Schedules may be established to

meet the conditions of particular cases by mutual consent of the General Manager of the District and the employees involved.

A part-time employee in any Classification will not be scheduled for more than 80 percent of the total full-time work hours in each calendar quarter. If this threshold is exceeded (including overtime hours) for three consecutive quarters, the Labor-Management Committee will review the job status.

8.1.2 Whenever employees are ordered to report to work during regular work day hours and it is mutually agreed between the General Manager of the District and the employees involved that weather conditions are such that they cannot work, they shall receive one hour's pay, provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions.

8.1.3 An employee placed on a temporary assignment to a higher position shall receive the prevailing rate of pay for the higher position during the entire period of the assignment. Employees currently involved in written disciplinary action will not be upgraded to the higher position or be eligible for the prevailing rate of pay for the higher position until performance improves and the disciplinary action is no longer necessary. Subject to Article V. Grievances and Arbitration.

8.1.4 On Sundays and holidays, and after 5:00 p.m. of regular work days for ALL Classifications of regular work days, Union employees shall be required to do emergency work only.

8.1.5 When conditions of work require it, employees may be employed for special shifts at straight-time rates at ten-hour periods for other than specified.

8.1.6 When necessary, if work to be done at any specified job shall require a longer period than 10 days, such work may be organized on a shift basis. In that case, the employees will be paid at the regular straight-time wage rate for any ten-hour shift and working hour shift. No work shall be performed under these conditions which can be reasonably done during "Regular Work Day" hours.

8.1.7 Employees transferred from a day shift to a night shift shall be paid at the overtime rate unless such transfer is for more than 10 consecutive working days on one specific job.

8.1.8 Full-time employees relieved from duty during the first half of the day or shift shall receive no less than one-half day's pay; if relieved after having duty more than one-half day, they shall receive a full day's pay unless relieved at their own request, or on account of weather conditions. Temporary and Part-time employees who report to work and are relieved from duty will receive not less than two (2) hours pay, unless relieved at their own request, or on account of weather conditions.

8.2 Overtime, Call Time, Compensatory Time

8.2.1 Full-time employees shall be allowed overtime at the rate of double time for all time worked when requested other than the regular work day, shift, or Alternate Work Schedules; part-time employees when hours worked exceed ten in a day, Alternate Work Schedules, or 40 in a week. When called to perform work outside of the regular work day or shift, overtime will begin when the employee is called and end when the employee returns home or to the place from where called.

8.2.2(a) When working on overtime through a meal period in the field or at headquarters, the District shall provide or compensate for all meals. The employee will take the meal within three hours from the end of the work assignment or must accept in lieu compensation in the amount of \$25 for any meal missed.

8.2.2(b) When an employee is called to work at least two hours prior to his or her regular shift and is returned home or to the place from where called less than one hour before the start of the regular work day or shift, the District will compensate, in the normal procedure through in lieu of meal on the timesheet, the employee \$25 for having purchased a lunch if he or she continues work for the regular shift.

8.2.2 (c) When employees working overtime in the field or at headquarters are unable to stop work at meal time and they work through the 30-minute meal period, they shall receive an extra one-half hour straight-time pay.

8.2.3 When instructed before quitting time to report to duty before regular starting time in order to perform scheduled or planned work, the employees shall provide their own lunch, the same as is regularly done on other days.

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

8.2.5 A minimum of two hours overtime shall be paid for an emergency call or calls, except, if the call starts less than two hours before the beginning of the regular work shift, double time shall be paid for the time worked until 6:30 a.m. (with a minimum of one-half hour at double time being paid). An employee may respond to more than one call within the two-hour minimum. Upon completion of the work, once the employee has returned home or to the place where called, the call-out cycle will begin again. If an employee receives a call out, which does not result in the employee leaving the location from where they are called, the employee will be compensated for 60 minutes at the overtime rate. If actual hours worked for the call out exceed 60 minutes, the employee will be compensated for all hours worked, in 15-minute

increments, at the overtime rate.

8.2.6 Employees working under such conditions who are called out for duty four hours or more before the beginning of their regular working hours, or from their shift hours, shall be paid at the overtime rate, (except intermission for meals) from the time they are called until relieved from duty.

8.2.7 Employees, who have worked four (4) hours of overtime or more prior to the beginning of their regular work shift, shall be entitled to an eight (8) hour rest period. The rest period shall begin after relieved from duty. If the rest period continues into the regular scheduled work day, the employee shall be compensated at their straight time rate of pay while on their rest period. At the option of the employee and with their supervisor's approval, the employee may elect to use PTO, Vacation or Leave Without Pay to fulfill the remainder of the workday once the rest period has ended; or work the remainder of the workday at their regular straight-time rate of pay. This section shall only apply to work initiated by an afterhours callout, emergency response or declaration of a major event. This section shall not apply to work scheduled or planned more than 24 hours in advance of the work being performed, unless prior permission is granted by the General Manager or their designee.

8.2.8 When the General Manager or the Duty Dispatcher has declared a major event restoration effort is necessary for either the District's electrical system or water systems or both, or when employees travel outside of the District's service area to perform mutual-aid assistance work, the overtime sections of the CBA will apply with the exception of the following paragraph:

When called out or after the regularly scheduled work day ends, those employees working in classifications "A" and "C" who are directly engaged in a declared major event restoration effort, as determined by their Management Supervisor or Duty Dispatcher, or employees dispatched to provide mutual-aid assistance, will begin working at the overtime rate. The employees will remain at the overtime rate for all hours worked, before and after the eight-hour minimum rest period provided in the District Policy, until the Duty Dispatcher or their Management Supervisor releases the employee(s) from the major event restoration effort or until said employee(s) return from mutual-aid assistance to their District headquarters and are released from duty. It is also agreed that District Policy, "Major Event Restoration", will be fully followed when this "exception" is applied.

8.2.9 **Compensatory Time**

- a) Compensatory Time Bank (CTB) will run yearly from May 1 – April 30.
- b) Maximum Accumulation in the CTB is 80 hours per May 1 – April 30, solely comprised of 40 overtime hours.
- c) Any hours in the CTB on April 30 each year will be automatically cashed out at the employee's current rate of pay.

- d) Employees may receive CTB cash disbursements before April 30th only if a hardship exists, as determined by the General Manager on a case by case basis. Disbursements will be at the employee's current rate of pay.
- e) No additional overtime may be added to the CTB after 40 hours have been banked in any given May 1 – April 30 period.
- f) Overtime may be added to the CTB in increments of one (1) overtime hour. The employee may not accumulate parts of different hours to achieve the minimum one (1) hour increment. The overtime will be accrued on the basis of consecutive hours worked.
- g) For every one (1) hour of overtime worked the employee will be allotted 2 hours of straight time in the CTB. It is the employee's sole decision whether or not to add overtime hours to his or her CTB.
- h) The District shall follow the same approval process as PTO when scheduling employee absences. The District reserves the right to ensure adequate coverage for each work group.
- i) Compensatory Time Off may be used in one (1) hour increments only.
- j) Compensatory Time Off may be used to supplement federal and/or state mandated leaves as well as the 40 hour wait period for short term disability or for any other use that is approved for PTO.
- k) Maximum Compensatory Time Off per May 1 – April 30 year cannot exceed 80 straight time hours.
- l) A Compensatory Time Bank will be available to all Bargaining Unit employees who work one (1) or more consecutive hour of overtime.
- m) When an employee terminates employment, the District will cash out the employee's CTB at their current rate of pay at time of termination.
- n) CTB hours are available for use following the pay period in which they were banked. Cannot bank and use hours in same pay period.

8.3 Meal Periods

8.3.1 Meal time shall be as follows:

- a. Employees on 6:30 a.m. – 11:30 a.m./12:00 p.m. – 5:00 p.m. shift: 5:30 a.m. breakfast, 11:30 a.m. lunch, 5:30 p.m. dinner, and 11:30 p.m. lunch.
- b. Any future shift schedules would follow the same principle. Exceptions to the above meal times will be made for employees with Alternate Work Schedules, Customer Service Representatives and Facilities Custodians.

8.3.2 When employees are unable to begin a meal period during regular working hours or shift hours within one-half hour before or after the scheduled meal time, they shall receive an extra one-half hour

straight-time pay.

8.3.3 Meal periods will be 30 minutes for ALL Classifications and positions, unless otherwise agreed in Alternate Work Schedules.

8.3.4 When the District provides a prescheduled meal for employees during a meeting, employees will not be entitled to the one-half hour straight time pay even though the meeting continues during the meal period.

8.4 Travel Time

8.4.1 Employees shall travel from headquarters to headquarters on District time and shall report at the headquarters in which they are regularly employed. Employees who are dispatched to a headquarters other than that to which they are assigned on a regular basis shall be entitled to travel daily (round trip) from their regularly assigned headquarters to the temporarily assigned headquarters on District time or overtime in the following circumstances:

- a. Where the employee's temporary assignment results from, or is directly attributable to, the absence of a regular employee for vacation or sickness.
- b. Where the employee's temporary assignment results from, or is directly attributable to, a vacancy in a previously regular position due to termination, advancement, or transfer of another employee.

8.4.2 As an exception to Section 8.4.1:

- a. When being assigned to report to a regular headquarters other than his/her regular headquarters for the beginning of the next regular shift, a Classification A employee or Meter Reader must be notified prior to the end of his/her previous work shift and will report to the assigned headquarters with no additional compensation when such headquarters is not farther from the employee's residence than his/her regular headquarters. The employee will be responsible for transporting his/her normal hand tools and any associated bag or box up to a total weight of 30 pounds including clothing, climbing equipment, and personal protective equipment. The District will provide transportation for general safety equipment, vehicles, machinery, materials, and tools not assigned to an employee.
- b. When being assigned to report to a regular headquarters other than his/her regular headquarters for the beginning of the next regular shift, a Classification BA employee (except Meter Readers) must be notified a minimum of 10 hours in advance and will report to the assigned headquarters with no additional compensation when such headquarters is

not farther from the employee's residence than his/her regular headquarters.

8.4.3 Employees assigned to headquarters other than their regular headquarters after the start of their regular shift will be provided District transportation or may use their personal vehicle, when approved by the employee's Management supervisor, and will be compensated at the District's standard mileage rate for such use.

8.5 Headquarters

8.5.1 Regular headquarters shall mean any District office or warehouse building(s) within a designated service area.

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

8.5.3 Temporary headquarters is considered to mean any headquarters established by the District for the purpose of engaging in work as covered by this Agreement, where such work will continue for a period of less than 20 consecutive work days. Employees may be assigned to another headquarters to supplement a regular crew. After application of this rule, regular working rules apply.

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

8.5.5 Employees will be assigned to temporary headquarters in accordance with preceding paragraphs to best accommodate work efficiency and continuity but consideration will be given to rotation of employees so assigned on a weekly basis, or to an employee desiring to work at the temporary headquarters for the full period of work. The District may, at its option, accept alternate travel and lodging arrangements at the employee's request if such alternative is deemed cost equivalent.

8.5.6 An exception to Section 8.5.3 occurs for the Brushing Operator and Operations Assistant crew. Temporary headquarters can be assigned for this crew up to a maximum of 40 consecutive work days, with a minimum separation between assignments of 20 consecutive work days, and such that the number of work days assigned to temporary headquarters does not exceed 130 days in a five-year period, such five-year period to begin upon the first temporary headquarters assignment.

8.6 Special Rules

8.6.1 All employees working 75 feet above ground, or higher, shall be paid at the rate of double time while working at such height. This rule shall not apply when the employees are working on the roofs of buildings and other areas where no exceptional hazard exists.

8.6.2 When three or more employees, two of whom are Journeyman or one Journeyman and one Journeyman Apprentice, are working on one specific job, the senior Journeyman will receive the rate of Foreman unless they decline the uprate. This section does not pertain to classification C employees.

8.6.3 Whenever line crews are combined temporarily so that the combined line crews total more than four employees and involve more than one Line Foreman, only the senior Line Foreman shall supervise.

8.6.4 Only those employees who are qualified Linemen can become Serviceman Representatives. Serviceman Representatives shall be selected from the Linemen in the employ of the District.

8.6.5 After receiving satisfactory training, the Water and Wastewater Helper, Water and Wastewater Technician, Senior Water and Wastewater Technician, Senior Water and Wastewater Technician Water Quality Lead, or the Water and Wastewater Foreman position headquartered in Clallam Bay / Sekiu may as needed and when available assist the Serviceman Rep – Clallam Bay / Sekiu to:

- Perform minimal service work for electric accounts,
- Help with after-hour outages, and
- Help with day to day electric activities.

Management will direct the position when needed.

The Water and Wastewater Helper – Clallam Bay / Sekiu position would receive an up-rate to Operation Specialist IIA and the Water and Wastewater Technician – Clallam Bay / Sekiu position would receive an up-rate to Operations Specialist IIB for the period of time he/she is doing the electric work. The Operations Specialist position would not be a primary function. The position would remain in the Water Department.

8.7 Safety

8.7.1 The Washington Industrial Safety and Health Act of the Department of Labor and Industries of the State of Washington, or any amendments thereto, is hereby adopted and incorporated as a part of this Agreement.

8.7.2 Employees will utilize the clothing and tool allowance as provided in Exhibit D for the purchase of tools and wearing apparel that will comply with all of the requirements of their position.

8.7.3 When required for employment, First Aid Certificates are the employees' responsibility. First Aid classes for certificate renewal will be held on District time in accordance with renewal requirements of the Department of Labor and Industries. All Classification "A" and "C" employees will be required to have a valid First Aid Certificate. Employees must obtain the First Aid Certificate within their first six months of employment in any position for which such Certificate is required.

8.8 Apprentices

8.8.1 There shall not be more than one Apprentice Lineman to every crew of three to six Journeymen provided, however, there may be one Apprentice Lineman at each headquarters. There may be one Apprentice in each other position covered by the District's Apprenticeship Standards.

8.8.2 Apprentices shall remain at their sixth period rate until such time as they may be used as Journeymen. An Apprentice having served apprenticeship shall not be removed in favor of a new Apprentice, nor can that Apprentice be laid off to hire a new Journeyman.

8.8.3 Apprentices need not work on energized lines of 600 volts or over until their fifth period of apprenticeship and then only when accompanied by a Journeyman provided, however, the Apprentice shall be permitted to perform work not exceeding the Energized Work in the approved Apprentice Training Requirements and consistent with the INTENT section therein.

8.8.4 Experienced Boom and Winch Operators, Operations Assistants, or Operations Specialists shall be given preference to be Apprentice Lineman.

8.8.5 Experienced Substation and Meter Helpers or Substation and Meter Specialists shall be given preference to be Apprentice Substation and Meter Technicians.

8.8.6 Experienced Substation and Equipment Helpers or Substation and Equipment Specialists shall be given preference to be Apprentice Substation and Equipment Technicians.

8.8.7 Those apprentices that participate in a District Apprenticeship Program approved by Washington state and adopted by the Clallam County PUD No. 1 Apprenticeship Committee that are required to travel outside of Clallam County to receive supplemental instruction will do so in accordance with District Resolution No. 1909-09

8.9 Employee Meetings

8.9.1 The District may, at its option, call employee meetings during the evening hours, the attendance of which shall be considered non-work hours, with the waiver on the part of the employee attending, or any

claim for compensation, provided the District shall furnish the evening meal, and, provided further, that the attendance on the part of the employee shall be entirely voluntary.

8.10 Bulletin Boards

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

8.11 Stewards

8.11.1 The Union shall have the right to appoint a Steward in each District headquarters where workers are employed under the terms of this Agreement. Such Steward shall see that this Agreement and working rules are observed. Under no circumstances shall an employee be discriminated against by the employer because of the faithful performance of duties as Steward, or as a Union member.

8.12 Clothing and Tool Allowance

8.12.1 The District will provide an annual personal tool and clothing allowance to certain positions as outlined in Exhibit D. The allowance will be included with the first pay period of January and is intended as partial compensation for worn out or unsafe tools, rain gear, adequate footwear, additional tools, and special clothing.

ARTICLE IX

SPECIAL WORKING RULES BY GROUPS

9.1 The erection of poles longer than 35 feet shall be done by a line crew (Line Foreman + Lineman + Boom and Winch Operator or Line Foreman + two Linemen).

The following tasks may be assigned to two qualified employees at least one of which will be a Journeyman Lineman:

- Framing of poles in the yard or at the job site
- Installation of hand screw or log anchors
- Setting and removing poles 35 feet or less where there is no chance of contact with primary conductors
- Stubbing of poles 35 feet or less when no primary attached
- Installation of steel reinforcers on poles

9.2 Line clearance tree trimming around high voltage lines will be done by a regular line crew, tree trimming crew or contract crew.

The removal of trees that could contact an energized high voltage line when falling will be done by a minimum two-person crew; one person must be a journeyman lineman or journeyman tree trimmer. The

other crew member(s) must be an operations assistant, tree trimming/brushing assistant or other qualified person.

Ground brushing, including machine brushing under or adjacent to energized or non-energized lines, will be done by qualified personnel, providing trees cannot contact energized lines.

9.3 Any work assignment shall consider all conditions relating to safety and efficiency. The employee in charge of a crew (two or more employees) has the authority to request additional staffing as it relates to safety. In the event that the supervisor and the employee in charge cannot agree on the appropriate crew staffing, the dispute will be resolved by a two-person committee consisting of the District's accident prevention coordinator and a representative designated by the Union.

9.4 When operating line trucks, the rate of pay will not be less than that of Operations Assistant.

9.5 The Equipment Operator rate of pay will apply in the following circumstances:

- a. When operating the digger or the derrick of a digger-derrick truck as part of an overhead line crew.
- b. When operating the digger-derrick in an energized substation.
- c. When operating the 920 rubber-tired loader.
- d. When operating the pole peeler.
- e. When operating the backhoe.
- f. When operating the brushing tractor.

9.6 The Boom and Winch position was developed as a combination of the Equipment Operator and Head Groundman positions, with a rate of pay to reflect the normal proportions of the duties of those two positions; the Brushing Operator rate of pay was established to be equivalent to the Boom and Winch position. Therefore, when operating any of the equipment listed in Section 9.5, the Boom and Winch and Brushing Operator will not receive an upgrade in rate of pay.

9.7 Meter Readers and Operations Specialists shall do connects and/or disconnects for single-phase, self-contained meters which are scheduled during normal working hours, or extension thereof when required to complete scheduled assignments. Meter Readers and Operations Specialists may be required to do connects or disconnects after hours if service area Linemen are not available for call.

9.8 The Meter Reader Class III position was developed with the intention that this position would read meters and would not be subject to customer service work. Therefore, a person in a Meter Reader Class III position is not available for temporary upgrade to Meter Reader Class II.

9.9 Federal regulations require drug and alcohol testing for employees with a commercial driver's license endorsement. Compliance with the federal regulations is accomplished through the District's Commercial Driver's License Drug/Alcohol Testing Policy and Procedures. Changes to the Policy and Procedures (dated November 1995) will be subject to mutual development and agreement. The Union has the right to apply Article V of this Agreement to issues arising from application of sections of the Policy that are not required by federal regulation.

9.10 When required as a part of the full or part-time employee's job description, the District will reimburse the employee for the preferred provider co-pay associated with the Department of Transportation physical examination. The employee will be required to submit an expense voucher for reimbursement.

9.11 The parties agree to establish an Operations Assistant position with a specific purpose, conditions and requirements. The purpose of the position will be to provide on-the-job training experience to employees who elect to enter a career path towards becoming a journey level electrical worker and who have no previous related training and/or experience. This position will provide training and experience that will better prepare them for entry into an Apprenticeship. Both parties agree to the following terms and conditions:

- a) The number of these Operations Assistant / Apprentice-Special Purpose positions that are filled will not exceed the number of apprenticeships that will be offered within 24 months.
- b) To be eligible for this position, an applicant must meet the current minimum qualifications as established in the District's Apprenticeship Standards.
- c) Preference in awarding these positions will be in accordance with sections 8.8.4, 8.8.5 and 8.8.6 of the CBA.
- d) Rate of pay will be the same, if the employee is currently employed in the position of Operations Assistant or other "preference" positions as listed in the CBA.
- e) An employee transferring from a different position from within the District will be allowed 60 calendar days from the award of this position to reassume their previous position without penalty.
- f) Employees continuing after 60 calendar days will be required to accept the first apprenticeship that is offered to them.
- g) District seniority will be used to determine area and order of placement if multiple apprenticeships are to be offered.
- h) Although the headquarters for the position opening will be stated in the Notice of Vacancy, there will be no residency requirement.
- i) An employee entering this position with no prior related training or experience would be required to remain in it for a minimum of 180 calendar days before being offered an apprenticeship.

- j) An employee's performance while in the position will be closely monitored and a written evaluation completed bi-monthly.
 - o The evaluation form will be prepared by the District and distributed to the Foreman or Foremen who have been supervising the employee, no later than one week before the end of each 2-month period.
 - o The evaluation is to be filled out and signed by the Foreman.
 - o The evaluation is then given to the Journeymen who have been working with the employee during the 2-month period. The Journeymen will add their comments and signatures to the form.
 - o The evaluation will then be returned to the Management supervisor for comments and signature. The Management supervisor will use all provided input, and their own observations, as the basis for the evaluation to be shared with the employee before it is placed in the employee's file.
- k) Two unsatisfactory evaluations will result in the employee's removal from the position and may result in termination of employment with the District.
- l) The 'evaluation' process described above is agreed to be unique to this position, and in no way sets or establishes precedence for applicability to other positions covered by the CBA.
- m) It is understood and agreed by both parties that this agreement is limited to the above terms and conditions and in no way affects the applicability of other sections of the Collective Bargaining Agreement.

9.12 In the absence of the Lead Customer Service Representative, the Customer Service Representative on staff who is at the highest Step level will receive lead pay. If two or more Customer Service Representatives are at the same Step level, the Customer Service Representative with the higher position seniority will receive lead pay.

9.13 When a vacancy occurs in the Eastern Service Territory for the Water and Wastewater Foremen the qualified most senior available Senior Water and Wastewater Technician in the Eastern Service Territory will be temporarily assigned the roll of Foreman. When vacancies for Classification C personnel occur in the Western Service Territory there will be no position upgrades. The District will post a Water and Wastewater Foreman position when there is a permanent vacancy in the Eastern Service Territory.

When a vacancy occurs in the Eastern Service Territory for the Senior Water Wastewater Technician/Water Quality Lead the qualified most senior available Senior Water and Wastewater Technician in the Eastern Service Territory will be temporarily assigned the roll of Water Quality Lead. When vacancies for Classification C personnel occur in the Western Service Territory there will be no position upgrades.

When three or more Classification C personnel, are working on one specific job outside of the regular day or shift, one shall be rated as Foreman. In the absence of a regularly staffed Foreman, the qualified and available Classification C personnel with the most seniority will be temporarily assigned the roll of Foreman. In this case, preference for the temporary assignment will be given to Senior Water and Wastewater Technicians who live within the residency boundary where the business need has been identified.

9.14 The District will provide all CDL personnel, if required in their Job Description, with 2 hours of on the clock time to get the necessary medical physical to meet CDL requirements. The 2 hours on the clock is per renewal period.

The District will provide all CDL personnel, if required in their Job Description, with 2 hours of on the clock time to test for the Tanker Endorsement. This is per renewal period or the first time testing for the endorsement.

The District will reimburse employees, with a CDL requirement in their job description, for the cost to renew their CDL as well as the cost to receive the Tanker Endorsement or renew the Tanker Endorsement

Employees must have their Tanker Endorsement to be receive the benefits section 9.14.

ARTICLE X

LETTERS OF UNDERSTANDING

Upon mutual agreement and signature of both parties, this Agreement may be amended by Letter(s) of Understanding. Each Letter of Understanding shall be numbered by year and sequence for reference purposes. By mutual agreement of both parties, Letters of Understanding which are no longer applicable will be deleted from this Agreement. When possible, a Letter of Understanding will be given a specified term of duration.

ARTICLE XI

WAGE RATES

11.1 Wage rates shall be in accordance with the following for all Employees (Except Lineman, Substation, Meter, Tree and Directional Bore positions): Upon ratification, the April 30, 2023 wage rate will be increased by six and a half percent (6.5%) as reflected in the wage rates Exhibits. Effective May 1, 2024, the 2023 wage rate will be increased by four and a half percent (4.5%) as reflected in the wage rates Exhibits. Effective May 1, 2025, the 2024 wage rate will be increased by four percent (4.0%) as reflected in the wage rates Exhibits.

Wage rates for Lineman, Substation, Meter, Tree and Directional Bore positions shall be in accordance with the following: Upon ratification, the January 1, 2023 wage rate will be increased by six and a half percent (6.5%) as reflected in the wage rates Exhibits. Effective May 1, 2024, the 2023 wage rate will be increased by three and a half percent (3.5%) as reflected in the wage rates Exhibits. Effective May 1, 2025, the 2024 wage rate will be increased by three and a quarter percent (3.25) as reflected in the wage rates Exhibits.

11.2 Employees in positions with rate-of-pay step advancements that are identified by periods of time or positions that stipulate periods of time in another position for experience may be advanced earlier than the established time periods.

In order for an employee to advance prior to the established time periods, the following conditions must be met:

- a. The employee must demonstrate efficient performance of all skills required for the position and proficient knowledge of the District's operations.
- b. The employee's supervisor and foreman (when the employee has a foreman) must recommend the advancement.
- c. The employee must pass any tests or other demonstrations of proficiency required by the District.

The District will make the final determination as to advancement.

11.3 For any new positions that might be agreed upon by the parties hereto by Letter(s) of Understanding, the Letter(s) will show wage rates for each year of the Agreement.

11.4 Pool Flaggers will be classified as Temporary Employees and will be compensated in accordance with Section 6.2.

11.5 Serviceman Rep Clallam Bay / Sekiu with water certification must have Water Treatment Plant Operator certification.

11.6 Lineman Clallam Bay / Sekiu with water certification must have Water Treatment Plant Operator certification.

ARTICLE XII

ACKNOWLEDGMENTS

The below positions shall receive retention pay in the amount of 6.50% per hour commencing on January 1, 2023 and ending April 30, 2023. If the contract is not ratified prior to April 30, 2023, the retention pay shall continue through April 30, 2024 or the ratification of the contract, whichever occurs sooner:

1. Lineman - (Foreman, Serviceman and Apprentice shall be based on percentages in contract)
2. Lineman/Forks - (Foreman and Serviceman shall be based on percentages in contract)
3. Substation Technician - (Foreman shall be based on percentages in contract)
4. Relay Technician
5. Meter Technician - (Foreman and Apprentice shall be based on percentages in contract)

The positions receiving retention pay (listed above) shall receive a retention bonus in the form of additional PTO added to their PTO bank if currently employed as of the signing of this LOU and remain continuously employed with the District on the dates listed below:

1. May 1, 2023 – 20 hours added to PTO bank
2. May 1, 2024 – 30 hours added to PTO bank
3. May 1, 2025 – 40 hours added to PTO bank

EACH PARTY, by and through its authorized agent below, hereby acknowledges and agrees that this 2023-2026 Collective Bargaining Agreement correctly and fully incorporates all of the provisions of the 2019-2023 Collective Bargaining Agreement, as amended by all Letters of Understanding incorporated herein, and that the parties shall be and hereby are bound by the terms of this 2023-2026 Collective Bargaining Agreement.

Dated at Sequim, Washington, this 28th day of February, 2023.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL NO. 997

By 
Giles Cobb, President

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

By 
Sean Worthington, General Manager

WAGE RATES
Exhibit A
Classification "A"

Classification "A"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Line Foreman (M/F) (112.5% of Lineman Rate)	71.26	73.76	76.15
Line Foreman/Forks/Clallam Bay/Seki (M/F) (112.5% of Lineman/Forks Rate)	72.96	75.51	77.96
Lineman (M/F)	63.34	65.56	67.69
Lineman/Forks (M/F)	64.85	67.12	69.30
Lineman/Clallam Bay/Seki with water certifications (M/F)	65.40	67.69	69.89
Serviceman Representative (M/F) (108% of Lineman Rate)	68.41	70.80	73.11
Serviceman Representative/Forks/Clallam Bay/Seki (M/F) (108% of Lineman/Forks Rate)	70.04	72.49	74.84
Apprentice Lineman (M/F)			
1st 6 months (75% of Lineman Rate)	47.51	49.17	50.77
2nd 6 months (78% of Lineman Rate)	49.41	51.14	52.80
3rd 6 months (82.5% of Lineman Rate)	52.26	54.09	55.84
4th 6 months (85.5% of Lineman Rate)	54.16	56.05	57.87
5th 6 months (90% of Lineman Rate)	57.01	59.00	60.92
6th 6 months (92.5% of Lineman Rate)	58.59	60.64	62.61
Serviceman Representative/Clallam Bay/Seki with water certifications (M/F)			
1st 6 months (109% of Lineman/Forks Rate)	70.69	73.16	75.54
After 6 months (112.5% of Lineman/Forks Rate)	72.96	75.51	77.96
Service Lineman (M/F) (Same as Lineman Rate)	63.34	65.56	67.69
Boom and Winch Operator	43.24	45.19	47.00
Brushing Operator	43.24	45.19	47.00
Equipment Operator	44.26	46.25	48.10
Directional Bore Operator	46.48	48.11	49.67
Right-Of-Way Maintenance Operator			
1 st 6 months	35.86	37.47	38.97
2nd 6 months	39.44	41.21	42.86
3rd 6 months	43.24	45.19	47.00
After 18 months	44.26	46.25	48.10
Operations Assistant			
1 st 6 months	29.28	30.30	31.28
2nd 6 months	33.28	34.44	35.56
3rd 6 months	37.58	38.90	40.16
After 18 months	41.41	42.86	44.25
Operations Specialist I			
1st 6 months	27.88	29.13	30.30
2nd 6 months	34.60	36.16	37.61
After 1 year	40.20	42.01	43.69
Operations Specialist II, A	41.68	43.56	45.30
Operations Specialist II, B	42.43	44.34	46.11

WAGE RATES
Exhibit A
Classification "A"

Classification "A"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Tree Trimmer Foreman	53.31	55.18	56.97
Tree Trimmer	47.64	49.31	50.91
Apprentice Tree Trimmer			
1 st 6 months (75% of Tree Trimmer Rate)	35.73	36.98	38.18
2nd 6 months (81% of Tree Trimmer Rate)	38.59	39.94	41.24
3rd 6 months (87% of Tree Trimmer Rate)	41.45	42.90	44.29
After 18 months (92.5% of Tree Trimmer Rate)	44.07	45.61	47.09
Tree Trimming Brushing Assistant			
1 st 6 months	29.28	30.30	31.28
2nd 6 months	33.28	34.44	35.56
3rd 6 months	37.58	38.90	40.16
After 18 months	41.41	42.86	44.25
Substation Foreman (112.5% of Technician Rate)	72.12	74.64	77.07
Substation Technician	64.11	66.35	68.51
Electrician (92% of Substation Technician Rate)	58.98	61.04	63.03
Relay Technician	72.11	74.63	77.06
Meter Foreman (112.5% of Technician Rate)	68.45	70.84	73.15
Meter Technician	60.84	62.97	65.02
Apprentice Meter Technician			
1st 6 months (75% of Meter Technician Rate)	45.63	47.23	48.77
2nd 6 months (78% of Meter Technician Rate)	47.46	49.12	50.72
3rd 6 months (82.5% of Meter Technician Rate)	50.19	51.95	53.64
4th 6 months (85.5% of Meter Technician Rate)	52.02	53.84	55.59
5th 6 months (90% of Meter Technician Rate)	54.76	56.67	58.52
6th 6 months (92.5% of Meter Technician Rate)	56.28	58.25	60.14
Meter Helper			
1 st 6 months	28.18	29.45	30.63
2nd 6 months	30.63	32.01	33.29
3rd 6 months	33.70	35.22	36.63
After 18 months	37.57	39.26	40.83
Substation and Meter Foreman	60.52	63.24	65.77
Substation and Meter Technician	53.81	56.23	58.48

WAGE RATES
Exhibit A
Classification "A"

Classification "A"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Apprentice Substation and Meter Technician			
1st 6 months (75% of Substation & Meter Technician Rate)	40.36	42.17	43.86
2nd 6 months (77.5% of Substation & Meter Technician Rate)	41.70	43.58	45.32
3rd 6 month (80% of Substation & Meter Technician Rate)	43.05	44.98	46.78
4th 6 months (82.5% of Substation & Meter Technician Rate)	44.39	46.39	48.25
5th 6 months (85% of Substation & Meter Technician Rate)	45.74	47.80	49.71
6th 6 months (87.5% of Substation & Meter Technician Rate)	47.08	49.20	51.17
7th 6 months (90% of Substation & Meter Technician Rate)	48.43	50.61	52.63
8th 6 months (92.5% of Substation & Meter Technician Rate)	49.77	52.01	54.09
Substation and Equipment Technician	53.81	56.23	58.48
Apprentice Substation and Equipment Technician			
1st 6 months (75% of Substation & Equipment Technician Rate)	40.63	42.17	43.86
2nd 6 months (78% of Substation & Equipment Technician Rate)	41.97	43.86	45.61
3rd 6 month (82.5% of Substation & Equipment Technician Rate)	44.39	46.39	48.25
4th 6 months (85.5% of Substation & Equipment Technician Rate)	46.01	48.08	50.00
5th 6 months (90% of Substation & Equipment Technician Rate)	48.43	50.61	52.63
6th 6 months (92.5% of Substation & Equipment Technician Rate)	49.77	52.01	54.09
Communications/Electronics Technician			
Step 1	48.28	50.45	52.47
Step 2	50.70	52.98	55.10
Step 3	53.09	55.48	57.70
Substation and Equipment Helper			
Step 1	27.88	29.13	30.30
Step 2	34.17	35.71	37.14
Step 3	40.74	42.57	44.27
Electric Equipment and Environmental Specialist			
Step 1	31.00	32.40	33.70
Step 2	38.01	39.72	41.31
Step 3	45.31	47.35	49.24
Substation and Meter Helper			
Step 1	27.88	29.13	30.30
Step 2	34.17	35.71	37.14
Step 3	40.74	42.57	44.27
Substation and Meter Specialist			
Step 1	29.31	30.63	31.86
Step 2	35.92	37.54	39.04
Step 3	42.82	44.75	46.54

WAGE RATES
Exhibit A
Classification "A"

Classification "A"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Meter Reader /AMR Helper			
1st 6 months	28.18	29.45	30.63
2nd 6 months	30.63	32.01	33.29
3rd 6 month	33.70	35.22	36.63
After 18 months	37.57	39.26	40.83
Auto Shop Foreman	50.98	53.27	55.40
Mechanic, Class I	39.80	41.59	43.25
Mechanic, Class II, after 12 months	43.53	45.49	47.31
Mechanic, Class III, after 24 months	46.08	48.15	50.08
West End Mechanic, Class I	39.80	41.59	43.25
West End Mechanic, Class II, after 12 months	43.53	45.49	47.31
West End Mechanic, Class III, after 24 months	46.08	48.15	50.08
Auto Shop Helper	18.77	19.61	20.39
Auto Shop Assistant			
Step 1	22.94	23.97	24.93
Step 2	25.11	26.24	27.29
Step 3	27.32	28.55	29.69
Step 4	29.48	30.81	32.04
Step 5	31.50	32.92	34.24
Automotive Mechanic Trainee			
1st 6 months (50% of Mechanic, Class I Rate)	19.90	20.80	21.63
2nd 6 months (78% of Mechanic, Class I Rate)	31.04	32.44	33.74
3rd 6 months (82.5% of Mechanic, Class I Rate)	32.84	34.31	35.68
4th 6 months (85.5% of Mechanic, Class I Rate)	34.03	35.56	36.98
5th 6 months (90% of Mechanic, Class I Rate)	35.82	37.43	38.93
6th 6 months (92.5% of Mechanic, Class I Rate)	36.82	38.47	40.01
Maintenance Foreman	45.37	47.41	49.31
Facilities Assistant			
1st 6 months	28.48	29.76	30.95
2nd 6 months	32.29	33.74	35.09
3rd 6 months	36.40	38.04	39.56
After 18 months	39.95	41.75	43.42
Flagging/Facilities Helper			
1st 6 months	24.31	25.40	26.42
2nd 6 months	27.01	28.23	29.36
3rd 6 months	30.01	31.36	32.61
After 18 months	33.37	34.87	36.26

WAGE RATES
Exhibit A
Classification "A"

Classification "A"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Facilities Custodian			
1st 6 months	20.34	21.26	22.11
2nd 6 months	22.59	23.61	24.55
3rd 6 months	25.10	26.23	27.28
After 18 months	27.89	29.15	30.32
Warehouse Foreman	45.37	47.41	49.31
Storeskeeper			
1st 6 months	28.42	29.70	30.89
2nd 6 months	32.77	34.24	35.61
3rd 6 months	37.38	39.06	40.62
After 18 months	41.55	43.42	45.16
Inventory Control Specialist			
Step 1	25.68	26.84	27.91
Step 2	28.28	29.55	30.73
Step 3	32.51	33.97	35.33
Step 4	35.74	37.35	38.84
Step 5	39.32	41.09	42.73
Materials Specialist			
Step 1	24.25	25.34	26.35
Step 2	26.69	27.89	29.01
Step 3	30.67	32.05	33.33
Step 4	33.73	35.25	36.66
Step 5	37.14	38.81	40.36
Materials Assistant			
Step 1	22.94	23.97	24.93
Step 2	25.10	26.23	27.28
Step 3	27.32	28.55	29.69
Step 4	29.48	30.81	32.04
Step 5	31.50	32.92	34.24
Pool Flagger	27.41	28.64	29.79
Student Brush Cutter*	18.77	19.61	20.39

*Full-Time College Student. Student Brush Cutter will be used only for brush cutting purposes.

WAGE RATES
Exhibit B
Classification "BA"

Classification "BA"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Lead Customer Service Representative			
Step 1	24.59	25.70	26.73
Step 2	26.80	28.01	29.13
Step 3	29.22	30.53	31.75
Step 4	31.52	32.94	34.26
Step 5	33.70	35.22	36.63
Credit/Collection Specialist			
Step 1	25.96	27.13	28.22
Step 2	27.58	28.82	29.97
Step 3	29.22	30.53	31.75
Step 4	30.81	32.20	33.49
Step 5	32.47	33.93	35.29
Customer Service Support Specialist			
Step 1	25.96	27.13	28.22
Step 2	27.58	28.82	29.97
Step 3	29.22	30.53	31.75
Step 4	30.81	32.20	33.49
Step 5	32.47	33.93	35.29
Customer Service Representative, and Support Clerk			
Step 1	22.61	23.63	24.58
Step 2	24.59	25.70	26.73
Step 3	26.80	28.01	29.13
Step 4	28.94	30.24	31.45
Step 5	30.91	32.30	33.59
Customer Service Receptionist			
Step 1	21.94	22.93	23.85
Step 2	26.00	27.17	28.26
Meter Reader Class I	40.61	42.44	44.14
Meter Reader Class II			
1st 6 months	28.18	29.45	30.63
2nd 6 months	30.63	32.01	33.29
3rd 6 month	33.70	35.22	36.63
After 18 months	37.57	39.26	40.83
Meter Reader Class III			
1st 6 months	27.51	28.75	29.90
After 6 months	30.63	32.01	33.29

WAGE RATES
Exhibit B
Classification "BA"

Classification "BA"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Customer Information & Meter Support Specialist			
Step 1	29.11	30.42	31.64
Step 2	31.15	32.55	33.85
Step 3	33.43	34.93	36.33
Step 4	34.60	36.16	37.61
Step 5	35.81	37.42	38.92
Computer Operations Specialist			
Step 1	23.05	24.09	25.05
Step 2	25.10	26.23	27.28
Step 3	27.33	28.56	29.70
Step 4	29.50	30.83	32.06
Step 5	31.52	32.94	34.26
Engineering Technician I			
1st 6 months	33.04	34.53	35.91
2nd 6 months	34.02	35.55	36.97
3rd 6 month	35.01	36.59	38.05
4th 6 months	35.98	37.60	39.10
5th 6 months	36.98	38.64	40.19
Engineering Technician II			
1st 6 months	37.95	39.66	41.25
2nd 6 months	38.56	40.30	41.91
3rd 6 month	39.18	40.94	42.58
4th 6 months	39.80	41.59	43.25
5th 6 months	40.41	42.23	43.92
GIS Specialist			
1st 6 months	41.24	43.10	44.82
2nd 6 months	42.05	43.94	45.70
3rd 6 month	42.88	44.81	46.60
4th 6 months	43.69	45.66	47.49
5th 6 months	44.50	46.50	48.36
Power Systems Project Coordinator			
1st 6 months	41.24	43.10	44.82
2nd 6 months	42.05	43.94	45.70
3rd 6 month	42.88	44.81	46.60
4th 6 months	43.69	45.66	47.49
5th 6 months	44.50	46.50	48.36

WAGE RATES
Exhibit B
Classification "BA"

Classification "BA"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Sr Power Systems Project Coordinator			
1st 6 months	45.41	47.45	49.35
2nd 6 months	46.31	48.39	50.33
3rd 6 month	47.21	49.33	51.30
4th 6 months	48.12	50.29	52.30
5th 6 months	49.01	51.22	53.27

WAGE RATES
Exhibit C
Classification "C"

Classification "C"	5/1/2023	5/1/2024	5/1/2025
	through	through	through
Position	4/30/2024	4/30/2025	4/30/2026
Water and Wastewater Foreman	49.98	52.23	54.32
Water and Wastewater Foreman – Clallam Bay/Seki	49.98	52.23	54.32
Senior Water and Wastewater Technician Water Quality Lead	48.00	50.16	52.17
Senior Water and Wastewater Technician	46.09	48.16	50.09
Water and Wastewater Technician	41.64	43.51	45.25
Water and Wastewater Helper			
Step 1	27.89	29.15	30.32
Step 2	31.16	32.56	33.86
Step 3	34.47	36.02	37.46
Step 4	37.76	39.46	41.04

CLOTHING AND TOOL ALLOWANCE ADMINISTRATION

Exhibit D

LEVEL ONE - \$500 per year. *Positions affected:*

Clallam Bay Lineman (M/F)

Clallam Bay Serviceman Representative (M/F)

Forks Line Foreman (M/F)

Forks Lineman (M/F)

Forks Lineman Apprentice (M/F)

Forks Serviceman Representative (M/F)

LEVEL TWO - \$400 per year. *Positions affected:*

Apprentice Substation and Equipment Technician

Apprentice Substation and Meter Technician

Auto Shop Foreman

Clallam Bay Operations Specialist

Forks Boom and Winch Operator

Maintenance Foreman

Mechanic

Operations Assistant

Sequim/Port Angeles Apprentice Lineman (M/F)

Sequim/Port Angeles Boom and Winch Operator

Sequim/Port Angeles Line Foreman (M/F)

Meter Technician

Substation Technician

Tree Trimmer

Brushing Operator

Apprentice Meter Technician

Facilities Assistant

Directional Bore Operator

Right-Of-Way Maintenance Operator

Water and Wastewater Foreman

Water and Wastewater Foreman-Clallam Bay/Seki

Senior WWW Technician Water Quality Lead

Sequim/Port Angeles Lineman (M/F)

Sequim/Port Angeles Service Lineman (M/F)

Sequim/Port Angeles Serviceman Representative (M/F)

Substation and Equipment Helper

Substation and Equipment Specialist

Substation and Equipment Technician

Substation and Meter Helper

Substation and Meter Specialist

Substation and Meter Foreman

Substation and Meter Technician

Meter Foreman

Substation Foreman

Tree Trimmer Foreman

Tree Trimmer/Brushing Assistant

Apprentice Tree Trimmer

Relay Technician

Flagging/Facilities Helper

Electric Equipment and Environmental Specialist

Senior Water and Wastewater Technician

Water and Wastewater Technician

West End Mechanic

Electrician

LEVEL THREE - \$200 per year. *Positions affected:*

Auto Shop Helper

Brushing Operator

Communications/Electronics Technician

Forks/Clallam Bay Meter Reader

Meter Reader/AMR Helper

Sequim/Port Angeles Meter Reader

Inventory Control Specialist

Sequim/Port Angeles Operations Specialist

Storeskeeper

Warehouse Foreman

Water and Wastewater Helper

Automotive Mechanic Trainee

Meter Helper

The Clothing and Tool Allowance will be as follows for part-time employees filling any of the listed positions:

LEVEL ONE

\$450

LEVEL TWO

\$350

LEVEL THREE

\$150

**CALCULATION OF VALUE OF BENEFITS PROVIDED BY
PUD NO. 1 OF CLALLAM COUNTY
FOR TEMPORARY EMPLOYEES NOT PARTICIPATING IN THE DISTRICTS
HEALTH CARE PLAN**

Exhibit E

Medical Plan: Use the District's average cost for the medical plan for the last three plan years divided by the average wages paid for the last three years:	16.22%
PTO: Use 160 hours of PTO divided by 2080 work hours in a year:	7.69%
Holidays: Use 110 hours of holidays divided by 2080 work hours in a year:	5.29%
PERS: Use the employer's contribution percentage as determined by the State:	10.25%
VEBA: Use the employer's annual contribution of benefits divided by the annual total wages	.51%
Short Term Disability (STD), Long Term Disability (LTD), Life Insurance and Accidental Death and Dismemberment (AD & D): Use 100% of premiums divided by annual total wages:	.39%
TOTAL	40.35%*

For PERS eligible positions, the total value of benefits will be determined by deducting the value of the PERS benefit shown in this chart, for a total value of 30.10%.

*This percentage will be in effect from May 1, 2022 until April 30, 2023; see Section 6.2.1.

**CALCULATION OF VALUE OF BENEFITS PROVIDED BY
PUD NO. 1 OF CLALLAM COUNTY
FOR TEMPORARY EMPLOYEES PARTICIPATING IN THE DISTRICTS HEALTH
CARE PLAN**

Exhibit F

PTO: Use 160 hours of PTO divided by 2080 work hours in a year:	7.69%
Holidays: Use 110 hours of holidays divided by 2080 work hours in a year:	5.29%
PERS: Use the employer's contribution percentage as determined by the State:	10.25%
VEBA: Use the employer's annual contribution of benefits divided by the annual total wages	.51%
Short Term Disability (STD), Long Term Disability (LTD), Life Insurance and Accidental Death and Dismemberment (AD & D): Use 100% of premiums divided by annual total wages:	.39%
TOTAL	24.13%*

For PERS eligible positions, the total value of benefits will be determined by deducting the value of the PERS benefit shown in this chart, for a total value of 13.88%.

*This percentage will be in effect from May 1, 2022 until April 30, 2023; see Section 6.2.1.

SENIORITY LIST*

Page replaced and provided by the Union 12-30-2020

*Dates represent hire dates only, not employment status nor classification time.

Cindi Foley	11/21/84
Brad Partridge	04/17/85
Cheryl Thomas	12/02/85
Laura Behr	04/14/86
Lorrie Morgan	06/01/89
Joe Greenstreet	04/02/90
Terry Manning	06/10/91
Darnel Edwards	08/16/91
Giles Cobb	07/06/92
Oren McCann	03/04/93
Derek Thompson	09/16/93
Scott Napiontek	10/04/93
Renee Kennedy	03/28/94
Connie Ruble	06/28/95
Tara Gray	07/18/95
Clint Soelter	07/01/96
Amy Hall	10/21/96
Seth Cook	01/11/99
Michael Tyree	12/06/99
Rolf Mitchell	04/06/00
Al Henderson	04/09/01
Tina Sexton	06/04/01
Brandon Queen	06/25/01
Rebecca Lausche	10/25/01
Richard Christianson	06/04/02
Casey Miller	12/15/03
Brent Maggard	12/22/04
George Crabb	06/14/05
Bryon Hunt	06/27/05
David Rogers	08/01/05
Tim Arndt	08/25/06
David Crippen	02/27/07
Andy Skerbeck	03/19/07
Brent Henning	03/30/07
Mike Gould	06/25/07
Ty Leppell	10/22/07
Evan Kiser	01/07/08
Chris Parker	01/14/08
Mark Hess	06/16/08
Ray Vaara	09/16/08
Vern Dryke	10/03/08
Inga Eaton	10/03/08
Kevin Milles	04/20/09
Joe Helvey	06/15/09
Kevin Seabolt	08/17/09
Jessica Olson	10/26/09
Brendan Hanan	02/16/10
Ethan Thomas	02/16/10
Aaron Petroff	05/10/10

Jasun Anderson	05/18/10
Stacie Hoveskeland	09/24/10
Ryan Gray	05/07/12
Ken Almond	06/01/12
Lance Hebert	09/24/12
Sarah Straker	11/26/12
Elyssia Roche	02/01/13
Karen Whitteker	03/22/13
Nathan Cristion	06/03/13
Cole Charpilloz	11/04/13
Colleen Weed	12/18/13
Toby Abrams	01/15/14
Katelyn Klahn	07/24/14
Christopher Earl	10/06/14
Kaylie Hunter	12/04/14
Andrew Watson	01/02/15
Chad Bechtold	08/03/15
Coeann Church	12/16/15
Kyle Hess	01/04/16
Theron Westfall	01/11/16
Robert Taxes	05/16/16
Lyle Kmett	07/06/16
Todd Romero	07/18/16
Shanee Wimberly	07/19/16
Tyler Gale	04/17/17
Jim Lidback	04/17/17
Suzanne Voss	06/06/17
Cody Holmes	08/01/17
Jacob Gallacci	08/18/17
Ben Simmons	09/11/17
Alan Plasch	09/12/17
Andrea Elder	10/02/17
Mary Bellis	10/16/17
John Fletcher	01/29/18
Barbara Sires	09/04/18
Robert Stringham	09/27/18
John Ward	03/01/19
Caleb Anderson	05/16/19
Chelsey Jung	08/01/19
Joseph Barcellos	10/01/19
Joseph Martin	02/03/20
April Zink	03/09/20
Gregory Thompson	03/23/20
David Seaton	06/15/20
Juan Martinez	06/24/20
Steve Clum	07/01/20
Jacob McBride	08/17/20
Ivan Welches	11/02/20

LETTER OF UNDERSTANDING

By and Between

PUD NO. 1 OF CLALLAM COUNTY AND IBEW LOCAL 997

IBEW Local 997 and PUD No. 1 of Clallam County (District), parties to a Collective Bargaining Agreement (CBA), agree to make a separate Article VI Employment Benefits section for PERS I Union employees. As PERS I Union employees have different benefits than PERS II and III Union employees and the number of PERS I Union employees is decreasing, the purpose of this is to address the benefits of PERS I Union employees separately.

This Letter of Understanding and the attached Article VI Employment Benefits section for PERS I Union employees will terminate once there are no longer PERS I Union employees at the District.

	<u>11/06/2006</u>		<u>11/6/06</u>
IBEW Local 997	Date	PUD No. 1 of Clallam County	Date

PERS I Benefits
ARTICLE VI
EMPLOYMENT BENEFITS

6.1 As a part of employee benefits, the District will maintain: Social Security, Unemployment Compensation, Medical Aid, and Industrial Insurance Programs on behalf of all employees.

6.2 PERS I Temporary Employee Wages and Benefits

6.2.1 PERS I temporary employees will be paid at the positions' regular wage rate, plus the value of benefits provided by the District to regular, full-time employees. The value of benefits will be calculated as a percentage of the average hourly wage. The calculation will be subject to change on May 1 of each year as rates for the items included in the calculation are adjusted. The schedule of benefits and methodology for calculations are shown in Exhibit E.

6.3 Vacations

6.3.1 Full-time PERS I employees shall accrue vacation at the rates shown in the following table, except that no vacation will accrue while a PERS I employee is on Leave of Absence. PERS I employees will be eligible to use accrued vacation after 30 days of employment.

Year	Vacation Hours	Year	Vacation Hours
1-5	80	16	168
6-10	120	17	176
11	128	18	184
12	136	19	192
13	144	20	200
14	152	over 20	200
15	160		

PERS I employees working 50 percent or more of the full-time hours per pay period will accrue vacation based on a sliding scale calculated by the number of hours worked per pay period as a percentage of full-time hours. The percentage will be applied to the schedule shown above.

Accrual of vacation shall be calculated for each pay period and added to the PERS I employee's accumulated vacation. Vacation used during each pay period shall be deducted from the PERS I employee's accumulated vacation. The balance of accumulated vacation as of the end of each pay period will be shown on the statement attached to each PERS I employee's payroll warrant.

6.3.2 A full-time PERS I employee will be required to take a minimum of 40 Hours vacation each year during years two through five of employment and a minimum of 80 Hours vacation each year thereafter. Part-time PERS I employees whose vacation accrual exceeds 80 hours as of January 1 of any year will be required to take a minimum of 40 Hours vacation that calendar year. Failure to follow this schedule will result in forfeiture of the vacation Hours required to be taken, except that the accumulated vacation will not be forfeited when a PERS I employee is unable to take the required vacation each year because of being on sick leave or on injury subsidization.

In addition, any vacation accumulated in excess of 240 hours (24 days) shall be used by the end of the pay period during which the PERS I employee's anniversary date occurs, or it shall be forfeited.

6.3.3 Vacations may be taken at any time during the year, based upon individual request, due consideration being given to the desirability of scheduling it in such a manner as will cause a minimum of interference with the proper and economic rendition of service. Vacation time shall be scheduled for no less than 15-minute increments, with proper notification and approval.

6.3.4 When a PERS I employee terminates employment, the District will pay the employee the current value of accumulated vacation. Payment will be as follows:

- 1) cash for up to 240 hours, and
- 2) a deposit to the employee's Voluntary Employee Benefits Association (VEBA) account for hours in excess of 240.

Such compensation will be subject to applicable federal tax and PERS regulations.

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

6.3.6 A PERS I employee may convert to vacation a certain portion of accrued sick leave - see Section 6.4.8.

6.3.7 A PERS I employee may cash out up to 40 Hours of vacation per year (at any time), so long as the PERS I employee maintains a minimum of 100 hours of vacation. The Hours of annual cash out will not be included in the minimum usage requirement described in Section 6.3.2.

A PERS I employee, in the case of extreme financial hardship or emergency need, may make written application to cash out all or part of his/her vacation accrual. Such application will be directed to the General Manager and must include explanation of the hardship or need. The General Manager retains full right to determine the validity of a request made under this section and the right to approve or deny such request. A written response will be provided to the PERS I employee.

6.4 Sick Leave Benefits

6.4.1 Full-time PERS I employees shall be allowed sick leave at the rate of one day for each month of service. Unused sick leave may be accumulated until it totals 1,000 hours. Credit will be allowed only for time off taken on sick leave within the regularly scheduled work week; any such leave used for PERS I employee doctor or dentist appointments shall be scheduled for no less than 15-minute increments, with proper notification and approval.

PERS I Employees working 50 percent or more of the full-time hours per pay period shall be allowed sick leave based on a sliding scale calculated by the number of hours worked per pay period as a percentage of full-time hours. The percentage will be applied to the rate of accrual for full-time PERS I employees. Unused sick leave may be accumulated until it totals 720 hours.

6.4.2 Any PERS I employee found to have abused sickness benefit privileges by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sickness benefits, including accumulated sick leave, and shall further restore to the District amounts paid to such PERS I employee for a period of such absence, or may be discharged by the District for such falsification or misrepresentation.

6.4.3 Possessing, dispensing, using, or being under the influence of controlled substances on the job, except in accordance with medical authorization, is prohibited and may subject any violator to disciplinary action.

6.4.4 In order to receive sick leave benefits, the PERS I employee shall submit an Application for Leave to the District as described in Section 6.4.5. In addition a PERS I employee may be required to provide medical evidence to the District confirming the need for use of sick leave benefits. The expense of this medical evidence shall not be borne by the District. The District, at its option, may require an examination of the PERS I employee by a doctor to be designated and paid for by the District. Medical evidence will be accepted from any medical practitioner accepted by the State Department of Labor and Industries.

6.4.5 Notification of absence due to illness should be given to the PERS I employee's immediate supervisor as soon as possible on the first day of absence. Application for sick leave benefits shall be filed within two days after return of the employee to duty. If an Application for Leave is not provided within two days of the PERS I employee's return, the time away from work will become Leave Without Pay (described in Section 6.10.2). In cases where a PERS I employee's failure to submit Applications for Leave in a timely manner results in time charged to Leave Without Pay in excess of four days per calendar year, the time may be converted to a Leave of Absence and the PERS I employee may be subject to disciplinary action.

6.4.6 In the event of a death in the immediate family of the PERS I employee, the PERS I employee may use up to five days of any accrued sick leave available to the PERS I employee. Members of a PERS I employee's immediate family shall be limited to the PERS I employee's spouse, parent, sibling, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or relative living in the same house.

6.4.7 Accrued sick leave may be used in accordance with the Federal Family and Medical Leave Act and District policy. The Employee Handbook provides details of District policy.

6.4.8 A PERS I employee who has accumulated sick leave will have an option to convert a portion to vacation and/or receive cash-out value. The parties agree that the cash-out is based on a "first-in, first-out" principle, and the intent is to have no liability for excess compensation resulting from the pension calculation under the Public Employees Retirement System.

A PERS I employee's annual options will be based on whether the PERS I employee has chosen to participate in Option A or Option B. All new PERS I employees will be subject to Option A.

Option A:

Under Option A, a PERS I employee who has accumulated sick leave will have an annual option to convert a portion to VEBA as follows:

Accumulated Sick Leave as of Anniversary Date	VEBA Deposit
0- 479.99 hours	1 day conversion
480 - 719.99 hours	Up to 2 days conversion
720 - 959.99 hours	Up to 6 days conversion
960 - 1000 hours	Up to 8 days conversion

The PERS I employee must specify the number of days of conversion prior to his or her anniversary date. The accumulated sick leave will be reduced by the amount of conversion. If an option is not specified, sick leave accrual remains unchanged. Conversion will be computed at the PERS I employee's current rate of pay. Sick leave earned by PERS 1 employees during the final two years prior to retirement will not be converted to cash.

Option B:

Under Option B, a PERS I employee who has accumulated sick leave will have an annual option to convert a portion to VEBA, along with an option to deposit a portion at retirement or separation as follows:

Annual Conversion:

Accumulated Sick Leave as of Anniversary Date	VEBA Deposit
0- 479.99 hours	1 day conversion to VEBA
480 - 719.99 hours	Up to 2 days conversion to VEBA
720 - 959.99 hours	Up to 3 days conversion to VEBA
960 - 1000 hours	Up to 4 days conversion to VEBA

The PERS I employee must specify the annual option chosen prior to his or her anniversary date. The accumulated sick leave will be reduced by the amount of conversion. If an option is not specified, sick leave accrual remains unchanged. Conversion will be computed at the PERS I employee's current rate of pay.

Cash-Out at Retirement or Separation:

Accumulated Sick Leave	VEBA Deposit
480-719.99 hours	25%
720-959.99 hours	30%
960-1000 hours	35%

The above percentages will be converted to hours and applied to the first-in accumulated sick leave. The VEBA deposit will be computed at the PERS I employee's current rate of pay. Sick leave earned by PERS 1 employees during the final two years prior to retirement will not be included in the payment at retirement or separation. In the event of the death of a PERS I employee, the beneficiary specified for PERS benefits will receive a sick leave cash-out according to the table above. VEBA deposit at termination for cause is not available.

6.5 Holidays

6.5.1 The following holidays shall be recognized:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	
Memorial Day	Christmas Day
Fourth of July	2 Floating Holidays
Labor Day	

6.5.2 In addition to any other compensation earned, a full-time employee, who is on the payroll of the District on any one of the holidays specified in Section 6.5.1, will be granted eight hours pay at the straight-time rate of the PERS I employee's regular position, subject to compliance that the PERS I employee work the regularly scheduled workday before and the regularly scheduled workday after such holiday unless failure to work the scheduled workday before and after the holiday was due to any of the following events:

- a. When the PERS I employee is on a regularly authorized vacation or approved Leave Without Pay.
- b. When the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board.
- c. When the operation in which the employee is engaged is curtailed or discontinued by the decision of Management and which curtailment or discontinuance changes or eliminates the employee's scheduled workday before or the scheduled workday after such holiday.
- d. When a trade in shifts agreed upon between employees and approved in advance by Management results in a temporary change of the scheduled workday before or the scheduled workday after a holiday, provided the employee works the shift agreed upon.
- e. When bona fide sickness or other bona fide compelling reasons beyond the control of the employee prevent the employee from working all or part of the scheduled workday before or the scheduled workday after a holiday, provided the employee affected brings the case to his or her supervisor's attention within a reasonable time and the supervisor approves such reasons as bona fide and beyond the control of the employee.

PERS I employees working 50 percent or more of the full-time hours per pay period who are on the payroll of the District on any one of the holidays specified above, excluding the Floating Holiday, will be granted holiday pay at the straight-time rate of the employee's regular position, based on a sliding scale calculated by the number of hours worked during the holiday pay period as a percentage of the full-time hours for that pay period. The percentage will be applied to the eight hours of holiday pay received by full-time employees. Holiday pay is available to part-time PERS I employees who work their regularly scheduled hours before and after such holiday. Hours worked do not include vacation or sick leave.

Commencing with hours worked between May 1, 2006 and April 30, 2007 part-time employees working 1,560 hours or more between May 1 and April 30 will be eligible for one 6-hour floating holiday the following contract year. Part-time employees working between 1,040-1,559 hours between May 1 and April 30 will be eligible for one 4-hour floating holiday the following contract year.

It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in Paragraph 1 of this section if the employee is directed to work at his or her regular position (or relief position if he or she is then working on a relief position) on such holiday and fails or refuses to work, except in the case where a bona fide sickness or other bona fide reasons approved by the Management prevent the employee working on such holiday.

6.5.3 When one of these days falls on Friday or Saturday, the Thursday preceding will be observed as the holiday; when one of these days falls on Sunday, the following Monday will be the holiday.

6.5.4 All work performed on the holidays mentioned in Section 6.5.1 shall be paid at the rate of double time in addition to the holiday pay.

6.5.5 Each full-time employee may select the day on which he or she desires to take a Floating Holiday provided: a) the employee has been continuously employed by the District for more than four months; b) the employee has given not less than 14 calendar days written notice to his or her supervisor, provided, however, the employee and the supervisor may agree upon an earlier date; and c) the number of employees selecting a particular day off does not interfere with continuity of service to District customers. The floating or personal holidays must be taken during the year May 1 to April 30 or entitlement to the day will lapse except when an employee has requested a personal holiday and the request has been denied.

6.6 Injury Subsidization

6.6.1 A full-time PERS I employee with the District who is injured while performing job duties and is unable to return to work shall be compensated by the District, when the PERS I employee has qualified for compensation under the Workers' Compensation Act, in an amount equal to 80 percent of the PERS I employee's regular wage. In the event tax laws are enacted which affect regular wage equivalency, then adjustments to the percentage will be made to maintain such regular wage equivalency. Lost time for the same injury on the job shall be allowed for a maximum of 120 work days as injury subsidization. Lost time thereafter shall be charged, if available, to accrued sick leave, vacation, or floating holiday.

The District may request of the Department of Labor and Industries that the injured employee be examined by a doctor designated by and paid for by the District. Medical evidence will be accepted from any medical practitioner accepted by the State of Washington, Department of Labor and Industries. Before resuming work, the employee must furnish the District with a copy of the doctor's statement authorizing the employee to return to work.

Upon receipt of time-loss checks from the State, the employee shall surrender the properly endorsed checks and paperwork to the District.

6.7 Healthcare Plan

6.7.1 The District will implement its July 9, 2003 Healthcare Plan for employees as soon as administratively possible. The July 9, 2003 Plan is detailed in a PUD #1 of Clallam County Healthcare Plan booklet available to each employee.

6.7.2 The employee's share of the monthly cost of the Healthcare Plan is as follows:

	Medical	Dental
Full-time employee	10%	0%
Full-time employee & spouse	10%	0%
Full-time employee & dependents	10%	0%
Full-time employee & family	10%	0%
Part-time employee	25%	25%
Part-time employee & spouse	25%	25%
Part-time employee & dependents	25%	25%
Part-time employee & family	25%	25%

The District's share of the monthly costs will be to pay the remainder of the monthly Plan costs. The cost-sharing shown above will be managed by payroll deduction.

6.7.3 There will be a Health Committee comprised of two Union and two Management representatives. The purpose of the Committee will be to monitor the status of the District's Healthcare Plan, including the review of claims experience and meeting with insurance companies or administrators, all in an effort to contain healthcare costs. Recommendations from the Health Committee may be endorsed by the Union and the District and thereafter become part of the Healthcare Plan.

6.8 Short Term Disability Insurance Program (STD), Long Term Disability Program (LTD), and Term Life Insurance and Accidental Death and Dismemberment Program.

6.8.1 A Long Term Disability (LTD), a 12- week Short Term Disability (STD), and a Term Life Insurance plan in the amount of one times the employee's base yearly wage with an Accidental Death and Dismemberment Program are provided and paid for by the District. The employee may use vacation or sick leave hours to make up the difference in the STD benefit paid and 100% of the employee's regular straight-time base pay. Additional Term Life Insurance will be available to employees at their cost.

6.9 Medical Savings Account/Voluntary Employee Beneficiary Association ("MSA/VEBA") Account

6.9.1 The District will establish a "MSA/VEBA" account with an employer contribution of \$25 per pay period for each employee represented by the Union and eligible for employee benefits.

6.10 Leave of Absence

6.10.1 At the discretion of the District General Manager, employees (upon written request on forms to be furnished), may receive a Leave of Absence for a maximum period of six months. Such employees shall maintain their District seniority during the six months, but will not accrue any additional seniority during such leave. Not until the employee actually recommences work will he or she be considered an active employee entitled to fringe benefits. Employees must notify the District at least two weeks prior to their intent to return to work. When an employee returns to his or her previous position, only the employees advanced to fill the temporary vacancies created by the Leave of Absence shall be affected, and in each case shall return to the position they left. Upon granting of a Request for Leave of Absence, the Labor-Management Committee will meet to consider a recommendation for either appointing or bidding to fill the position(s) vacated by the granting of the Leave of Absence.

6.10.2 Leave(s) Without Pay may be granted for no more than five working days each calendar year. This leave does not change the employee's seniority or benefits. If the five days are exceeded, the time may be converted to a Leave of Absence and the employee may be subject to disciplinary action.

6.11 Family Medical Leave

6.11.1 Family Medical Leave may be utilized by employees in accordance with Federal law and District policy. The Employee Handbook provides details of District policy, and leave request forms are available from the Human Resources office.

6.12 Jury Duty

6.12.1 Employees called for Jury Duty shall receive their regular salary from the District, less Jury compensation (excluding mileage). Any employee who is released by the Court shall report to his or her job for the remainder of the working day. These absences shall not be charged to a PERS I employee's vacation accrual.

6.13 Retirement Program

6.13.1 As a municipal entity, the District participates in the Public Employees Retirement System (PERS) of the State of Washington. All regulations set by the State for PERS are applicable to District employees.

LETTER OF UNDERSTANDING

By and Between

PUD NO. 1 OF CLALLAM COUNTY AND IBEW LOCAL 997

The Collective Bargaining Agreement between the Public Utility District No. 1 of Clallam County and Local Union No. 997 of International Brotherhood of Electrical Workers has an established residency policy and boundaries for each headquarters. The boundaries are as shown on a map maintained by the District and the Union. These boundaries are Section lines, Township lines, Park boundary lines, County lines, centerlines of rivers or creeks, or shorelines. The Residency policy requires that an employee who has a residency requirement for his or her position must reside within the boundaries set forth for the regular headquarters of that employee. Failure to reside within the boundaries will be reason for termination of employment.

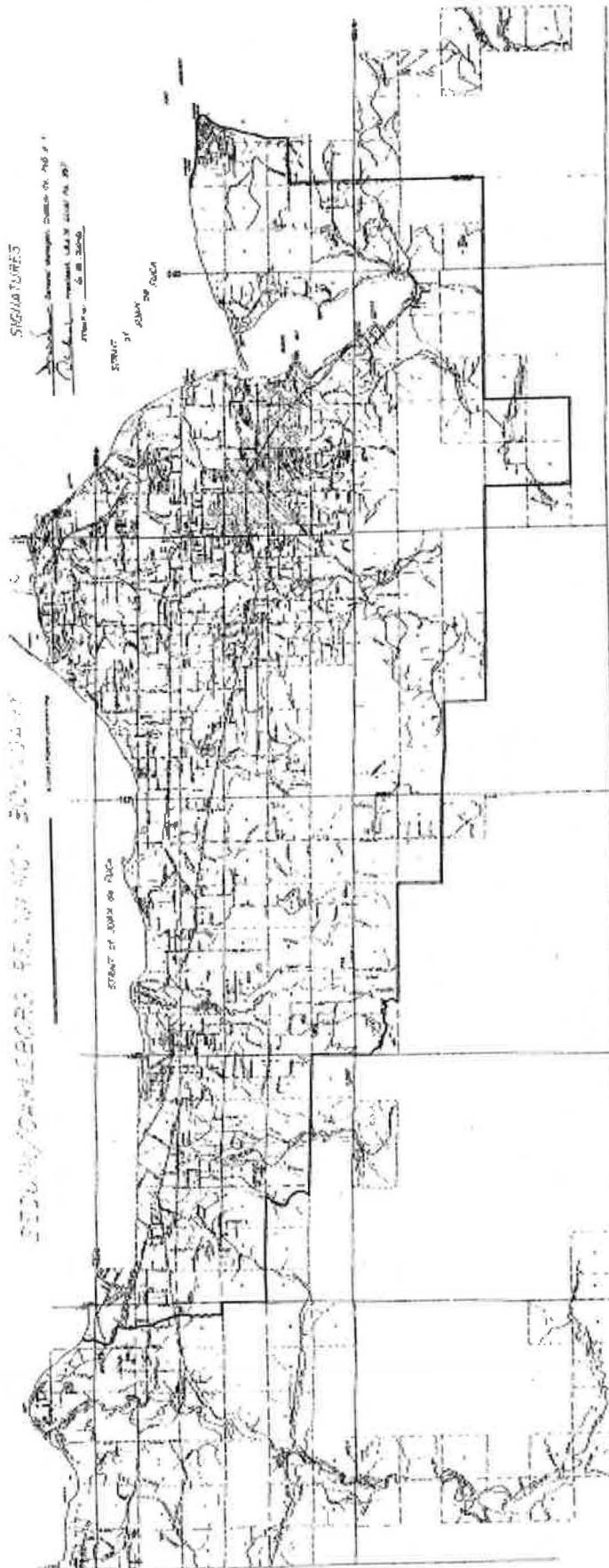
IBEW Local 997 and PUD No. 1 of Clallam County (District), parties to a Collective Bargaining Agreement (CBA), agree to change Residency Boundaries for the Sequim / Carlsborg Service area as follows:

- Extend the residency boundaries for the Sequim / Carlsborg Service area to the East Clallam County line in accordance with the boundaries identified on the Sequim / Carlsborg Service Residency Boundary map dated June 15., 2010.

This Letter of Understanding will be incorporated into, deleted from or maintained as an attachment to the next Collective Bargaining Agreement.


IBEW Local 997 _____ 7-01-2010
Date


PUD No. 1 of Clallam County _____ 7.1.10
Date



LETTER OF UNDERSTANDING

By and Between

PUD NO. 1 OF CLALLAM COUNTY AND IBEW LOCAL 997

IBEW Local 997 and PUD No. 1 of Clallam County, parties to a Collective Bargaining Agreement (CBA) agree to amend the CBA as follows:

When a Collective Bargaining Agreement, between Management and the Union expires, Management shall have the option to initiate this Stand-by procedure. Stand-by will only be initiated if Union members are not responding to after-hours call-outs in their assigned area. The Stand-by option shall end upon ratification of a new Collective Bargaining Agreement.

Two (2) Journeyman Linemen (and/or Line Foreman/Service Rep. or Service Lineman) will be responsible for after-hours call-outs for a seven (7) day period (Wednesday through Tuesday). The Operations line personnel will have the opportunity to voluntarily fill a calendar for Stand-by duty. If there is a lack of volunteers to fill the positions, then the Operations Superintendent and Shop Steward will fill those vacancies, based on seniority, starting with the least senior electrical line worker and continue to rotate to all electrical workers. This will distribute standby responsibilities to all electrical line workers.

Compensation: The District will compensate those individuals that have performed stand-by duties at the following rate:

One (1) hour of the employee's overtime rate of pay for every day while on Stand-By duty during the regular work week.

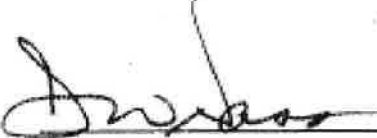
Two (2) hours of the employee's overtime rate of pay for each weekend day (Saturday and Sunday)

Three (3) hours of the employee's overtime rate of pay for each District-recognized holiday.

This Letter of understanding will be effective upon signing and will be incorporated into, deleted from or maintained as an attachment to the next CBA.


IBEW Local 997

7-7-14
Date


PUD No. 1 of Clallam County

7-7-14
Date

LETTER OF UNDERSTANDING

By and Between

PUD NO. 1 OF CLALLAM COUNTY AND IBEW LOCAL 997

IBEW Local 997 and PUD No. 1 of Clallam County ("the District"), parties to a Collective Bargaining Agreement (CBA), agree as follows:


1. **Water and Wastewater Residency Boundaries** – The residency boundary for the Water and Wastewater Department shall be amended as per Exhibit A attached hereto.

This Letter of Understanding will be effective upon signing and all CBA changes will be incorporated into the Collective Bargaining Agreement on May 1, 2023, and this LOU will be removed.



Giles Cobb
President IBEW Local 997

9-16-2022
Date



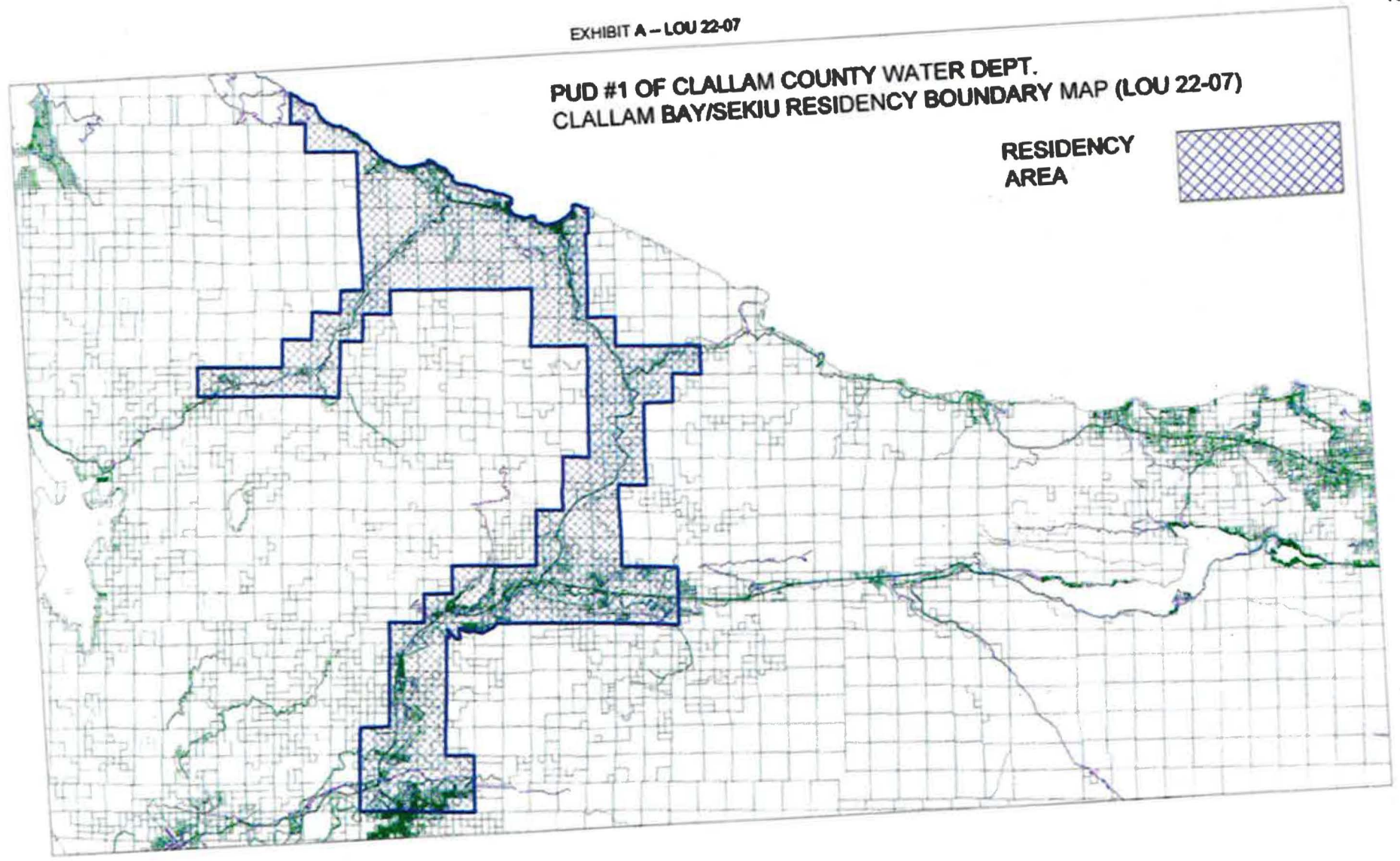
Sean Worthington
General Manager, Clallam PUD

9.20.22
Date

EXHIBIT A – LOU 22-07

**PUD #1 OF CLALLAM COUNTY WATER DEPT.
CLALLAM BAY/SEKIU RESIDENCY BOUNDARY MAP (LOU 22-07)**

**RESIDENCY
AREA**



LETTER OF UNDERSTANDING

By and Between

PUD NO. 1 OF CLALLAM COUNTY AND IBEW LOCAL 997

IBEW Local 997 and PUD no. 1 of Clallam County (District), parties to a Collective Bargaining Agreement (CBA), agree to amend the CBA by the following:

- Amend the job description of the Electric Equipment and Environmental Specialist
- Amend WAGE RATES, Exhibit A, by adding or amending the following position rate effective May 1, 2023:

TITLE	5/1/2023	5/1/2024	5/1/2025
Electric Equipment and Environmental Specialist	Step 1 \$32.55 per hour	\$34.01 per hour	\$35.37 per hour
	Step 2 \$39.91 per hour	\$41.71 per hour	\$43.38 per hour
	Step 3 \$47.58 per hour	\$49.72 per hour	\$51.71 per hour

This letter of Understanding will be effective upon signing and will be incorporated into the next Collective Bargaining Agreement.

 4-27-2023
 President IBEW Local 997 Date

 4-27-23
 General Manager Date



JOB DESCRIPTION

<u>POSITION:</u>	ELECTRIC EQUIPMENT & ENVIRONMENTAL SPECIALIST
<u>LOCATION:</u>	Carlsborg
<u>STATUS:</u>	Regular, Full-time, Non-Exempt Represented Position
<u>WORK WEEK:</u>	Monday – Thursday, 6:30 a.m. – 5:00 p.m.
<u>SUPERVISOR:</u>	Transmission and Distribution Supervisor
<u>WAGE:</u>	See CBA

PURPOSE: Perform complete repair, testing, retrofilling, and reclassification of transformers, breakers, regulators, and other electric system equipment in a manner that ensures economical use of vehicles, materials, and equipment to facilitate accomplishment of the District's mission.

ESSENTIAL JOB FUNCTIONS:

- Perform retro-filling and reclassification of oil-filled electrical equipment.
- Perform oil testing and oil reclamation.
- Perform work required to repair and test transformers, breakers, regulators, meters, and other electrical equipment.
- Complete paperwork associated with job functions in a neat and timely manner.
- Perform hazardous waste spill control and cleanup.
- Reporting of spills to Department of Ecology and/or Environmental Protection Agency
- Maintain all oil spill records and ensure retention of associated records.
- Update computer records in a correct and timely manner.
- Responsible for use, care, and security of tools, vehicles, equipment, and materials utilized.
- Organize and maintain equipment records.
- Meet and work with the public effectively and courteously.
- Prepare, prime, and paint electrical equipment as required.
- Prepare and maintain equipment PCB records.
- Perform monthly SPCC inspections of all district warehousing facilities as required by Environmental Protection Agency (EPA)
- Perform required Department of Ecology inspections of all district facilities for hazardous materials storage every six (6) months
- Coordinate disposal of all regulated hazardous materials (used gasoline, antifreeze sludge, used motor oil, paints, solvents, etc.) and maintain records as required by the Department of Ecology.

ADDITIONAL JOB FUNCTIONS:

- Maintain up to date knowledge regarding rules and regulations for PCB management, SPCC and other pertinent environmental regulations.
- Must attend planning and training meetings as required annually including 24-hour Hazwoper certificate, 8-hour Hazwoper Refresher certificate, annual oil spill refresher and SPCC training.
- Maintain 3-year WSDOT Hazardous Waste Material Transportation certification and 24-hour Hazwoper certification.
- Investigate areas in district's system for potential high-risk equipment and/or potential regulatory violations and report to management/supervisor.
- Attend NWPPA Environmental Task Force Meetings that coincide with annual Hazwoper training classes.
- Train and provide direction to others regarding proper oil spill cleanup and SPCC regulations as required by District policy, State and Federal regulations.
- Direct and supervise others during oil spill cleanups.
- Complete Annual EPA PCB report as required by Federal regulations.
- Update SPCC plans as required.
- Perform as Turbo Waste authorized representative for DOE Hazardous waste generator annual reporting.
- Document job function processes including step by step instructions.
- Other duties as assigned

JOB STANDARDS:

Skills, Knowledge, and Abilities:

- Must have a working knowledge of transformers, voltage regulators, breakers, and substation work practices, tools, materials, and equipment as related to job functions.
- Must have the knowledge and ability to use the required tools of the trade.
- Must have the ability to communicate clear and concise verbal instructions and information to coworkers, customers, and others.
- Must have the ability to work without supervision and to make decisions compatible with prior instructions.
- Must have a thorough knowledge of applicable accident prevention rules and regulations.
- Must have the ability to operate equipment efficiently and safely to facilitate completion of work.
- Must have math, reading, and writing skills as related to job functions.
- Must have the ability to learn and use related computer applications.
- Must have the ability to cut, straighten, bend, and weld mild steel.
- Must have the knowledge and ability to use the required test and repair equipment.
- Must have a thorough knowledge of EPA regulations and guidelines for handling, storage, shipping and recordkeeping of PCB items and articles as well as the EPA regulations on reporting of oil spills and the proper control, testing and cleanup of oil spills.

Experience and Training:

- Must be able to comprehend, retain, and utilize training provided by the District.
- Must have a high school diploma or equivalent.
- Experience operating vehicles, tools, and equipment is required.

Other Requirements:

- Must pass a District physical examination and be able to perform essential job functions.
- Must have, or obtain within six months of employment, valid Washington State-approved Industrial First Aid card and Washington State Community College Flagging and Traffic Control card.
- Must have a valid Washington State driver's license and a safe driving record. Employees moving from out of state must obtain a Washington State license in accordance with Washington State law.
- Must obtain knowledge of Federal, State and local environmental regulations pertaining to dangerous waste, PCB's, storm water, SPCC requirements.
- Must work emergency and prearranged overtime.
- Must wear and utilize personal protective equipment as required.
- Must live within the established residency boundaries.

WORKING CONDITIONS:

- The job functions will be performed in indoor and outdoor environments, subject to adverse weather conditions and noise.
- The job functions require traversing areas where footing may be poor and the ground uneven.
- The job functions require working with persons who exhibit many types of personalities and behaviors.
- Job functions on and around mechanized equipment will present the need for alertness and safety awareness.
- Job functions will require work on ladders, structures, and equipment.
- Job functions will require working in the proximity of energized high voltage lines, cables, and equipment.
- The job functions require work with energized conductors and equipment up to 600 volts or higher voltage when using test equipment.
- Will encounter the need to work with hazardous materials.

PHYSICAL REQUIREMENTS:

- The work requires the ability to lift and carry up to 70 pounds. Materials, equipment, etc. will be lifted to and from trucks, equipment, warehouse shelves, and the ground.
- The work requires the ability to operate tools, equipment, vehicles, and machinery.
- The work requires the ability to climb ladders and structures; to climb on, off, and around trucks and other equipment; and to work in elevated positions up to 25 feet.
- The work requires the ability to perform detailed work on electric system equipment; to work in limited light; and to differentiate among colors.
- The work requires the ability to answer questions and communicate with coworkers, customers, and others in person and on telephones and mobile radios.
- The work requires the ability to see and hear in order to detect problems and ensure the safety of employees and others in response to exposure to the hazards associated with this position.

PHYSICAL REQUIREMENTS (continue):

- Work activities involve combinations of walking, kneeling, climbing, pulling, bending, lifting and carrying, and standing for extended periods.

EQUIPMENT AND VEHICLES:

- The job requires driving and operating vehicles such as an automobile, pickup truck, van, line truck with hydraulic boom, man lift, and forklift.
- The job requires the operation of test equipment for transformers, electrical meters, and other electrical equipment.
- The job requires the use of computers and calculators.
- The job requires the use of sandblasting and paint spraying equipment.
- The job requires the use of welding and cutting equipment.
- Future work practices may necessitate the use of different equipment, vehicles, and tools.

**CALCULATION OF VALUE OF BENEFITS PROVIDED BY
PUD NO. 1 OF CLALLAM COUNTY
FOR TEMPORARY EMPLOYEES NOT PARTICIPATING IN THE
DISTRICTS HEALTH CARE PLAN**

Exhibit E

Medical Plan: Use the District's average cost for the medical plan for the last three plan years divided by the average wages paid for the last three years:	16.90%
PTO: Use 160 hours of PTO divided by 2080 work hours in a year:	7.69%
Holidays: Use 110 hours of holidays divided by 2080 work hours in a year:	5.29%
PERS: Use the employer's contribution percentage as determined by the State:	10.39%
VEBA: Use the employer's annual contribution of benefits divided by the annual total wages	.51%
Short Term Disability (STD), Long Term Disability (LTD), Life Insurance and Accidental Death and Dismemberment (AD & D): Use 100% of premiums divided by annual total wages:	.40%
TOTAL	41.18%*

For PERS eligible positions, the total value of benefits will be determined by deducting the value of the PERS benefit shown in this chart, for a total value of 30.79%.

*This percentage will be in effect from May 1, 2023 until April 30, 2024; see Section 6.2.1.

**CALCULATION OF VALUE OF BENEFITS PROVIDED BY
PUD NO. 1 OF CLALLAM COUNTY
FOR TEMPORARY EMPLOYEES PARTICIPATING IN THE DISTRICTS
HEALTH CARE PLAN**

Exhibit F

PTO: Use 160 hours of PTO divided by 2080 work hours in a year:	7.69%
Holidays: Use 110 hours of holidays divided by 2080 work hours in a year:	5.29%
PERS: Use the employer's contribution percentage as determined by the State:	10.39%
VEBA: Use the employer's annual contribution of benefits divided by the annual total wages	.51%
Short Term Disability (STD), Long Term Disability (LTD), Life Insurance and Accidental Death and Dismemberment (AD & D): Use 100% of premiums divided by annual total wages:	.40%
TOTAL	24.28%*

For PERS eligible positions, the total value of benefits will be determined by deducting the value of the PERS benefit shown in this chart, for a total value of 13.89%.

*This percentage will be in effect from May 1, 2023 until April 30, 2024; see Section 6.2.1.

LETTER OF UNDERSTANDING

By and Between

PUD NO. 1 OF CLALLAM COUNTY AND IBEW LOCAL 997

IBEW Local 997 and PUD No. 1 of Clallam County (“the District”), parties to a Collective Bargaining Agreement (CBA), agree as follows:

1. Section 6.5.1 of the Collective Bargaining Agreement shall be amended as follows to incorporate Juneteenth as a District recognized holiday:

6.5.1 The following holidays shall be recognized:

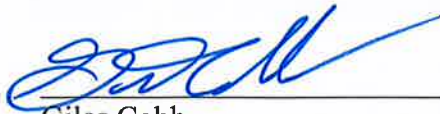
- | | |
|------------------------|---------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Day | Veterans Day |
| Presidents’ Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | 2 Floating Holidays |
| Fourth of July | |

2. LOU 22-06, item 12 “Section 6.3 Personal Time off (PTO)” shall be removed.
3. Section 6.3.1 of the Collective Bargaining Agreement shall be removed.
4. The District’s current PTO schedule tops out at 280 hours at year 20. The intent of this update is to recognize and reward longevity among employees with over 20 years of service. Section 6.3 of the Collective Bargaining Agreement, titled PERSONAL TIME OFF (PTO) shall have an updated accrual schedule, effective September 1, 2023, as follows:

Year	PTO Hours	Year	PTO Hours
1-5	160	20	280
6-10	200	21	284
11	208	22	288
12	216	23	292
13	224	24	296
14	232	25	300
15	240	26	304
16	248	27	308
17	256	28	312
18	264	29	316
19	272	30 and over	320

- Grievance 23-01 will be withdrawn by the Union, with prejudice, upon execution of this Agreement.

This Letter of Understanding will be effective upon signing and will be incorporated into the next Collective Bargaining Agreement and this LOU will be removed.



Giles Cobb
President IBEW Local 997

8-8-2023

Date



Sean Worthington
General Manager, Clallam PUD

8.8.23

Date