

A G R E E M E N T

between

PARKLAND LIGHT AND WATER COMPANY

and

LOCAL UNION NO. 483

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

April 1, 2004 through March 31, 2007

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PREAMBLE

For the purpose of maintaining cordial relations between Parkland Light and Water Company, hereinafter designated as the "Employer," the party of the first part, and Local Union 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union," the party of the second part, the parties hereto do hereby enter into, establish, and agree to the following conditions of employment:

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Progress in industry demands a mutuality of confidence between the Employer and the Union. To these ends this Agreement is made.

The Employer shall not be required to take any action under this Agreement which is in violation of federal or state law, or the ordinances of a county, city or town.

The Union agrees that its members, who are employees of the Employer, will individually and collectively perform efficient work and service, and that they will use their influence and best efforts to protect the property of the Employer and its interests and to prevent loss of tools and materials, and that they will cooperate with the Employer in promoting and advancing the welfare of the Employer and the service at all times.

ARTICLE I TERM OF AGREEMENT

Section 1.1

This agreement shall remain in full force and effect from April 1, 2004 to March 31, 2007, and from year to year thereafter, unless written notice is given either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration dates requesting that the agreement be either amended or terminated.

Provided further that this agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto at any time.

ARTICLE II UNION RECOGNITION

Section 2.1

The Union is recognized as the accredited representative and the bargaining agent for all employees performing work in the classifications listed in Article IX.

Section 2.2

All employees performing work in the classifications listed in Article IX of this Agreement shall be required, as a condition of continued employment, to become and remain members in good standing of the Union within thirty-one (31) days of their date of employment, or may fulfill their union security obligations by simply fulfilling their financial obligations to the Union.

Section 2.3 - Dues Deductions

The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, only the regular monthly dues uniformly required of members of the Union. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed to between the Local 483, IBEW, and the Employer. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee. The Union shall indemnify and hold the Company harmless against any and all claims or forms of liability that may arise due to this provision.

Section 2.4 - Credit Union Deductions

The Employer agrees to deduct from the paycheck of each employee an amount authorized by the employee for monthly remittance to a credit union mutually agreed to by Employer and employee.

Section 2.5 - Bargaining Unit Work

It is the intention of the Company that bargaining unit members shall normally perform the work traditionally done by the classifications listed in Article IX; notwithstanding, it shall not be a violation of this Agreement for non-bargaining unit individuals to perform such work in cases of unit employee absence(s), where no unit employee is readily available and immediate action is required.

ARTICLE III ADJUSTMENT OF GRIEVANCES

Section 3.1

The Employer and/or its designated representative will meet with the Business Representative and/or a committee of the Union in reference to any grievance which may arise during the term of this agreement and be the result of differences in the interpretation of this agreement or nonperformance of the agreement by the Employer or the employee.

Section 3.2

All grievances shall be reduced to writing specifying the section or sections of the contract alleged to have been violated, all relevant facts, and the proposed remedy or remedies. Any alleged grievance not filed within fifteen (15) working days of the alleged grievance shall be void.

Section 3.3

In the event that the representatives of the Union and the Employer cannot reach a decision in a grievance brought according to the above procedure, the controversy shall be referred to a Board of Arbitration.

Section 3.4

Each party shall select an arbitrator within three (3) days after notice of arbitration has been given by one party or the other. The two (2) arbitrators shall select a third arbitrator within five (5) days thereafter. This time may be lengthened or shortened by mutual agreement.

Section 3.5

Any award made by such arbitration may be enforced by either party in an action at law; neither party shall bring legal action on this contract against the other without first offering to submit the differences to arbitration as above provided.

ARTICLE IV WORK HOURS AND RULES

Section 4.1 - Eight-hour Day

Eight hours shall constitute a day's work. The eight-hour day may be any eight consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a regular one-half (1/2) hour lunch period. Exceptions to these hours may be established by mutual consent of both parties to this agreement. Change to an employee's regular workday schedule shall have a minimum two (2) weeks notice.

Sections 4.2 - Five-day Week

Five days of eight hours each, from Monday through Friday, shall constitute a regular workweek of 40 hours. All work outside of regular days, shifts or hours shall be considered as overtime and compensated for at the overtime rate. Exceptions to the period covered by the week may be established by mutual consent of both parties to this agreement.

Section 4.3 - Overtime Rate

- (a) The rate of pay for overtime shall be two (2) times the hourly rate of pay.
- (b) Hourly wage employees shall receive the overtime rate of pay for all work performed outside of regular days, shifts or hours.

Section 4.4 - Holidays

- (a) Overtime rate shall be paid all hourly wage employees as provided in this agreement for work performed on Saturdays, Sundays, and holidays, unless the parties have agreed otherwise under Section 4.2. Holidays within the meaning of this agreement shall include New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial (Decoration) Day, Fourth of July, Labor Day, Columbus Day, Armistice (Veterans') Day, Thanksgiving,

the Friday after Thanksgiving and Christmas. Lincoln's Birthday and Columbus Day shall be used as individual floating holidays. Such floating holidays must be mutually agreed to between Employer and employee.

When one of the above holidays falls on Sunday, the Monday following shall be observed as a holiday. When one of the above holidays falls on a Saturday, the Friday preceding will be observed as a holiday. Exchange of days may be made by mutual agreement between the Employer and employees affected.

- (b) Employees not required to work on holidays shall be paid for holidays at the straight-time rate of the classification in which they worked the day before the holiday.
- (c) Employees required to work on a holiday shall be compensated at the straight-time rate, plus overtime rate.
- (d) For every twenty-four (24) hours worked, a part time employee shall receive one hour of holiday pay in lieu of any paid holidays. For every forty (40) hours worked, a temporary employee shall receive one hour of holiday pay in lieu of any paid holidays.

Section 4.5 - Emergency and Other Calls

- (a) Employees shall be allowed two (2) hours' time at the overtime rate as a minimum for an emergency or prearranged call between regular shifts, including travel time of one-half (1/2) hour each way from employees' homes. Work related telephone calls do not qualify for the two (2) hour minimum overtime unless the call exceeds one half (1/2) hour of total time for the specific call incident.
- (b) All employees called for emergency duty two (2) hours or more before the beginning of regular working hours shall be paid at the overtime rate from the time called until the emergency duties are completed or the commencement of their regular shift, meal time excepted. An employee so called may elect with concurrence of the Employer to serve a succeeding normal shift at straight-time, or may be required by the Employer to work a sufficient portion of his normal shift which when added to the emergency shift will total eight (8) hours.
- (c) Employees called for duty less than two (2) hours before the beginning of regular working hours or shift hours shall be paid at overtime rates for two (2) hours. The straight time rate of pay shall commence after the two (2) hour minimum, as provided in Section 4.5(a), is completed.
- (d) Should it be necessary to send employees covered by this agreement to assist another utility during emergency conditions, such employee shall receive wages and conditions that are the highest of the two companies involved.

Section 4.6 - Meal Periods

- (a) Meal time shall be at 6:30 a.m. for breakfast, 12:00 noon or midnight for lunch, and 6:00 p.m. for dinner.
- (b) When working on overtime work after the regular day or shift, when called out for work at night, Sunday, or holidays, the Employer shall provide all meals, unless men are returned to headquarters on or before meal time. When instructed before quitting time to report for duty before the regular daily starting time, the man shall provide his own lunch, the same as is regularly done on other days. The employee shall not receive wages for the time spent eating meals.

Section 4.7 - Line Equipment and Special Equipment Operators

All self-powered mobile equipment with attached machinery used in the construction or maintenance of the system, the raising or lowering of poles, transformers, pulling wire or cable, transporting crews, incoming and outgoing materials, etc., shall be operated by equipment operators or other classifications listed in Article IX having a rate of pay equivalent to or higher than the rate for equipment operator, as set forth in the schedule of wages in this agreement. However, no one shall have his wages reduced while operating the above equipment on a temporary assignment.

Section 4.8 - Seniority

- (a) Company seniority is the length of service since last employed by Parkland Light and Water Company. Employees who are laid off due to reduction of force or change in method of operation shall have their company seniority bridged if rehired within one (1) year.
- (b) In all laying off, rehiring, transfer, promotion, or demotion of employees, rules of seniority shall be observed providing ability and qualifications are equal for the job requirement in the opinion of the Employer.
- (c) An employee refusing promotion or transfer shall not be denied future opportunities to promote or transfer.

Section 4.9 - Probationary Period

Each new employee, performing work in the classifications listed in Article IX, shall be on probation from his/her date until such employee shall have worked one hundred and eighty (180) days. The layoff or discharge of probation employee shall not be subject to the grievance procedure. Probationary employees shall not be eligible for accrued benefits (such as sick leave) during the probation period; however, upon the attainment of seniority, the employee's accrued benefits will be credited/computed from the employee's most recent date-of-hire.

Section 4.10 - Temporary Employees

- (a) Any person hired on a temporary basis, or to perform a specific job, or to assist during a peak period, performing work in the classifications listed in

Article IX, such hiring not to exceed one hundred twenty (120) work days, shall not be eligible to receive any company benefits or accrue seniority during this period, with the exception of holiday pay as outlined in Section 4.4(d).

- (b) If such a temporary employee shall work one hundred (120) days in any one calendar year, such employee shall lose his temporary status and shall receive all company seniority, vacation, and sick leave benefits retroactively to the date of hire. Such employees shall be considered eligible to participate in other company benefits as set forth in Article VIII.

ARTICLE V
VACATIONS

Section 5.1

- (a) Vacation will be taken in the year following that year in which it was earned. Employees shall accrue vacation leave by reason of tenure based on the following schedule of service.

<u>Year of Service</u>	<u>Accrued Hours Per Pay Period</u>	<u>Days of Vacation Leave</u>
1-3	3.0769	10
4-7	4.6154	15
8	4.9231	16
9	5.2308	17
10	5.5385	18
11	5.8462	19
12	6.1538	20
13	6.4615	21
14	6.7692	22
15	7.0769	23

Any employee currently earning vacation leave in excess of the twenty (23) day maximum shall continue to receive the number of days that the employee has established as his annual maximum.

- (b) The appropriate semi-monthly accrual shall be credited for each semi-monthly pay period in which the employee is in a paid status. Vacation accruals based on tenure shall begin on the employee anniversary date in which any of the above years of service will be completed. In the event that an employee is not on a paid status 70% of the pay period, his/her accrual time may be based on hourly accrual rather than semi-monthly accrual.

- (c) The carryover limit for vacation time from year to year shall be thirty days. No employee may carry forward any vacation time in excess of such carryover limit.

In the event an employee has accrued more vacation time than the carryover limit for the sole reason that he was unable to use the vacation time due to company operation requirements, such excess vacation time shall be paid at the current pay rate.

- (d) Vacation period for the employees shall be fixed by the Employer who shall give due consideration to the employee's request.

ARTICLE VI SICK LEAVE AND ON-THE-JOB INJURY PAYMENTS

Section 6.1

Sick leave with pay, accumulation unlimited, shall accrue at the rate of one (1) working day of leave for each calendar month of the employee's active service. A calendar month of active service shall be defined to mean any calendar month in which the employee has been in paid status for not less than 122 hours (174 hours times 70%).

In the case where an employee is receiving On-the-Job Injury compensation for over 50% of a month, sick leave accrual shall be limited to one-half (1/2) the normal rate for such time the employee is on On-the-Job Injury.

Permissible Use of Paid Sick Leave:

- (a) Injury or illness of employee to such extent as to constitute a hazard to the safety or health of himself or other employees where such injury or illness was not caused by self-abuse through the use of intoxicating beverages, narcotics or similar causes.
- (b) Medical or dental care for the employee.
- (c) Quarantine of employee due to exposure to contagious disease.
- (d) On-the-job injuries during the first three (3) days if not eligible for Workmen's Compensation and as a supplement to Workmen's Compensation at the rate of one-half (1/2) day of sick leave per day absence after the 90-day supplementary On-the-Job Injury benefits provided under Section 6.2.
- (e) Death of spouse, father, mother, foster parent, brother, sister, child, foster child, grandparents, or grandchildren of employee or relatives of the spouse of the employee. Upon approval by the Employer, a maximum of four (4) days' accrued sick leave may be granted. For the purpose of attending the funeral, upon approval of the Employer, a maximum of one (1) day's accrued sick leave may be granted.

- (f) In addition to their personal medical absences, employees can use their sick leave benefits to care for a spouse, parent, parent-in-law, or grandparent with a serious health condition or emergency condition, or a son or daughter who is incapable of self-care due to a disability.
- (g) Employees working shifts other than the regular Monday through Friday work week shall be paid holiday pay plus sick leave when scheduled to work on a holiday and they are unable to work due to illness or injury. Such employees, when not scheduled to work on a holiday, shall not be entitled to paid sick leave.
- (h) Upon retirement, death or disability termination an employee shall receive the actual cash value of all sick leave accumulations up to a maximum of sixty-five (65) days or 520 hours. Such employees shall also receive 25% of the actual cash value of all sick leave accumulations over sixty-five (65) days or 520 hours. Employees terminating for any other reason shall receive 25% of accumulated sick leave in cash. An employee discharged-for-cause shall be ineligible for any accumulated sick leave.
- (i) Notification of absence due to sickness or illness shall be given as soon as possible, but no later than the beginning of the employee's shift on the first day of illness. Where sickness or illness exceeds two (2) days, the employee shall, upon request of the Company, furnish a medical doctor's certificate for verification of illness. Where sickness or illness exceeds ten (10) days, employee shall furnish a medical doctor's certificate for verification of illness on or before the twelfth (12th) day of the onset of the sick leave. Failure to notify the Employer as set forth herein will constitute cause for loss of sick leave benefits.

Section 6.2 - On-the-Job Injury

An employee who is eligible for sick leave and is injured on the job shall be paid to the extent of 90 working days for each new and separate injury, in addition to and prior to the use of sick leave accumulations, as provided hereafter in this article.

The employee's eligibility for payment and the extent thereof will be based on the determination of the State Industrial Division of the State Workmen's Compensation Act if such employee is covered thereunder, and if not covered thereunder, by the determination of the Board of Trustees of the Employer, applying the same rules that would have been applied had such employee been covered by said Act.

Such employee, if covered by the State Industrial Insurance Act, shall be paid the difference between his actual wages and that received from the State Industrial Insurance Division, or, if not covered by the Act, that which such employee would have been entitled to receive from the Employer had such employee been covered by the Act.

Such payment shall be made to the extent of such 90 working day period and for as long thereafter as such employee's sick leave accruals provide according to the following schedule:

1. Charges shall be made against sick leave accruals, if any, for the three (3) day waiting period, partial days, day of incident, and any other time not covered by the State Workmen's Compensation Act for injuries resulting in time loss of less than thirty (30) days.
2. After the payment and use of the ninety (90) days, charges shall be made against sick leave accruals.
3. Charges may be made against sick leave accruals, if any, in any case where the Employer is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of the difference between his actual wages and that received from the State shall be recoverable by the Employer or deducted from future payments due the employee from the Employer. Where payments are made during such period of contest, the Employer shall have the right to require of the employee an assignment of his right to compensation from the State to the extent the same may become recoverable by the Employer.
4. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize his sick leave accruals, if any, retroactive to the date of his injury.

In order to limit the obligation of the Employer for each new and separate injury, the Employer may require the employee to furnish medical proof or submit to a medical examination to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the Employer.

ARTICLE VII HEALTH AND SAFETY RULES

Section 7.1

- (a) All state and local laws governing the health and safety of employees shall be observed. Electrical Workers' Safety Rules as promulgated by the Department of Labor and Industries to the State of Washington, and as amended from time to time, are hereby adopted and incorporated as part of this agreement as if fully set forth herein. If the Washington State Safety Code does not cover a condition, the National Safety Code will be used.

- (b) The Company agrees to furnish all climbing goods, including boots (buffalo or equivalent) to the lineman, the apprentice lineman and working foreman. To qualify for boots, an employee must have completed two (2) consecutive years of service with the department. Replacement boots shall be issued every two (2) years, or as needed. This two-year period shall commence on the first day after the last issue of boots to each employee. Boots shall become the property of the employee. Other climbing goods shall be replaced as needed.
- (c) The Company will provide safety shoes to all other outside employees, to be replaced every two (2) years, or as needed.
- (d) Electric and Water crew members shall be required to wear hard hats at all times while on the job, unless otherwise instructed by the Foreman/Leadman.

ARTICLE VIII
HEALTH AND WELFARE

Section 8.1

- (a) Employees eligible shall be covered by the Major Medical, Chiropractic, Vision, and Dental insurance benefits under the National Rural Electric Cooperative Association (NRECA). Effective April 1, 2004 through March 31, 2005, the Employer agrees to pay the full costs of premiums for bargaining unit employees and any eligible dependents (per NRECA Plan rules) the employee elects to cover under such insurance.
- (b) Effective April 1, 2005, the employee shall be responsible for fifty percent (50%) of any increase in cost of the benefits of Section 8.1 that may occur on or after January 1, 2005 through December 31, 2006. The employee's 50% monthly cost share shall be affected via pre-taxed payroll deduction.
- (c) During the 2004 negotiations, the Company and the Union discussed that Section 8.1 premium costs would be limited to only one (1) annual adjustment and such adjustment would most likely be effective on January 1 of any calendar year. In the unlikely event there would be premium cost(s) increases of more than one rate increase per calendar year, and/or on dates other than January 1, the Company will meet and negotiate with the Union the effect of such unanticipated increases.

Section 8.2

Employees eligible shall participate in the Retirement and Security pension under the NRECA Program. The Employer agrees to pay the costs of contributions for all employees in the classifications set forth in Article IX. Effective April 1, 1998, employees will be eligible for retirement benefits at age 62.

Section 8.3

Employees eligible shall be covered by the Group Life insurance under the NRECA program. The Employer agrees to pay one-half (1/2) the cost of this insurance policy for all employees in the classifications set forth in Article IX. The other half (1/2) is to be paid by the employees.

Section 8.4

The Employer agrees to make available to all eligible employees Long-term Disability (66-2/3 Plan) and short-term disability insurance under the NRECA program. The premiums shall be paid by the employees

Section 8.5

Management agrees to place an amount equal to seven-tenths (7/10) of one percent (1%) of the employee's classification rate into a NRECA 401(k) account for each employee.

Section 8.6

To qualify for the benefits as listed in Sections 8.1, 8.2 and 8.3, the employee must be on a paid status for not less than 122 hours (174 hours times 70%) during the calendar month for which the benefits are paid.

ARTICLE IX WAGE SCALES

Section 9.1

- (a) The wage scales, which shall prevail during the term of this Agreement for the members of Local Union 483, International Brotherhood of Electrical Workers, shall be a percentage of the basic or Journeyman Lineman's rate of pay. The Classification-wage-rate-percentage-relationship listed within the 2001-2004 Labor Agreement of each of the various classifications relative to the "Lineman" classification shall not be reduced due to the April 1, 2005 and/or April 1, 2006 wage adjustments.
- (b) Effective April 1, 2004, the classification wage rates in effect on March 31, 2004 shall be increased by one percent (1%).
- (c) Effective April 1, 2005, the classification wage rates in effect on March 31, 2005 shall be increased by the following:
 - (1) The hourly equivalent cost of one-half (1/2) of the January 1, 2005 monthly increase in the "family" premium of section 8.1 This amount will be calculated as follows: Fifty percent (50% / or one-half) of the January 1, 2005, section 8.1 monthly increase in the "family" premium amount, divided by one-hundred-and-seventy-three (173).

Plus:

- (2) One percent (1%) of the classification wage rate in effect on March 31, 2005.

(1) + (2) = new Classification wage rate effective April 1, 2005.

- (d) Effective April 1, 2006, the classification wage rates in effect on March 31, 2006 shall be increased by the following:

- (3) The hourly equivalent cost of one-half (1/2) of the January 1, 2006 monthly increase in the “family” premium of section 8.1. This amount will be calculated as follows: Fifty percent (50% / one-half) of the January 1, 2006, section 8.1 monthly increase in the “family” premium amount, divided by one hundred and seventy-three (173).

Plus:

- (4) One-half percent (0.5%) of the classification wage rate in effect on March 31, 2006.

(3) + (4) = new Classification wage rate effective April 1, 2006.

<u>Classification</u>	<u>Percentage</u>	<u>4/1/2004</u>
Line Foreman	115	32.28
Lead Lineman	107	30.03
<u>Journeyman Lineman</u>	<u>100</u>	<u>28.07</u>
Apprentice Lineman - 1st 6 mos.	78	21.89
2nd 6 mos.	83	23.30
3rd 6 mos.	87	24.42
4th 6 mos.	90	25.26
5th 6 mos.	93	26.11
6th 6 mos.	96	26.95
Electric Equipment Operator	92	25.82
Laborer - 1st 6 mos.	35	9.82
Next 6 mos.	45	12.63
After 12 mos.	48	13.47
After 24 mos.	55	15.44

Water Foreman		99	27.97
Lead Water Serviceman		92	25.82
Water Serviceman -1st year		79	22.18
After 1 year		86	24.14
Water Equipment Operator		92	25.82
Construction Laborer		66	18.53
Meter Reader -	1st 6 mos.	50	14.04
	Next 6 mos.	59	16.56
	Next 6 mos.	63	17.68
	Next 12 mos.	73	20.49
	After 24 mos.	80	22.46
Meter Technician (Electric) -			
	1st 6 mos.	75	21.05
	Next 12 mos.	80	22.46
	Next 18 mos.	86	24.14
	After 36 mos.	95	26.67
Draftsperson	1st 6 mos.	39	10.95
	Next 6 mos.	44	12.35
	Next 24 mos.	50	14.04
	After 36 mos.	62	17.40
Office Personnel -	1st 6 mos.	39	10.95
	Next 6 mos.	44	12.35
	Next 24 mos.	50	14.04
	After 36 mos.	62	17.40
Computer Systems Operator -			
	1st 6 mos.	48	13.47
	Next 6 mos.	51	14.32
	Next 6 mos.	55	15.44
	Next 6 mos.	59	16.56
	Next 12 mos.	63	17.68
	After 36 mos.	67	18.81
Energy Conservation Specialist		72	20.21

Purchasing -

1st 6 mos.	48	13.47
Next 6 mos.	51	14.32
Next 6 mos.	55	15.44
Next 6 mos.	59	16.56
Next 12 mos.	63	17.68
After 36 mos.	67	18.81

Part Time Help In the event that part-time help is required by the Company for any of the above-mentioned classifications, Article II, Section 2.2 of the collective bargaining agreement between Parkland Light and Water Company and Local 483, IBEW, shall not apply until said part-time employee has worked a total of 60 days (480 hours) in any one-work year.

Nothing contained herein shall prevent Parkland Light and Water Company from paying more than the stated wages for said positions.

Section 9.2 - Standby Time

- (a) An employee may be assigned to standby duty. Employees so assigned shall receive four percent (4%) of Journey Linemen hourly rate for each hour on standby duty.

Normal hours of standby shall be but are not limited to:

1. For a "normal weekend, Friday, 4:30 p.m. until Monday, 8:00 a.m.
 2. For a three-day weekend, Friday, 4:30 p.m. until Tuesday, 8:00 a.m. or Thursday 4:30 p.m. until Monday 8:00 a.m.
 3. For a single holiday in the middle of the week
- (b) No employee shall be on standby for more than two (2) three (3) day weekends per calendar year and all outside employees with six (6) months continuous service with the Company shall be included on standby lists.

ARTICLE X
JURY DUTY

Section 10.1 Any employee required to serve on a municipal, county or federal jury or grand jury shall be paid the difference between the amount paid for such service and the employee's daily straight-time rate, providing the employee must notify the Employer and must furnish a written statement from the appropriate court showing the date and time served and the amount of pay received.

ARTICLE XI
MANAGEMENT RIGHTS

Section 11.1

The employer retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this agreement, except as expressly limited by a specific provision of this agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the

Employer and not abridged herein include, but are not limited to, the following:
To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

Section 11.2

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Employer by any law regulating, authorizing or empowering the Employer to act or refrain from acting. However, the Employer agrees to consult with the Union upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

Section 11.3

Employees shall be entitled to have a Union representative present at any meeting held with the employer to discuss potential disciplinary action. A suspension of more than two (2) days, a dismissal, a disciplinary reduction in rank or pay may be processed under the grievance procedure of this agreement.

ARTICLE XII
STRIKES AND LOCKOUTS

It is mutually agreed that there shall be no strikes or lockouts, slowdowns, or cessation of work by either party for the duration of this agreement.

ARTICLE XIII
SUCCESSOR CLAUSE

Section 13.1 The Bargaining Unit agreement between Parkland Light and Water Company and Local 483, IBEW, shall be binding upon the successors and assigns of

the Company and the provisions and terms hereunder shall not be affected or changed in any respect by consolidation, merger, sale or transfer of the Company.

Upon the signing of an agreement between Parkland Light and Water Company and a successor meeting the above stated requirement, Parkland Light and Water Company shall be considered as having complied with all of its obligations concerning this matter. Thereafter, as to the operations involved, all future dealings shall be between the successor and the Union.

FOR:

PARKLAND LIGHT AND WATER CO:

IBEW Local #483:

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Washington Employers, Inc.
Company Representative

Amendment of Understanding

Parkland Light and Water Co / IBEW Local #483

The Company and the Union agree to continue the following understanding during the term of the 2004-2007 Labor Agreement:

May 2001: It is agreed that two individuals, specifically Frank Kocar and John Burgard, hired during 2000, will continue to receive 105% of journeyman lineman wages for work performed in the journeyman lineman position.

FOR:

PARKLAND LIGHT AND WATER CO:

IBEW Local #483:

By: _____

By: _____

Date: _____

Date: _____