

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF CENTRALIA, WASHINGTON  
DEPARTMENT OF LIGHT**

**AND**

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

**JANUARY 1, 2023 - DECEMBER 31, 2025**

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## INTRODUCTION

This Agreement concerning terms and conditions of employment is entered into by the Department of Lighting of the City of Centralia, Washington ("City Light") and Local Union No. 77 of the International Brotherhood of Electrical Workers ("Union")

This Agreement shall be binding upon any successor or assigns of the City and the provisions and terms shall not be affected or changed in any respect by the consolidation, merger, sale or transfer of the Light Department.

In the event of any consolidation, merger, sale or transfer, employees desiring to remain with the City will be allowed to do so at no loss of benefits or wages. Such employee transfers are contingent upon City positions being available and subject to the sole discretion of the City Manager.

Sixty (60) days prior to the closing of any consolidation, merger, sale or transfer, the Union, the City, and the management of the acquiring interest shall develop an agreeable five (5) year staffing plan.

For ease of interpretation and clarity, masculine pronouns and masculine job designations (such as "lineman") are used in this Agreement. This usage is only for the purpose of brevity and clarity and should not be interpreted to indicate any discriminatory intent by either of the parties to this Agreement. Articles 2, 3, 4, 5, and 6 apply to employees in particular departments and job designations within the bargaining unit. In the event that these provisions are inconsistent with any of the General Working Rules set out in Article 7, the provisions of Articles 2 through 6 shall take precedence.

## ARTICLE 1 MANAGEMENT RIGHTS

**1.1** The management of the department and its facilities and the direction of the working force including, but not limited to, the right to hire, suspend, or discharge for just cause, assign or transfer employees, adopt new or changed methods of performing the work, prescribe reasonable general rules of work, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in management. Provided, however, that all such management rights shall be exercised in a manner consistent with this Agreement.

**1.2** Management shall not perform work within the scope or job description of classifications covered by this Agreement or work which has been normally performed by bargaining unit employees. However, when necessary to restore service during times bargaining unit personnel are not available including by established callout procedures or when an emergency exists, management personnel shall have the right to perform work normally performed by bargaining unit personnel. In no event shall management performing such emergency work result in the layoff or the loss of straight time work for employees covered by this Agreement.

**1.3** Further, management shall have the exclusive right to contract out work as needed to maintain City Light's service system, providing such contract does not result in any layoffs in this unit.

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## ARTICLE 2                   POWERHOUSE OPERATORS

**2.1                   Job Classifications** -- The following classifications shall be included within the Yelm powerhouse operators.

- 2.1.1                   Chief Powerhouse Operator
- 2.1.2                   Powerhouse Operator
- 2.1.3                   Relief Operator
- 2.1.4                   Powerhouse Operator Apprentice
- 2.1.5                   Instrument and Control Technician

**2.2                   Chief Powerhouse Operator** -- Will assume the duties of the regular Operator when working as an Operator filling in for vacation, sick leave, etc., and may be moved into the rotating schedule if a Powerhouse Operator is to be absent for an extended period of time. When not working as an Operator, the Chief Operator will work a regular schedule as outlined in Article 8.1.

**2.3                   Powerhouse Operator** -- Shall consist of two (2) operators in the same capacity, sharing equal responsibility of Centralia City Light's hydro plant to maintain a twenty-four (24) hour coverage. Operators will receive one (1) hour of overtime per shift as compensation for being on call after hours and maintaining a thirty (30) minute response. No more than one operator per day will receive the standby pay. On the Wednesday that both operators are working, the standby pay will alternate.

**2.4                   Work Week Schedule**

A mutually satisfactory schedule providing for the rotation of shifts between relief operators and powerhouse operators shall be arranged between the Chief Operator and the Generation Manager. Powerhouse operators shall be scheduled for not less than the equivalent of forty (40) straight-time hours in any scheduled week (Sunday-Saturday). Any changes of the routine shift schedules shall be made at least five (5) days prior to their effective date.

**2.5                   Time Exchange** -- Operators shall be allowed to trade time among themselves within the current work week, providing that no additional expense or inconvenience is placed on the City. Operators involved shall notify management in advance of any such exchange.

**2.6                   Overtime** -- In the event that the on-call operator is called out to perform services during other than his normal work hours as set forth above in section 8.2.1, or when he is called out to work on a day which would normally be a day off, he shall be paid at an overtime rate.

**2.7                   Responsibilities** -- During the time that they are on duty, the powerhouse operators shall monitor the equipment at the generating facility, perform necessary maintenance, and perform other assigned duties, including, but not limited to, routine maintenance, grounds keeping, and trash rack cleaning at the hydro plant site.

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## ARTICLE 3 YELM MAINTENANCE CREW

**3.1 Job Classifications** -- The following classifications shall be included within the Yelm maintenance crew.

- 3.1.1 Canal Maintenance Supervisor
- 3.1.2 Canal Technician
- 3.1.3 Dam Technician
- 3.1.4 Hydro Maintenance Technician – if assigned to work as a Canal Technician must have CDL license to receive out of class pay.
- 3.1.5 Lead Canal Technician – (107% between Maintenance Foreman and Canal Technician) only during summer months with 2 or more summer help working outside.

**3.2 Work Week Schedule** – A mutually satisfactory schedule providing for the alteration of working hours between members of the Maintenance Crew and the I & C Technician at the Yelm Generation facility shall be arranged between the Maintenance Supervisor, Chief Operator and the General Manager. The Maintenance Crew and I & C Technician shall be scheduled for not less than the equivalent of forty (40) straight-time hours in any scheduled week (Sunday – Saturday). Any changes of the routine shift schedules shall be made at least five (5) days prior to their effective date.

## ARTICLE 4 SUBSTATION OPERATORS

**4.1 Job Classifications** -- The following job classifications shall be included within the substation department:

- 4.1.1 Chief Substation Operator
- 4.1.2 Substation Operator
- 4.1.3 Apprentice Substation Operator

## ARTICLE 5 LINE DEPARTMENT

**5.1 Job Classifications** -- The following job classifications shall be included within the line department:

- 5.1.1 General Foreman – (117% of Journeyman Lineman wage)
- 5.1.1 Line Foreman
- 5.1.2 Lineman
- 5.1.3 Apprentice Lineman
- 5.1.4 Line Equipment Operator
- 5.1.5 Groundman
- 5.1.6 Line Serviceman

**5.2 Apprentice Lineman** -- To be eligible to begin the apprentice program, the candidate must serve a minimum of one year as Groundman. (See Section 5.7).

**5.3 Line Equipment Operator** -- Line trucks shall be driven by the line equipment operator, when available, who shall assist in helping the lineman.

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**5.4 Pole Work** -- Journeymen Linemen, with the assistance of the line equipment operator or groundman, shall perform the framing of poles on the job or in any pole yard. Regular line crews shall perform the erection of poles, and each pole crew shall include at least one journeyman lineman and one line foreman. All work performed by the line department shall be performed in conformance with applicable state and federal safety laws and regulations. Two linemen may be used when one lineman must ascend a pole to perform electrical work.

**5.5 General Foreman** -- Manages the Line Crew Foremen, Line Crew, Chief Storekeeper/Buyer, and Warehouse personnel in the construction, maintenance and operation of the electric distribution and transmission systems. Qualified Line Crew and/or Line Foremen may be eligible to become a General Foreman.

**5.6 Line Foreman** -- In the event that line crews are combined temporarily to perform assigned tasks, the line foreman shall supervise the work of the combined crew. The junior line foreman shall perform line work without any reduction in his line foreman's pay.

**5.7 Line Serviceman** -- Only qualified linemen shall be eligible to become Line Serviceman. On off days, holidays, and after 4:30 p.m. on regular working days, the Line Serviceman may be required to perform emergency work.

**5.8 Groundman** -- All candidates for the Apprentice Lineman program must first successfully complete a one-year training period as Groundman.

**5.9 Safety Equipment and Hand Tools** -- City Light shall provide linemen with all appropriate hook straps, gaffs, safety belts, and other safety equipment. It is the responsibility of the individual lineman to inspect this safety equipment and request replacement when it becomes worn out or is unavailable. The individual lineman shall provide all hand tools to be kept on his person in order to perform the work. Other tools required to perform the work will be provided by City Light.

## **ARTICLE 6 WAREHOUSE, LIGHT ENGINEERING AND METER DEPARTMENT**

**6.1 Job Classifications** -- The following job classifications shall be included within this employee group.

- 6.1.1 Chief Storekeeper/Buyer
- 6.1.2 Warehouseman
- 6.1.3 Electrical Engineering Technician – Levels I-IV
- 6.1.4 Technical Assistant – Levels I-II

**6.2 Job Classifications** -- The following job classifications shall be included within this employee group.

- 6.2.1 Meter Technician Foreman
- 6.2.2 Meter Technician
- 6.2.3 Apprentice Meter Technician

**7.1                   Applicability** -- The following general working rules shall apply to all employees in classifications covered by this Agreement, unless specifically covered or excepted in any of the previous articles.

**7.2                   Safety Regulations** -- All work performed under this Agreement shall be performed in conformance and accordance with the Washington State Safety Rules, Chapter 296-45 WAC and other applicable federal and state safety rules and regulations.

**7.2.1**               All contractors and sub-contractors performing work for City Light are required to comply with all state and federal rules and employment standards.

**7.3                   Protective Gear** -- City Light will furnish protective equipment and first aid kits for the protection of employees called upon to perform work where such protective gear is required by law to perform the work in a safe manner. All employees will conduct themselves in a prudent manner and use such equipment when required by law.

**7.4                   Clothing and Equipment Allowance** -- City Light agrees to provide all classifications covered by this bargaining agreement, a lump sum payment for clothing and equipment used on the job. Journey level employees will receive \$375 per year. All others covered by the bargaining unit shall be paid \$600 for the same period. The payment shall be made in the regular paycheck in the first month of each contract year. Clothing and Equipment Allowance will be added to the February paycheck. Employees new to City Light shall receive a pro rata amount based upon the number of complete calendar months between their date of hire and the next January 1. Unusual necessary protective gear, such as hip and/or chest waders, shall be provided by the Employer. Journey level employees required to wear protective FR rated clothing will be allotted up to \$1,000 as per the City of Centralia Light Safety Program. Reimbursements or purchases will be made in accordance with Safety Program which is based on the budgeted Light Department safety expenditures.

**7.5                   Pay When Relieved From Duty** -- Employees relieved from duty, except for cause, during the first half of the shift shall receive not less than one-half day's pay; if relieved after having been on duty more than one-half day, such employees shall then receive a full day's pay, unless relieved at their own request, or on account of weather conditions. Whenever employees report to work during regular working hours and it is mutually agreed between City Light and the employees involved that weather conditions are such that work cannot be performed, the affected workers shall receive one hour's pay; provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions.

**7.6                   Payday** -- Bargaining unit employees will be paid at least twice a month, and the City will designate regular paydays. If a payday falls on a weekend or holiday, pay shall be distributed on the last workday before the weekend or holiday.

**7.7                   Working Outside of Classification** -- Except as otherwise expressly provided in this Agreement, when an employee is employed at two different classifications having different pay rates in the same day, the employee shall receive the highest rate of pay for the work actually done in one half (1/2) hour increments at the higher pay job classification, and be paid at his or her regular rate for the rest of the day.

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## 7.8 Meals

7.8.1 Meal time shall be 6:30 a.m. for breakfast, 12 noon or 12 midnight for lunch and 6:00 p.m. for dinner.

7.8.2 Lunch may be taken at the job site or at any other place convenient to the employees.

7.8.3 On a regular shift, 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30, one-half (1/2) hour may be taken for lunch time between the hours of 11:00 a.m. and 1:00 p.m. with no overtime allowed.

7.8.4 Returning to the shop will be at the discretion of the Line Foreman.

**7.9 Meal Expenses** -- When performing work on an overtime basis outside of the regular day or shift, or when called out to perform work at night or on an off day, City Light shall reimburse a reasonable amount to employees for meals purchased. In no case, however, shall it exceed the hourly straight time journeyman wage. In the event that it is not possible to take a meal break during the performance of such overtime or off day work, City Light shall pay an additional amount to each affected employee equivalent to the overtime wages for the meal period. Such reimbursement shall only apply in the event the employee has worked a minimum of three (3) hours.

**7.10 Drug Free Work Place Policy** -- The City and the Union are committed to providing a safe and healthy work environment and accordingly agree to follow the Centralia City policy in any instance where drug or alcohol abuse or other such illegal activity may be involved or suspected. Violation of the Drug Free Work Place Policy may include disciplinary action up to and including termination.

**7.11 Standard of Dress** -- It is the intent of the City and the Union that employees of the electric utility dress appropriately to meet the goals of safety, professional public image, and recognizability as City Light employees.

7.11.1 Clothing, jewelry, footwear or other apparel considered to be a risk to safe operations shall not be worn on the job. Also inappropriate is apparel displaying slogans or messages counter to the drug-free work place policy or displaying profane or obscene messages or political preference with respect to City elective positions. It is not the objective of either party to restrict freedom of speech, but to respect the sensitivities of the community-wide customer base of this public utility and recognize employee visibility as City Light representatives.

7.11.2 Any concerns of the parties with regards to application of the "Standard of Dress" policy will be brought to the Labor/Management Committee for resolution.

**7.12 Vehicle Usage** -- City Light vehicles will not be used for personal transportation unless otherwise approved by the General Manager, or his designee.

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## ARTICLE 8                    HOURS OF WORK

**8.1                    Work Schedule** -- Except where otherwise noted in this agreement, the day's work for all employees shall consist of eight (8) consecutive working hours, exclusive of meal breaks. All employees shall report to work at their regular shop in time so that work may begin or trucks may leave at 7:00 a.m. Hourly paid wages shall start at 7:00 a.m., and will regularly consist of an eight (8) hour day, with a half hour off for lunch, concluding at 3:30 p.m. Work shall begin at 8:00 a.m. and end at 4:30 p.m. for the following classifications of employees who regularly interact with the public:

Line Serviceman

The work week for all employees shall consist of five (5) working days in sequence, Monday through Friday, with two (2) consecutive days off.

### **8.2                    Overtime**

**8.2.1**                    Overtime shall be paid at the double time rate for all hours worked outside of regular shift hours and in excess of forty (40) hours per week.

**8.2.2**                    Employees working under such conditions, who are called out for duty four (4) hours or more before the beginning of their regular working hours or their shift hours, shall be paid at the overtime rate (except intermission for meals) from the time they are called until relieved from duty. Relief from duty shall be not less than eight (8) consecutive hours for employees, who are on overtime duty before regular working hours, and who have received an amount equivalent to eight (8) hours of straight time rate.

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

#### **8.2.4                    Travel for Training or Conferences**

While attending or traveling to attend training sessions, conferences, or seminars, and while in attendance at same, an employee will be paid per the following:

For travel during a normal workday: eight hours at the regular rate, regardless of the number of hours involved. Regular shift hours will not apply.

For weekend travel: actual travel hours up to eight hours per day at the regular rate, regardless of the number of hours involved up to 40 hours in the week, then overtime applies. Regular shift hours will not apply.

For conference or training session attendance: eight hours at the regular rate, regardless of the number of hours involved. Regular shift hours will not apply.

**8.3                    Comp Time** -- At the employee's options, overtime may be taken as pay or banked as compensatory time. The maximum an employee may have banked is eighty (80) hours throughout the year, however, only a maximum of forty (40) hours of compensatory time may be carried over to the following year.

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## 8.4 Emergency Call Out

8.4.1 When called from their home to perform work outside of regular working hours, employees shall receive not less than an amount equal to four (4) hours of their straight time pay. Pay shall be computed at the regular overtime rate from the time they leave their homes, except that no pay shall be allowed for time spent sleeping or eating.

8.4.2 Scheduled Call Out. Provided, however, that in the event that City Light notifies employees before leaving their regular daily work to report for duty after regular work hours, the employees shall be paid at the regular overtime rate for all such after duty work from the time they report to headquarters through the time they return to headquarters after completing the performance of this work.

8.4.3 Calls that do not require that the employee leave his/her home to report for work, but require a substantial amount of work be conducted, such as contacting customers and researching locations, and making follow up phone calls, will receive one hour of overtime. Documentation of the work performed must be received with the request of overtime, including call logs.

**8.5 Holidays** -- All employees covered by this Agreement shall be entitled to holidays with pay as follows: New Year's Day, Presidents' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and two floating holidays. When one of these designated holidays falls on a Saturday, the preceding Friday shall be the holiday. If the holiday falls on Sunday, the following Monday shall be the holiday.

8.5.1 When a holiday falls on a Powerhouse Operator's scheduled day off, the employee may choose to receive either 8 hours holiday pay or have 8 hours credited as a floating holiday in lieu of holiday pay.

**8.6 Holiday Eligibility Requirement** -- In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding, and their first regularly scheduled work day immediately following, the holiday, unless they are excused in writing by the General Manager from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of vacation leave, personal leave, sick leave, or other approved leave with pay. Excuses may be granted for other reasons at the sole and absolute discretion of the City Manager or General Manager. Employees who are not excused as provided above shall be considered ineligible.

**8.7 Holiday Pay** -- Employees required to work on holidays shall receive the holiday plus overtime rate. Employees in classifications whose function do not normally require holiday work, but who are specifically called out for emergency work on any scheduled holiday, shall be paid for the holiday, plus their regular overtime rate of pay for hours worked as provided for in this Agreement.

**8.8 Apprentices** -- City Light may train apprentices as required. Journeymen in appropriate classifications shall cooperate in providing such training to apprentices. Upon successful completion of six thousand (6,000) hours of the apprenticeship program and

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passing of the union journeymen test, an apprentice shall become a journeyman in his/her classification.

All Apprentice steps shall be listed as:

1. 1<sup>st</sup> Step
2. 2<sup>nd</sup> Step
3. 3<sup>rd</sup> Step
4. 4<sup>th</sup> Step
5. 5<sup>th</sup> Step
6. 6<sup>th</sup> Step

**8.9 Vacation and Sick Leave** -- All vacation leave, sick leave, and related matters shall be taken consistent with the provisions of City of Centralia Resolution 1870, passed on January 31, 1984, as amended on April 24, 1984, by Resolution No. 1888, as amended on November 27, 2007, by Resolution No. 2480. Without prior approval granted by the General Manager, no employee covered by this Agreement shall be allowed to be absent without paid leave.

8.9.1 All vacation and compensatory time shall be scheduled by the employee in advance and approved by the General Manager, or his designee in writing prior to taking time off.

Vacation time shall be scheduled and approved to provide for the most efficient and economical operation of City Light.

8.9.2 City Light shall not be required to permit more than two (2) employees from any work classification to be on vacation at the same time and shall be entitled to take into consideration the operation of City Light in order to approve vacation scheduling.

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

8.9.4 Sick Leave Exchange

8.9.4.1 Any employee covered by this contract who on January 1<sup>st</sup> has a minimum of 240 sick leave hours remaining may choose to exchange eight (8) hours of sick leave for one (1) personal holiday which is an eight (8) hour day of leave with all remaining hours of sick leave carried over to the next year; or

8.9.4.2 Any employee covered by this contract who on January 1<sup>st</sup> has a minimum of 480 sick leave hours remaining may choose to exchange sixteen (16) hours of sick leave for two (2) personal holidays which is sixteen (16) hours of leave with all remaining hours of sick leave carried over to the next year; or

8.9.4.3 Any employee covered by this contract who on January 1<sup>st</sup> has a minimum of 720 sick leave hours remaining may choose to exchange twenty-four (24) hours of that sick leave for three (3) personal holidays which is twenty-four (24) hours of leave with all remaining hours of sick leave carried over to the next year; or

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8.9.4.4 Any employee covered by this contract who on January 1<sup>st</sup> has a minimum of 960 sick leave hours remaining may choose to exchange thirty-two (32) hours of sick leave for four (4) personal holidays which is thirty-two (32) hours of leave with all remaining hours of sick leave carried over to the next year.

8.9.4.5 No one is **required** to make an exchange in any year or at any time.

8.9.4.6 Sick leave is earned at the rate of eight (8) hours per month and is not limited in annual hours during the year but limited to 960 hours carried over to the ensuing years.

**8.10 Longevity** The employer agrees to the following longevity pay program for employees covered by this agreement;

8.10.1 Commencing with an employee's seventy second (72<sup>nd</sup>) month of service, an employee shall begin receiving monthly longevity compensation equal to one point five percent (1.5%) of his or her base salary; or

8.10.2 Commencing with an employee's one hundred twentieth (120<sup>th</sup>) month of service, an employee shall begin receiving monthly longevity compensation equal to two point five percent (2.5%) of his or her base salary; or

8.10.3 Commencing with an employee's one hundred eightieth (180<sup>th</sup>) month of service, an employee shall begin receiving monthly longevity compensation equal to three percent (3%) of his or her base salary; or

8.10.4 Commencing with an employee's two hundred fortieth (240<sup>th</sup>) month of service, an employee shall begin receiving monthly longevity compensation equal to three point five percent (3.5%) of his or her base salary; or

8.10.5 Commencing with an employee's three hundredth (300<sup>th</sup>) month of service, an employee shall begin receiving monthly longevity compensation equal to four percent (4%) of his or her base salary.

## **ARTICLE 9                   HEALTH AND WELFARE**

**9.1 Medical, Dental & Vision Coverage** - Effective January 1, 2016 employees will be covered by Family Medical Care Plan (FMCP) Plan 16 Medical, Dental and Vision. The City will pay ninety percent (90%) of the composite employee, spouse and dependent premium cost and each employee will pay ten percent (10%).

9.1.1 The composite rate shall be established at the end of the open enrollment period for the following year. The composite rate will include Light, Water, Wastewater and Engineering.

9.2 City Light agrees that the current life insurance plan shall be maintained at \$100,000 for the duration of this contract.

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## ARTICLE 10 MISCELLANEOUS

**10.1 Seniority** -- The following seniority rules shall apply separately to each group of employees covered by this Agreement, within each classification.

10.1.2 An employee's seniority shall be based on the original date of the employee's continuous employment with Centralia City Light. Classification seniority shall be based on the employee's start date in that classification.

10.1.3 City Light shall construct and post a seniority list upon effective date of this Agreement. The list shall be based on length of service and time served in classification. This list shall remain in effect, without change except for deviations and updates which are mutually agreed to by the City and the Union.

10.1.4 The first six (6) months of employment shall constitute a probationary period, during which time seniority does not apply. After the first six (6) months of employment, all names must appear on seniority lists as of the first day of employment. The probationary period may be extended by mutual agreement of City Light and the Union.

10.1.5 When an Apprentice becomes a Journeyman, the Apprentice's seniority date as a Journeyman shall be counted from the time the Apprentice started his/her sixth period, however, no Apprentice shall accumulate more than one (1) year of Journeyman seniority as a result of his/her sixth period Apprentice classification.

10.1.6 City Light shall fill all Personal Leave and temporary vacancies by advancing the regular employees according to their seniority, and ability. In no case shall the City bring in new employees except in the lowest brackets of the classification, without the agreement of the Union. This shall not preclude the City from filling temporary vacancies in any classification, for a period of up to six (6) months.

10.1.7 An employee with two or more years of continuous service in the bargaining unit, who requests to be transferred, or bids to duties in another classification will not lose their original classification seniority rating if he/she returns to their original classification within two years of having transferred.

10.1.8 If it becomes necessary to lay off any City Light employee having more than six (6) months employment due to lack of work, City Light seniority shall govern and employees laid off shall receive hiring preference when openings occur for employment.

- A) In the event of a change in technology or automation that would result in the elimination or reduction of employees, the Union and the City will meet to discuss and bargain the impact of such change.
- B) In case of a reduction in force in any of the above mentioned groups, the employees will take the position of the employee junior in their group or classification.

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

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

- A) Length of continual service.
- B) Knowledge, physical ability, training ability, skill, adaptability and efficiency.
- C) Physical fitness.

10.1.11 Project management can be overseen by a quality control designated employee based on Chapter 296-45 WAC.

## **10.2 Job Bidding and Award Procedure**

10.2.1 In bidding on a vacancy or new position, any employee of City Light may submit to a bid on any job posted as vacant. The senior employee in the classification, if qualified, shall receive first consideration.

10.2.2 The City need not consider the bid of an employee who in the City's opinion does not possess the knowledge, physical ability, skill, public relations ability, adaptability, and skills to do the job in a professional and constructive manner. In making appointments to vacancies in jobs involving personal contact by the employee with the public or requiring specific technical skills or jobs in which the employee must lead and direct other employees, the City shall consider the bids of employees submitted as herein provided, but the City may nevertheless make appointments to such vacancies on the basis of ability and personal qualifications.

10.2.3 Seniority for competent employees shall be exercised when vacancies occur or new jobs are created. The vacancies shall be posted for Bid, for period of not less than seven (7) working days, at City Light Operations Centers, and a copy of the bid notice shall be furnished to the Union through the Shop Steward. For the convenience of the City, temporary assignments may be made for a period of thirty (30) calendar days until the bids are received and the proper assignments made. Bids must be received by the City before the closing date specified on the Bid. An employee shall not be required to exercise his/her seniority and shall not sacrifice any future rights to bid on vacancies through failure to do so. If an employee is on personal leave or sick, the employee will be notified of job openings at City Light, and shall be given an equal opportunity to bid.

10.2.4 Any regular full-time vacancy shall be opened for bid. The time of probable duration of a job shall be stated on the notice of bid. For bidding purposes jobs that last over six months shall be considered regular full-time.

10.2.5 A copy of the specifications of a job opened for bid shall be furnished to the Union through the Shop Steward, and before the job is permanently assigned, a list of employees bidding on the job shall be furnished to the Union through the Shop Steward. Notice of the employee awarded the job shall also be furnished to the Union through the Shop Steward.

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10.2.6 All bidders for posted job vacancies shall be notified within one (1) week of the awarding of the Bid. In the event of an unusual delay in awarding the Bid, the Union shall be notified of such delay.

10.2.7 All bidders for a General Foreman position must have a minimum of seven (7) years' experience as a Journeyman Lineman with five (5) years' experience as a Line Crew Foreman preferred which are directly engaged in the operation and construction of electric utility distribution and transmission systems. Any combination of education and experience which provides the applicant with the desired ability, knowledge, and leadership skills, to perform the job may be considered. Journeyman training and practical experience working as a Line Crew foreman is required.

10.2.8 Any Journeyman Lineman bidding on a Foreman's position shall have had not less than five (5) years experience as a Journeyman Lineman.

10.2.9 Any Journeyman Substation Operator bidding on a Chief Substation Operator's position shall have had not less than five (5) years experience as a Journeyman Substation Operator or Wireman.

10.2.10 Any Journeyman Meter Technician bidding on a Meter Technician Foreman position shall have had not less than five (5) years experience as a Journey Meter Technician.

10.2.11 Any Journeyman Powerhouse Operator bidding on a Chief Powerhouse Operator position shall have had not less than five (5) years experience as a Powerhouse Operator.

**10.3 Union Bulletin Boards** -- City Light shall supply bulletin boards for the use of the Union in posting officially signed Union Bulletins.

**10.4 Height Hazard** -- All individuals employed to work seventy-five (75) feet above the ground or higher shall be paid at the rate of double time while working at such height. This rule shall not apply when individuals are working on the roofs of buildings where no exceptional hazard exists.

**10.5 Discrimination Prohibited** -- Neither the City, nor the Union, shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, or sex.

## **ARTICLE 11 GRIEVANCES, ARBITRATIONS, AND DISCIPLINE**

**11.1 Definition of Grievance** -- A grievance is a dispute or difference of opinion raised by an employee or a group of employees with respect to a single common issue covered by this Agreement against the department involving as to them the meaning, interpretation, or application of the expressed provisions of this Agreement.

**11.2 Grievances and Arbitration** -- Any dispute between the City and the Union concerning an interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. All grievances shall be processed only in accordance with this Article.

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11.2.1 Step 1 -- In the event that the Union and the aggrieved employee elect to process a grievance, the Shop Steward or Business Representative, with the participation of the aggrieved employee, shall take the grievance up with the supervisor responsible for implementing the action being grieved. At this first stage, there is no requirement that the grievance be reduced to writing and all efforts should be made to resolve the grievance informally. Nonetheless, all grievances shall be brought to Step 1 stage within fifteen (15) working days of the knowledge of any alleged contract violation.

11.2.2 Step 2 -- If the grievance is not resolved at the Step 1 stage, the Union shall then reduce the grievance to writing and specifically reference the Article and section of this contract which the grieved actions allegedly violate. Management shall be under no obligation to consider the grievance at the Step 2 process unless a specific Article and Section is referenced by the Union in the written grievance. The written grievance shall be submitted to the City Light General Manager within ten (10) working days of Step 1 answer, whether that answer be oral or written. In the event that the grievance is not resolved to the satisfaction of the parties at the Step 2 level, the General Manager shall provide the Union with a written response to the grievance within ten (10) working days of its receipt by the General Manager.

11.2.3 Step 3 -- In the event that the grievance is not resolved at Step 2, the Union shall submit a copy of the original written grievance and the General Manager's reply to the City Manager within twenty (20) working days. The City Manager shall reply in writing within twenty (20) working days after having received the Step 3 grievance.

11.2.4 Step 4 -- If the grievance is not resolved at Step 3, it may be referred to arbitration by either party, and the arbitration shall be conducted under rules promulgated by the State of Washington Public Employment Relations Commission. If the parties are unable to agree on the selection of a neutral arbitrator, they shall request the assignment of an arbitrator from the Public Employment Relations Commission or, in the alternative, obtain a list of seven arbitrators from the Public Employment Relations Commission and alternately strike names until one arbitrator is left.

11.2.5 Matters may only be referred to arbitration if requested in writing within twenty (20) working days after the receipt of the City Manager's written response to the Step 3 grievance. The reference to arbitration must include separate paragraphs describing:

11.2.6 The question or questions at issue.

11.2.7 The remedy sought by the party seeking arbitration. The parties agree to abide by the award made in connection with any arbitration proceeding. There shall be no suspension of work, slow-down, or curtailment of services while any grievance is in the process of adjustment or arbitration. In connection with any arbitration proceeding held under this agreement, it is agreed:

11.2.8 The arbitrator shall have no power to tender a decision that will add to, subtract from, or alter in any way the terms of this Agreement, and the arbitrator's power shall be limited to the interpretation or application of the express terms of this Agreement to the grievance before him, and all other matters shall be excluded from arbitration.

11.2.9 The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employee involved.

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11.2.10 The cost of arbitration shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

11.2.11 Either party may request a court reporter for the purpose of preparing a verbatim transcript of the grievance hearing.

11.2.12 The cost of the court reporter and a written transcript for the arbiter, if prepared, shall be borne by the party requesting the court reporter. Each party shall be responsible for purchasing its own copy of any written transcript; provided, however, if both parties purchase a transcript, then all costs for the court reporter and the transcripts shall be divided equally.

11.2.13 The arbitrator's decision shall be made in writing and shall be issued to the parties pursuant to a timetable mutually agreed upon between the parties and the arbitrator at the close of the hearing.

**11.3 Discipline** -- City Light retains the right to exercise discipline in the interest of good service and the proper conduct of its business, and all such discipline shall be exercised using just cause standards.

11.3.1 In the event that an employee is terminated or suspended, City Light shall provide him with a written explanation of the grounds for such action within twenty-four (24) hours of the termination or suspension.

11.3.2 Employees dissatisfied with the exercise of any discipline affecting them may grieve such actions through the grievance process.

## **ARTICLE 12        No Strike/No Lockout**

**12.1        No Strike/No Lockout** - The City is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed on both the City and its employees, and members of said Local No. 77. The employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions, likewise the City shall not lockout its employees. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City.

## **ARTICLE 13        UNION SECURITY**

**13.1        Union Maintenance Cost** -- All employees of Centralia City Light coming within the classifications covered by this Agreement who voluntarily consent to join and pay dues shall be members of the Union in good standing.

**13.2        Dues Indemnification** -- The Union shall indemnify the City, and any department of the City, and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City, or any department of the City, for the purpose of complying with the provisions of this section. The Union shall provide the City with thirty (30) days advance notice of any changes in deductible Union dues/fees.

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## ARTICLE 14                    LABOR/MANAGEMENT COMMITTEE

**14.1                    Labor/Management Committee** -- City Light and the Union shall establish a labor-management committee composed of the General Manager, or his designee, and two (2) additional management representatives, the business representative, or his designee, and two (2) additional Union members. The committee shall meet quarterly; upon mutual agreement a quarterly meeting may be cancelled. Additional meetings may be called upon request by either party to discuss contract or non-contract issues affecting the employees under this agreement. Agenda shall be provided by the moving party one week prior to meeting.

14.1.1                The committee shall meet during regular working hours or during non-working hours by agreement of the parties. Employees serving on the committee as Union members will be considered as being on Union business when such committee meets during regular working hours, and the city will pay the employees regular salary and shall be reimbursed by the Union for such payments.

14.1.2                The committee shall function in a consultant capacity, and shall not be considered as a decision-making body. Further, the committee shall have no authority to amend the terms of this Agreement, except in conformance with the requirements for such amendments.

## ARTICLE 15                    WAGES

**15.1                    Wages** -- Employees are listed by classification, salary range and step on Appendix A, which is attached to this Agreement.

## ARTICLE 16                    TERM AND MODIFICATION

**16.1                    Term of Agreement** -- This Agreement shall extend from January 1, 2023 to December 31, 2025, and from year to year thereafter unless either party notifies the other ninety (90) days prior to January 1 of any year of its desire to terminate or amend same. If an amendment is desired, the substance thereof shall be contained in such notice.

Entered into by and between the City of Centralia and the International Brotherhood of Electrical Workers Union Local No. 77 this 17 day of April, 2023.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS UNION  
LOCAL NO. 77

BY: Rex Habner  
Rex Habner  
Business Manager

BY: Stephen M. Cant  
Stephen M. Cant, CIH  
Business Representative

CITY OF CENTRALIA

BY: Rob Hill  
Rob Hill, City Manager

## APPENDIX A

### CITY OF CENTRALIA, WASHINGTON AND LOCAL UNION NO. 77 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

A.1 Effective January 1, 2023 all IBEW Light employees hourly wage rates shall be listed below reflecting a general wage increase (GWI) of four point five (4.5%) percent.

Plus five (5%) percent wage adjustment for the following positions:

- Engineering Tech I
- Engineering Tech II
- Engineering Tech III
- Engineering Tech IV

Plus three (3%) percent wage adjustment for the following positions:

- Canal Tech
- Lead Canal Tech
- Canal Maintenance Supervisor
- Dam Tech
- Hydro Maintenance Tech

Plus one point five (1.5%) percent wage adjustment for the following positions:

- Warehouseman

Groundman - 70% of Journeyman Lineman wage

Plus one (1%) percent Wage Adjustment for the following positions:

- All Journeyman level craft positions

**2023 Wage Table**

<u>Classification</u>	<u>Hourly Rate</u>
General Foreman (117%)	\$65.50
Line Foreman (114%)	\$63.82
Lineman	\$55.98
Line Serviceman (103.5%)	\$57.94
Apprentice Lineman	
1 <sup>st</sup> sixth months (74%)	\$41.43
2 <sup>nd</sup> sixth months (77%)	\$43.10
3 <sup>rd</sup> sixth months (80%)	\$44.78
4 <sup>th</sup> sixth months (84.5%)	\$47.30
5 <sup>th</sup> sixth months (89%)	\$49.82
6 <sup>th</sup> sixth months (95%)	\$53.18
Line Equipment Operator	\$45.09

<b><u>2023 Classification – (cont.)</u></b>	<b><u>Hourly Rate</u></b>
Groundman (70%)	\$39.19
Chief Powerhouse Operator (114%)	\$63.82
Powerhouse Operator	\$55.98
Powerhouse Apprentice	
1 <sup>st</sup> sixth months (74%)	\$41.43
2 <sup>nd</sup> sixth months (77%)	\$43.10
3 <sup>rd</sup> sixth months (80%)	\$44.78
4 <sup>th</sup> sixth months (84.5%)	\$47.30
5 <sup>th</sup> sixth months (89%)	\$49.82
6 <sup>th</sup> sixth months (95%)	\$53.18
Relief Operator	\$55.98
Instrument & Control Technician	\$55.98
Canal Maintenance Supervisor	\$46.44
Lead Canal Technician (107% of Canal Tech wage)	\$39.93
Canal Technician	\$37.32
Dam Technician	\$37.32
Hydro Maintenance Technician	\$36.38
Chief Storekeeper/Buyer (85%)	\$47.58
Warehouseman	\$39.10
Engineering Tech I	\$39.47
Engineering Tech II	\$42.26
Engineering Tech III	\$45.66
Engineering Tech IV	\$48.79
Chief Substation Operator (114%)	\$63.82
Substation Operator	\$55.98
Wireman Relay Technician (107%)	\$59.90
Apprentice Substation Operator	
1 <sup>st</sup> sixth months (74%)	\$41.43
2 <sup>nd</sup> sixth months (77%)	\$43.10
3 <sup>rd</sup> sixth months (80%)	\$44.78
4 <sup>th</sup> sixth months (84.5%)	\$47.30
5 <sup>th</sup> sixth months (89%)	\$49.82
6 <sup>th</sup> sixth months (95%)	\$53.18
Meter Technician Foreman (114%)	\$63.82
Journey Meter Technician	\$55.98
Apprentice Meter Technician	
1 <sup>st</sup> sixth months (74%)	\$41.43
2 <sup>nd</sup> sixth months (77%)	\$43.10
3 <sup>rd</sup> sixth months (80%)	\$44.78
4 <sup>th</sup> sixth months (84.5%)	\$47.30
5 <sup>th</sup> sixth months (89%)	\$49.82
6 <sup>th</sup> sixth months (95%)	\$53.18
Technical Assistant	\$32.69
Technical Assistant II	\$35.32

A.2 Effective January 1, 2024 the 2023 base hourly wage rates for all IBEW Light employees shall be increased by three point five (3.5%) percent.

Plus one (1%) percent wage adjustment for the following positions:

- All Journeyman level craft positions.

**2024 Wage Table**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
General Foreman (117%)	\$68.47
Line Foreman (114%)	\$66.71
Lineman	\$58.52
Line Serviceman (103.5%)	\$60.57
Apprentice Lineman	
1 <sup>st</sup> sixth months (74%)	\$43.30
2 <sup>nd</sup> sixth months (77%)	\$45.06
3 <sup>rd</sup> sixth months (80%)	\$46.82
4 <sup>th</sup> sixth months (84.5%)	\$49.45
5 <sup>th</sup> sixth months (89%)	\$52.08
6 <sup>th</sup> sixth months (95%)	\$55.59
Line Equipment Operator	\$46.67
Groundman (70%)	\$40.96
Chief Powerhouse Operator (114%)	\$66.71
Powerhouse Operator	\$58.52
Powerhouse Apprentice	
1 <sup>st</sup> sixth months (74%)	\$43.30
2 <sup>nd</sup> sixth months (77%)	\$45.06
3 <sup>rd</sup> sixth months (80%)	\$46.82
4 <sup>th</sup> sixth months (84.5%)	\$49.45
5 <sup>th</sup> sixth months (89%)	\$52.08
6 <sup>th</sup> sixth months (95%)	\$55.59
Relief Operator	\$58.52
Instrument & Control Technician	\$58.52
Canal Maintenance Supervisor	\$48.07
Lead Canal Technician (107% of Canal Tech wage)	\$41.33
Canal Technician	\$38.63
Dam Technician	\$38.63
Hydro Maintenance Technician	\$37.65
Chief Storekeeper/Buyer (85%)	\$49.74
Warehouseman	\$40.47
Engineering Tech I	\$40.85
Engineering Tech II	\$43.74
Engineering Tech III	\$47.26
Engineering Tech IV	\$50.50
Chief Substation Operator (114%)	\$66.71
Substation Operator	\$58.52
Wireman Relay Technician (107%)	\$62.62

<b>2024 Classification – (cont.)</b>	<b>Hourly Rate</b>
Apprentice Substation Operator	
1 <sup>st</sup> sixth months (74%)	\$43.30
2 <sup>nd</sup> sixth months (77%)	\$45.06
3 <sup>rd</sup> sixth months (80%)	\$46.82
4 <sup>th</sup> sixth months (84.5%)	\$49.45
5 <sup>th</sup> sixth months (89%)	\$52.08
6 <sup>th</sup> sixth months (95%)	\$55.59
Meter Technician Foreman (114%)	\$66.71
Journey Meter Technician	\$58.52
Apprentice Meter Technician	
1 <sup>st</sup> sixth months (74%)	\$43.30
2 <sup>nd</sup> sixth months (77%)	\$45.06
3 <sup>rd</sup> sixth months (80%)	\$46.82
4 <sup>th</sup> sixth months (84.5%)	\$49.45
5 <sup>th</sup> sixth months (89%)	\$52.08
6 <sup>th</sup> sixth months (95%)	\$55.59
Technical Assistant	\$33.83
Technical Assistant II	\$36.56

A.3 Effective January 1, 2025 the 2024 base hourly wage rates for all IBEW Light employees shall be increased by three point five (3.5%) percent.

Plus two point five (2.5%) percent wage adjustment for the following positions:

- All Journeyman level craft positions.

**2025 Wage Table**

<b>Classification</b>	<b>Hourly Rate</b>
General Foreman (117%)	\$72.63
Line Foreman (114%)	\$70.77
Lineman	\$62.08
Line Serviceman (103.5%)	\$64.25
Apprentice Lineman	
1 <sup>st</sup> sixth months (74%)	\$45.94
2 <sup>nd</sup> sixth months (77%)	\$47.80
3 <sup>rd</sup> sixth months (80%)	\$49.66
4 <sup>th</sup> sixth months (84.5%)	\$52.46
5 <sup>th</sup> sixth months (89%)	\$55.25
6 <sup>th</sup> sixth months (95%)	\$58.98
Line Equipment Operator	\$48.30
Groundman (70%)	\$43.46

<b><u>2025 Classification – (cont.)</u></b>	<b><u>Hourly Rate</u></b>
Chief Powerhouse Operator (114%)	\$70.77
Powerhouse Operator	\$62.08
Powerhouse Apprentice	
1 <sup>st</sup> sixth months (74%)	\$45.94
2 <sup>nd</sup> sixth months (77%)	\$47.80
3 <sup>rd</sup> sixth months (80%)	\$49.66
4 <sup>th</sup> sixth months (84.5%)	\$52.46
5 <sup>th</sup> sixth months (89%)	\$55.25
6 <sup>th</sup> sixth months (95%)	\$58.98
Relief Operator	\$62.08
Instrument & Control Technician	\$62.08
Canal Maintenance Supervisor	\$49.75
Lead Canal Technician – (107% of Canal Tech wage)	\$42.78
Canal Technician	\$39.98
Dam Technician	\$39.98
Hydro Maintenance Technician	\$38.97
Chief Storekeeper/Buyer (85%)	\$52.77
Warehouseman	\$41.89
Engineering Tech I	\$42.28
Engineering Tech II	\$45.27
Engineering Tech III	\$48.91
Engineering Tech IV	\$52.27
Chief Substation Operator (114%)	\$70.77
Substation Operator	\$62.08
Wireman Relay Technician (107%)	\$66.43
Apprentice Substation Operator	
1 <sup>st</sup> sixth months (74%)	\$45.94
2 <sup>nd</sup> sixth months (77%)	\$47.80
3 <sup>rd</sup> sixth months (80%)	\$49.66
4 <sup>th</sup> sixth months (84.5%)	\$52.46
5 <sup>th</sup> sixth months (89%)	\$55.25
6 <sup>th</sup> sixth months (95%)	\$58.98
Meter Technician Foreman (114%)	\$70.77
Journey Meter Technician	\$62.08
Apprentice Meter Technician	
1 <sup>st</sup> sixth months (74%)	\$45.94
2 <sup>nd</sup> sixth months (77%)	\$47.80
3 <sup>rd</sup> sixth months (80%)	\$49.66
4 <sup>th</sup> sixth months (84.5%)	\$52.46
5 <sup>th</sup> sixth months (89%)	\$55.25
6 <sup>th</sup> sixth months (95%)	\$58.98
Technical Assistant	\$35.01
Technical Assistant II	\$37.84