

**2014
Agreement**

Between

**Southwestern Public Service
Company/
Xcel Energy**

AND

**International Brotherhood
of
Electrical Workers**

Local No. 602

**Contract Years
November 1, 2014 – October 31, 2016**

Amarillo, Texas

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AGREEMENT

This AGREEMENT, initially entered into March 1, 1947, between the Southwestern Public Service Company, hereinafter called the "Company", and Local Union No. 602 of the International Brotherhood of Electrical Workers, hereinafter called the "Union."

BASIC PRINCIPLES

The Company 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 Company, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Company and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

As Amended November 1, 2014 EFFECTIVE DATE - TERMINATIONS - AMENDMENTS

EFFECTIVE DATE

SECTION 1.

- A. This agreement shall bind the successor of the Company by merger or consolidation as to the provisions and territory covered by this agreement.
- B. This agreement shall be effective November 1, **2014**, and shall remain in effect until October 31, 2016. It shall continue in effect year to year thereafter unless changed or terminated in the way provided therein.

NOTICE

SECTION 2.

Either party desiring to change or terminate this agreement, except as stated above, must notify the other in writing at least sixty (60) days prior to November 1, **2016**, or sixty (60) days prior to November 1, of any year thereafter. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

GENERAL NEGOTIATIONS

The parties agree that amendments to the Agreement regarding Article 1, Section 2 (General Negotiations) will be subject to ratification by the Union.

AMENDMENT

SECTION 3.

This agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendments shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as in this agreement, and be approved by the International Office of the Union.

WORK STOPPAGE

SECTION 4.

During the term of this agreement, there shall be no stoppage of work either by strike or lockout. All grievances and disputes shall be adjusted as stated herein.

ARBITRATION

SECTION 5.

In the event that the parties hereto are unable to agree on changes duly proposed in accordance with Section 2 of this Article, within the sixty (60) day period, then and in such event the proposed changes shall be adjusted by arbitration as hereinafter provided.¹

SUCCESSOR CLAUSE

SECTION 6.

This agreement when executed by the parties hereto, shall be binding upon the Union and the Employer, their transferees, successors, heirs, executors, administrators, assigns, receivers in bankruptcy, receivers in equity, trustees or any such other equivalent designee shall be required to recognize and bargain with the Union and/or assume the obligations contained in this agreement only to the extent required by federal labor law.

¹ The continuation of interest arbitration is subject to the outcome of the arbitration currently scheduled with Arbitrator Bennett on September 12, 2016.

- A. Notice to the Union: Before any sale, assignment or any other change in name or ownership of Company in whole or in part, the Employer shall advise the Union in writing one (1) month in advance of any such sale or assignment or transfer, or any other change in name or ownership.
- B. Responsibility of Employer to inform New Ownership: Before any sale, assignment or any other change in name or ownership of Company in whole or in part made by the Employer, the new ownership shall be fully informed as to all terms and conditions of this agreement.

ARTICLE II

As Amended November 1, 2011

GRIEVANCES – ARBITRATION

SETTLEMENT OF CONTROVERSY

SECTION 1.

- A. Any question or controversy arising between the Company and the Local Union shall first be referred for adjustment to the Steward and/or the Business Manager of the Local Union and the immediate supervisor of the department involved within 30 days of knowledge of the controversy. Controversies not referred for adjustment within 30 days of knowledge will be deemed untimely and without merit.
- B. In the event the representatives of the parties referred to above are unable to settle the question or controversy within 30 days, the Business Manager of the Local Union and such other representatives as may be desired will take the matter up with the next level of management on the current organizational chart of the Company, or its authorized representative(s).
- C. In the event the parties referred to above are unable to settle the question or controversy within 30 days, upon receipt of the decision of the above meeting the grieving party shall have 20 days to request in writing FMCS mediation. The parties agree that up to (2) two employees shall be excused from their regular duties for up to **(8)** eight hours each, without loss of straight time pay, however the Company will not be responsible for any transportation or expenses for such employees.

- D. In the event the parties referred to in **Section C** above are unable to settle the question or controversy the grieving Party will have seventy-two (72) hours to request Arbitration.
- E. The Arbitrator will be selected from a panel of 7 from the Federal Mediation and Conciliation Service.
- F. The Arbitrator shall hear and determine all disputes presented to him/her in accordance with the rules associated with FMCS. The decision of the Arbitrator shall be final and binding upon the parties hereto.
- G. The Arbitrator shall have no authority to change any of the provisions of this Agreement, except as provided for in Article I.
- H. Each party shall bear the expense of preparing and presenting its own case. The expense of the Arbitrator and incidental expenses of Arbitration shall be borne equally by the parties hereto.
- I. In the event employees of the Company are required to appear before the Arbitrator to assist in the adjustment of any dispute or controversy, the parties agree that up to (2) two employees shall be excused from their regular duties for up to (8) eight hours each, without loss of straight time pay, however the Company will not be responsible for any transportation or expenses for such employees. The number of employees called for such hearings at any time shall not be such as to disrupt the service and none shall be called until a 5 business day written notice has been given to the Department Head in charge.

ACCIDENT INVESTIGATION COMMITTEE

SECTION 2.

The interested Steward or his representative shall be included in all accident investigation committees investigating accidents concerning bargaining unit employees.

ARTICLE III

As Amended November 1, 2002

COMPANY RIGHTS - UNION RIGHTS

EXCLUSIVE BARGAINING AGENCY

SECTION 1.

Local Union No. 602 of the International Brotherhood of Electrical Workers is recognized as the sole and exclusive bargaining agency for all production and maintenance employees of the Company, but excluding all local managers, part-time employees, office and clerical employees, watchmen and guards, professional employees, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

TEMPORARY EMPLOYEES

SECTION 2.

UNION ORIENTATION WITH NEW EMPLOYEE:

All new employees shall be considered as temporary employees until they have been employed for a period of ninety (90) days, and such employees shall be employed on an hourly rate of pay based on the scale of wages as authorized in this agreement. After new employees have been employed for ninety (90) days, they shall become regular employees and shall be paid on a monthly basis on the scale of wages as authorized in this agreement. The Company will allow a union Steward or his representative a reasonable amount of time for orientation with all new employees.

UNION/COMPANY RIGHTS

SECTION 3.

- A.** The Union recognizes that the management of the Company and directing of the working forces, including the right to hire, suspend or discharge for just cause, promote and transfer as outlined herein, demote for just cause, are vested in and reserved to the Company, subject, however, to such limitations as may be imposed by this agreement.
- B.** The Company recognizes the right of the Union to appoint a Steward or assistant where employees are employed under the terms and conditions of this agreement. The Steward or his assistant will not be discriminated against because of his faithful performance of his duties as Steward.
- C.** The Company has the right to implement reasonable employee policies including, but not limited to those listed in the Employee Handbook. The Company will give notice to the Union 30 days before policies are implemented to allow

the parties the opportunity to discuss prior to implementation. To the extent a policy is implemented that conflicts with a clear and defined provision of the agreement, the agreement shall take precedent.

The SPS Personnel Policies Procedure Manual and the SPS Employee Handbook are null and void, and are replaced with the current "Xcel Employee Handbook".

- D.** It is understood that in the event mandatory laws or government rules or regulations applicable to, or in conflict with any of the provisions of this Agreement, shall become effective and binding upon the parties hereto, this Agreement shall be modified by negotiations to the extent required thereby.
- E.** The Company has the right to implement training requirements including, but not limited to those currently established. The Company will give notice to the Union 30 days before training requirements are implemented to allow the parties the opportunity to discuss prior to implementation.

UNION DUES

SECTION 4.

- A.** The Union and the Company agree that upon receipt of an authorization from employees of the Company, who are members of Local Union No. 602 of the International Brotherhood of Electrical Workers, the Company shall deduct from the wages of such employees dues and assessments in the amounts fixed in accordance with the By-Laws of the Local Union No. 602 and the Constitution of the International Brotherhood of Electrical Workers.
- B.** The deduction will be made from the first paycheck of each month for the current month and the same paid to the Financial Secretary of Local Union No. 602 of the International Brotherhood of Electrical Workers on or before the fifth day of the following month.
- C.** The authorization for deduction shall comply with both State and Federal Laws and shall be in the following form:

UNION DUES DEDUCTION

"I hereby authorize and direct Southwestern Public Service Company to deduct from my pay, an amount equal to the dues and initiation fees in the amounts fixed in accordance with the By-Laws of Local Union No. 602 and the Constitution of the International Brotherhood of Electrical Workers, and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the employer and the Union."

"This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union." "This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner; without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the anniversary of this authorization. The payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes."

Name (printed)

Signature

Date

Department

- D. The Union agrees to indemnify and save harmless the Company against any and all claims, demands, suits, and other forms of liability that may or shall arise out of or by reason of action taken or not taken by the Company in reliance upon the authorization submitted to the Company.

ARTICLE IV

As Amended November 1, 2014

**GENERAL WORKING RULES AND CONDITIONS FOR EMPLOYMENT
FOR DEPARTMENTS COVERED BY THIS AGREEMENT**

WORK SCHEDULE

SECTION 1.

- A. Where a single daylight shift is worked, eight (8) hours shall constitute a regular day's work. The eight (8) hours worked shall begin at 8:00 a.m. and end at 5:00 p.m. with a lunch period beginning at 12:00 noon or as mutually agreed upon with local work units. If lunch periods are one half (1/2) hour, quitting time would become 4:30 p.m.

At the request of a customer or under circumstances where customers will not grant clearances at other times, an employee may be required to take his regularly scheduled lunch period either one hour early or one hour late; and wages will not be paid for time consumed during the

lunch period. If a job is of such urgency that a normal lunch period cannot be taken between the hours specified above, then lunches will be eaten as quickly as possible and work resumed without loss of pay.

- B.** The work schedule shall be Monday through Friday, except that the workweek for Servicemen and Garagemen shall consist of seven (7) consecutive days beginning at 12:01 a.m. Monday and ending at 12:00 midnight Sunday. Servicemen and Garagemen shall work five (5) days of the seven (7) day workweek according to their schedules. The regular work schedule will be five (5) consecutive workdays.
- C.** Where two (2) or more shifts are worked, any eight (8) consecutive hours shall constitute a workday. Five (5) consecutive days shall be the regular work period in each workweek, Saturdays, Sundays, and holidays included. The days off shall be consecutive, and shifts shall continue to be rotated as mutually agreed upon at each plant or service location.
- D.** Where two (2) or more shifts are worked, the schedules may be so arranged that the last five (5) days of one (1) workweek and the first five (5) days of the following workweek may all be regular workdays, so that the regular working schedule shall be ten (10) consecutive workdays and four (4) consecutive days off.
- E.** Employees classified as Shift Workers shall receive a shift differential for the straight time hours worked (or portion thereof) during the night shift hours. Shift workers are classified as Power Plant Operators, Transmission Control Operators, and Distribution Dispatchers. For the purpose of this provision the night shift hours are defined as any hours worked between 7:00 pm and 7:00 am.
 - a. The rate of the Shift Differential will be an increase of .50 cents an hour for all straight time hours worked fitting the definition above.
 - b. Employees will not be eligible for the shift differential if earning a rate other than the straight time rate.

HOLIDAYS

SECTION 2.

- A.** Holidays shall be New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, or days celebrated as such. A floating holiday may be taken with one (1) week's notice or by mutual consent.

- B.** When an employee works a five (5) consecutive day work schedule with two (2) consecutive days off, the employee shall celebrate the exact date upon which the holiday falls, except when the actual holiday falls on the sixth (6th) day of the employee's work schedule (first day off), the employee shall celebrate the day preceding the sixth (6th) day as his holiday; or if the actual holiday falls on the employee's seventh (7th) day of the employee's work schedule (second (2nd) day off), the employee shall celebrate the succeeding regular scheduled workday as his holiday. The Company shall determine whether the employee shall work or take the day off.
- C.** When an employee works a schedule of ten (10) consecutive workdays and four (4) consecutive days off, he shall celebrate the exact date upon which the holiday falls, except when the holiday falls on the employee's first (1st) or second (2nd) day off, the employee shall celebrate the regular scheduled workday preceding his days off as his holiday; or if the actual holiday falls on his third (3rd) or fourth (4th) day off, the employee shall celebrate the first (1st) succeeding regular scheduled workday as his holiday. The Company shall determine whether the employee shall work or take the day off.
- D.** If Christmas Eve Day falls on one of an employee's days off or Christmas reverts back to Christmas Eve Day, then it is understood that the employee will observe Christmas Eve Day on his last regular workday prior to the day he observes Christmas.

HOLIDAY PAY

SECTION 3.

- A.** In the event a holiday falls within an employee's regular schedule and he is not required to report for regular duty or emergency work, he shall receive the regular monthly rate of pay based on the scale of wages as authorized in this agreement.
- B.** Should the employee be required to report for regular duty or emergency work, he shall receive additional time and one-half (1-1/2) based on the hourly scale of wages as authorized in this agreement for the hours worked during his regular schedule.
- C.** The employee shall receive double straight-time pay based on the hourly scale of wages as authorized in this agreement for the hours worked outside of his regular schedule on Holidays.

OVERTIME

SECTION 4.

All work performed outside the regularly scheduled workday shall be paid for at the rate of time and one-half, except as otherwise provided herein.

A. SCHEDULED OVERTIME

Any overtime that has been scheduled (minimum of eight hours notice prior to reporting) shall be paid at time and one-half (1-1/2) except on Holidays and the seventh day of the employee's workweek. Scheduled work is not considered a call out.

B. MINIMUM LENGTH OF OVERTIME

- (a) Any employee except regular service employees and troublemen not assigned to regular line crews, called out or scheduled to perform work outside of his regularly scheduled workday shall be paid for a minimum of two (2) hours at the applicable overtime rate, except that if the overtime begins two (2) hours or less before the start of his regularly scheduled workday and he continues to work into his regularly scheduled workday, or if the employee is held over at the end of his regular workday, the applicable overtime rate will be paid only for such hours actually worked.
- (b) If time required to complete the call out is less than the two (2) hours minimum, work shall not be created to complete the minimum.
- (c) Regular servicemen and troublemen not assigned to regular line crews shall receive a minimum of one (1) hour for each call.

C. PAYMENT FOR CALLOUT

- (a) **TIME OF CALLOUT.** Payment for time worked shall start at time employee reports to work, except in cases where the employee is required to report immediately due to an emergency in which case time shall start at the time of the call.
- (b) **CALLOUT WITHOUT RECEIVING EIGHT (8) HOURS REST.** When an employee is called out after being released

but before receiving an eight hour rest period and works continuously for a period of time up to eight (8) hours, he shall be paid applicable overtime rate for the time worked and for all over 8 hours he shall receive two and one-half (2 1/2) times. He shall be allowed a rest period equal to time worked (up to 8 hours) before starting next regular work period.

- (c) **CALLOUT LESS THAN FOUR HOURS BEFORE REGULAR WORK PERIOD.** When an employee is called out not more than four hours before the start of his regular workday, or the same period on his sixth day of his workweek, he shall be paid two (2) times his regular rate for the period before his regular workday. Such employee shall continue his regular workday at straight time pay.
- (d) **CALLOUT MORE THAN FOUR, BUT LESS THAN EIGHT HOURS BEFORE REGULAR WORK PERIOD.** If an employee is called out more than four (4) hours but less than eight (8) hours before his regular work period, or the same period on his sixth day, he shall be paid two (2) times his regular rate until his regular workday begins, and he shall be allowed a rest period equal to time worked prior to start of regular work period. Alternatively, the power plant management may allow the employee to choose to take a rest period equal to time worked on the start of the regular workday and be paid time and one-half (1-1/2) for the callout.

D. WORKING PAST REGULAR QUITTING TIME

When an employee works past his regular quitting time, he shall be paid time and one half (1-1/2) for up to eight (8) hours and two and one-half (2 1/2) times for all over eight (8) hours. He shall be allowed an eight-hour rest period prior to regular work period.

E. WORKING ON SCHEDULED DAYS OFF

- (a) For persons working the 5 day on - 2 day off schedule, time and one-half shall be paid on the sixth (6th) day of the employee's work schedule and double time on the seventh (7th) day of the employee's work schedule except as otherwise provided herein.
- (b) For persons working the 10 day on-4 day off schedule, time and one-half shall be paid for all work performed on the first

and fourth days of the four (4) consecutive days off and double time shall be paid for all work performed on the second and third days of the four (4) consecutive days off.

F. REST PERIOD

- (a) If an employee fails to receive the rest period provided in paragraphs above, he shall receive additional one and one-half (1-1/2) pay for that portion of his regular shift worked before he is released for rest.
- (b) Rest period will be taken without loss of straight-time pay.

G. MAXIMUM CONTINUOUS WORK PERIOD

- (a) Prudent judgment shall be used when employees are asked to work more than sixteen (16) consecutive hours.
- (b) When an employee works more than sixteen (16) consecutive hours without being released, he shall be paid three (3) times his rate of pay for the hours exceeding sixteen (16). The employee shall be allowed a minimum rest period of eight (8) hours.

H. STANDBY

When employees are requested to "stand-by", they shall be paid for such "stand-by" time at the appropriate rate. Employees requested to "stand-by" shall report to the appropriate place of duty.

OVERTIME DISTRIBUTION

SECTION 5.

- A. All overtime shall be equally distributed insofar as practicable among all regular employees employed on the classification of work where the overtime is worked. The amount of overtime such employees work shall be kept posted on the departmental bulletin board where the overtime is worked. A list of the overtime shall also be available for call out purposes so that the employees with the least amount of overtime will be called for emergency calls. The overtime hours shall be posted within three (3) days after the end of each pay period in terms of straight-time hours. Accumulated overtime hours shall be shown from date of contract.

- B.** If an employee declines to work overtime the next available employee shall be called to work. In this event the amount of overtime actually worked by the employee reporting shall also be added to the overtime previously accumulated and posted on the departmental bulletin board to the account of the employee who declined overtime.

The parties agree to meet per Article 1 Section 3 concerning Article 4, Section 5, Overtime Distribution. In the interim the parties agree as follows:

In the event the parties agree that the employee with the least amount of overtime is not called as provided in Article 4, Section 5, the Company will schedule the affected employee to work the missed overtime at the rate of the missed overtime.

Schedule shall be agreeable to both parties.

MEALS

SECTION 6.

- A.** When workers are required to remain away from their headquarters overnight, lodging and meals shall be arranged and furnished by the Company, such arrangements to be made by the supervisor in charge and to be approved by the Steward, or his representative. When workers are called out to work in emergency cases without previous notice and miss a meal thereby, the Company shall provide a meal where feasibly possible or pay for such meal; and the Company agrees to provide or pay a reasonable amount for meals when employees are working overtime during normal meal periods. Payment for such meals, and meals under the Supplemental Lunch Agreement, will require a verifying itemized receipt from the employee, and the Company will pay for a meal up to the site-applicable GSA meal-specific rate as of November 1 prior to when the expense is incurred.

Site-applicable means the location where the meal expense was incurred. For illustration purposes, as of November 1, 2013 the applicable GSA rates for a meal purchased in Amarillo were: \$7, \$11, \$23 for breakfast, lunch, dinner, respectively. These amounts include taxes and tips.

- B.** In the event an employee is required to report to work more than two (2) hours before his regularly scheduled starting time, or

continues to work as much as two (2) hours after his regular scheduled workday and thereby misses a meal, the Company shall provide or pay for such meal, except as provided in Article VI, Section 12, and Article VII, Section 6, of this agreement.

VACATIONS

SECTION 7.

- A.** Each regular employee shall become eligible to receive a vacation with pay in accordance with the following terms and conditions. The length of vacation shall be determined as shown in the following schedule by the number of months the employee, during his current period of employment, was on the payroll in the calendar year preceding that in which the vacation is taken.

EMPLOYMENT DURING THE PRECEDING CALENDAR YEAR	VACATION EARNED FOR CURRENT CALENDAR YEAR
1 Month	None
2 Months	None
3 Months	1 Day
4 Months	2 Days
5 Months	3 Days
6 Months	4 Days
7 Months	5 Days (1 Week)
8 Months	6 Days
9 Months	7 Days
10 Months	8 Days
11 Months	9 Days
12 Months	10 Days (2 Weeks)

- B.** The length of vacation for each regular employee who has been on the Company payroll seven (7) consecutive years or more shall be one and one-half (1-1/2) times that shown in the above schedule.
- C.** The length of vacation for each regular employee who has been on the Company payroll fifteen (15) consecutive years or more shall be two (2) times that shown in the above schedule.
- D.** The length of vacation for each regular employee who has been on the Company payroll twenty-five (25) consecutive years or more shall be two and one-half (2 1/2) times that shown in the above schedule.

- E.** The length of vacation for each regular employee who has been on the Company payroll thirty-one (31) years or more shall be two and one-half (2 1/2) times that shown in the above schedule plus one (1) additional day of vacation for each year of service beginning with the thirty-first year to maximum of five (5) additional vacation days.
- F.** For the purpose of determining the length of vacation, only full calendar months of employment will be considered.
- G.** The earned vacation is based on a workweek of forty (40) hours consisting of five (5) workdays of eight (8) hours each. In this schedule five (5) workdays constitute one (1) week of vacation, ten (10) workdays constitute two (2) weeks of vacation, fifteen (15) workdays constitute three (3) weeks of vacation, twenty (20) workdays constitute four (4) weeks of vacation and twenty-five (25) workdays constitute five (5) weeks of vacation.
- H.** It is understood that vacation time will be consecutive workdays in periods of one (1) week or more; however, if the supervisor determines that there is adequate manpower and that adequate notice of at least one (1) week is given to the supervisor by the employee, the employee will be allowed to divide vacation into 1,2, or 3 day periods if relief is available, except without notice at the Company's discretion. Lesser periods of time may be taken with management approval.
- I.** The vacation pay will be the same pay the employee would have received on his regular job at straight-time pay for the number of days scheduled for the vacation.
- J.** Vacation periods shall not be cumulative from year to year. An active employee may carry over five (5) days or less of vacation into the next calendar year. However, vacation time that is carried over in an employee's normal retirement year must be taken prior to retirement. The Company will attempt to assign vacation periods to meet the individual convenience of each employee.
- K.** Holidays during a vacation which would normally fall on an employee's regularly scheduled day will be added to the vacation, or employee shall be paid for eight (8) hours at his regular rate of pay at the option of the Company. Under all normal circumstances the employee will be expected to take off the extra day.
- L.** When an employee leaves the services of the Company for any reason (including resignation, discharge, and leave of absence)

and has not had a vacation, he shall be allowed termination pay equal to that earned as outlined above.

VACANCIES

SECTION 8.

- A.** When a position in a department included in the bargaining unit becomes vacant for any reason, notice for bids or notice of intention to discontinue such position shall be posted within ten (10) calendar days; and standard bid forms shall be furnished all eligible employees requesting to bid for the position. Five (5) days shall be allowed for bids to be received by the departmental supervisor, and ten (10) additional days shall be allowed for the position to be filled. In any unusual circumstance where a strict compliance with the above cannot be followed, the matter may become a dispute and shall be settled in accordance with the grievance and arbitration machinery set out in this agreement. If no bids are received, the Company shall have the right to fill such vacancies without reference to seniority.

Entry-level positions will be posted Company wide at the same time they are released to fill externally.

- B.** The Union Steward, or his designated representative, shall be given at least two (2) days notice by his immediate Supervisor or Department Head on bids that are to be posted or when a job is to be discontinued.
- C.** In the event of the creation of a job in a bargaining unit which is not listed in Article VIII, such job shall be filled by bids in the regular order. In the event of the discontinuation of a job classification, the employee who occupied the discontinued job shall be entitled to return to the job which he previously held.

Letter of Understanding defining Entry Level Positions and Employee Relocation

The following classifications will be considered as entry-level positions:

Control Room Operator B Appr 1 st Yr	Electrician Appr – 1st Yr
Warehouseman (D) - 6 mo	Meter Appr – 1st Yr
Maintenance Appr – 1st Yr	Plant Warehouseman (D) - 6 mo
Electrician Helper (D) - 6 mo	Meter Helper (D) - 6 mo
Instrument Appr – 1st Yr	Fleet Mechanic (C)
Protective Material Tester (B)	Truck Driver – 1st Yr

Lineman Appr – 1st Yr
Protective Relay Tech (E) w/ or w/o
Deg
Groundman (D) - 6 mo
Meter Apprentice -- 1st Year
Meter Helper (D) - 6 Months
Chemical Technician E
Controls Technician E

- D. In the event a classification other than the classifications listed above are posted, and a bid is awarded to an employee covered within this Agreement and the employee is required by management to move, the Company shall pay \$7500.00. No other expense reimbursements or moving allowances will be paid for this move. Any expenses paid by the Company will be subject to current IRS rulings regarding tax liabilities.
- E. In the event a position is discontinued in one location and the affected employee is required to move to a position located in another town to continue employment they shall receive in addition to the above three times the employees straight time monthly wage rate.

SENIORITY

SECTION 9.

Seniority in a local department shall date from the first date of employment in that local department, except where an employee resigns or is discharged for just cause and later reemployed, then seniority shall date from the last date of employment. In making a reduction or demotion in all classifications, seniority shall rule. When adding to the force or making promotions in all classifications, except technicians and foremen, seniority shall rule provided the senior employees have suitable qualifications. Suitable qualifications shall be determined by the representatives of the Company and the representatives of the Union.

FOREMAN SELECTION

SECTION 10.

All foremen shall be selected by the Company on the basis of qualifications. Foremen shall be selected from Journeymen in his craft from his local department. If no bids are received locally for Working Foreman, notices shall be posted company-wide in all divisions or all power plants, whichever applies.

ADVANCEMENT IN CLASSIFICATION

SECTION 11.

When an employee is selected for promotion, they shall serve a probationary period of not more than thirty (30) days; and the employee

promoted shall receive the rate of pay applicable to his new classification when he assumes the duties of his new job.

HELPER AND GROUNDMAN

SECTION 12.

An employee in a Helper or Groundman classification upon recommendations of the foreman and supervisor, shall progress into apprentice classification if a vacancy exists in the department.

WORK IN HIGHER CLASSIFICATION

SECTION 13.

Any employee required to work in a higher classification than the work regularly performed, for a period of two (2) hours or more, will be paid at the rate of the higher classification.

LAY OFF

SECTION 14.

- A.** Regular employees shall be notified at least two (2) weeks in advance if they are to be laid off.
- B.** In case of reduction of the force, an employee shall retain his seniority for a period of one (1) year, provided the employee keeps his immediate supervisor advised of his whereabouts, and upon notice to report for work, does report or respond within a period of ten (10) days from the date the notice was mailed (registered, return receipt) to the employee.

JURY DUTY

SECTION 15.

Employees shall not lose straight-time pay for the time spent while serving on jury duty, provided they report for work when released or excused from such jury duty.

ILLNESS

SECTION 16.

All regular full-time employees with three months of continuous employment may be entitled to regular pay when absent from work due to personal or family illness in accordance with the following terms and conditions.

1. PERSONAL ILLNESS DEFINED

For the purpose of this procedure, personal illness shall include all sickness and all off of the job injuries.

2. DURATION OF BENEFITS

The period during which normal salary payments will be made to an employee while away from work due to a personal illness will depend upon the number of months of service and the previous time off due to illness. One workday (eight hours) will be allowed for each calendar month of continuous employment.

Beginning with January 1, 1949, each day of absence from work due to illness will be deducted from the total number of days accrued by the employee since employment. When the total time deducted for absences exceeds the accrued total allowance, regular salary payments will stop. Employees will not be eligible for benefits under this policy after notice of separation has been given by either party.

Salary paid during illness is based on a standard eight-hour day.

3. DOCTOR'S STATEMENT

In order to receive sick pay when absent from work due to personal or family illness, the Company may require evidence of illness and length of absence required.

4. FAMILY ILLNESS

Time off (in 1 hour blocks up to 40 hours in a calendar year) at regular pay may be authorized by a supervisor for illness in the employee's family. Such absence will be kept to a minimum and will be deducted from the employee's time allowed for personal illness. Employees utilizing more than 40 hours of undocumented sick time for personal use in the prior year will not be eligible for more than 16 hours of family illness in the current

calendar year. Family includes spouse, children, sisters, brothers, mother, father, mother-in-law, father-in-law, grandparents and grandchildren.

5. TIME OFF RESULTING FROM ON THE JOB ACCIDENTS

Absences covered by Workers' Compensation do not affect the employee's personal illness allowance. In these cases, pay shall amount to the difference between the employee's regular salary and the weekly compensation paid under the Workers' Compensation Act. Employees that have been injured on the job and have reached MMI will be covered by Article IV, Section 16 "Absence Because of Illness" to cover medically related absences. Employees who have reached MMI prior to 11/1/02 will be grandfathered under existing Letter of Understanding; all other Workers Compensation issues will be covered as stated above.

6. BEREAVEMENT

Time off of three days, at regular pay will be authorized by a supervisor for the death in an employee's immediate family. Immediate family is defined as an employees spouse, children, mother or father.

Time off of up to five days, at regular pay may be authorized by a supervisor for a death in the employee's extended family or immediate family. Extended family is defined as sisters, brothers, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law and father-in-law.

SAFETY RULES

SECTION 17.

Safety rules, as set forth in the Company's Safety Manual and as prescribed from time to time either by the Company or by any statute of law applicable to any territory covered by this agreement, shall be strictly adhered to by both employees and Company.

CLIMBING

SECTION 18.

Only employees classified as apprentices and above shall climb line poles and steel towers for regularly scheduled work.

GLOVES

SECTION 19.

The Company shall furnish long cuffed leather gloves for the Line, Substation, and Meter Departments on a replacement basis.

INCLEMENT WEATHER

SECTION 20.

- A.** Workers shall not be required to work in inclement weather until, by mutual agreement between the Working Foreman, or in his absence other like supervisory personal, and the Steward, or in his absence other Union representative, and the immediate supervisor, the weather would not endanger the welfare of the employee.
- B.** All workers required to work outside in rainy or snowy weather, as outlined in 20 (A) above, shall be furnished rain suits, hats, rubber boots, or overshoes of proper height; and they shall be charged to the employees until returned in good condition, reasonable wear and tear excepted.

TRANSFERS

SECTION 21.

No employee shall be transferred from one classification, job title, department, or city to another unless the parties affected are agreeable to such transfer. In the event the parties agree to the transfer, part A of the Letter of Understanding regarding moving allowance will apply.

SHUTDOWN

SECTION 22.

When crew reductions are necessary due to the complete or partial shutdown of a generating station, department or service location, the Company, if a vacancy exists, will offer affected employees jobs at another generating station, department or service location within the Company. Should the job offered be at a lower classification the affected employees shall receive the salary of their previous position for a period not to exceed three (3) years from date of official shutdown or until progression returns the affected employee to a salary level equal to or above the salary at date of shutdown. The affected employee's three (3) year protected salary will not be increased by negotiated wage

adjustments but the employee will immediately be given the opportunity to train and qualify for job progressions to levels equaling original classifications. Progression to higher classifications shall be governed by regular seniority rules.

VEHICLES

SECTION 23.

All vehicles used in transporting workers to and from jobs shall be provided with suitable coverings so that workers may be protected from inclement weather. Adequate transportation shall be furnished so that not more than three (3) workers will be required to ride in the driving seat of the vehicle. No workers shall ride on a truck where heavy materials or poles are being hauled.

MILITARY SERVICE

SECTION 24.

It is the policy of the Company to fully comply with all requirements of Uniformed Services Employment and Reemployment Rights Act (USERRA), as well as any state laws that may provide greater rights. Employees are also required to meet all of their obligations under USERRA. The company's policy is to provide pay, benefits and re-employment in accordance with USERRA and according to the terms of our current benefit plans. In addition, as an enhanced benefit, for the first 6 months of military leave, the company will pay its employees the difference between the employee's base pay and the pay the employee receives from the military. Employees will also have the option to continue coverage under the medical or dental plan in which they are currently enrolled through the company at the same premium as an active employee for the first six months of military leave. At the end of six months, employees may continue coverage by paying the unsubsidized premiums for up to one additional year.

SUPERVISORY PERSONNEL

SECTION 25.

Except in emergencies, supervisory personnel will not perform work normally performed by bargaining unit personnel. In the event such incidents occur, they shall be reported to the Business Manager, or his representative, who will in turn communicate with Management.

HEALTH AND WELFARE BENEFITS

SECTION 26.

The Company will furnish employee benefit plans that the bargaining unit employees may participate in at their option subject to the conditions below:

Health Care Coverage: The Company will offer bargaining unit employees the ability to participate in a health care plan on the same terms as non-bargaining employees including the same coverage, benefit levels and cost sharing. This includes being subject to the same future enhancements, amendments, modifications or reductions. Bargaining unit employee's cost share will not exceed 30% of the total cost of the plan for each benefit year. Employees' cost for the plan will be determined by professional actuarial methods based on total cost of the plan for all plan participants.

Dental and Vision Coverage: The Company will offer bargaining unit employees the ability to participate in a Dental Plan and a Vision Plan and the cost premiums for the coverage will be shared 75% by the company and 25% by the employee.

Long Term Disability Coverage: The basic coverage under the Long Term Disability Plan will be at the 60% level. An employee may purchase an additional 10% coverage (a maximum of 70%). The cost for the additional (10%) coverage will be the full cost and will be paid on a monthly basis, provided however the cost shall not exceed \$6.00 per month through 2016.

EQUAL OPPORTUNITY

SECTION 27.

Southwestern Public Service Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, creed, national origin, gender, age, disability, veteran status, sexual orientation or any other protected class status accordance with applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, selection for employment, compensation, training, transfer, promotion, and termination.

Also, the Company will strictly enforce applicable federal, state and local statutes that stipulate freedom from discrimination, harassment, intimidation or retaliation. Harassment, including but not limited to sexual

harassment, committed by anyone in the workplace will not be tolerated by the Company. This includes, but is not limited to, offensive racial, ethnic, and sexual comments, gestures, pictures, jokes, e-mails or Internet sites, cartoons, posters, calendars, innuendos, and paraphernalia. With respect to sexual harassment, the Company prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially when it is a condition of employment, affects an individual's employment or ability to successfully perform his or her work, or creates a hostile or offensive working environment.

The Company prohibits retaliation against any employee for filing a complaint of discrimination or harassment or for assisting in an investigation regarding a complaint of discrimination or harassment.

Each member of management is responsible for creating and maintaining an atmosphere free of discrimination, harassment and retaliation. Furthermore, employees are responsible for respecting the rights of their co-workers. All employees are required to refrain from discrimination and harassment in the workplace and are required to cooperate with investigations into allegations of discrimination, harassment and/or retaliation.

SAFETY CLOTHING

SECTION 28.

- A.** The Company will determine the requirements and provide for special flame retardant clothing that meets applicable safety regulations. Union may recommend an alternative special flame retardant clothing program that meets applicable safety regulations and pay the evaluated difference between the Company's program. The Company and the Union will agree on the alternative program and the Company will administer the alternate program.
- B.** The Company will supplement your replacement of safety footwear and all safety boots including line boots (capped at **\$125.00 per calendar year**) when proof of purchase is presented. Employees shall be able to rollover the annual \$125.00 per calendar year into the next calendar year if not used during the current calendar year. Employees shall not be able to rollover more than \$125.00 from one calendar year to the next and the balance shall not be allowed to exceed \$250.00.

ARTICLE V

As Amended November 1, 2002

WORKING RULES - SUBSTATIONS LINE DEPARTMENT AND ELECTRIC METER DEPARTMENT (WHICH INCLUDES TRANSFORMER SHOPS)

WORK AWAY FROM HEADQUARTERS

SECTION 1.

- A. Travel time to and from work - departmental headquarters to departmental headquarters - shall be on Company time.
- B. Employees shall be returned to departmental headquarters on weekends, unless work continues over an entire weekend, but shall be returned to departmental headquarters at least every two (2) weeks.

Employees kept away from departmental headquarters over the entire weekend on construction activities shall receive not less than eight (8) hours pay for Saturday and eight (8) hours pay for Sunday at the appropriate rate of pay. This excludes Construction Services employees.

- C. Company will allow travel time and will not require personnel to stay out of town overnight at a distance of less than forty-five (45) miles away from headquarters, weather permitting.
- D. If the Company requires personnel to travel from their base headquarters to the job site of more than forty-five (45) miles. Lodging and meals shall be arranged and furnished by the Company, as per Article IV, Section 6, or if mutually agreeable by the Company and the employee, the employee will be paid a per-diem of sixty-five (65) dollars per day. Previous week per-diem shall be paid no later than five working days.

SUPPLEMENTAL LUNCH AGREEMENT

- E. **Two (2) Ways on Company Time:**
The Company may elect to furnish transportation two (2) ways on Company time for employees working outside the boundaries agreed to at each service location, provided that the Company shall in such event notify the employees affected not later than the evening of the preceding work day of its election. In such event, the

employees shall be required to stay on the job site during their lunch period and in such case each such employee shall receive three dollars, twenty-five cents (\$3.25) per day in addition to the regular pay. In the event any employee is working inside the boundary and chooses to stay on the job site rather than returning to the Service Center, said employee will be entitled to the additional three dollars, twenty-five cents (\$3.25) provided herein. In the event an employee spends the lunch period at the Service Center, or the Company furnishes the meal, said employee will not be entitled to the additional three dollars, twenty-five cents (\$3.25) provided herein. In the event the Company provides the noon meal pursuant to Section 6, Article IV, such employees will not be entitled to the additional three dollars, twenty-five cents (\$3.25) provided herein.

The lunch period referred to above will be either:

- (a) 30 minutes - Referred to an 8:00 A.M. to 12:00 Noon and 12:30 P.M. to 4:30 P.M. workday.
 - (b) 1 hour - Referring to an 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. workday.
 - (c) Furthermore, it is agreed that all members of the crew will adhere to this meal arrangement where the Company deems it necessary.
- 2. The following shall be added as Subsection (e) of Section 1, which is applicable to employees of the Line, Meter and Substation Departments of Southwestern Public Service Company.
 - E. **Four (4) Ways on Company Time:** Transportation will be furnished four (4) ways on Company time to those employees not required to remain on the job site during their lunch period and returned to assigned Headquarters as provided in Subsection (d) just preceding.
- 3. The following shall be added as Subsection F of Section 1, which is applicable to employees of the Line, Meter and Substation Departments of Southwestern Public Service Company.
 - F. When employees are working outside of the towns in which they live, either in or near a neighboring town, they will be furnished a hot lunch by the Company if it is possible for the employees to be transported to and from such town and eat their lunch within a one hour period. In those cases where employees are away from their

home town and working directly with a crew of a neighboring town, they should conform to the usual noon hour policy of the crew of that town, thus, if the lunch period is one-half hour, the out of town crew should carry lunches, otherwise, if the local noon hour policy is one hour and if the job and distance permits, as described above, hot meals will be provided.

When crews are sent out of town to some rural area where it would not be practical to drive to and from the nearest available eating place and to eat within the one hour period, then in that case, the employees should be so instructed, the previous day, to bring a lunch for the ensuing day.

(a) Furthermore, it is agreed that all members of the crew will adhere to this meal arrangement where the Company deems it necessary.

TEMPORARY FOREMAN

SECTION 2.

A Journeyman or Technician shall be entitled to Working Foreman's wages whenever he is responsible for and placed in charge of work where two (2) or more employees are employed under his direct supervision for a period of two (2) or more hours. If, for any reason, a regular Foreman leaves the crew, the Journeyman on the job site with departmental seniority in classification shall be in charge of the crew.

APPRENTICES

SECTION 3.

- A.** The class of work done by an Apprentice throughout his apprenticeship shall depend upon the skill and knowledge of the Apprentice. An Apprentice shall work under the direct supervision of a Journeyman for the first two (2) years, after which he may work on voltages up to 550 volts without being supervised by a Journeyman. An Apprentice shall not work on voltages in excess of 550 volts, except that he may be permitted to work on voltages in excess of 550 volts during the fourth year of his apprenticeship at the discretion of the Foreman and Journeyman, when under the direct supervision of the Journeyman.
- B.** Third year apprentice's during the last quarter of their third year of apprenticeship may be enrolled in fourth year apprentice school. While attending fourth year apprentice school these

apprentices may be allowed to work on voltages in excess of 550 volts (for training purposes only) under the direct supervision of a journeyman and instructor while enrolled in classes.

Both parties will evaluate instances outside the guidelines listed above on a case-by-case basis.

- C. Employees shall be eligible to fill a vacancy in an apprentice classification after they have served at least one (1) year as a Groundman or Helper. A Groundman or Helper selected to be an Apprentice may receive credit on his apprenticeship for his time spent as a Groundman or Helper, but in no case shall more than one (1) year credit be given.

PROMOTION TO JOURNEYMAN

SECTION 4.

- A. Whenever an Apprentice has completed his fourth year of apprenticeship and has sufficient experience, training, and knowledge to become a Journeyman, he will be given an examination, if recommended, by his Foreman. These examinations are to be given by an examining board consisting of the Superintendent, or an Electrical Engineer, Working Foreman, and Journeyman. The Journeyman shall be selected by the Steward. The apprentice taking the examination will be permitted to take it on Company time. The time for the examination is to be arranged by the supervisor in charge. If the Apprentice passes with a test grade of 80% and qualifies, he shall be advanced to Journeyman.
- B. When an employee advances to Journeyman, he shall, for at least the next six (6) months, work under the direct supervision of an experienced Journeyman, if engaged in hazardous and dangerous work.

SAFETY RULES

SECTION 5.

All Journeymen working on live wires carrying 550 volts or more shall be accompanied (be immediately prepared to assist) by another Journeyman or qualified 4th Year Apprentice, except when refusing transformers and opening or closing disconnect switches and in case of absolute emergency. When employees are required to work on live lines of 2300 volts or over, the Journeyman shall be accompanied (be immediately

prepared to assist) by another Journeyman or qualified 4th Year Apprentice. During a storm when poles and wires are wet, no work shall be done on wires carrying 2300 volts or over except in an emergency. When such work of an emergency nature is done, the switches on the line being worked shall be opened and the lines grounded within sight of the employees doing the work, except when approved hot line tools are used or in the case of absolute emergency. All switching requiring the use of rubber gloves will be done by bargaining unit personnel except in cases of absolute emergency.

SAFETY EQUIPMENT

SECTION 6.

The Company shall furnish protective shields, rubber gloves, rubber blankets, two (2) suitable blankets in each crew truck, and other protective equipment when such shall be required. The Company shall also replace similar safety straps, hook straps, hammer handles, all hand tools, body belts, hooks, and tool bags when condemned by the Safety Committee or other personnel authorized to condemn such equipment. All condemned equipment shall be destroyed immediately. Facilities shall be provided to carry raincoats, protective equipment, and hot line tools and to protect the same from weather and from mechanical damage.

SERVICEMEN

SECTION 7.

Servicemen are an integral part of the Company and hold a very important position. As such, the servicemen accept the responsibility of frequent overtime requirements of this position.

- A.** The Company and Union understands the need for the serviceman to maintain a clean and neat appearance.
- B.** Servicemen shall be selected from qualified journeymen in the applicable department when available.
- C.** The work schedule of a serviceman will be assigned to fit the schedule of the department.
- D.** The Company can request that a serviceman be available for overtime as per a schedule. The serviceman will be provided a pager at his option for those periods that they are deemed low man on the callout list and will be expected to respond to the callout. In a location where there are less than two (2) servicemen, that

serviceman shall receive relief equal to one (1) consecutive week per month from callout, unless, the serviceman request otherwise.

- E. Any serviceman called out or scheduled to perform work outside of his regularly scheduled workday shall be paid for a minimum of one (1) hour at the applicable overtime rate. However, if overtime begins less than one (1) hour before the start of his regular workday, and continues into his schedule workday, or if the employee is held over at the end of the workday, the applicable overtime rate will be paid for such hours actually worked.

SYSTEM PROTECTION

SECTION 8

- A. The following work rules will apply to the System Protection Department:
 - 1. Positions shall first be bid/posted (other than Protective Relay Technician E) within Southwestern Public Service Company with or without an accredited two-year technical degree in electronics or digital equipment. In the event there are no qualified applicants available the Company may fill the vacancy from outside Southwestern Public Service with or without an accredited two-year technical degree in electronics or digital equipment.
 - 2. A Journeyman or Apprentice within Southwestern Public Service can be transferred, based on qualifications, into this position making a wage higher than Protection Relay Technician "E" but will remain at that wage rate until they progress to a pay level above their transfer pay level.
 - 3. The Company on the basis of qualifications shall select applicants.
 - 4. All employees entering the Relay Technician classification from another classification will not be allowed to return to their former position unless an opening is available.
- B. All Job Classifications within the System Protection Department are based on one (1) year mandatory progression. Technicians must have earned a two year accredited technical degree in electronics or digital equipment to advance to Protection Relay Technician "A".

1. To progress from Relay Technician “E” to “D” or “D” to “C”, the technician must have satisfactorily completed all required training and exhibited satisfactory performance for a minimum of 1 year at the appropriate classification, pass a written test with a minimum score of eighty percent on each part and be approved by the Working Foreman to advance to the next classification. If the candidate fails the test, a second test will be given in six months. If the candidate fails the second test he/she will be subject to removal from the program. The test is to be given by Management and a Relay Technician Working Foreman.

2. To progress from “C” to “B” the candidate must have satisfactorily completed all required training and exhibited satisfactory performance in the “C” classification as well as successfully pass a pre determined oral skills demonstration. If the candidate fails to meet these requirements, a second test will be given in six months. If the candidate fails the second test he/she will be removed from the program. The test is to be given by Management and a Relay Technician Working Foreman.

3. A mandatory progression from “B” to “A” must take place after 2 years as a “B”. To progress from Relay Technician “B” to “A” the candidate must have satisfactorily completed all required training and exhibited satisfactory performance in the “B” classification and have completed a two-year degree and pass a written test of the required training with a minimum score of eighty percent as well as successfully pass a pre determined oral skills demonstration. If the candidate fails to meet these requirements, a second test will be given in six months. If the candidate fails the second test he/she will be removed from the program. The test is to be given by Management and a Relay Technician Working Foreman.

SECTION 9

PROTECTIVE MATERIAL TESTER

- A. To progress from Protective Material Tester “B” to “A”, the candidate must have satisfactorily completed all training required by the Company, demonstrated proficiency, and have successfully completed 1 year as a Protective Material Tester “B”.

- B. The Protective Material Tester "Lead" will be selected from on the basis of qualifications. The Protective Material Tester "Lead" will be selected from Protective Material Testers "A" in the local Rubber Goods department.

GATHERING OF INFORMATION REGARDING LOAD RESEARCH METERS

The gathering of all required information with regard to Load Research Meters shall not be deemed as exclusive bargaining unit work.

ARTICLE VI

As Amended November 1, 2014

WORKING RULES - POWER PLANTS

DEFINITION:

- A. The "schedule" of an employee identifies the employee's day off and the days of the workweek.
- B. The "shift" identifies the hours of the day that a particular employee is scheduled to work. The "shift" is one of the three, eight (8) hour periods within a twenty-four (24) hour period.

RELIEF OPERATORS

SECTION 1.

Relief Operators will be provided with a working schedule but may work on any shift with the following limitations:

- A. Relief Operators will be given at least eight (8) hours notice before changing their shift. In the event an Operator does not receive eight (8) hours notice, the Operator shall be paid one and one-half (1-1/2) times the base rate of pay for that shift.
- B. Relief Operators, when working as an Operator or in maintenance, shall follow the shift regularly worked by the crew to which the Operator is assigned.
- C. The regularly scheduled portion of a Relief Operator's shift (shift breaker) shall not be changed unless it is anticipated that the new shift can be maintained for at least four (4) days.

- D. A Relief Operator's shift will not be changed from the evening shift to the night shift in such a manner that he will be required to work more than eight (8) consecutive hours as a result of the shift change; nor will his regular schedule be such that two (2) consecutive shifts will be worked.
- E. Relief Operator's schedule may be changed to provide relief for long term temporary vacancies.

OPERATOR - TEMPORARY ASSIGNMENT

SECTION 2.

- A. When Operators are not needed for their regular operating schedule due to temporary shutdown of plant equipment, they will work as Relief Operators and be governed by the contract provisions applicable to Relief Operators until they are again assigned to their regular operating duties.
- B. Operators who have been properly qualified may work in the next highest classification and receive the pay of that classification for relief purposes, provided their schedule is not changed. Qualified operators may be upgraded to fill temporary vacancies caused by training, vacation and long-term illness.

OPERATING INSTRUCTIONS

SECTION 3.

OPERATORS PAY.

- A. Operators will be paid at the rates specified for the highest classification that they are regularly scheduled to perform as an Operator.
- B. All standing orders (and any changes) affecting the operations of a power plant for which Operators are to be held responsible shall be in writing and posted on the plant bulletin board or filed in the available power plant manual. The Shift Foreman shall be notified in advance of any changes to be made in equipment or the operation of such equipment, such notice to be in writing on a form provided for the purpose if the equipment is to be out of service or on an unusual schedule for an extended time; and the Shift Foreman shall be notified as soon as such equipment is restored to normal or placed on a new permanent operating schedule. Such written notice shall be dated and have all significant times of the day noted thereon and shall be on the

Operator's desk as long as the notices are currently active, after which they shall be placed in a power plant file provided for the purpose.

MAINTENANCE WORK ON TEMPORARY MULTIPLE SHIFTS

SECTION 4.

Maintenance jobs of one (1) or more weeks duration or major overhauls may be performed on a two (2) or more shift basis. The work group expected to work the two (2) or more shift maintenance schedule will be given a minimum of one (1) week's notice before the shift work begins. Where two (2) or more shifts are worked, any eight (8) consecutive hours, plus meal time, shall constitute a regular workday; and five (5) days shall be the regular work period in each work schedule. The days off shall be consecutive, and shifts shall be rotated weekly at each location unless, with mutual consent, another plan is developed. However, if any employees are needed on second (2nd) or third (3rd) shift and are not given proper notice [seven (7) day minimum], they will be paid one and one-half (1-1/2) times for the work performed on second (2nd) or third (3rd) shift for seven (7) days from date of notice.

Work on jobs of less than one (1) week will be paid under applicable overtime provisions.

WORK AT TEMPORARY LOCATIONS

SECTION 5.

- A. When power plant employees are temporarily assigned to work in some location other than their regular place of work, the new location shall be considered their temporary departmental headquarters. Travel time and expenses will be allowed for traveling to and from temporary location at the beginning and end of the temporary assignment. If such employees wish to return to their homes over weekends during progress of the job, travel expenses will be allowed. Living expenses will be paid while such employees are away from their permanent headquarters. In addition, it is understood that when temporary assignment is at an adjacent plant of more than twenty (20) miles but less than sixty (60) miles, travel time will be allowed each day, weather permitting.
- B. In the event the employees are required to remain out of town the following guidelines have been established for Power Plant employees when offered a per diem by the Company.

- a. The Company will determine the work schedule including starting and ending dates and times.
- b. When the Company requests a Power Plant employee to travel and spend the night away from home, the employee will receive (if per diem is offered) the applicable United States General Services Administration per diem rate for the appropriate county for each night spent away from home in accordance with applicable IRS Regulations and Company accounting requirements.
- c. If per diem is used to cover expenses, the provisions of the labor agreement regarding expenses while traveling and working at other locations will not apply.
- d. Payment will be made through the appropriate Company payroll system and if possible in advance. For any overpayments the employee will be required to reimburse the Company within the next payroll period.
- e. If the allowed travel time is greater than 2.0 hours and the Company requires the employee to report to work at the scheduled start time the employee will be allowed to travel the day before and paid per diem for that day. Travel time will be paid at the applicable Straight Time or Overtime rate.
- f. If the Company requests the employee to use his/her personal vehicle for travel, the employee will be reimbursed for mileage in accordance with the Company's travel and expense policy. Mileage reimbursement and travel time will be limited to travel at the beginning and end of consecutive per diem payments.

APPRENTICES MAINTENANCE AND PLANT CONTROLS DEPARTMENT

SECTION 6.

- A.** In the development of Apprenticeship programs within Energy Supply for all classifications the Union will have input in connection with the formation, review and modification to those programs.
- B.** A Helper, including Janitor, selected to fill a vacancy as Apprentice may receive credit on his apprenticeship for his time as a Helper, but in no case shall more than one (1) year credit be given.

- C. Apprentices shall be advanced from 1st year to 2nd year; 2nd year to 3rd year; and 3rd year to 4th year at no less than six (6) but no greater than twelve (12) months, provided progress has been satisfactory as evidenced by performance and examination. Advancement in less than nine (9) months requires the recommendation of his foreman or Control Room Operator A on that crew.
- D. Whenever an apprentice has completed his fourth year, of no less than six (6) months, but no more than (12) months, of apprenticeship and has enough experience, training, and knowledge to become a Journeyman, he will be given an examination, if recommended, by his Foreman. If the apprentice passes the examination and qualifies, he shall be advanced to Journeyman.

Apprentices Operations Department

- A. Apprentices shall be advanced from 1st year to 2nd year; 2nd year to 3rd year; 3rd year to 4th year; 4th year to control room operator B; at twelve (12) month intervals, if the apprentice has completed all required curriculum and received the recommendation of management. However the apprentice may be allowed to advance after completion of no less than 6 months of any level, if all of the following conditions are met: (1) The apprentice has requested in writing (30 days prior) of their desire to take the advancement test. (2) They have completed all required check-lists, curriculum and obtained appropriate signatures. (3) Received recommendation from management. Management's recommendation will be based upon information gathered from personal observations, working foreman, control room operators, and other qualified employees regarding aspects such as safety, ability to take orders, attitude, team-work, mechanical aptitude and ability.
- B. Apprentices must complete all apprentice/journeyman testing with a minimum test score of 80%. Failure to do so will result in a one-time delay (not to exceed 6 months) in advancement. Failure to receive recommendation or fail the required testing a second time will result in removal from the apprentice program and possible termination.
- C. If for any reason an apprentice is unable to complete the appropriate testing/curriculum within the 12 months outlined above, it will be their responsibility to request in writing an extension. It will be the sole and exclusive right of management to grant or deny the request. A granted extension will be considered the one-time delay in the advancement as outlined above.

TEMPORARY FOREMAN

SECTION 7.

A Journeyman or Technician shall be entitled to Working Foreman's wages whenever he is responsible for and has been placed in charge of work where two (2) or more employees are employed under his direct supervision for a period of two (2) or more hours. For example, if a regular Maintenance Foreman, for any reason, leaves the power plant area for a period of two (2) or more hours, a Journeyman shall be placed in charge of a crew consisting of two (2) or more employees.

EXAMINATIONS FOR ADVANCEMENT

SECTION 8.

- A.** Examinations for advancement of Power Plant workers are to be given by an examining board consisting of the Plant Manager, or his representative, the Union Steward, or his representative, and a Plant worker of equal or higher classification who shall be selected by the Steward.
- B.** All examinations will consist of written, oral and demonstrated questions.
- C.** Advancement to the next higher classification will require a minimum test score of 80% on each exam (written, oral/demonstrated).
- D.** All examinations for Power Plant Workers will be reviewed by the Plant Manager, or his representative, the Union Steward, or his delegated representative, and a Plant Worker of equal or higher classification for the expressed purpose of determining the clarity and fairness of the examination.
- E.** The person taking the examination will be permitted to take it on Company time. The time for the examination is to be arranged by the Plant Manager.
- F.** The senior person will be allowed to take the qualification examination before any person with less seniority.
- G.** In the event a senior person does not bid on a posted job, or does not meet the minimum qualifications as outlined in this section, and the next senior person bids and secures the job, the former shall

lose seniority under the latter only in regard to future bids on jobs of higher classifications.

SENIORITY

SECTION 9.

- A.** Rules governing departmental seniority shall be as defined in Article IV, Section 9, and Article VI, Section 8(g) of the Agreement. Local Departments as used in this Agreement for application to the Power Plants are defined as follows:

1. Operations Department
2. Maintenance Department
3. Plant Controls Department
4. Plant Services Department

Job classifications of each worker are listed by their appropriate department in the Agreement. (Article VIII)

- B.** During the staffing of a new plant if a transferred person and a new employee should have the same departmental seniority date, the transferred person will have recognized seniority over the new hire.
- C.** If plants become a complex (similar to Maddox/Cunningham) the initial local department seniority shall be provided by the Union to the Company at the time the facility is combined.

VACATIONS

SECTION 10.

Vacations shall be selected according to departmental seniority under the following conditions:

- A.** Prior to May 1 of each year, employees' vacations that are taken before May 1 will be on a first come, first serve basis.
- B.** Vacations selected for the remainder of the year that have been selected as of May 1 shall be granted by departmental seniority.
- C.** In the event an employee is requested to change his vacation, he may select another vacation and be governed by the same rules.

SELECTION OF DAYS OFF

SECTION 11.

The manner in which days off are to be selected may be determined on any basis mutually agreed upon at each plant or location. In power plants that bid days off, departmental seniority shall prevail.

OVERTIME MEALS

SECTION 12.

- A.** In the event an employee is required to report to work more than two (2) hours before his regularly scheduled starting time, or continues to work as much as two (2) hours after his regularly scheduled workday and thereby misses a meal, the Company shall provide or pay for a meal at the rate of \$8.50 per meal. Scheduled ten (10) hour days are not covered by this rule.
- B.** Employees who cannot be relieved to obtain a meal when working overtime will be furnished a meal if feasibly possible, or their meal will be paid for when the overtime work is completed; and in no case will they be required to work more than four (4) hours after their regular workday without being furnished a meal.
- C.** Employees who are given sufficient notice of overtime work, sufficient notice being two (2) hours before reporting for work, shall provide their own meal and will be reimbursed for it at the rate of \$8.50 per meal.

JANITOR/YARDMAN CLASSIFICATION

SECTION 13.

All eligible employees in the classification of Janitor Yardman (A, B) and Janitor Yardman Working Foreman will be required to take the current entry level tests for Operations and Maintenance positions. If successfully passed, the employee will be required to bid for a posted entry-level position in Operations or Maintenance. If they are unsuccessful in passing the testing requirements, or if they are ineligible to test, they will be grandfathered in their current classification and wage rate.

Testing Of Relays In Energy Supply

The parties agree that the company will request a bargaining employee to assist in testing relays in Energy Supply. If assistance is not granted the company will be allowed to test without assistance. In any event, this does not preclude any other provisions of the Agreement.

ARTICLE VII

As Amended November 1, 2002

WORKING RULES - SYSTEM OPERATIONS DEPARTMENT AND DISTRIBUTION DISPATCH

SYSTEM OPERATIONS DEPARTMENT

SECTION 1.

- A.** All employees in the System Operations department are required to obtain and maintain (on an annual or required basis) NERC System Operator Certification. In the event any other requirement is mandated by a residing regulatory agency, these requirements will be required as well.
- B.** Upon entry into the department, NERC certification shall be obtained within 9 months. If after nine months, the operator fails to achieve NERC certification, the operator will have 45 days to apply and be selected for another position within the Company or their employment will be terminated
- C.** The System Operator positions have three main responsibilities. They are defined as the Transmission Operator, Balancing Authority Operator, and Transmission Switching Operator.
- D.** System Operator A will be defined as an operator that has been qualified to work all three positions. System Operator B will be defined as an operator that has been qualified to work two positions. An employee that has entered the department will be a System Operator C and remains a C operator while qualified for one position.
- E.** An employee that has entered the department will be required to progress to a System Operator A within 5 years of entering the department. Failure to do so will result in his/her employment with the Company being terminated.

- F.** As of November 1, 2007, any existing Operator B shall be required to achieve Operator A within three years. Failure to do so will result in his/her employment with the Company being terminated.
- G.** An employee entering the department and qualifying for Transmission Switching Operator desk will need to qualify for a second position within one year after qualifying for the switching desk to maintain fair and equitable rotation in the schedule. Failure to do so will result in his/her employment with the Company being terminated.

Effective October 15, 2007, a one-time wage increase of \$2.11 per hour is approved for the classification of System Operator "A".

RELIEF OPERATORS

SECTION 2.

- A.** Entry classification into System Operations will be System Operator "C". Upon qualification for the generation or transmission position, the System Operator "C" will be promoted to System Operator "B".
- B.** Relief Operators will be provided with a working schedule but may work on any shift during those days scheduled as relief days. Relief Operators will be given at least eight (8) hours notice before changing their scheduled working hours. In the event a relief operator is not notified eight (8) hours before change of schedule and is called out, he shall be paid one and one-half (1-1/2) times his base rate of pay.
- C.** A Relief Operator's shift will not be changed from the evening shift to the night shift in such a manner that he will be required to work more than eight (8) consecutive hours as a result of the shift change; nor will his regular schedule be such that two (2) consecutive shifts will be worked.
- D.** The regularly scheduled portion of a Relief Operator's (shift breaker) schedule shall not be changed unless it is anticipated that the new schedule can be maintained for at least four (4) days. This does not prevent a change in the Relief Operator's schedule to fill an unanticipated absence.
- E.** Relief Operator will be paid at the rates specified for the higher classification that they will be expected to perform.

OPERATIONS MEMOS

SECTION 3.

All standing orders and any changes affecting the operating of the system for which the System Operators are to be held responsible shall be communicated electronically or be in writing and may be posted on the Operators' memo board.

VACATIONS

SECTION 4.

Vacations shall be selected according to departmental seniority under the following conditions:

- A.** Prior to May 1 of each year, employees' vacations that are taken before May will be on a first come, first serve basis.
- B.** Vacations selected for the remainder of the year that have been selected as of May 1 shall be granted by departmental seniority.
- C.** In the event an employee is requested to change his vacation, he may select another vacation and be governed by the same rules.

SELECTION OF DAYS OFF

SECTION 5.

The manner in which days off are to be selected may be determined on any basis mutually agreed upon at each location.

OVERTIME MEALS

SECTION 6.

- A.** In the event an employee is required to report to work more than two (2) hours before his regularly scheduled starting time, or continues to work as much as two (2) hours after his regularly scheduled workday and thereby misses a meal, the Company shall have the option to either provide or pay for a meal at the rate of \$4.25 per meal. Scheduled 10 hour workdays are not covered by this rule.
- B.** Employees who cannot be relieved to obtain a meal when working overtime will be furnished a meal if feasibly possible, or their meal

will be paid for when the overtime work is completed; and in no case will they be required to work more than four (4) hours after their regular workday without being furnished a meal.

- C. Employees who are given sufficient notice of overtime work, sufficient notice being two (2) hours before reporting for work, shall provide their own meal and will be reimbursed for it at the rate of \$4.25 per meal.

VACANCIES

SECTION 7.

Positions in this department will be filled on the basis of qualifications only and without reference to seniority.

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602
(This article will replace Article VII section 8 A & B.)**

The Company and the Union agree to the following new bargaining unit "Job Classification" within Business Systems.

Job Classification

Tele-Communication Technician "C"
Tele-Communication Technician "B"
Tele-Communication Technician "A"

Notes:

Must have finished all training and schooling at their present level before advancement to the next Tele-Communication Technician level.

The parties also agree to the following understanding:

1. Positions shall first be bid/hired from within Southwestern Public Service Company's Union from qualified applicants as provided by Item 2 below. Company employees will remain at their pay level until they progress to a pay level above their transfer level. In the event no bids are received or qualified applicants are not available, the company may fill the vacancy from outside of Southwestern Public Service's Union. Position shall be hired with an accredited two year

Technical Degree in Electronics, Digital Equipment or Telecommunications.

2. All applicants from within the Company shall be a journeyman and/or have a two-year degree (described in the above paragraph) to qualify as a Technician C. If an applicant from within the Company has the required two-year degree and has obtained the journeyman level, the applicant will start as a Technician B.
3. To progress from Tele-Communication Technician "C" to "B" the candidate must have satisfactorily completed all required training and a satisfactory performance for a minimum of 1 year at the C classification, pass a written test with a minimum score of seventy percent on each part and be approved by the Lead Technician to advance to the next classification. If the candidate fails the test, a second test will be given in three months. If the candidate fails the second test he/she will be subject to removal from the program. The test is to be given by Management and Lead Technician or technician selected by a Lead Technician.
4. A mandatory progression from "B" to "A" must take place after 3 years as a "B" and before or up to the 4th year as a "B". To progress from Tele-Communication Technician "B" to "A" the candidate must have satisfactorily completed all required training and satisfactory performance for 3 years at the "B" classification and have completed a two-year degree and pass a written test of the required training with a minimum score of eighty percent. If the candidate fails to meet these requirements, a second test will be given in three months. If the candidate failed the second test, the employee may be retested or removed from the program at the discretion of the management. The test is to be given by Management and Lead Technician or technician selected by a Lead Technician.
5. An overtime call out list will be developed as to an individual's qualifications, classification and hours worked.
6. All employees entering the Tele-Communication Technician classification from another classification will not be allowed to return to their former position unless an opening is available.

These new classifications will take effect upon ratification.

- C. The number of Technicians in each classification will be determined by the authorized manning table for the department or division.

ARTICLE VIII

As Amended November 1, 2008

CLASSIFICATIONS AND MINIMUM RATES OF PAY

SECTION 1.

During the term of this agreement, except as provided in Article I, Section 1, the following classifications and minimum rates of pay shall be in effect for all departments listed below.

**SPECIAL CLASSIFICATIONS & RATES
SUBJECT TO SPECIAL AGREEMENT**

The classifications listed below are special classifications and rates subject to special agreement. These classifications are not to be used for employment. Employees presently in these classifications may progress to the highest level in the same job function. The General classifications and Minimum Rates of Pay effective November 1, 2008, November 1, 2009 and November 1, 2010 shall apply when employees change job functions. Classifications that are no longer occupied shall be deleted from the Agreement at negotiations each year.

Hourly Wage Rates

Effective 11/01/14 Effective 11/01/15

OPERATIONS

Plant Operator (B)	\$30.83	\$31.60
Plant Operator	\$33.95	\$34.80

MAINTENANCE

Warehouseman – 3 rd Year & Thereafter	\$27.89	\$28.59
Janitor Working Foreman	\$27.89	\$28.59
Janitor Yardman (A)	\$21.68	\$22.22
Janitor Yardman (B)	\$19.26	\$19.74
Janitor – Yardman	\$22.89	\$23.46

Hourly Wage Rates

	<u>Effective</u>	<u>Effective</u>
	<u>11/01/14</u>	<u>11/01/15</u>

PLANT CONTROLS

Production Technician (A)	\$43.37	\$44.45
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TRANSPORTATION DEPARTMENT (Grandfathered employees Hired before 1/26/2000)

Journeyman/Auto Mechanic	\$37.49	\$38.43
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SUBSTATION DEPARTMENT

Division Technician (A)	\$41.06	\$42.09
Division Technician (B)	\$38.92	\$39.89
Electronic & Relay Technician (AA)	\$45.73	\$46.87
Electronic & Relay Technician (A)	\$43.37	\$44.45
Tele-communications Technician (A)	\$43.37	\$44.45

SYSTEM OPERATIONS DEPARTMENT GENERAL CLASSIFICATIONS AND MINIMUM RATES OF PAY

POWER PLANTS OPERATIONS

Shift Working Foreman	\$41.06	\$42.09
Control Room Operator (A)	\$38.92	\$39.89
Control Room Operator (B)	\$37.49	\$38.43
Control Room Operator B Appr 4 th Yr	\$31.81	\$32.61
Control Room Operator B Appr 3 rd Yr	\$29.06	\$29.79
Control Room Operator B Appr 2 nd Yr	\$27.19	\$27.87
Control Room Operator B Appr 1 st Yr	\$25.79	\$26.43
Chemical Technician (A)	\$41.06	\$42.09
Chemical Technician (B)	\$37.49	\$38.43
Chemical Technician (C)	\$31.81	\$32.61
Chemical Technician (D)	\$29.06	\$29.79
Chemical Technician (E)	\$25.02	\$25.65

Hourly Wage Rates

Effective Effective
11/01/14 11/01/15

MAINTENANCE

Maintenance Working Foreman	\$41.06	\$42.09
Machinist Journeyman	\$37.49	\$38.43
Welder Journeyman	\$37.49	\$38.43
Maintenance Mechanic Journeyman	\$37.49	\$38.43
Maintenance Apprentice - 4 th Year	\$31.81	\$32.61
Maintenance Apprentice - 3 rd Year	\$29.06	\$29.79
Maintenance Apprentice - 2 nd Year	\$27.19	\$27.87
Maintenance Apprentice - 1 st Year	\$25.79	\$26.43

PLANT CONTROLS

Controls Technician "A"	\$41.06	\$42.09
Controls Technician "B"	\$38.92	\$39.89
Controls Technician "C"	\$29.06	\$29.79
Controls Technician "D"	\$27.19	\$27.87
Controls Technician "E"	\$25.79	\$26.43
Plant Controls Working Foreman	\$41.06	\$42.09

GENERAL CLASSIFICATIONS AND MINIMUM RATES OF PAY

Instrument Working Foreman	\$41.06	\$42.09
Instrument Journeyman	\$37.49	\$38.43
Instrument Apprentice - 4 th Year	\$31.81	\$32.61
Instrument Apprentice - 3 rd Year	\$29.06	\$29.79
Instrument Apprentice - 2 nd Year	\$27.19	\$27.87
Instrument Apprentice - 1 st Year	\$25.79	\$26.43
Electrician Working Foreman	\$41.06	\$42.09
Electrician Journeyman	\$37.49	\$38.43
Electrician Apprentice - 4 th Year	\$31.81	\$32.61
Electrician Apprentice - 3 rd Year	\$29.06	\$29.79
Electrician Apprentice - 2 nd Year	\$27.19	\$27.87
Electrician Apprentice - 1 st Year	\$25.79	\$26.43

PLANT SERVICES

Plant Warehouseman (A)	\$26.61	\$27.28
Plant Warehouseman (B)	\$24.11	\$24.71
Plant Warehouseman (C) - 6 Months	\$21.68	\$22.22
Plant Warehouseman (D) - 6 Months	\$19.26	\$19.74

Hourly Wage Rates

Effective Effective
11/01/14 11/01/15

SYSTEM OPERATIONS DEPARTMENT

System Operator (A)	\$48.34	\$49.55
System Operator (B)	\$40.54	\$41.55
System Operator (C)	\$38.92	\$39.89
System Technician (A)	\$41.06	\$42.09
System Technician (B)	\$38.92	\$39.89

DISTRIBUTION DISPATCH DEPARTMENT

Distribution Dispatcher	\$37.49	\$38.43
Distribution Dispatcher (B) (Training)	\$33.95	\$34.80

LINE DEPARTMENT

Line Working Foreman	\$41.06	\$42.09
Lineman Journeyman	\$37.49	\$38.43
Lineman Apprentice – 4 th Year	\$31.81	\$32.61
Lineman Apprentice – 3 rd Year	\$29.06	\$29.79
Lineman Apprentice – 2 nd Year	\$27.19	\$27.87
Lineman Apprentice – 1 st Year	\$25.79	\$26.43
Groundman (A)	\$26.61	\$27.28
Groundman (B)	\$24.11	\$24.71
Groundman (C) - 6 Months	\$21.68	\$22.22
Groundman (D) - 6 Months	\$19.26	\$19.74
Warehouseman (A)	\$26.61	\$27.28
Warehouseman (B)	\$24.11	\$24.71
Warehouseman (C) - 6 Months	\$21.68	\$22.22
Warehouseman (D) - 6 Months	\$19.26	\$19.74

SUBSTATION DEPARTMENT & TRANSFORMER SHOP

Electrician Working Foreman	\$41.06	\$42.09
Electrician Journeyman	\$37.49	\$38.43
Electrician Apprentice - 4 th Year	\$31.81	\$32.61
Electrician Apprentice - 3 rd Year	\$29.06	\$29.79
Electrician Apprentice - 2 nd Year	\$27.19	\$27.87
Electrician Apprentice - 1 st Year	\$25.79	\$26.43
Electrician Helper (A)	\$26.61	\$27.28
Electrician Helper (B)	\$24.11	\$24.71

Hourly Wage Rates

	<u>Effective 11/01/14</u>	<u>Effective 11/01/15</u>
Electrician Helper (C) - 6 Months	\$21.68	\$22.22
Electrician Helper (D) - 6 Months	\$19.26	\$19.74
Protective Material Tester Lead	\$30.80	\$31.57
Protective Material Tester (A)	\$28.10	\$28.80
Protective Material Tester (B)	\$25.79	\$26.43

ELECTRIC METER DEPARTMENT

Meterman Working Foreman	\$41.06	\$42.09
Meterman Journeyman	\$37.49	\$38.43
Meter Apprentice - 4 th Year	\$31.81	\$32.61
Meter Apprentice - 3 rd Year	\$29.06	\$29.79
Meter Apprentice - 2 nd Year	\$27.19	\$27.87
Meter Apprentice - 1 st Year	\$25.79	\$26.43
Meter Helper (A)	\$26.61	\$27.28
Meter Helper (B)	\$24.11	\$24.71
Meter Helper (C) - 6 Months	\$21.68	\$22.22
Meter Helper (D) - 6 Months	\$19.26	\$19.74

TRANSPORTATION DEPARTMENT

Garage Working Foreman	\$41.06	\$42.09
Fleet Mechanic A	\$31.13	\$31.91
Fleet Mechanic B	\$24.36	\$24.97
Fleet Mechanic C	\$17.65	\$18.09

CONSTRUCTION SERVICES – TRUCKING

Trucking Working Foreman	\$41.06	\$42.09
Heavy Equipment Operator	\$33.67	\$34.51
Truck Driver - 4 th Year	\$30.21	\$30.97
Truck Driver - 3 rd Year	\$25.79	\$26.43
Truck Driver - 2 nd Year	\$24.62	\$25.24
Truck Driver - 1 st Year	\$21.95	\$22.50

Transmission Construction – Patrolman

Inspector/Patrolman	\$37.49	\$38.43
Patrolman	\$30.24	\$31.00

Hourly Wage Rates

Effective Effective
11/01/14 11/01/15

SYSTEM PROTECTION DEPARTMENT

Relay Technician Working Foreman	\$45.73	\$46.87
Protection Relay Technician "E" w/ 2 Yr Deg.	\$28.60	\$29.32
Protection Relay Technician "D" w/ 2 Yr Deg.	\$30.10	\$30.85
Protection Relay Technician "C" w/ 2 Yr Deg.	\$32.38	\$33.19
Protection Relay Technician "B" w/ 2 Yr Deg.	\$35.56	\$36.45
Protection Relay Technician "A" w/ 2 Yr Deg.	\$43.37	\$44.45
Protection Relay Technician "E" w/o 2 Yr Deg.	\$25.79	\$26.43
Protection Relay Technician "D" w/o 2 Yr Deg.	\$27.19	\$27.87
Protection Relay Technician "C" w/o 2 Yr Deg.	\$29.06	\$29.79
Protection Relay Technician "B" w/o 2 Yr Deg.	\$31.81	\$32.61

INFORMATION TECHNOLOGY DEPARTMENT

Lead Working Tel-Communications Technician	\$45.73	\$46.87
Tele-Communication Technician "C"	\$28.60	\$29.32
Tele-Communication Technician "B"	\$39.17	\$40.15
Tele-Communication Technician "A"	\$43.37	\$44.45

ARTICLE IX

FEDERAL AND STATE LAW PROVISION

SECTION 1.

It is agreed that if any of the provisions of this agreement are made invalid by Federal or State Law or Regulations, or should any court hold any provision of this agreement invalid, the other provisions of the agreement shall not be invalidated thereby.

EXECUTED at Amarillo, Texas, this the 1st day of November, 2005

ARTICLE X

As Amended November 1, 2002

TRANSPORTATION DEPARTMENT

UNIFORMS TRANSPORTATION DEPARTMENT

Section 1.

Company shall furnish uniforms to the employee's within Transportation Department that work in the classification of Garage Working Foreman, Auto Mechanic, Fleet Mechanic A, Fleet Mechanic B, and Fleet Mechanic C. These uniforms will be furnished through a supplier selected by management, and no more than one (1) change per day shall be furnished.

MECHANIC CLASSIFICATIONS

Section 2.

Mechanics hired before 1/26/2000 will be grandfathered. Employees in their classifications will not be affected by the addition of Fleet Mechanic A, Fleet Mechanic B and Fleet Mechanic C, and will retain all rights covered under the Bargaining Agreement. In case of a layoff (reduction in force), Fleet Mechanic A's, B's and C's will be laid off before existing Foremen, Auto Mechanics and Apprentices.

A. Three new classifications will be created:

Fleet Mechanic A.
Fleet Mechanic B
Fleet Mechanic C

B. Fleet Mechanic A and B job duties include all fleet work.

C. Fleet Mechanic C job duties include vehicle servicing, washing, steaming, delivery, fueling, tire work and paint preparatory work, and other duties assigned by mechanics, foremen and management.

D. The ratio of A's, B's and C's shall observe the following limits:

1. The number of C's shall not exceed the number of B's.

2. The number of B's shall not exceed the number of A's, with the number of A's considered to be the number of employees in the Fleet Mechanic A classification added to the number of Auto Mechanics.

E. Article IV, Section 9, "Seniority" will still apply.

F. Certifications.

Employees wishing to enter the Fleet Mechanic A and B classifications will need to obtain initial qualification through "Certifications". Certifications are defined as Automotive Service Excellence (ASE) Automotive, Truck, Truck Equipment and Advanced tests, State Welding Certification, and Fluid Power Society (FPS) certification. Fleet Mechanic B's are required to hold six (6) certifications to enter the classification, and Fleet Mechanic A's are required to hold eight (8). These certifications will include the three (3) Basic ASE Tests (defined as Automotive Brakes, Truck Brakes and Truck Electrical). Certifications once obtained shall be considered a satisfactory demonstration of knowledge and shall not expire for purposes of promotion or differential below.

G. Qualification Differential.

Employees in the Fleet Mechanic A, B and C classifications will receive a Qualification Differential of \$0.10 per hour for each Certification.

H. ASE Tests.

Employees will take ASE tests on their own time and the Company will reimburse Mechanics for all tests passed. Arrangements such as flexible work scheduling will be offered during weeks containing ASE tests to accommodate employees wishing to test.

AMENDMENT

CONSTRUCTION SERVICES DEPARTMENT

This SUPPLEMENTAL AGREEMENT, initially entered into July 1, 1957, between the Southwestern Public Service Company and Local Union No. 602 of the International Brotherhood of Electrical Workers, as amended July 11, 1958, June 12, 1959, June 23, 1961, June 15, 1962, October 18, 1963, October 15, 1966, October 18, 1969, October 14, 1972, October 22, 1978, September 1, 1985, February 1, 1988, January 1, 1990, November 1, 1990, November 1, 1993, is hereby amended November 1, 1996, insofar as Section 9 of Article V, Working

Rules – Substations, Line Department and Electric Meter Department (which includes Transformer Shop), and Article IX, Classification and Minimum Rates of Pay in lieu of those set forth in said Supplemental Agreement.

As Amended May 6, 2016

SECTION 9.

- A. All permanent Construction Services Department employees will receive a per diem for each day worked or fraction thereof, when the employee is required to report to and work out of a base headquarters which has been established at any designated point on Southwestern Public Service Company's system outside of Amarillo. To comply with Internal Revenue Service Regulation this per diem is taxable unless the work was performed away from the regular work location or home base, and the duties required an overnight stay.

The per diem shall be computed at the rate of \$8.50 per hour worked, not to exceed \$68.00 per day worked for Zone I (Zone I is defined as any based headquarters established outside Amarillo up to 50 miles). When travelling to Zone II (Zone II defined as any base headquarters greater than 51 miles up to 300 miles outside of Amarillo) the applicable United States General Services Administration (GSA) per diem rate for the appropriate county for each night spent away from home in accordance applicable IRS Regulations and Company accounting requirements. Mileage distance will be calculated from Potter County Courthouse to the closest county courthouse of the new base headquarters. A day worked, for the purpose of determining per diem, can be any period of time up to eight (8) or more hours out of any twenty-four (24) hours, of any calendar day, out of any calendar week, in which the Construction Services Department employees are required to work, or are required to make themselves available for work by their supervisor. Hours not worked for which per diem will not be paid may be defined, but not limited to those hours not worked because of personal illness, family sickness, family death, jury duty, other allowed time off (Y-time). Per Diem will be paid for holidays that fall during the week in which a day worked precedes and succeeds Tuesday, Wednesday, or Thursday. Per Diem may be paid for sick days that fall during the week in which a day worked precedes and succeeds the sick day providing the employee provides proof that he remained away from his or her home location. Per Diem will not be paid for floating holiday or vacation. To comply with Internal Revenue Service regulation, employees must substantiate the time, place and business purpose for the per diem payment. The

employees will note this information on their respective timesheets and the information will be entered into the time system. The per diem will be paid on the biweekly payroll check.

Both parties also agree that this item will not be re-negotiated before Oct 31, 2016. The parties also agree to meet to re-negotiate provisions to this Letter of Agreement, within 60 days from June 7, 2016.

To comply with IRS regulations the meal allowance, when traveling to Zone II, on the day of departure and day of return will be prorated. When an employee is required to travel a day prior to the first scheduled work day he or she will receive a per diem for lodging and 75% of the allotted meals and incidental expenses for that day. Any employee late for work on the first scheduled work day of the week will not receive the "day prior" per diem pay. On the day of return from Zone II the employee will receive 75% of the allotted meals and incidental expenses for that day.

- B. Base headquarters for Construction Services crews is to be defined as a designated point within or 15 minutes driving time out of any village, town, or city where meals, lodging, and/or trailer facilities are available. Where a power plant, substation, or Company facility is located within a 15-minute drive of any village, town, or city, travel time to and from base headquarters to the Company facility will be on Company time. In the event the base headquarters is near an employee's principal residence and he or she stays at overnight at the principal residence home he or she will continue to receive the per diem which will be coded as taxable wages and reported as such on the employees W2 form.
- C. After Construction Services crew or crews have been established at any base headquarters and it becomes necessary to temporarily move the crew or a portion of the crew away from the base headquarters for work requiring five (5) days or less work period, then actual room and meal expense as expended by these employees when away from base headquarters will be allowed in addition to the weekly board and room allowance (per diem) as provided for above. The weekly per diem in these circumstances will be coded as taxable wages and reported as such on the employees W2 form. At the expiration of five (5) workdays or seven (7) calendar days away from crew headquarters, straight weekly board and room allowance only will be paid. In no case shall base headquarters be moved within five (5) working days.

- D. When a portion of a system crew or all of a system crew is moved from one base headquarters to another base headquarters, then travel time to the new base headquarters shall be considered as a part or all of a workday out of the new base headquarters, provided the crew members are at the new base headquarters on the night of the same day in which they are moved. If more than one (1) day is required to move crew members from one base headquarters to another base headquarters, then all move time over and above the one (1) day shall be treated, insofar as extra subsistence allowance is concerned, as provided for under subsection 9(c) and will be applied to all days over the basic one (1) day move.
- E. When moving from one base headquarters to another, the amount of travel time to be allowed the crew members shall be established by joint agreement of Supervisor in charge of work and the Union Steward, prior to the move. All persons involved in the move will be advised as to time allowed for the move by their respective Working Foreman.
- F. In the event that an employee cannot actually move his own house trailer or automobile from one base headquarters to another, by reason of having to operate Company equipment then this employee shall be allowed such time and will be provided with transportation or allowed transportation expense as may be necessary for him to return to the original base headquarters and drive his automobile and/or trailer to the new headquarters. This assumes that it is actually necessary for him to personally drive his automobile and trailer house to the new headquarters and that other suitable arrangement cannot be made to accomplish this purpose.

SECTION 10.

A basic workday is to consist of eight (8) hours from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., or from 12:30 p.m. to 4:30 p.m. Should any system crew employee be required to work more than two (2) hours beyond the normal workday quitting time of 4:30 p.m. or 5:00 p.m. without being advised at least eight (8) hours prior to the start of the extended workday, then a hot meal will be provided for this employee by the Company in addition to the regular weekly board and room allowance. If, on the other hand, the employee has been advised at least eight (8) hours prior to the beginning of the extended workday that he and/or his crew will be requested to work an extended day, then the employee shall, at his own expense, provide for all meals as though he were working a regular workday. In no event, however, will an employee be requested to

work more than four (4) hours beyond his regularly scheduled quitting time without being given time off for a meal, or without being provided a meal on the job site by the Company.

SECTION 11.

- A.** A beginning driver shall be classified a Truck Driver 1st Year and shall progress to Truck Driver 2nd Year upon completion of one year of service and the recommendation of his supervisor.

After one year as a Truck Driver 2nd Year, the Truck Driver 2nd Year shall progress to Truck Driver 3rd Year upon recommendation of his supervisor.

After one year as a Truck Driver 3rd Year, the Truck Driver 3rd Year shall progress to Truck Driver 4th Year upon recommendation of his supervisor and a passing grade of 80% on a written driver's skills test.

After one year of service as a Truck Driver 4th Year and with the recommendation of the supervisor, the Truck Driver 4th Year may progress to Heavy Equipment Operator provided the operator has shown to the supervisor that he can skillfully operate the equipment and pass a driver's qualification test consisting of written, oral and demonstrated questions with a passing grade of 80% in all three individual tests.

This agreement may be canceled by either party with in thirty (30) days written notice until such time as the parties determine it appropriate to incorporate a provision in the CBA.

SP-2009-0020
Letter of Understanding
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union #602

The above-mentioned parties hereby agree to modify the Collective Bargaining Agreement in accordance with Article 1, Section 3.

RE: Addition of Job Classifications in Construction Services Transmission Department:

The classification of Transmission Inspector/ Patrolman and Transmission Patrolman will be added to the Construction Services Classifications under the following terms and conditions.

Primary Functions: Inspect and Patrol Xcel Energy's Transmission system and facilities, Support Transmission Construction and Maintenance, and all other essential functions of maintaining a reliable Transmission System.

Inspector/Patrolman- Must have successfully completed a qualified apprenticeship program and reached the Journeyman level in the classification of Lineman and/or Substation Electrician. Applicant must also have a good working knowledge of construction, maintenance and operational methods of the electric utility industry.

Patrolman- Must have a minimum of three (3) years experience in the electric utility industry and have a good working knowledge of construction, maintenance and operational methods.

Established Headquarters: Management will have the right to post a notice for bid and establish reporting headquarters base on the needs of the company. Once an employees' reporting headquarters is established all terms and conditions of Construction Services defined in the CBA/LOU will apply.

Per Diem: When applicable established zones (1 & 2) will be calculated from employees established headquarters. (All other classifications in Construction Services base headquarters will remain Amarillo TX.)

In the event the Company deems necessary to change the Inspector/Patrolman or Patrolman's established reporting headquarters the following would apply.

1. In the event management requires an employee (In above mentioned classifications) to change their established reporting headquarters the company will give 6 months notice prior to the required relocation. The company shall pay \$7500.00 for the required move. No other expenses, reimbursements or moving allowances will be paid for the move. Any expenses paid by the Company will be subject to current IRS rulings regarding taxable liabilities.

Posting process- The Company will post a notice for bid, company wide for all eligible employees to bid on and make selection based on qualifications. In the event there are no qualified applicants the job will be posted externally.

Wages:

2009

Inspector/Patrolman	\$31.62
Patrolman	\$25.50

All Wages will be subject to the general wage increases outlined in the Labor Agreement.

- A. In the event a current employee is selected for a Inspector/Patrolman or Patrolman position and their current classification is at a higher wage rate, the employees current wage rate will be frozen (not subject to the negotiated wage increases) till such time that the wage rate for Inspector/Patrolman or Patrolman exceeds that amount.
- B. When an Inspector/Patrolman's primary job duty is supervising contractors they will eligible for Foreman pay (as Per Article V Section 2 A) if applicable.

The parties agree that all other terms and conditions of the current Collective Bargaining Agreement with regard to Construction Services will apply if not otherwise listed within this Letter of Understanding.

**SP-2011-0004
Letter of Understanding
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union #602**

Due to the changing environment of the electric utility industry and the increased pressure on the transmission grid, the Transmission Line department has a need to establish additional reporting headquarters for their hotline crews throughout the SPS service territory. The following terms will apply when establishing reporting headquarters outside of the Amarillo (ATC) location:

Established Headquarters: Management will have the right to post a notice for bid and establish reporting headquarters based on the needs of the company. Once an employee's reporting headquarters is established all terms and conditions of Construction Services defined in the CBA and/or LOU's will apply.

Per Diem: When applicable established zones (1 & 2) will be calculated from employee's established headquarters.

Relocation: In the event the Company deems it necessary to change the Transmission Hotline Crews established reporting headquarters the guidelines established in the Collective Bargaining Agreement in Article IV, Section 8 regarding moving allowance will be followed.

Posting process- The Company will post a notice for bid, within the Construction Services Line Department and make selection based on qualifications and the business needs of the company. In the event there are no qualified applicants within the department the job will be posted company wide prior to being posted externally.

NOTES SECTION

ARTICLE VIII

WAGE INCREASES

The agreement on wages Article VIII, General Classification and Minimum Rates of Pay, effective November 1, 2011, to be presented to the membership for ratification will be as follows:

As amended:

Southwestern Public Service Company and IBEW Local Union 602 agree to a wage increase of 2.5% effective November 1, 2014, 2.5% effective November 1, 2015, .

LETTER OF UNDERSTANDING OPERATORS

- A.** After a minimum of one (1) year as Plant Operator, Operator may attempt to qualify for Control Room Operator B (new title).
- B.** The Control Room Operator (B) will be eligible to upgrade to the Control Room Operator (A) position unless it creates overtime in the Control Room Operator (B)/Plant Operator position. (Rev. 1996)

However, if a Relief Plant Operator is available, the Control Room Operator (B) should be upgraded and the Relief/Plant Operator may be scheduled to work the Control Room Operator (B)/Plant Operator position. (Rev. 1996)

- C.** Control Room Operator A will be selected from Control Room Operator B based on qualification.

LETTER OF UNDERSTANDING SUB-CONTRACTING

The Company and the Union realize the changing competitive environment of the electric utility business, and each will strive to enhance the Company's future competitive position.

Reference "Verbal Understanding Discussed in 1996 Negotiations." (Rev. 1996)

SP-2011-0020
Letter of Understanding
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union #602

LETTER OF UNDERSTANDING
DRUG AND ALCOHOL POLICY

The parties agree to modify the Collective Bargaining Agreement in accordance with Article 1, Section 3.

Effective as of the date of this letter, the parties agree to replace the Letter of Understanding Drug and Alcohol Policy (p.55 of the 11/1/08 to 10/31/11 Agreement) with the following language:

Employees covered by the Collective Bargaining Agreement between IBEW Local Union 602 and Southwestern Public Service Company must, as a condition of employment, abide by the terms of Xcel Energy Uniform Policy 9.3 Alcohol and Drug-free Workplace Policy. Employees who do not are in violation of the policy and are subject to disciplinary action, including termination as outlined in the Policy. The Company retains the right to modify/amend/suspend the Policy without obligation to bargain such change.

LETTER OF UNDERSTANDING
RESPIRATOR PROTECTION POLICY FACIAL HAIR

Southwestern Public Service, (Energy Supply), and IBEW Local 602 agree to the following understanding relating to the Respirator Protection Policy, specifically, **Facial Hair**. Historically, each male employee has been required to come to work, "Clean Shaven". Additionally, it was the responsibility of employees to have no facial hair interfering with their respirator-sealing surface, i.e., beards, goatees, or fu-man chu mustaches.

SPS, (Energy Supply), agrees to change the current policy on a year by year basis, allowing the Company to review, revise, or return to the current policy at the end of this year, 1999, and each year thereafter. Also the Company may choose at any time to return to the current policy due to inappropriate actions or violations within any area of the Respirator Protection Program when a 30-day notice is given. This approach will only work safely and successfully if all employees within this program cooperate. This modification is intended for those employees who seldom have the need for respiratory protection. While this policy applies only to SPS Energy Supply IBEW Local 602 employees, contract

employees are required to comply with all regulatory requirements involving respiratory protection. In the event employees observe contractors not complying with regulatory requirements, they are expected to notify management immediately.

It is of primary importance to SPS (Energy Supply) and the IBEW Local 602 that the employee respiratory safety be maintained in the most effective, but least intrusive manner. Both agree that the policy interpretation will always support personal safety needs over personal convenience.

- All work assignments requiring respiratory protection will be issued in a fair, consistent, and impartial manner in so far as practical. Sometimes it may be planned that the following day includes a job assignment requiring respiratory protection. When preplanned work indicates respiratory protection is required, necessary assignments for these jobs will be issued before the end of the work shift. Employees assigned to these jobs will then report to work the following day, clean-shaven. (Definition of clean-shaven is no beards, goatees, long sideburns, mustaches below the laugh line or any other facial hair below the mouth, or overnight stubble).
- Employees given any work assignments requiring respiratory protection are expected to shave, at that time, as to fully comply with the Respirator Protection Program with a “**no questions asked**” attitude.
- Any employee required to shave at work will shave within 30 minutes and will be docked thirty minutes. These employees must have available their own shaving cream and razor. Each will be clean-shaven by removing all facial hair, including portions of mustaches extending below the corner of the mouth. Additionally, the length of the mustache left in place must not interfere with any working valve of their respirator.
- Any employee who violates the Respirator Protection Program will be subject to disciplinary action. No employee shall be allowed to wear a respirator over any facial hair.
- When after hour call-outs present the need for respirator protection, the employee will report clean-shaven. If the need for such protection is noted after arriving at the work site, the employee will remove any facial hair and docked 30 minutes.
- Employees shall report to work clean-shaven, including mustache length below the corner of the mouth, when scheduled for their respirator fit test, and will shave if the need to issue a different respirator becomes necessary between annual fit tests.
- Any employee who performs daily work requiring respiratory protection shall report to work clean-shaven daily. In addition, if facial hair growth during the course of the day presents a concern, the employee will be allowed to shave on Company time, including call-outs.
- All Emergency Response Team Members, due to the unexpected nature for immediate response time during emergencies, must adhere to the clean-shaven policy daily.

**LETTER OF UNDERSTANDING
MODIFY START TIMES**

This Letter of Understanding shall apply to Line Department, Substation Department, System Protection, Transformer & Meter Shop, and Construction Services.

With one (1) weeks notice, the starting time may be modified by the Company between the months of April and October by two (2) hours within a local department. The selection for such assignments will be mutually agreed upon within that local department. In the event such agreement is not reached, management will determine how such assignments are made.

When the size of the workforce will allow, by mutual agreement the Company and Union may agree to an alternative work schedule (4-10 hour schedules) within a local department. 4-10 schedules will start between 6 a.m. and 9 a.m.

The number of crews that may be assigned without mutual agreement are listed below. By mutual agreement additional crews may be assigned to alternative work schedules.

Guymon	1	Perryton	0	Borger	1
Dumas	1	Pampa	1	Plainview	1
Hereford/Clovis	2	Hobbs	1	Tucumcari	0
Amarillo NE	1	Amarillo SW	1	Roswell	1
Lubbock	1	Seminole	1	Roswell Relay	1
Carlsbad	1	Littlefield/Levelland	1	Lubbock Relay	1
Amarillo Subs	1	Lubbock Subs	1	Amarillo Relay	1
Amarillo Meter/Trans.	1				

Existing Letters of Understanding concerning 4-10 hour schedules shall supersede this letter unless they are cancelled.

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602**

PLACEMENT OF JOURNEYMAN AND APPRENTICES IN DIVISIONS

Placement of Journeyman and Apprentices from Substation Construction and Transmission Line Department into a Local Department.

Whenever a vacancy in the Local Department for any classification, except entry level, has been approved to be filled, the following procedure is to be followed:

The appropriate Manager contacts the Manager of Transmission Line Department and / or Substation Construction. If that manager agrees that an employee can be released they will poll classifications to determine interest. The appropriate manager will interview the interested personnel and they will select an applicant to fill the position.

If there are no interested personnel within the specified classifications, the Manager will fill the positions in accordance with Article 4, Section 8.

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602**

Per Article 1, Section 3 of the Labor Agreement the parties agree to the following:

PURCHASE AND USE OF EMPLOYEE UNIFORMS

Purpose

It is the purpose of this apparel policy to identify company employees who customarily work on customer premises. The neat appearance of employees in standard, easily recognizable uniform accomplishes the purpose and also creates a favorable impression. Deviation from the standard uniform is, therefore, inconsistent with the purpose of this policy.

Employees eligible for Uniform

Servicemen who are employed more than half of the days in their normal work months shall be provided uniforms as issues.

Purchasing Procedure

Uniforms shall be purchased only as outlined in the Sourcing Departments Procedure on the purchase of uniforms. No attempt will be made to maintain an inventory of uniform items within the Company.

Standard Uniform

A standard uniform as issued will consist of the following items:

Item	Quantity
Trousers (pair)	5
Jackets	2
Jacket Liner	1
Shirts (long sleeve)	5
Cap	1

Wearing of Uniforms

Authorized employees will wear company uniforms while on duty or while traveling to and from the location at which they are to report for duty. It shall be the responsibility of the employee to keep the uniform clean and in repair at all times.

Replacement

Replacement of uniform garments will be made only upon the return of the used garment. Insignia will be removed from the used garment and the garment destroyed.

Records

A record must be kept within each office as to the quantity and type of all items of wearing apparel issues to an employee. An employee shall sign receipt for his/her having received the uniforms and upon termination of his/her employment, shall return any uniforms in his/her possession to the company, irrespective of their condition.

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602**

Per Article 1, Section 3 of the Labor Agreement the parties agree to the following:

PAYMENT FOR MILEAGE ON PRIVATELY OWNED AUTOMOBILES

REIMBURSEMENT

When it is necessary for an employee to use a privately owned automobile on company business, the owner of the automobile will be reimbursed at a mileage rate established by the Vice President of Workforce Relations.

Automobiles owned by rental corporations or employee owned vehicles operated under reimbursement agreement with the company do not come within the scope of this procedure.

INSURANCE

The company's insurance coverage does not cover comprehensive or collision losses on privately owned automobiles while they are being driven on company business.

USE DISCOURAGED

The use of privately owned automobiles on company business is discouraged. If such use is absolutely necessary, specific prior approval should be secured from company management.

REPORTING

The daily mileage and the reason and purpose for which a privately owned vehicle was used must be reported on an expense statement.

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602**

Per Article 1, Section 3 of the Labor Agreement the parties agree to the following:

COMMERCIAL DRIVERS LICENSE

LICENSING LAWS

Company employees will be required to obtain the Commercial Drivers License (with proper endorsements) in accordance with State laws. Any vehicle or combination of vehicle and trailer weighing 10,001 lbs. and above, transporting hazardous materials requiring placards, and subject to interstate travel, will require a Commercial Drivers License.

REIMBURSEMENT OF LICENSE FEE

The company will reimburse employees requiring a Commercial Drivers License for the amount in excess of the price of the Operators License. Receipts required.

Texas: Reimbursement will include the fee for additional endorsements.

New Mexico: Reimbursement will include fee for Skills Road Test if required.

Oklahoma: Reimbursement will include the Knowledge Test fee.

RESPONSIBILITY

It shall be the responsibility of the employee acquiring a license to renew it at each expiration date.

SP-2010-0021
Letter of Understanding
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union #602

The following administrative guidelines are in affect and apply to employees who are required to maintain a valid Driver's License (DL) and/or a Commercial Drivers License (CDL) and who are covered by the collective bargaining agreement between the Company and IBEW Local Union #602.

1. In the event an employee's Drivers License (DL)/Commercial Drivers License (CDL) is suspended/revoked for any reason other than medical conditions or inappropriate conduct in a company owned vehicle, and it is the employee's first suspension/revocation, the company will accommodate the employee in their current classification for a period not to exceed ninety (90) days provided there is work available that does not require the employee to drive. The company will have the sole and exclusive right to determine if and when work is available.

The following terms will also apply during the suspension/revocation period:

- Employee will not be eligible for call-out overtime during this period.
- Apprentice will be held in their training program at their current level during this period.

- Employee will not be eligible to advance or change classification during this period.
2. In the event the employee's DL/CDL is reinstated and is unencumbered (written proof required) within the ninety (90) day accommodation period, the following will occur:
 - Employee will be returned to his/her normal job duties.
 - Employee will again be eligible for call-out overtime.
 - Apprentice will resume their training program.
 - Employee will be eligible for advancement, upon completion of time missed due to suspension.
 3. If the employee's DL/CDL is not reinstated within the ninety (90) accommodation period the employee will be given the option to take an Unpaid Suspension (not to exceed one year from the date of suspension/revocation) in lieu of termination. If for any reason the employee is unable to regain an unencumbered DL/CDL within the one year period their employment will be terminated. During time away from work on suspension the employee will not accumulate employee benefits such as but not limited to vacation and sick leave. The employee will, however, be eligible for insurance benefits under the following conditions:
 - Benefit coverage will continue with premiums at active rates and will be set up on benefit billing.
 - Employees enrolled in the HDHP plan may continue to contribute to their HSA account on an after tax basis.
 - Employees will be required to take all available/accrued vacation at start of suspension. Employees will not be able to use accrued sick leave for time away from work due to suspension.
 4. In the event the employee's DL/CDL is reinstated and is unencumbered and the employee can show written proof to the company, the following will apply:
 - The employee will be returned to his/her previous classification and location if a vacancy exists. The company will have sole discretion as to staffing level at work locations.
 - In the event there is no vacancy at the location from which the employee left, he/she will be offered a position in their classification in another location (within SPS) if a vacancy exists. Negotiated posting process will prevail for all internal postings.

- If no vacancy exists in the location from which the employee left and the employee accepts a position in another location (within SPS) there will be no moving expenses paid by the company.
5. Any employee whose job requires a valid, unencumbered DL/CDL and whose DL/CDL is revoked for any reason more than once while employed by the company, will be terminated from employment with the company.
 6. Employees are required to keep their manager informed of the status of his/her DL/CDL at all times. Employees who fail to notify their manager of their DL/CDL being suspended/revoked for any reason within five (5) days will not be eligible for the terms of this agreement and their employment with the company will be terminated.

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602**

New Job Classifications within the Power Plants will be contained within the notes section as a Letter of Understanding are as follows:

JOB CLASSIFICATION – POWER PLANTS

Chemical Technician “E”
Chemical Technician “D”
Chemical Technician “C”
Chemical Technician “B”
Chemical Technician “A”

Notes: All Job Classifications are based on minimum six (6) month progression and recommendation from Chemistry Resources Department. Affected employees must have successfully completed all practical training and academic requirements at their present level before advancement to the next Chemical Technician level.

The following modifications to the labor agreement will be made:

- A.** The present job classifications of Chemical Technologist “A”, “B”, “C”, and “D” will be changed to Chemical Technician “A”, “B”, “C”, and “D”. A new job classification of Chemical Technician “E” will be added.
- B.** The above classifications and pay scales will apply to employees classified as Chemical Technician.

The parties also agree to the following:

1. Positions shall first be bid/hired (other than Chemical Technician E) from within Southwestern Public Service Company from a qualified pool of applicants as provided by Item 2 below. In the event no bids are received or qualified applicants are not available, the company may fill the vacancy from outside of Southwestern Public Service.
2. Employees interested in a Chemical Technician position may complete the required training (vendor training not included) for a Chemical Technician "E" and "D". This training will require satisfactory completion of a written test as well as oral/demonstration requirements with a minimum score of seventy percent (70%). No more than two attempts will be allowed to pass this test with a minimum waiting period of three months between attempts. Those meeting requirements will be put into a pool of applicants for future Chemical Technician jobs.
3. Any Energy Supply bargaining unit employee within Southwestern Public Service completing the requirements of Item 2 above can be transferred into the pool and will receive the wage of their current classification while in the pool. If selected to fill a Chemical Technician posting, they will continue to receive that wage until conditions of Item 4 are met.
4. To progress from Chemical Technician "E" through "B" the candidate must satisfactorily complete all required training for each level; Pass a written and oral/demonstration test with a minimum score of seventy percent (70%) on each part. If the candidate fails the test, a second test will be given in three months. If the candidate fails the second test, he/she will be subject to removal from the program.
5. To progress from Chemical Technician "B" to "A" the candidate must have satisfactorily completed all required training as outlined above and complete Chemical Technician "A" required training. After meeting these requirements, the employee must pass a written and oral/demonstration test of the required training with a minimum score of eighty percent (80%). If the candidate fails to meet these requirements, a second test will be given in three months.
6. An overtime call out list will be developed which will include the individual's qualifications, classification and hours worked.
7. All employees entering the Chemical Technician classification from another classification will not be allowed to return to their former position unless an opening is available.

8. All Chemical Technicians, within the pool shall be selected on the basis of qualifications and local department seniority.

**SP-2013-0050 -Amended as of November 1,
2014**

**Letter of Agreement
Between
Southwestern Public Service Company
And
International Brotherhood of Electrical Workers
Local Union No. 602**

ENERGY SUPPLY 12 HOUR SHIFTS

In accordance with Article I, Section 3, the parties agree to modify and supplement the collective bargaining agreement between the parties as follows for the purpose of establishing guidelines for Energy Supply employees to work a 12-hour shift.

1. The start and end times for the schedule is 7:00am and 7:00pm.
2. Vacation and sick time will be paid in 12-hour increments consistent with the work schedule. Scheduling of vacation shall be done in advance in accordance with the current Collective Bargaining Agreement. Lesser periods of time may be taken with Management approval.
3. For the purpose of overtime meals, a regular shift will be considered as 12 hours per Article IV, Section 6.
4. Holiday pay will continue similarly to the present guidelines. (All holiday pay, including floating holiday, will be considered as 8 hours straight time pay.) Celebrated holidays revert to the last day worked (if actual holiday is in the first half of days off) or the first day worked (if actual holiday is in the last half of days off). If actual holiday falls on the worker's middle day off, the celebrated holiday reverts to the last day worked. Employees will receive 8 hours straight time plus appropriate overtime pay for all hours worked on that day. If an employee is not required to report on a scheduled holiday, four hours straight time pay and eight hours of holiday pay will be paid for the holiday. For purposes of calculating holiday pay, the normal scheduled hours on a holiday will be from 7:00am to 3:00pm and 7:00pm to 3:00am.
5. All work performed outside of the regular schedule will be paid at the appropriate overtime rate. Employees required to report to work on scheduled days off within their scheduled (36) hour time period will be

paid at the applicable overtime rate. One double time day for each set of days off will be established on the schedule in such a manner that off crews do not share the same double time day.

6. For the purposes of Article VI: Definition B- The shift refers to the hours of the day that a particular employee is scheduled to work. The shift is one of two 12 hour periods within a twenty-four hour period.
7. For the purposes of Article IV Section I6-6. Bereavement- 12 hours will be considered one day. Not to exceed 24 hours or with prior approval of management, 40 hours as defined by the Collective Bargaining Agreement.
8. Any Letter of Understandings or Operations Memorandums conflicting with this agreement will be discontinued or renegotiated.
9. The parties agree that the attached schedule will be used by all facilities in Energy Supply having rotating 12 hour shifts.
10. The trial period will be approximately 1 year (365 days) from the signing of this LOU. At any time, either party may terminate the trial period by providing written notice thirty days in advance. If such notice occurs, the employees will revert back to the schedule outlined in the Collective Bargaining Agreement.
11. An operator with a regularly scheduled shift of eight (8) hours may submit a request to his supervisor that the shift begin at a particular time. This request must be made between 72 and 24 hours prior to the originally scheduled start time. The supervisor shall have the discretion to grant or deny the request. If the request is not approved prior to 18 hours before the originally scheduled start time, the employee should assume the request was denied and report as scheduled.

It is the intention of the Company to work with the Union to resolve any unforeseen problems that may arise in administering the 12-hour shift schedule covered by this letter of understanding. It is intended that this 12-hour shift will be evaluated on an on-going basis. Again, either party may terminate this agreement with 30 days' written notice to the other party.

SIGNATURE PAGE

Signed this _____ day of August, 2016

***Marvin McDaniel – XCEL Energy
SVP and CAO***

***Robert Melton – International Brotherhood of Electrical Workers Local 602
Business Manager***

***Gus Wilson – International Brotherhood of Electrical Workers Local 602
President***



Prepared by and
for the express use of
I.B.E.W. Local 602