2017-2021

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

TACOMA POWER

ORIGINAL

TABLE OF CONTENTS
2017-2021
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 483 - TACOMA POWER

Page

PREAMBLE 3
ARTICLE 1 - TERM OF AGREEMENT 3
ARTICLE 2 - UNION RECOGNITION 4
ARTICLE 3 - MANAGEMENT RIGHTS 5
ARTICLE 4 - STRIKES AND LOCKOUTS 6
ARTICLE 5 - DEFINITIONS 6
ARTICLE 6 - UNION STEWARDS 6
ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE 7
ARTICLE 8 - GRIEVANCE PROCEDURE 7
ARTICLE 9 - SENIORITY 9
ARTICLE 10 - SELECTION OF PERSONNEL 12
ARTICLE 11 - BENEFITS 12
ARTICLE 12 - HEALTH AND SAFETY RULES 13
ARTICLE 13 - GENERAL WORKING RULES 13
ARTICLE 14 - WORK RULES - FIVE-DAY WEEK EMPLOYEES 18
ARTICLE 15 - WORK RULES - OPERATING SECTION SHIFT PERSONNEL 19
ARTICLE 16 - WORK RULES - TROUBLE CREWS 21
ARTICLE 17 - WORK RULES - CRAFT 22
ARTICLE 18 - WORK RULES - SIGNAL & LIGHTING/FIRE ELECTRICAL MAINTENANCE 26
ARTICLE 19 - WORK RULES - FACILITIES MAINTENANCE MECHANICS 29
ARTICLE 20 - WAGE SCALES 30
ARTICLE 21 - SAVINGS 35
ARTICLE 22 - DISCIPLINE 35
APPENDIX A – WAGE SCALES 36
APPENDIX B 44
INDEX OF ADDENDUMS AND LETTERS OF AGREEMENT/UNDERSTANDING 53

AGREEMENT

Between
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER
and
LOCAL UNION #483
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

PREAMBLE

For the purposes of maintaining cordial relations between the Department of Public Utilities , Public Works Department and the Fire Department of the City of Tacoma, hereinafter designated as the "Department", the party of the first part, and Local Union 483 International Brotherhood of Electrical Workers, hereinafter designated as the "Union", the party of the second part, the parties hereto do hereby enter into, establish and agree to the following conditions of employment.

The Department 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 Department, the Union and the public. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Progress in industry demands a mutuality of confidence between the Department and the Union. To these ends this Agreement is made.

The Department shall not be required to take any action under this Agreement that is in violation of federal or state law, or the ordinances of the City of Tacoma.

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

ARTICLE 1 - TERM OF AGREEMENT

Section 1.1 This Agreement shall remain in full force and effect from April 1, 2017, to and including March 31, 2021, provided that, if either party desires to terminate the Agreement on the anniversary date of March 31, 2021, written notice of such intent must be given to the other party sixty (60) days in advance of that date.

It is understood that neither party will be precluded from submitting new or additional proposals during the course of negotiations. It shall further be provided that this Agreement shall be subject to such changes and modifications during its term as may be mutually agreed by the parties hereto.

ORIGINAL

Section 1.2 Only those letters of understanding attached at the end of this agreement or those signed during the term of this agreement shall be considered in force and subject to the provisions of the agreement. (See index of letters of understanding.) Only those letters of understanding signed by the Union Business Manager or authorized representative, Department/Division head, Human Resources Director and the City Manager/ Director of Utilities will be valid.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Appendix A.

Section 2.2 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.4 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed between the I.B.E.W. Local 483 and the Human Resources Director. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

Section 2.5 The Union agrees that the City shall not terminate the employment under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

Section 2.6 - Leave for Business Manager The Director will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status, and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two employees of the Department who are members of the Union in good standing and whom the Union may desire to have act as its business manager to be locally engaged in the business of the Union.

Section 2.7 The Human Resources Department will furnish the Union a copy of the pay status of Local 483 members upon request. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 2.8 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.9 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of his/her membership in the union.

ARTICLE 3 - MANAGEMENT RIGHTS

The union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City. Examples shall include the right to hire, promote, direct the employee workforce, discipline employees for just cause up to and including discharge, determine operating hours, and to take actions required in the event of a (major) emergency. Provided, however, that the above items shall not be in conflict with City ordinances, personnel rules or this labor agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decision and the impacts of the decision that affects hours, wages and working conditions.

ORIGINAL

ARTICLE 4 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union. The Union will not authorize a strike, work stoppage, or slowdown, and the Department will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage or slowdown, in violation of this Agreement to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 5 - DEFINITIONS

Section 5.1 - Union Steward A Union member employed by the Department designated in writing by the Union as such.

Section 5.2 - Grievance An alleged violation of an Article of this Agreement submitted in writing by the grieving party to the other party within thirty (30) days of the alleged violation.

Section 5.3 - High Pole Rate Special compensation computed at the employee's straight-time rate of pay and added to other compensation for reasons set forth herein. However, any combination of such rates under any circumstances shall not be more than three times the employee's regular straight-time rate.

Section 5.4 - Five-Day Week Employee An employee working a basic workweek of eight-hour days - Monday through Friday.

Section 5.5 - Eight-Hour Day Eight consecutive hours exclusive of the thirty (30) minute lunch period.

Section 5.6 - Shift Worker An employee working a schedule other than the Monday through Friday basic workweek as set forth in Section 5.4.

Section 5.7 – Crew Seniority Unless otherwise identified in this Agreement, the permanent (non-probationary) City employee with the longest continuous service as a member of the affected crew in the next lower in-line classification.

Section 5.8 – Scheduled Overtime Scheduled overtime shall be defined as work outside of their standard hours of work for which the employee was notified by the end of their regular shift on the preceding work day.

ARTICLE 6 - UNION STEWARDS

The Business Manager shall have the right to appoint a steward to any work area where workers are employed under the terms of this Agreement. The steward shall see that the provisions of this Agreement are observed and he/she shall, upon request to the Department,

be allowed reasonable time to perform these duties during regular working hours without loss of pay. The Department shall be furnished with the names of stewards so appointed. Under no circumstances shall the Department dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE

Section 7.1 A Labor-Management Committee composed of six (6) representatives each from the Department and from the Union shall be established. Their respective choice of representative is recognized, however, each party shall notify the other party of any change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

Section 7.2 The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications, responsible issue resolution (industry trends and work practices) and to discuss items of mutual concern.

Section 7.3 The Labor/Management Committee shall establish its own rules of procedures. Meetings shall be scheduled by mutual consent.

The Labor/Management Committee shall be co-chaired by the Business Manager and the Power Superintendent, or such other persons as either designates. The agenda shall be established by mutual consent and distributed one week prior to the meeting.

Section 7.4 The Labor/Management Committee may hear quarterly reports from the JATC, the Safety Committee and the Exam Subcommittee. The Labor/Management Committee may establish subcommittees to discuss specific issues as the Labor/Management Committee deems appropriate.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Minor grievances shall be considered and may be settled at the lowest possible level. The Union Steward shall represent the Union. The immediate supervisor involved shall represent the Department. All grievances shall be reduced to writing specifying the section or sections of the contract that are alleged to have been violated, all relevant facts, and the proposed remedy or remedies. An employee is advised to discuss any grievance initially with the Shop Steward, then they are advised to contact the immediate supervisor in order to resolve grievances at the lowest possible level. If the answer given by the employee's supervisor is not satisfactory, the employee shall appeal his/her grievance as described below. All grievances must be submitted in writing within thirty (30) calendar days of the alleged violation.

> **Step 1** - The employee (or designated representative) shall present the grievance to the section supervisor, and forward a copy of the grievance to the Union and to the Human Resources Department. All grievances shall be reduced to writing specifying section or sections of the contract that are alleged to have been violated, an explanation of the violation and the proposed remedy or remedies. The supervisor shall respond to the grievance in writing within ten (10) working days.

ORIGINAL

Step 2 - If the Union or the employee is not satisfied with the response, then within ten (10) working days of receipt of the supervisor's answer, the employee (or designated representative) will forward the grievance, an explanation of the violation, and proposed remedy to his/her section manager, with a copy to the Human Resources Department. The section manager will, within ten (10) working days, render to the employee his/her decision and the reasons for it in writing.

Step 3 - If the Union or the employee is not satisfied with the response, then within ten (10) working days of receipt of the section manager's answer, the grievance will be forwarded to the Tacoma Power or Water Superintendent, with a copy to the Human Resources Director. Grievances relating to matters other than employee discipline shall be addressed at the next quarterly Labor/Management Committee meeting or mutually agreed to special meeting.

A subcommittee of the Labor/Management Committee (Grievance Subcommittee) shall be composed of no more than six (6) voting members each from the department and from the union. Of these, at least two (2) members shall be from labor and two (2) from management from standing Labor/Management Committee. The Tacoma Power or Water Superintendent and the Union Business Manager shall make every effort to participate in the Grievance Subcommittee as non-voting members. In all cases there will be equal voting members from both labor and management.

The Grievance Subcommittee shall report their findings in writing to the Tacoma Power or Water Superintendent, Human Resources Director and the Union Business Manager within ten (10) working days of the conclusion of the review. Within ten (10) working days following submission of the Step 3 grievance or following receipt of the Labor/Management Committee's recommendation, whichever is later, the Superintendent will render to the employee and the Union the decision, and the reason for it in writing.

Grievances related to employee discipline as permitted by Article 22 – Discipline will be submitted initially at Step 3 of the Grievance Process within thirty (30) calendar days of the date the discipline is issued.

Step 4 - If the employee is not satisfied with the response, then within ten (10) working days of receipt of the Tacoma Power or Water Superintendent's answer, the employee (or designated representative) will forward the grievance to the Utilities Director for possible resolution. The Utilities Director (after consultation with the Tacoma Power Superintendent and Union Business Manager) shall submit his/her answer in writing within ten (10) working days after personal receipt of the grievance.

Note: For grievances arising outside Tacoma Power or Tacoma Water, the applicable department Director shall replace the Tacoma Power or Water Superintendent and City Manager shall replace the Utilities Director in this process.

Step 5 - Grievances not resolved under the above steps shall be referred to arbitration by the Union or the City. Either party shall give notice of its intention to arbitrate within fifteen (15) working days following completion of the steps listed in the aforementioned sections. A list of five (5) arbitrators shall be requested from the Public Employment Relations Commission, both parties shall meet and each shall strike a name until one (1)

arbitrator is selected. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representative, including any attorneys' fees, and all other expenses incident to the arbitration shall be divided equally. In the event that the Department unsuccessfully challenges an arbitrator's decision in court, or the Union is forced to file an action in court to compel compliance with an arbitrator's award, the Union may seek recovery of attorneys' fees incurred by the court action to the extent such recovery is permitted under RCW 49.48.030. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and his/her power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 8.2 The time limitations in this Article may be adjusted by mutual agreement, in writing between the Union and the Department. Failure by the non-grieving party to comply with any time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next Step without waiting. Failure of the grieving party to comply with the foregoing time limitations shall constitute resolution of the grievance.

ARTICLE 9 - SENIORITY

Section 9.1 Order of Selection The filling of any temporary vacancy or position which receives greater remuneration shall be considered a promotion. Such vacancies shall be filled in the following priority order:

A. From a layoff register,

B. From an existing Civil Service eligible list for said position.

C. 1. By appointing the employee with the longest permanent length of service in the next in-line lower classification, except for the following: (Note: for purposes of determining in-line progression, the descending order of pay scale within a craft group shall establish said progression.).

2. In the interest of safety, when a crew lead (senior) or supervisor is absent from the job site for over two (2) hours, a temporary appointment shall be made from the next lower classification assigned to the crew for that day. Section 9.1.C.2 applies only to Line, Wire, Meter and Line Clearance crews. In the Wire Section, seniority on the crew shall be the senior most journey level Wire Electrician without regard to time on crew.

3. Temporary upgrade to Communications Technician III in the Communications group will be done based on operational need, or when a communications crew (3 or more) is working in the field on a project and the Communications Technician III is absent from the crew for more than two (2) hours.

4. Temporary upgrade in the Dispatch group will be when the Transmission or Distribution Coordinator is absent from the Control Center for four (4) hours or more, or the work is assigned by the Supervisor, during the regularly scheduled Coordinator shift, Monday through Friday.

D. By appointing the JATC apprentice in accordance with the JATC by-laws.

E. Exceptions to Section 9.1, A thru D:

ORIGINAL

- Senior Line Electrician (SLE) vacancies of ten (10) days or less at South Service Center (SSC) may be filled by personnel in ranking order of SLE eligible list assigned to the SSC. If there is no eligible SLE on the eligible list at SSC, then the Line Electrician assigned to the SSC with the most seniority may be set-up for a maximum of three (3) days.

- To allow flexibility in staffing, the Department may fill vacancies of three (3) days or less without regard to seniority.

- Any Electrical Worker hired after April 8, 1998 will not be automatically eligible for set-up to Line Equipment Operator (i.e., Electrical Worker is no longer the next in-line lower classification to Line Equipment Operator).

- Apprentices while enrolled in their respective apprentice program will not be set up to Line Equipment Operator while transporting or performing the operations of all the equipment utilized within Tacoma Power.

- Temporary upgrade shall be offered to the senior most Facilities Maintenance Worker or Electrician if the HVAC Supervisor is absent from the job site for one day or more. The upgraded employee will be compensated at a rate of pay that is five percent (5%) higher than the Electrician hourly rate of pay. The upgraded employee shall remain at the upgraded rate of pay until the end of the Supervisor's shift. The upgraded employee shall be compensated at the upgraded rate for all overtime which occurs concurrent to the work day.

Section 9.2 Job Bidding

A. Transmission & Distribution Section only

1. This section shall apply to only the classifications listed below. All anticipated regular, permanent vacancies or temporary vacancies of more than ten (10) days' duration shall be posted in the applicable crews' quarters not later than one (1) week prior to job opening or vacancy. Employees desiring to bid on such jobs or vacancies shall so indicate by submitting a written request to the posting supervisor. The position shall be filled with the successful bidder within a reasonable time. The senior bidder will be assigned to the vacant position, if he/she possesses the necessary qualifications to perform the duties of the job. For regular, permanent positions, no more than one such assignment per year per employee shall be permitted.

   Senior Line Electrician (Crew/Truck Number Only)
   Line Electrician 106% (Trouble Crew) (increased to 107% as of the first payroll period following the Union's ratification of this Agreement)

2. The selection process for filling temporary and permanent vacancies to the System Power Dispatcher position (CSC 5120.0—100% and 108.06% rates) may include, but not be limited to, a review of the individual work record, including length of service, past performance, an

interview and/or practical examination. The selection will not be made solely on the basis of seniority.

3. Assistant Supervisor Meter & Relay (CSC 5230.9) positions will be filled by management selection of all employees assigned to the position of Senior Meter/Relay Technician (CSC 5230.8).

4. On or before December 31, 2018, the parties will meet to discuss the possibility of permitting Senior Wire Electricians to bid their assigned truck number.

B. Generation Section only
Whenever a regular, permanent Civil Service position is to be filled from an established eligible list for the particular classification, prior to requisitioning a replacement from the Civil Service eligible list, employees may bid for said vacancies on a seniority basis. The senior bidder will be assigned to the vacant position, if he/she possesses the necessary qualifications to perform the duties of the job. No more than one such assignment per year per employee shall be permitted.

Section 9.3 The Department agrees that an employee may waive without prejudice a promotion offered under any section of the seniority rule.

Section 9.4 Notwithstanding anything contained herein, the Department need not consider the request of the employee who does not possess the knowledge, skill, adaptability and physical ability required for the job on which the application is made. In the event that any employee is not selected for a job in proper line of seniority, the Department shall, upon written request of the Union through its proper representative, submit in writing to the Union through its proper representative the reasons for the choice. It is understood, however, that employees enrolled in or having completed an applicable Department sponsored training program will be given priority for temporary upgrades.

Section 9.5 The Superintendent, through the proper supervisor, may detail an employee temporarily to any job within the electrical workers' group, but such assignments or detailing shall not supersede Section 9.1 and/or 9.4, above. An employee so detailed may, without prejudice, refuse in writing a job he/she feels is beyond his/her capacity.

Section 9.6 - Training When selecting personnel for training, consideration will be given to classification seniority.

All training offered by Tacoma Power on line equipment (including but not limited to wire pulling and tensioning equipment, backhoes, shoring equipment, dangle digger, etc.) will include Line Equipment Operator's (LEO), apprentices and journey-level workers to improve operating efficiencies and to competitively align Tacoma Power. All employees are encouraged to involve themselves in training efforts.

Seniority will not be the determining factor for selecting instructors.

Section 9.7 LEO's will waive seniority rights on all pieces of equipment (i.e. dangle diggers, backhoe, pole hauling truck & all cranes/booms, etc.) utilized within Tacoma Power.

ORIGINAL

ARTICLE 10 - SELECTION OF PERSONNEL

Section 10.1 In the selection and lay-off of personnel for regular positions, the Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Tacoma Municipal Code.

Section 10.2 - Non-Discrimination

a. Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers, or union activity.

b. It is mutually agreed that there shall be no discrimination because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

c. Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

ARTICLE 11 - BENEFITS

Section 11.1 – Joint Labor Agreement. The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B, which shall independently expire on December 31, 2018 or with the expiration of the Joint Labor Agreement, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the 2017-18 Joint Labor Agreement.

Items covered by Appendix B may be grieved through this Collective Bargaining Agreement, except those items challenging the interpretation or application of the Joint Labor Agreement provisions, which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

Section 11.2 – Vacation and Planned PTO Selection

a. Vacation and planned PTO leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation and planned PTO leave shall be scheduled so as to meet the

operating requirements of the City and, as far as practicable, the preferences of the employees.

b. Vacation and planned PTO requests shall be turned in prior to February 1 of each year. Assignments of vacations shall be based on seniority in the classification. All requests received after February 1 will be allowed as openings occur on a first-come, first-served basis.

ARTICLE 12 - HEALTH AND SAFETY RULES

Section 12.1 All state and local laws governing the health and safety of employees shall be observed. "WAC 45 (Washington Administrative Code)" Electrical Worker's Safety Rules as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein.

ARTICLE 13 - GENERAL WORKING RULES

Section 13.1 - Travel Employees shall travel from shop to shop on City time, except where work is of such magnitude, within the City limits* to set up a work shop with the necessary facilities, such as toilets, lockers, wash rooms, etc., and the job is a minimum of thirty (30) days' continuous duration, then the employee shall report directly to shops of that nature, if so ordered.

*Work within the land area of the Cowlitz Substation will be considered the same as within the City limits.

Section 13.2 - Travel Pay and Emergency Callout An employee called to perform nonscheduled overtime work shall receive one (1) hour's pay at the straight-time rate each way, if such overtime does not immediately precede or follow their regular shift. When such overtime immediately precedes their regular shift, they shall receive travel pay for one (1) way only. When the overtime immediately follows their regular shift, travel pay shall not be paid.

Issues regarding employee travel times shall be referred to the Labor-Management Committee (LMC), as provided for in Article 7 of this Agreement. Employees who cannot demonstrate response times less than one (1) hour may be removed from emergency callout, after discussion at the LMC.

Section 13.3 A minimum of two (2) hours' overtime pay shall be allowed for work outside an employee's regular shift unless the employee reports for work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift. The two (2) hour minimum shall not include travel pay.

Section 13.4 Employees assigned to report directly to the South Service Center (SSC) shall receive in addition to their regular compensation, ten dollars ($10) per day for the first twenty (20) working days of their assignment. This Article shall not apply to training or when employees voluntarily take an assignment of less than twenty (20) working days at another headquarters and then return upon completion of the assignment (i.e., trouble crew opening, in-town locator, or temporary set-up job).

ORIGINAL

Section 13.5 - Seventy-Five Feet Above Ground All employees while working seventy-five (75) feet above ground or higher on poles, trees or towers shall be paid the high-pole rate (Section 5.3) for such time in addition to their regular rate. This rule shall not apply when employees are working on roofs or buildings, where no exceptional hazard exists.

Section 13.6 Board and lodging shall be furnished for all employees sent temporarily to work sites where commuting is impractical. This rule does not apply to noonday meals when employees start from and return to regular headquarters every day. In lieu of providing board and lodging, the Department will provide an eighty-five dollar ($85) per day allowance to those employees so electing.

When an employee is assigned temporarily to a work site where commuting is impractical, and the employee elects the $85 per day allowance, the employee may (when authorized by the Supervisor) travel in a city owned vehicle during non-work hours. This will be arranged as to benefit both the employee and Tacoma Power. There will be no compensation in addition to the $85 per day for the time spent traveling. However, that portion of any commute time where direction has been specifically given to perform work related to the job (i.e., pick up materials, etc.) shall be compensated for hours worked at the appropriate rate (the two hour minimum shall not apply) for the person or persons so directed. Passengers not directed to perform work shall not be compensated.

Section 13.7

a. The Department will attempt to distribute overtime work in an equitable manner. Current records of overtime work will be made available to employees or the Union upon reasonable request.

b. After-hour, emergency call out, overtime opportunities shall be offered to Tacoma Power Employees first prior to contacting any non-Tacoma Power employer; except for jobs or responsibilities that have been assigned to external contractors.

Section 13.8 It is the policy of the City of Tacoma to pay employees on a bi-weekly basis. On those occasions when payday falls on a holiday, the policy of the City is to pay the employees on the preceding day.

Section 13.9 In the event a discrepancy should occur in an employee's pay check, the Department shall forthwith take steps to adjust the error, which in most instances will be reflected in the check of the following pay period.

Section 13.10 An employee placed on temporary assignment to a higher classification shall receive the rate of pay for the higher classification to the next full hour, with a minimum of two (2) hours in any one (1) day, unless otherwise specified in this Agreement.

Section 13.11 An employee assigned or promoted to a position, who has had no previous experience, shall be given a reasonable break-in period with an employee in the position. A controversy concerning the "reasonableness" of a break-in period will be resolved by the Tacoma Power Labor/Management Committee.

Section 13.12 Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty

more than one-half (1/2) day, they shall receive a full day's pay. This section shall not apply to employees relieved from duty for cause, or at their own request.

Section 13.13 If, after inspecting or attempting an assigned job, an individual or crew is unable to complete the job, the individual or crew leader will turn in the job as unfinished and state in writing the reason(s). The individual or crew leader must make special note when encountering extraordinary hazards or if the equipment was felt to be unsafe; this information must be given to all persons or crews who are later required to do the same job. Employees shall report their concerns about any unsafe condition in writing to their supervisor. Employees shall not be required to operate or use such equipment until the unsafe condition is corrected.

Section 13.14 Questions concerning craft jurisdictions shall be resolved by the Tacoma Power Labor/Management Committee.

Section 13.15 - Manlift Equipment It is recognized by both parties that the applicable WAC provisions shall serve as a minimum standard. In the interest of clarity the following exceptions provided in WAC 296-45-325, as it currently exists or is hereafter amended, shall apply:

- When re-fusing circuits or equipment with a hot stick.
- When operating switches by means of operating handle or switch sticks.
- When installing or removing a hot line clamp connection with an approved hot stick on a single-phase line or apparatus, providing that the connection or disconnection does not interrupt or pick up a load.
- When installing or removing by hot stick simple load metering devices provided the connection does not interrupt or pickup load.
- Emergency repairs to the extent necessary to safeguard the general public.

Section 13.16 Tools, gloves and safety equipment shall be issued to employees.

Section 13.17 - Meals During Overtime

1. The following guidelines apply to meals during overtime:

    a. Mealtime shall be 6:00 a.m., 12:00 noon, 6:00 p.m., and 12:00 midnight. When employees are working overtime at a mealtime, they will, when the job allows, be allowed to stop work, travel if necessary to eat, and be paid a meal allowance.

    b. When the circumstances of the work are such that the employee cannot leave to eat at a mealtime, food will be provided by the Department if requested. In this case, time spent eating will not be deducted and one meal allowance will not be paid.

    c. Employees working scheduled overtime on their days off are not eligible for a meal allowance during the first (8) hours.

    d. Meal allowances shall be one-half of the current Line Electrician rate.

2. The following guidelines apply to Trouble Crews:

ORIGINAL

a. Shift workers working scheduled or unscheduled overtime one and one-half (1½) hours or more before or after their regularly scheduled shift shall be entitled to a meal allowance furnished by the Department and subsequent meal allowances at (6) hour intervals.

b. Shift workers working unscheduled overtime of one and one-half (1½) hours or more on their days off, vacation, or holidays shall be entitled to a meal allowance furnished by the Department and subsequent meal allowances at (6) hour intervals. No two meal allowances shall be paid in a six (6) hour period.

c. Shift workers working scheduled overtime on their days off are not eligible for a meal allowance during the first (8) hours. Continuation of shift is exempt from this provision.

d. If an employee is mandated to work overtime on their days off, a meal allowance will be provided after the first one and one-half (1½) hours worked and subsequent meal allowances at (6) hour intervals.

e. Meal allowance shall be one-half of the current Line Electrician rate.

Section 13.18 - Clothing Allowance

A clothing allowance of four hours' pay at the base Line Electrician rate shall be provided to all permanent employees in the following classifications:

Classifications which receive allowance

CSC	Job Title
4119	Communication System Technician, Apprentice
4122	Communication System Technician I
4120	Communication System Technician II
4121	Communication System Technician III
5004	Craft Helper
5240	Electrical Worker
5270	Fire Maintenance Electrician
5224	Fire Maintenance Electrician, Apprentice
5301	Hydro Project Mechanic
5056	Hydro Utility Worker
5057	Hydro Utility Worker, Senior
5302	Wynoochee Project Maintenance Technician

Classifications which receive FR clothing:

CSC	Job Title
5242.A	Electrical Meter & Relay Technician, Apprentice
5230	Electrical Meter & Relay Technician
5236	Electrician
5230.1-9*	Advanced Meter & Relay Technician

5132	Hydro Project Electrician
5285	Hydro Project Electrician, Apprentice
5253	Line Clearance Tree Trimmer
5254	Line Clearance Tree Trimmer, Senior
5255	Line Electrician
5241	Line Electrician, Apprentice
5257	Line Electrician, Senior
5256	Line Equipment Operator
5275	Signal & Lighting Electrician
5273	Signal & Lighting Electrician, Apprentice
5274	Signal & Lighting Electrician, Senior
5238	Tool & Equipment Room Coordinator
5116	Substation Operator, Senior
5245	Wire Electrician
5243	Wire Electrician, Apprentice
5246	Wire Electrician, Senior
5145	Heating & Air Conditioning Maintenance Mechanic Supervisor
6008	Facilities Maintenance Mechanic (TPU positions only)
5252	T&D Arborist (if qualified for and exposed to work containing arc flash exposure)

Such payment shall be made on the pay period following August 1 of each year and shall be made only to those employees in current employee status on August 1 or the last regularly scheduled working day prior to August 1.

The classifications who are receiving Flash Resistant clothing shall not receive a clothing allowance. In the event that the employer discontinues providing FR clothing, the employees currently receiving FR clothing will be covered by the current clothing allowance provided herein.

***Facilities Maintenance Mechanics (6008 and 6009) employed outside of Tacoma Public Utilities will not receive this clothing allowance, but will continue to be provided uniforms through an approved City vendor and associated laundry service.**

Section 13.19 – Line Equipment Operator (LEO) Multiple Equipment Expectations In an effort to improve operating efficiencies, it is expected that one LEO may be required to operate more than one piece of equipment while at the job site. Senior (Line and Wire) Electricians, journey-level workers and apprentices holding a CDL Class A endorsement are expected to drive or transport additional equipment to the job site. In the event multiple pieces of equipment need to be operated simultaneously, employees possessing the qualifications on that equipment may operate it so as not to impede the progression of the job.

Section 13.20 - Travel Time The City will follow the Fair Labor Standards Act (FLSA) time rules which include provisions on how and when travel time is compensable. Forty-eight (48) hours' notice will be given to revert an employee's shift to the standard 8:00 a.m. –

ORIGINAL

5:00 p.m. work schedule, for training and travel purposes. This section applies to all workgroups.

ARTICLE 14 - WORK RULES - FIVE-DAY WEEK EMPLOYEES

Section 14.1 - Hours of Work

a. For the purpose of this section, the normal workday shall be considered to start at 12:00 midnight, and the standard work shift shall mean the regular straight-time working hours beginning at 8:00 a.m. Eight (8) hours of work shall constitute a normal workday.

b. Standard hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing thirty (30) minutes for lunch.

Section 14.2 - Lunch Period The thirty (30) minute lunch period will normally be scheduled from 12:00 noon to 12:30 p.m. When employees are required to work through fifty percent (50%) or more of the normal lunch period, they shall receive an additional one-half (1/2) hour's pay at the straight-time rate and be provided a thirty (30) minute lunch period later.

Section 14.3 - Overtime An employee called to perform overtime work shall be paid from the time they report to the Administration Building or the job site, as the case may be.

a. All work performed outside the regularly scheduled work hours and on Saturday, Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Veteran's Day, Christmas, and two additional holidays mutually agreed to by both employee and employer, and any other day fixed as a holiday by resolution of the City Council shall be paid for at the proper overtime rate as indicated in Article 20 of this Agreement. When one of the holidays listed above falls on a Saturday, the day preceding will be observed as a holiday with pay and when one of the holidays listed above falls on a Sunday, the next day following will be observed as a holiday with pay.

b. Any employee performing overtime work between 12:00 midnight and 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) and working two (2) hours or more past midnight shall receive an additional half-day's (1/2) pay at the straight-time rate. Personnel relieved from duty on or before 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) shall report for work by 12:00 noon of the same day to be eligible for the additional half-day's (1/2) pay.

   In the Substation group of Tacoma Power, this section does not apply to overtime involving oil processing and transformer dry out.

c. An employee working three (3) or more hours unscheduled overtime immediately preceding the regular shift shall be paid at the overtime rate until such time as the emergency job is complete or the employee is relieved from the job by the supervisor. At the completion of the emergency job or when relieved by the supervisor, the crew may elect to continue working the regular shift at straight time or take the remainder of the regular shift off without pay. If specifically requested

by the supervisor to continue working the regular shift, the employee shall be paid at the overtime rate.

d. An employee reporting for overtime work less than three (3) hours before the beginning of the regular shift shall work the regular shift at the straight time rate.

e. Overtime Call-Out Procedures for Transmission & Distribution Sections. Overtime sign-up lists will be established by classification. An Employee wishing to be called for voluntary overtime opportunities must put his/her name on the appropriate sign-up list. Sign-up lists will be posted where they can be viewed by employees. If additional personnel are needed after an attempt has been made to contact all employees on the sign-up list, the Department may call employees who have not put their name on the sign-up list.

For scheduled overtime associated with a previously assigned job, or overtime adjacent to a shift to continue a project underway during normal work hours, the overtime will be worked by the previously assigned crew. Unassigned overtime projects will be offered to employees using the overtime sign-up lists, following the process for emergency overtime below.

For emergency overtime, the supervisor on call will use the overtime sign-up list to find the crew leader with the least amount of overtime (for line, the crew leader will be called from the appropriate service center: in town or South Service Center). The crew members assigned to the crew leader on the previous regular work shift (crew intact) will be called to work the overtime, except for: customer connections/disconnections, which will be staffed based on the nature and complexity of the work. In the event additional personnel are required after the normal crew members have been offered the overtime work, employees on the appropriate sign-up sheet will be called giving first consideration to the employees on the list with the least amount of overtime.

f. If a crew is called out on overtime and there was a LEO assigned to that crew on the previous "normal" work shift, then that LEO will be called as part of the crew intact. If the assigned LEO crewmember is not available, management will then determine if an additional crewmember is needed. If additional staff is needed, the crew will be staffed based on the specific needs of the emergency. If there was no LEO assigned on the previous "normal" work shift, then management will call the classification, which holds the qualifications, with the least amount of overtime first (such as, but not limited to, a LEO, apprentice, journey-level or electrical worker).

ARTICLE 15 - WORK RULES - OPERATING SECTION SHIFT PERSONNEL

Section 15.1 - The Standard Shift The standard shift for operating shift employees shall be seven (7) days on, followed by three (3) days off, then seven (7) days on, followed by four (4) days off. Shifts will be established by agreement between the work unit affected and the City. All shifts shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

Section 15.2 - Relief Employees

ORIGINAL

a. Dispatcher candidate(s), unassigned shift workers, and employees in an approved step program may be scheduled for work with a minimum of eight (8) hours between shifts. The employee(s) shall receive overtime compensation for those hours less than eight.

b. Shift workers required to work more than one shift in any workday shall be compensated at the overtime rate of pay.

c. Shift workers working more than eight (8) hours in any one shift shall be compensated at the overtime rate of pay.

d. Relief employees shall not work more than five (5) shifts during the assigned basic workweek of seven (7) consecutive days without overtime compensation.

e. A temporary vacancy in a higher classification shall be filled by the senior available relief employee, in accordance with Section 9.4, who has not completed five (5) shifts during the employee's basic workweek. The employee shall remain in such assignment until such time as the employee has completed five (5) shifts during his basic workweek or a more senior relief employee is available to work who has not completed five (5) shifts during his basic workweek, whichever occurs first. When no relief employees are available to work at the straight time rate, temporary vacancies shall be filled by calling an employee whose permanent classification is the same as the one in which vacancy occurs. Systems Power Dispatcher Candidates and Substation Operator Trainees will not fill such vacancies unless employees in the permanent classification are not available.

f. An employee on standby or relief when not definitely on relief duty shall perform such duties as may be assigned by the supervisor to fill his/her full schedule of shifts.

g. Relief personnel shall be given at least eight (8) hours prior notice, where practicable, of a shift change. If less than eight (8) hours prior notice is given, relief personnel receiving such notice shall receive an additional one (1) hour's pay at the straight time rate.

Section 15.3 - Overtime

a. Employees called to perform work on their off days, holidays, listed in Article 14, Section 14.3(a) or called back from vacation shall be compensated at the overtime rate of pay.

b. Scheduled Overtime shall be defined as work outside of the employee's standard hours of work about which the employee received sufficient notice to have at least twelve (12) hours off duty between the time notice was provided and the time the overtime work begins. Overtime worked with less notice shall be considered unscheduled overtime. This language supersedes the definition of Scheduled Overtime in Section 5.8.

Section 15.4 - Holidays

a. An employee working on the observance of any of the holidays listed in Article 14, Section 14.3(a) shall be compensated at the overtime rate of pay in addition to receiving holiday pay.

b. When the City observance day of a holiday falls outside an employee's scheduled work shift, the employee shall receive pay at the straight time rate for the holiday.

Section 15.5 - Time Off An employee shall be entitled to take time off from their regularly scheduled shift equal to their earned vacation. All time off and vacation shall be scheduled by seniority; provided that application made after February 1 of each year shall be scheduled subject to availability of relief. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

Section 15.6 - Shift Changes Dispatchers and Substation Operators, in their classification shall be permitted to change days and/or shifts among themselves, with the consent of the Department, provided no extra expense is incurred by the Department.

Section 15.7 - Training When management has identified a need to provide specific training or schedule a meeting (e.g. safety meetings, staff meetings, new equipment briefings, etc.) that is outside the employee's normal work hours and participation is voluntary, the employer will compensate the employee at the applicable overtime rate for all time that the employee is in attendance. Any meals, travel time, premium pay, fatigue time or any other compensation that could be associated with the meeting or training will not be paid to the employee attending. Employees attending meetings or training outside their normal work hours will be compensated a one-hour minimum unless immediately following their regular shift, in which case the employee may elect to remain and be compensated at the overtime rate of pay for their actual time in attendance. This language is only for employees working in the Systems Operation Work Group within the Transmission and Distribution Section of Tacoma Power.

Section 15.8 - Daylight Savings Time Transition Employees on shift during the transition to and from daylight savings time will receive pay for the actual number of hours worked on the affected shift. Sick leave and vacation leave will be charged based on the number of hours scheduled to work.

Section 15.9 – Shift Briefing Dispatchers and Substation Operators shall be allowed two-tenths of one (1) hour for shift briefing. The two-tenths of one (1) hour shall be paid at the overtime rate.

Section 15.10 – Meals During Overtime

a. Shift workers working unscheduled overtime of one and one-half (1 ½) hours or more on their days off, vacation, or holidays shall be entitled to a meal allowance furnished by the Department and subsequent meal allowances at six (6) hour intervals. No two meal allowances shall be paid in a six (6) hour period.

b. Meal allowance shall be one-half of the current Line Electrician rate.

ARTICLE 16 - WORK RULES - TROUBLE CREWS

ORIGINAL

Section 16.1 - Workweek - Workday For the purpose of this Article, the normal workweek shall consist of five (5), eight (8) hour shifts during a recurring period of seven (7) consecutive days.

Shifts for trouble crews shall be arranged commensurate with Departmental needs. The Department will give due consideration to requests of the Union for shift arrangement.

Section 16.2 - Overtime

a. Trouble crews called back to work during their days off or while on scheduled vacation shall be paid the overtime rate for such work.

b. Trouble crews shall be compensated for overtime work in accordance with Section 13.2, 13.3 and Section 14.3 (c) and (d).

c. Trouble crews scheduled to work on the City observance day of a holiday listed in Article 14, Section 14.3 (a) shall be compensated at the overtime rate in addition to the holiday pay. When a holiday falls outside the scheduled shift, trouble crews shall receive pay at the straight time rate for the holiday.

d. All overtime pay shall be at the rate indicated in Appendix A of this Agreement.

Section 16.3 Assignment of Line Electricians to trouble crews shall be in accordance with the seniority provisions as set forth in Section 9.1.

Section 16.4 Trouble crews shall be entitled to take time off from the regularly scheduled shifts equal to their earned vacation subject to operating requirements and to regulations concerning use of earned vacation. All time off and vacation shall be scheduled by seniority within the Line Group; provided that application made after February 1 of each year shall be scheduled subject to availability of relief. All time off shall be scheduled subject to the operating requirements of the Department, and, as far as practicable, the preferences of the employees.

Section 16.5 - Training When management has identified a need to provide specific training or schedule a meeting (e.g. safety meetings, staff meetings, new equipment briefings, etc.) that is outside the employee's normal work hours and participation is voluntary, the employer will compensate the employee at the applicable overtime rate for all time that the employee is in attendance. Any meals, travel time, premium pay, fatigue time or any other compensation that could be associated with the meeting or training will not be paid to the employee attending. Employees attending meetings or training outside their normal work hours will be compensated a one-hour minimum unless immediately following their regular shift, in which case the employee may elect to remain and be compensated at the overtime rate of pay for their actual time in attendance.

ARTICLE 17 - WORK RULES - CRAFT

Section 17.1 - Line Group

a. Senior Line Electricians, Line Electricians, and Apprentice Line Electricians (when in Step 1, and upon graduation from the Apprentice Program) are entitled to one

(1) pair of line repairer boots (White or equal quality) every twenty-four (24) months. Senior Line Electricians and Line Electricians are entitled to one pair of such boots every 24 months once they have completed two consecutive years of service as a Senior Line Electrician or Line Electrician.

Senior Line Clearance Tree Trimmers, Line Clearance Tree Trimmers and the T&D Arborist (if he/she is qualified for, and subject to, duties that require climbing) will be provided one (1) pair of line repairer boots (White or equal quality) every twenty-four (24) months upon completion of two consecutive years of service as a Senior Line Clearance Tree Trimmer or Line Clearance Tree Trimmer.

Electrical Workers who are sponsored by Tacoma Power in a state-certified tree trimming apprenticeship program will be provided one (1) pair of line repairer boots (White or equal quality) during step 1 of the program and upon successful completion and graduation from the apprenticeship program.

b. Line Electricians who are responsible for inspecting more than one crew shall receive Senior Line Electrician rate of pay. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider injured employees and seniority when making these assignments.

c. Line Clearance Tree Trimmers (CSC 5253) who are responsible for inspecting more than one tree trimming crew shall receive Sr. Line Clearance Tree Trimmer rate of pay. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider injured employees and seniority when making these assignments.

d. When two Senior Line Electrician crews are working together, the SLE to whom the job was assigned will be the "in charge" SLE. When two crews are working together, the crew leader assigned to be "in charge" of the job will remain "in charge."

Section 17.2 - Relay and Meter Shop

a. The testing and repairing of relays and meters shall be performed by personnel assigned to the Relay and Meter Shop. The installation of all poly-phase meters shall be done by Relay and Meter Shop personnel.

b. Relay and Meter Shop personnel shall not work on equipment while energized at more than 600 volts, per the Washington Administrative Code.

Section 17.3 - Communications Shop

The installation, maintenance, and repair of communications equipment shall be performed by Communications Shop personnel. This shall include, but not be limited to, telephone, radio, and microwave equipment.

Section 17.4 - Generation Section

ORIGINAL

a. Standby – A voluntary standby may be established by the project manager for the Cowlitz, Cushman and Nisqually Hydro projects. Journey level employees at each of the Hydro Projects may volunteer sign up for standby at their respective projects. The need for standby coverage shall be determined by the project manager or his/her designee. Volunteers shall be listed by seniority on a standby list. Once an individual has taken a standby assignment they shall be placed at the bottom of the list. This list shall continue to rotate in this manner. If there are no volunteers the standby will be assigned to the least senior Journey level employee who has not been assigned standby during the current year. A minimum of one (1) week notice will be given to any assignment of standby. Such assignment shall only occur once per employee per calendar year for a length of time no longer than five (5) days. No employee shall be assigned to a standby which includes a City recognized holiday. Nothing in this section shall preclude an employee volunteering for standby which includes a City recognized holiday. Journey level employees may also volunteer to be a part of an ongoing standby rotation.

   An employee on standby capacity, outside regular working hours, shall receive standby pay of three dollars ($3.00) per hour. An employee shall not receive standby pay for hours worked.

   An employee on standby who takes action to dispatch (if the employee lacks task familiarity) or advise shall receive a one (1) hour minimum at their overtime rate of pay. An employee called to work from standby status, who is required to take action and respond to a callout to perform work shall be compensated in accordance with the provisions set forth in Article 13 of the CBA.

   The employee shall receive overtime for actual hours worked, following a two-hour minimum, measured from when the employee arrives prepared to work at the project and work location. The standby employee will do all that their job classification and task familiarity allows to correct the problem before calling out another employee. When employees are required to report to the work site for non-scheduled overtime Sections 13.2 and 13.3 will apply.

   Each qualified employee will be provided a pager and/or cell phone. It is the employee's responsibility to be fit for duty and respond to the pager or phone call within fifteen (15) minutes and be within reasonable travel time (normally thirty (30) minutes) to the project while on standby assignment.

b. All electrical maintenance, such as the checking and maintaining of commutators, brushes, exciters, and motors shall be the work of the Hydroelectric Plant Electricians.

c. The responsibility of wiping slip rings and commutators shall be the duty of the plant electricians. Supervision and scheduling of the above duties shall be the responsibility of the plant supervisor or the plant manager.

d. The fish crew normal shift will be Monday through Friday. During extended periods of heavy fish runs, employees assigned to the fish crew will work an alternate shift from Sunday through Thursday for one or two of the crew and a

Tuesday through Saturday alternate shift for the other one or two of the crew. Hours will be from 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. For the purposes of the Fair Labor Standards Act, employees who work an alternate shift will have a temporary shift change noted.

The City will notify the affected employees at least seven (7) days in advance of any intended change in shift schedule. Assignment without proper notice for work outside of normal work hours (Monday through Friday 7:00 – 3:30 or 8:00 – 4:30) that result in working off-hours or days will be compensated at the applicable overtime rate of pay.

The fish crew assignments will be bid based on Cowlitz Project seniority. If no bid is received, fish crew assignments will be made based on inverse seniority.

Best efforts will be made by the City to rotate schedules annually between employees on the fish crew alternate shift to make the holiday double-time compensation equitable. No overtime compensation will be made to accommodate this rotation.

When the City observance day of a holiday falls on the employee's normal days off, the employee may take eight (8) hours of straight pay for the holiday or request another day off within the same week as the holiday.

When the City observance day of a holiday falls on the employee's scheduled workday, and if the City determines that no fish haul is required, the employee may take the day off with eight (8) hours of straight time pay for the holiday.

All other terms and conditions of the collective bargaining agreement shall remain as previously agreed. This agreement is designed to meet the specific needs of the Cowlitz Project and supplements Article 14 of the current collective agreement.

e. For Cowlitz Hydro Project Electricians and Hydro Project Mechanics, both scheduled and emergency overtime shall be offered using the following criteria: assigned area of responsibility first, familiarity of task second and equitable distribution third.

Section 17.5 - Substation Group

a. The vacuum filling and drying of transformers, the use of the oil processor and other assignments of limited duration may necessitate hour changes of five-day week personnel to tend and monitor such an operation.

When hours are changed from other than 0800 to 1630, overtime shall be paid pursuant to Section 14.3a.

The employee working such overtime shall have the option of working their regular shift or taking that shift off on vacation or sick leave, provided that in the event the supervisor feels that working such regular shift creates a safety hazard to himself/herself or others, the employee shall be sent home on either vacation or sick leave.

ORIGINAL

b. Wire Electrician – When two (2) to four (4) journey-level Wire Electricians are assigned to work at directly related jobs or on directly related equipment and buildings, one employee shall be designated as, and paid the Sr. Wire Electrician rate.

The above shall not apply when there is a supervisor assigned as provided in Article 9, when two (2) journey-level employees are assigned for reasons of safety or inspection (inspection is intended to mean underground vaults in city streets, or in privately owned buildings), or when two (2) journey-level employees are assigned for the purpose of training one (1) journey-level employee on a specific task.

c. When two (2) or more Senior Wire Electrician crews are working together, the SWE to whom the job was assigned will be the "in charge" SWE. It is the supervisor's responsibility to designate the "in charge" SWE. When two (2) or more crews are working together, the crew leader assigned to be "in charge" of the job will remain "in charge" for the duration of the job. In the event of overlapping jobs, the supervisor will designate the "in charge" SWE.

ARTICLE 18 - WORK RULES - SIGNAL & LIGHTING/FIRE ELECTRICAL MAINTENANCE

Section 18.1 All provisions of this contract shall apply except wherein conflict with the provisions of this Article or except where specifically excluded.

Section 18.2 References to specific Department of Public Utilities committees or personnel shall be interpreted to mean equivalent General Government committees or personnel where applicable.

Section 18.3

a. The following sections of the contract will not apply to Signal & Lighting employees: Section 9.1C(2), Section 13.7.b, Section 13.17, and Article 14.

b. The following sections of the contract will not apply to Fire Electrical Maintenance employees: Section 9.1C(2), Article 14, Article 20.4(e).

Section 18.4

a. For the purpose of this section, the normal workday shall be considered to start at 12:00 midnight, and the standard work shift shall mean the regular straight-time working hours beginning at 8:00 a.m. Eight (8) hours of work shall constitute a normal workday.

b. Standard hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing thirty (30) minutes for lunch, providing that adjustments to the foregoing standard hours of work may be made upon the mutual agreement of both parties.

Section 18.5 - Lunch Period The thirty (30) minute lunch period will normally be scheduled from 12:00 noon to 12:30 p.m. When employees are required to work through fifty percent (50%) or more of the normal lunch period, they shall receive an additional one-half (1/2) hour's

pay at the straight time rate and be provided an unpaid thirty (30) minute lunch period later. Employees will not be required to stay on the job site while they are on their lunch period, however, any travel time shall be contained within the thirty (30) minute lunch period. In the event there are no sanitary facilities at the jobsite, employees will be given an additional ten (10) minutes prior to their lunch period for cleanup.

Section 18.6 - Overtime

An employee called to perform overtime work shall be paid from the time he/she reports to the headquarters or job site.

a. All work performed outside the regularly scheduled work hours and on Saturday, Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Veteran's Day, Christmas, and two additional holidays mutually agreed to by both employee and employer, and any other day fixed as a holiday by resolution of the City Council shall be paid for at the proper overtime rate as indicated in this article and Appendix A – Wage Scales of this Agreement. When one of the holidays listed above falls on a Saturday, the day preceding will be observed as a holiday with pay and when one of the holidays listed above falls on a Sunday, the next day following will be observed as a holiday with pay.

b. When an employee reports for overtime and works four (4) hours or more before the beginning of their regular shift, employee may elect to take a minimum of eight (8) hours relief from duty (utilizing their own accrued leave time), or work their regular shift at the straight-time rate with the City concurrence. If requested to work their shift, employee would be paid at the overtime rate.

c. An employee reporting for overtime work less than four (4) hours before the beginning of their regular shift may elect to work their regular shift at the straight-time rate or take off their regular shift utilizing accrued leave.

d. Any employee who is scheduled to work overtime on weekends shall be notified not later than 4:30 p.m. on the previous workday, in accordance with Article 5 of this Agreement.

e. After hour emergency call out and all other overtime opportunities shall be offered to the Public Works Street Operations employees first, prior to contacting any non-Tacoma Public Works employee or employer. The exception shall be for jobs or responsibilities that have been assigned to external contractors.

Section 18.7 - Meals - Scheduled Overtime An employee working non-scheduled overtime including callouts at least two (2) hours before or after his/her regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance. Meal allowances shall be one-half the current Line Electrician rate.

a. Employees will not be eligible for meal allowance when working scheduled overtime unless the number of hours worked exceeds their normally scheduled total daily hours of work as provided for above.

ORIGINAL

b. Overtime shall be considered as scheduled in accordance with Article 5 of this Agreement.

Section 18.8 - Stand-by Time Assignment for stand-by time will be determined by a volunteer system, and an attempt shall be made to rotate stand-by within the list of volunteers. In the event no volunteers are available, management retains the right to assign employees in a reverse order of seniority.

a. Public Works Operations will post for volunteers for standby from the Journey and Senior Signal and Lighting Electricians. Volunteers for standby shall be available to answer calls, respond appropriately and work if necessary.
b. When an Electrician on standby takes action to dispatch crew(s) or advise on utility locations they will be compensated a minimum one hour at the Signal and Lighting Electrician Senior overtime rate of pay.
c. When an Electrician on standby responds to a callout to perform Electrician work they will be compensated at the Signal and Lighting Electrician overtime rate of pay.
d. Overtime distribution shall follow Section 13.2 and Section 13.7(a) of this Collective Bargaining Agreement. Nothing in this article shall prevent the assignment of emergency work to an on-duty swing shift crew.
e. Apprentices will not be called as the primary responder. If two or more employees are needed to respond, the employee on standby shall determine if additional staff should be filled with journey level or apprentice electrician(s). At no time shall the ratio of apprentices to electricians on the job site exceed the limit of one to one.
f. Crews responding to an emergency overtime callout may at any time request, through the employee assigned to standby, additional resources to ensure a safe work site.

When an employee is assigned in a stand-by capacity, he/she shall receive $3.00 per hour as stand-by pay for all such hours. Stand-by pay will be suspended during a callout, and the applicable contract provisions will apply. The employee will be subject to call out during all hours for which he/she is receiving stand-by pay. Employees on stand-by status will be required to carry a City pager or City cell phone. An employee on stand-by assignment must remain fit for duty and must respond to the pager or call within fifteen (15) minutes.

Section 18.9

a. If equipment is felt unsafe by the employees, they shall submit their concern about the unsafe condition to their supervisor in writing. They shall not be required to operate or use such equipment until the unsafe condition is corrected.

b. Fire Alarm Electricians are entitled to new line boots, (White or equal quality) as needed, not to exceed one (1) new pair every two (2) years. Signal & Lighting Electricians, who climb, shall be entitled to line boots, as needed, not to exceed one (1) new pair every three (3) years. To qualify for boots, an employee in either classification must have completed two consecutive years of service with the City.

c. When filling a temporary vacancy in the Traffic Signal Locator/Inspection shop position or Senior Signal & Lighting Electrician, the provisions of Article 9 shall apply.

Section 18.10 - Apprentices Upon successful completion of the Signal & Street Lighting Electrical Apprentice Program, an apprentice shall receive an increase in pay to the Signal & Street Lighting Electrician rate and the employee shall be eligible for non-competitive appointment to the next available opening for the classification of Signal & Street Lighting Electrician.

Section 18.11 – Rain Gear Flash resistant clothing, including rain gear, shall be provided in accordance with Section 13.18 to each Signal & Lighting Electrician and Apprentice. The City of Tacoma may also provide reflectorized supplemental rain gear for use at the employee's discretion when it is determined that no arc hazard exists. The provision of non-flash resistant reflectorized rain gear shall be at the discretion of management. Provision of, or discontinuation of this practice, shall be done on a group basis and not on an individual basis. The City will retain ownership of all rain gear and shall replace at such time that the condition of the rain gear warrants.

ARTICLE 19 - WORK RULES - FACILITIES MAINTENANCE MECHANICS

This section does not apply to those Facilities Maintenance Mechanics who are assigned to Tacoma Public Utilities.

Section 19.1 - Hours of Work The normal shift hours are Monday through Friday, 8 a.m. to 4:30 p.m. with a one-half (1/2) hour lunch, however, with 24 hours' notice an employee may be moved to 6:30 a.m. to 3:30 p.m. for non-emergency activities. On Tuesdays of scheduled City Council meetings, an employee may be assigned to a 12:30 p.m. to 8:30 p.m. shift with a paid lunch. Other shifts may be set by mutual agreement between the City and the Union.

Meetings, events and other occurrences utilizing city facilities during off hours, and requiring personnel from the Building Maintenance Shop shall be assigned to the permanent personnel from the Facilities Maintenance Mechanics or Lead Mechanic classification by seniority.

Section 19.2 Temporary upgrade to Lead Facilities Maintenance Mechanic shall be assigned to the senior Mechanic if the Lead is absent from the job site for more than one day. The senior Mechanic reserves the right to refuse the upgrade if a qualified mechanic of lesser seniority is available and accepts the upgrade. The upgraded employee remains at the Lead's rate of pay for all hours worked that shift, including overtime adjacent to their shift. The employee in the upgraded position shall remain eligible for overtime pay at their regular rate of pay for Facilities Maintenance Mechanics' assignments.

Section 19.3 Facilities Maintenance Mechanics and Lead Mechanics shall be issued seven shirts and pants each year and one jacket every two years. Uniforms shall be ordered by May 1st of each year. The City will provide footwear, as needed but no more than once per calendar year, to permanent Public Works employees in the Facilities Maintenance Mechanic and Lead Facilities Maintenance Mechanic classifications. Employees shall be required to wear protective footwear that complies with OSHA's CFR Title 29.

Section 19.4 For Facilities Maintenance employees, all permits and licenses required for current positions will be paid by the City. All required training to obtain and maintain required permits and licenses will be offered to the employee at City expense.

ORIGINAL

Section 19.5 A qualified employee assigned in a stand-by (on-call) capacity, outside regular working hours, shall receive $3.00 per hour as stand-by pay for each hour such employee is in a stand-by status. Stand-by pay will be suspended during a callout and the applicable contract provisions will apply.

Section 19.6 Facilities Maintenance Mechanics and Lead Facilities Maintenance Mechanics assigned to the Police Department shall have a total of three (3) mandatory holidays (Independence Day, Thanksgiving Day and Christmas Day). All other City recognized holidays shall be scheduled as mutually agreeable between the employee and supervisor. Holidays must be scheduled and used by the end of the year.

ARTICLE 20 - WAGE SCALES

Section 20.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code, unless modified by this Agreement. Any modification of such compensation must be a result of mutual consent and will be binding on both parties; provided that any such modification is subject to the approval of the Tacoma City Council.

Section 20.2 - Wage Scales for 2017-2020

Wages for 2017 (without RHS), which are defined in Appendix A, will be retroactive to April 1, 2017, provided that the retroactivity of this proposal shall apply only to employees in the bargaining unit as of the date the Agreement is ratified by the Union.

Any employee whose wage scale was reduced as a result of the market study conducted in 2013 shall be frozen at their current wage until such time as their classification rate of pay catches up. This means that the affected employee will be frozen at their current wage until such time as the annual negotiated wage adjustments set forth below catch up and then exceed the employee's frozen wage. In addition, if an employee's base wage remains redlined after the effective date of the wage increase for 2017 described above, the employee shall receive a one-time lump sum payment in the amount of $750.

Effective April 1, 2018 wages shall increase by three percent (3.0%).

Effective April 1, 2019 wages shall increase by three percent (3.0%).

Effective April 1, 2020, wages shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue Area, All items, measured from June of 2018 to June of 2019, with a minimum of 2.25% and a maximum increase of 3.5%.

Section 20.3 - Longevity Effective April 1, 1979, longevity shall be provided per Ordinance 20938 consisting of:

1% of base pay with aggregate service of 5 through 9 years.
2% of base pay with aggregate service of 10 through 14 years
3% of base pay with aggregate service of 15 through 19 years
4% of base pay with aggregate service of 20 years or more

Section 20.4 - Application of Rates

a. When a Hydroelectric Mechanic or Hydroelectric Electrician, working at the Cowlitz, Cushman or Nisqually hydroelectric projects, has two or more city employees assigned to them for the same task, or has been assigned to oversee the work of two or more contract employees, he/she shall receive an additional 6.5% as the lead worker. Or, when two or more Hydroelectric Mechanics or Hydroelectric Electricians of the same classification are assigned to the same task, one shall be designated as the lead worker and shall receive an additional 6.5%. The above shall not apply when assigned to do specific workplace skills and/or safety training, or when working as a safety watch at a confined space. Lead duties may include directing the work of others, sourcing material and equipment, and ensuring crew safety. The designation of lead worker shall be established on the criteria of assigned area first then seniority second. For hydroelectric projects that do not have assigned areas of responsibility, lead worker shall be established by task familiarity first then seniority second. Areas of responsibility or familiarity shall include but are not limited to; Powerhouse(s), Dam(s), Switch Yard(s), Fish Hatchery(s), Park(s), and supporting -facilities.

b. Line and Wire Electrician - In the event a Line or Wire Electrician shall be required to perform all the duties of a Line or Wire Electrician with the exception of normal climbing duties as established in Civil Service Class Specification 5255 Line Electrician or 5245 Wire Electrician, he/she shall receive 79.9%.

c. Employees currently working as a trouble person cannot be "bumped" from that position by a more senior employee. Line Electricians, when assigned as trouble person, shall receive 6% above the Line Electrician rate; provided that this rate will be increased to 7% effective as of the first payroll period following the Union's ratification of this Agreement.

d. Hard Core Underground Premium Pay - Journey level and above electricians, including Apprentice Wire Electricians, Apprentice Line Electricians, and Apprentice Signal & Lighting Electricians (*as noted below) working (excluding housekeeping) in a vault or manhole that exceeds 60" in depth; and contains energized (exposed) secondary bus or involves working on or within two feet of energized primary equipment, shall receive 3% above their base rate of pay for the time actually worked in the vault (with a two hour minimum). This applied rate shall not be subject to the provisions of section 9.1 of the contract.

The following classifications may receive the Hard Core Underground Premium Pay:

5245	Wire Electrician
5246	Wire Electrician, Sr.
5243	Wire Electrician Apprentice
5255	Line Electrician
5257	Line Electrician, Sr.
5241	Line Electrician Apprentice
5275	Signal & Lighting Electrician
5274	Signal & Lighting Electrician, Sr.
5273	Signal & Lighting Electrician Apprentice

ORIGINAL

e. Electrical Worker (Signal & Lighting and Fire Maintenance) There shall be 1.5% between each step of the Departmental Pre-journey training program. An Electrical Worker with journey-level qualifications performing the highest level of worker's assignments, such as those which require the performance of some journey-level duties, shall receive Step 7.

f. Signal & Lighting Electricians (CSC 5275) who are assigned as Inspector/Locators responsible for the location of signal and streetlight assets and the inspection of work performed by contractors on private development and capital improvement projects shall receive 10% above the base rate of pay. Employee John Wilbur is grandfathered at the 116.5% rate for any hours performing inspector/locator functions. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider seniority when making these assignments.

g. When two or more Signal & Lighting Electricians and/or a Signal & Lighting Electrician and any other Signal & Lighting employee are assigned to work together as a crew without direct supervision, one employee (i.e., the most senior Signal & Lighting Electrician in the case of two or more Signal & Lighting Electricians) shall be paid at a rate of 4% above the Signal & Lighting Electrician. Signal & Lighting Electricians assigned to the Swing Crew shall receive 4% above the base rate of pay.

h. When two or more Fire Maintenance Electricians, or one journey level and more than one worker, are assigned to work together as a crew without direct supervision, one employee shall be paid at a rate of 4% above the Fire Maintenance Electrician. The above shall not be paid when two or more Signal & Lighting or Fire Maintenance Electricians or one Fire Maintenance Electrician and more than one worker are assigned for reasons of inspection or testing; or when two or more Fire Maintenance Electricians, or one Electrician and more than one worker, perform fire station maintenance, or maintenance of fire alarm battery room. The above shall further not be paid unless a supervisor is absent from the work site for more than two hours.

i. Signal & Lighting Electricians (CSC 5275) who are assigned to the controller shop and are responsible for the configuration, testing, operation and maintenance of signal controller cabinets and auxiliary components shall receive 4% above the base rate of pay. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider seniority when making these assignments.

j. Senior Line Clearance Tree Trimmers shall be paid an additional 5% when supervising five (5) or more persons.

k. Electrical Meter & Relay Technician Steps shall be as follows:

5230.0	Journey Meter Technician	base
5230.1	AMRT Training	1% over base
5230.2	AMRT Training	2% over base
5230.3	AMRT Training	3% over base
5230.4	AMRT Training	4% over base

5230.5	AMRT Training	5% over base
5230.6	AMRT Training	6% over base
5230.7	7th step AMRT Training	7% over base
5230.8	Senior Meter/Relay Technician	14.25% over base
5230.9	Assistant Supervisor Meter & Relay	25% over base

Upon successful completion of all seven steps and final exam of the AMRT program, incumbents in 5230.7 will be advanced to 5230.8.

Seniority at the 5230.8 position will be based on the completion date of the AMRT program. When employees have the same completion date, the final grade will be used to determine seniority within the 5230.8 position.

On or before December 31, 2018, the parties will meet to discuss management's proposals to separate the Relay and Advanced Meter apprenticeships, and to change the minimum requirement for the Relay Program to permit application by employees who have completed an apprenticeship in the electrical industry.

l. When a qualified Systems Power Dispatcher is assigned to dispatching duties under the supervision of a Generation Desk Dispatcher he/she shall receive 90.94% of the Generation Desk Dispatcher rate of pay. A Dispatcher assigned to perform coordination duties shall receive 108.06% of the Generation Desk rate of pay. While training under the supervision of a Generation Operator or Coordinator, System Dispatchers will receive their regular rate of pay (no setup).

m. Electrical Inspector - When an Electrical Inspector is assigned lead duties, he/she shall be paid 6.3% above the step 3 Electrical Inspector rate of pay. Such assignment shall be at the sole discretion of management.

n. Utility Services Specialist – Step 7 Advancement shall be based on the following criteria: the individual shall have been in the classification eight (8) years with three (3) years at Step 6.

o. Senior Line Clearance Tree Trimmers - Employees currently in the classification of Senior Line Clearance Tree Trimmers who acquire and maintain an International Society of Arborist (ISA) Certification shall receive a three percent (3%) applied rate. Additionally, the classification specification shall be changed to REQUIRE all Senior Line Clearance Tree Trimmers to have and maintain an ISA Certification. Employees hired into the classification of Senior Line Clearance Tree Trimmer prior to July 23, 2007 will not be required but will be encouraged to obtain and maintain this ISA Certification.

p. An additional three 3% applied rate shall be paid to all Line Equipment Operators (LEO) who are certified instructors for Commercial Driver Training (CDL) for all hours spent training other workers and for class preparation.

q. A System Power Dispatcher Candidate upon successful completion of Step 4 will be advanced to Step 5 and given up to a maximum of six months to successfully obtain the NERC dispatcher certification. Upon obtaining NERC certification the candidate will graduate from the System Power Dispatcher Candidate Training

ORIGINAL

Program and will be eligible for a non-competitive appointment subject to Tacoma Civil Service Board Approval and JATC Bylaws.

r. Electrical Worker (Tree Trimmer Training) There shall be 1.5% between each step in the Departmental Pre-journey training program up to and including Step 5.

s. Senior Line Electricians (CSC 5257) and Senior Wire Electricians (CSC 5246) working as Coordinators shall receive a 3% applied rate for all hours so worked: provided that this rate will be increased to 5% effective as of the first payroll period following the Union's ratification of this Agreement. Employees will be eligible for scheduled and emergency overtime. After six months, the employee is ineligible for scheduled overtime. This applied rate shall not be subject to the provisions of section 9.1 of the contract.

t. Journey level and above employees in the Transmission & Distribution department selected to serve as Safety Coordinators shall receive a 3% applied rate for all hours so worked. Employees in this position will not be eligible for scheduled or emergency overtime related to crew assignments. This applied rate shall not be subject to the provisions of section 9.1 of the contract.

u. Electrician (CSC 5236) The City will reimburse employees in this classification for the cost of license recertification every three years. The City will pay the full cost of tuition for any required CEU training when the course has been approved in advance by management. CEU training (24 hours every three years) may be taken during an Electrician's regularly scheduled shift, with prior management approval.

Section 20.5 Establish a Joint Labor-Management Wage Adjustment Committee as follows:

A Joint Union-Management Wage Fact Finding Committee study with equal representation from the Union and Management shall be established to study and make recommendations on alleged wage inequities. Such committee shall meet within 30 days of request of either party to this agreement. Each party shall bear the expense of its representatives and other called by it to appear before the Committee. The responsibility for the preparation and presentation of the factual information pertaining to wage adjustment requests rests with the requesting party. All requests for wage adjustments must be presented to this Committee for study and recommendation before they may be submitted to negotiations. After an agreement is reached and approved by the appropriate legislative bodies, the effective date shall be the date when approved by the appropriate legislative bodies. Changes shall be included as amendments at the next opening of the Agreement. Wage adjustment request not agreed upon by this committee may be submitted by the Union-Management for further consideration at the next opening of the agreement.

This Committee shall only consider alleged wage inequities brought about by actions which have occurred during the life of this agreement.

The Committee will not be requested to convene within sixty (60) days from the approval of this agreement by the appropriate legislative bodies nor sixty (60) days prior to opening of negotiations for a successor agreement.

Section 20.6 The City and Local 483 agree to defer twenty-five cents ($0.25) per hour of the wage rates in this Agreement as a City contribution to a Medical Savings Account to be paid for all straight time compensated hours. Contributions on overtime hours shall be thirty-seven and one half ($0.375) per hour for time and one-half overtime hours and fifty cents ($0.50) per hour for double time overtime hours. Such contributions and benefits shall be subject to the applicable plan document. The contributions described in this paragraph will be eliminated January 1 of any year in which a tax is in effect that could apply to such contributions, and the parties will meet and bargain the impacts of any such change.

To calculate the new wage rate to be shown in Appendix A for each year when a COLA is specified, the formula will be: ((current wage rate + 25¢) X COLA) - 25¢.

T&D Flaggers are excluded from the District 9 supplemental pension plan and MSA plan.

Section 20.7 The following Contract Addendum is attached to this contract and will remain in effect until mutually agreed to remove:

#1 – T&D Flagger dated November 20, 2003. (Revised TA 4/1/17)

Section 20.8 Employees covered by this Agreement are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997, and in accordance with the provisions in the Tacoma Municipal Code; provided that the option to participate in the VEBA program will terminate effective January 1st of any year in which changes to federal or state law make it possible that participation in the program will result in a tax or penalty on amounts contributed, and the parties will meet and bargain the impacts of any such change.

ARTICLE 21 - SAVINGS

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to immediately renegotiate any part or provisions in this Agreement rendered or declared invalid.

ARTICLE 22 - DISCIPLINE

Section 22.1 The Union may grieve any disciplinary suspension of five (5) working days up through twenty-two (22) working days under the grievance procedure as outlined in Article 8 of this Agreement starting at Step 3.

Section 22.2 Any suspension greater than twenty-two (22) working days, dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of this Agreement, or submitted to Civil Service Board. Should the employee elect to use the Civil Service Board procedure to appeal a disciplinary action, the employee irrevocably waives the right to appeal through the grievance procedure. Similarly, should the employee elect to use the grievance process, it must be filed at Step 3 in accordance with the grievance procedures outlined in Article 8 of this Agreement. The filing of a grievance irrevocably waives the right to appeal through the Civil Service Board Procedure.

ORIGINAL

APPENDIX A – WAGE SCALES

With the exception of T&D Flagger, wage scale calculations include the twenty-five cent (25¢) Retirement Health Savings (RHS) contribution. Rates shown with the 25¢ subtracted.

Code	Classification	Applied Rate		2017 Rate	OT
4122	Communications System Technician, I				
	Step 1			32.33	64.66
	Step 2			33.95	67.90
	Step 3			35.64	71.28
	Step 4			37.42	74.84
	Step 5			39.29	78.58
4120	Communications System Technician, II			47.15	94.30
4121	Communications System Technician, III			50.08	100.16
4119	Communications System Technician, Apprentice		% of Communications Tech II		
	Step 1		69.16%	32.61	65.22
	Step 2		70.97%	33.46	66.92
	Step 3		73.17%	34.50	69.00
	Step 4		75.36%	35.53	71.06
	Step 5		77.57%	36.57	73.14
	Step 6		79.77%	37.61	75.22
	Step 7		81.81%	38.57	77.14
5004	Craft Helper		% of Top Step		
	1st 6 months			20.39	A
	7th through 18th month			21.41	A
	19th through 30th month			22.48	A
	31st through 42nd month			23.61	A
	Thereafter			24.79	A
2125	Electrical Inspector		% of Electrical Inspector		
	1st 17 months		90.71%	39.07	78.14
	18th through 35th month		95.24%	41.02	82.04
	thereafter		100.00%	43.07	86.14
		m	106.30%	45.78	91.56

5242	Electrical Meter & Relay Technician, Apprentice		% of Electrical Meter & Relay Tech		
	Step 1		74.82%	33.74	67.48
	Step 2		76.73%	34.60	69.20
	Step 3		79.13%	35.68	71.36
	Step 4		81.52%	36.76	73.52
	Step 5		83.92%	37.84	75.68
	Step 6		86.32%	38.92	77.84
	Step 7		88.72%	40.00	80.00
5230	Electrical Meter & Relay Technician			45.09	90.18
5230	Advanced Electrical Meter & Relay Technician		% of 5230.0 rate of pay		
	5230.0 Step 1		100.00%	45.09	90.18
	5230.1 Step 2	k	101.00%	45.54	91.08
	5230.2 Step 3	k	102.00%	45.99	91.98
	5230.3 Step 4	k	103.00%	46.44	92.88
	5230.4 Step 5	k	104.00%	46.89	93.78
	5230.5 Step 6	k	105.00%	47.35	94.70
	5230.6 Step 7	k	106.00%	47.80	95.60
	5230.7 Step 8	k	107.00%	48.25	96.50
	5230.8 Step 9	k	114.25%	51.52	103.04
	5230.9 Step 10	k	125.00%	56.36	112.72
5239	Electrical Trainee				
	1st Year			24.13	48.26
	2nd Year			27.42	54.84
5240	Electrical Worker				
	1st Year			27.35	54.70
	2nd Year			28.72	57.44
	3rd Year			30.16	60.32
	Thereafter			31.66	63.32
5240	Electrical Worker – Tree/Fire/Signal				
	Step 1	e	91.00%	27.21	54.42
	Step 2	e	92.50%	27.66	55.32
	Step 3	e	94.00%	28.11	56.22
	Step 4	e	95.50%	28.55	57.10

ORIGINAL

	Step 5	e	97.00%	29.00	58.00
	Step 6	e	98.50%	29.45	58.90
	Step 7	e	100.00%	29.90	59.80
5236	Electrician			38.45	76.90
0623	Energy Services Representative				
	1st 6 months			30.06	60.12
	7th through 18th month			31.55	63.10
	19th through 30th month			33.13	66.26
	31st through 42nd month			34.80	69.60
	Thereafter			36.53	73.06
6008	Facilities Maintenance Mechanic				
	Step 1			32.20	A
	Step 2			33.81	A
	Step 3			35.49	A
6009	Facilities Maintenance Mechanic, Lead				
	Step 1			35.40	A
	Step 2			37.18	A
	Step 3			39.04	A
5244	Fire Maintenance Electrician, Apprentice		% of Fire Maintenance Electrician		
	Step 1		78.00%	33.77	67.54
	Step 2		80.00%	34.63	69.26
	Step 3		82.50%	35.72	71.44
	Step 4		85.00%	36.80	73.60
	Step 5		87.50%	37.88	75.76
	Step 6		90.00%	38.96	77.92
	Step 7		92.50%	40.04	80.08
5270	Fire Maintenance Electrician		% of Fire Maintenance Electrician		
			100.00%	43.29	86.58
		h	104.00%	45.02	90.04
5145	Heating & Air Cond. Maint. Mechanic Supervisor				

	Step 1			37.42	74.84
	Step 2			39.29	78.58
	Step 3			41.26	82.52
	Step 4			43.32	86.64
	Step 5			45.48	90.96
5132	Hydro Project Electrician				
			100.00%	45.85	91.70
		a	106.50%	48.83	97.66
5285	Hydro Project Electrician Apprentice		% of Hydro Project Electrician		
	Step 1		75.10%	34.43	68.86
	Step 2		77.10%	35.35	70.70
	Step 3		79.10%	36.27	72.54
	Step 4		81.10%	37.19	74.38
	Step 5		83.10%	38.10	76.20
	Step 6		85.10%	39.02	78.04
	Step 7		87.10%	39.94	79.88
	Step 8		89.10%	40.85	81.70
5301	Hydro Project Mechanic				
			100.00%	45.85	91.70
		a	106.50%	48.83	97.66
5287	Hydro Project Mechanic Apprentice		% of Hydro Project Mechanic		
	Step 1		75.10%	34.43	68.86
	Step 2		77.10%	35.35	70.70
	Step 3		79.10%	36.27	72.54
	Step 4		81.10%	37.19	74.38
	Step 5		83.10%	38.10	76.20
	Step 6		85.10%	39.02	78.04
	Step 7		87.10%	39.94	79.88
	Step 8		89.10%	40.85	81.70
5056	Hydro Utility Worker				
	1st Year		86.38%	29.72	59.44
	2nd Year		90.69%	31.21	62.42
	3rd Year		95.25%	32.78	65.56
	Thereafter		100.00%	34.41	68.82

ORIGINAL

5057	Hydro Utility Worker, Senior			39.58	79.16
5253	Line Clearance Tree Trimmer			40.08	80.16
5254	Line Clearance Tree Trimmer, Senior		% of Senior LC Tree Trimmer		
			100.00%	43.66	87.32
		o	103.00%	44.97	89.94
		j	105.00%	45.84	91.68
		j & o	108.00%	47.15	94.30
5255	Line Electrician		% of Line Electrician		
		b	79.90%	37.25	74.50
			100.00%	46.62	93.24
		d	103.00%	48.02	96.04
		c	107.00%	49.88	99.76
5241	Line Electrician, Apprentice		% of Line Electrician		
	Step 1		71.41%	33.29	66.58
	Step 2		73.23%	34.14	68.28
	Step 3		75.49%	35.19	70.38
	Step 4		77.77%	36.26	72.52
	Step 5		80.03%	37.31	74.62
	Step 6		82.30%	38.37	76.74
	Step 7		84.57%	39.43	78.86
	Step 1	d	73.56%	34.29	68.58
	Step 2	d	75.42%	35.16	70.32
	Step 3	d	77.76%	36.25	72.50
	Step 4	d	80.10%	37.34	74.68
	Step 5	d	82.43%	38.43	76.86
	Step 6	d	84.77%	39.52	79.04
	Step 7	d	87.11%	40.61	81.22
5257	Line Electrician, Senior		% of Senior Line Electrician		
			100.00%	52.20	104.40
		d, s, t	103.00%	53.77	107.54
		s	105.00%	54.81	109.62
5256	Line Equipment Operator		% of Line Equip Operator		
			100.00%	38.61	77.22
		p	103.00%	39.77	79.54

5273	Signal/Street Light Electrician, Apprentice		% of Signal & Light Elec.		
	Step 1		78.14%	31.37	62.74
	Step 2		80.12%	32.16	64.32
	Step 3		82.62%	33.16	66.32
	Step 4		85.09%	34.16	68.32
	Step 5		87.59%	35.16	70.32
	Step 6		90.06%	36.15	72.30
	Step 7		92.56%	37.15	74.30
	Step 1	d	80.49%	32.31	64.62
	Step 2	d	82.53%	33.13	66.26
	Step 3	d	85.10%	34.16	68.32
	Step 4	d	87.65%	35.18	70.36
	Step 5	d	90.22%	36.22	72.44
	Step 6	d	92.76%	37.23	74.46
	Step 7	d	95.34%	38.27	76.54
			100.00%	40.14	80.28
		d	103.00%	41.35	82.70
5275	Signal & Light Electrician		% of Signal & Light Elec.		
			100.00%	40.14	80.28
		d	103.00%	41.35	82.70
		g, i	104.00%	41.75	83.50
		f	110.00%	44.15	88.30
5274	Signal & Light Electrician, Senior		118.00%	47.37	94.74
5116	Substation Operator, Senior		% of Sr. Substation Operator		
	1st 6 months		95.23%	43.74	87.48
	Thereafter		100.00%	45.93	91.86
5120	Systems Power Dispatcher		% of System Dispatch Generation Desk		
	Distribution Desk	l	90.94%	51.54	103.08
	Generation Desk Rate		100.00%	56.67	113.34
	Coordinator	l	108.06%	61.24	122.48
5119	Systems Operator Power Dispatcher Candidate		% of System Dispatch Generation Desk		

ORIGINAL

			70.79%	40.12	A
			74.33%	42.12	A
			78.04%	44.23	A
			81.94%	46.44	A
		q	86.04%	48.76	A
5252	T&D Arborist			47.03	94.06
5003	Flagger, T & D				
	First 1040 hours			19.90	A
	Second 1040 hours			20.99	A
	Thereafter			22.10	A
52380	Tool & Equipment Room Coordinator				
	Step 1			33.57	A
	Step 2			35.24	A
0617	Utility Services Specialist		% of Utility Services Spec.		
	Step 1			36.63	A
	Step 2			38.47	A
	Step 3			40.39	A
	Step 4			42.41	A
	Step 5			44.53	A
	Step 6			46.75	A
	Step 7	n		49.09	A
5245	Wire Electrician		% of Wire Electrician		
		b	79.90%	36.65	73.30
			100.00%	45.87	91.74
		d	103.00%	47.25	94.50
5243	Wire Electrician, Apprentice		% of Wire Electrician		
	Step 1		71.93%	33.00	66.00
	Step 2		73.00%	33.49	66.98
	Step 3		75.31%	34.55	69.10
	Step 4		77.59%	35.59	71.18
	Step 5		79.99%	36.69	73.38
	Step 6		82.20%	37.71	75.42
	Step 7		84.51%	38.77	77.54
	Step 1	d	74.10%	33.99	67.98

	Step 2	d	75.19%	34.49	68.98
	Step 3	d	77.56%	35.58	71.16
	Step 4	d	79.92%	36.66	73.32
	Step 5	d	82.39%	37.79	75.58
	Step 6	d	84.67%	38.84	77.68
	Step 7	d	87.05%	39.93	79.86
5246	Wire Electrician, Senior		% of Senior Wire Electrician		
			100.00%	51.26	102.52
		d, s, t	103.00%	52.80	105.60
		s	105.00%	53.82	107.64
5302	Wynoochee Project Maintenance Technician				
	Step 1			35.61	A
	Step 2			36.45	A
	Step 3			37.30	A
	Step 4			38.19	A

ORIGINAL

APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2017-2018:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents

are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute $40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.

6.2.5 Wellness Credit. Employees participating in wellness will receive a $20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Group Health HMO Plan, or a $40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

a. Employees Who Participate in Wellness – $1250 per year for employees selecting employee-only coverage; $2500 per year for employees insuring one or more dependents.

b. Employees Who Do Not Participate in Wellness – $500 per year for employees selecting employee-only coverage; $1000 per year for employees insuring one or more dependents.

ORIGINAL

6.3 **Dental and Vision Insurance.** The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.

6.4 **Dual Coverage.** No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 **Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

6.6 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168

Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time.

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.

6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

ORIGINAL

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

6.8.1 Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave.

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal

wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of $596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be $23.84, the deduction from sick leave and/or PTO would be $596/$23.84=25 hours.

6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.

6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.

6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest $1,000 of coverage.

6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

ORIGINAL

6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to $3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 **Wellness**

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.

b. Review all Health Trust Fund/Flex Account balances monthly.

c. Review experience reports monthly.

6.15.2 Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

ORIGINAL

EXECUTED THIS 16 DAY OF April, 2018.

City of Tacoma
Tacoma Power

Linda McCrea
Director of Utilities

City Manager

Human Resources Director

Finance Director

IBEW, Local 483

Business Manager 3/16/2018

Approved as to form:

Cheryl Comer 3-26-18
City Attorney Deputy

Attest

Doris Sonntag 4-12-2018
City Clerk

INDEX OF ADDENDUMS AND LETTERS OF UNDERSTANDING/AGREEMENT

LETTERS OF UNDERSTANDING / LETTERS OF AGREEMENT

No.	Description	Effective Date
1.	Joint Apprenticeship Training Programs (Revised 4/1/17)	07-29-08
2.	Non Standard Work Hours (Revised 4/1/17)	05-12-00
3.	Major Multi-Day System Outage Compensation (Revised 4/1/17)	03-02-00
4.	Utility Services Specialist	06-23-95
5.	Work Assignment Flexibility (Revised 4/1/17)	08-26-03
6.	Fircrest Employee Transition Agreement (Revised 4/1/17)	11-09-00
7.	Wynoochee River Project – Work Flexibility (Revised 4/1/17)	02-28-05
8.	Travel Reimbursement Training/mtgs. (Revised 4/1/17)	05-09-05
9.	Line and Wire Construction Inspection	06-05-08
10.	Trouble Crew Overtime (Revised 4/1/17)	01-01-11
11.	Mutual Aid Response	05-16-16

ADDENDUMS

No.	Description	Effective Date
1.	T & D Flaggers (Revised 4/1/17)	11-20-03

ORIGINAL

Letter of Agreement
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483
Subject: Joint Apprenticeship Training Programs
Original Date: March 5, 2004
Revision Date: April 3, 2006
Revision Date: February 8, 2007
Revision Date: July 29, 2008
Revision Date: April 1, 2017

1. Joint Apprenticeship Training Programs

The Joint Apprenticeship Training Programs are intended to develop competent journey level workers by ensuring quality training in a fair and equitable manner. The Joint Apprenticeship Training Programs will be administered by the Joint Apprenticeship Training Committee (JATC) as outlined in the IBEW, Local 483 Tacoma Power Joint Apprenticeship Training Program Agreement. Satisfactory progress must be maintained throughout the entire program. Individuals not maintaining satisfactory progress are subject to termination, per the by-laws approved by the JATC, regardless of their probationary period.

2. Electrical Trainees (entry level)

Electrical Trainees may be recruited from skilled craft/construction trade preparatory programs, community outreach sources and the Community as a whole. The Electrical Trainee classification will not be the sole source of entry into the Joint Apprenticeship Training Program. Applicants will be evaluated on basic aptitude, physical fitness, interviews as well as other criteria. Employees in this classification will be required to obtain a permanent appointment to a different City of Tacoma classification within twenty-four months of his/her date of hire.

At any time during the Electrical Trainee employment period, subject to satisfactory progress, the City may request of the Civil Service Board a noncompetitive appointment to one of the appropriate apprenticeship classifications. The Civil Service Board has the sole discretion whether or not to grant the noncompetitive appointment. If such appointment is not granted then the Electrical Trainee's employment may be terminated.

If a permanent appointment to a different classification is not achieved within twenty-four months from the date of original appointment, or if at any time satisfactory progress is not made during the twenty-four-month period, their employment will be terminated.

Electrical Trainees will be compensated in the following manner:
First year of employment will be 60% of the 100% base rate
Second year of employment will be 68% of the 100% base rate

3. Apprenticeship Classifications

The following classifications are governed by the IBEW, Local 483 and Tacoma Power Joint Apprenticeship Training Program:

Apprentice Line Electrician
Apprentice Wire Electrician
Apprentice Meter Technician
Sr. Substation Operator
Systems Power Dispatcher Candidate
Advanced Meter/Relay Technician
Apprentice Communication Systems Technician
Apprentice Hydro Project Electrician
Apprentice Hydro Project Mechanic

All apprentices hired into these apprentice classifications will be at the Step 1 rate of pay.

4. Apprenticeship Appeals

If the apprentice wishes to appeal the decision of the JATC and request a hearing with a neutral hearings panel, the apprentice shall notify the Transmission and Distribution Manager and IBEW Local 483 Business Manager within ten (10) calendar days of being notified of the JATC decision. The neutral hearings panel shall be scheduled within twenty (20) calendar days of the apprentice's request for said hearing and shall be comprised of four (4) members. Two (2) members shall be appointed by Local 483 and come from another IBEW Local Union with utility jurisdiction in Washington State that provides training in similar crafts and two (2) shall be appointed by management and be representatives from other electrical utilities in Washington State that provide training in similar crafts. The chair of the craft subcommittee and the apprentice shall present all relevant information to the neutral hearings panel. Both parties shall be in attendance for the presentation of information, and available to answer any questions from the neutral hearings panel. The Transmission and Distribution Manager and the IBEW Local 483 Business Manager shall make every effort to be present to provide specific information or answer any questions that the panel may feel is relevant, but will not actually participate in deliberations and shall be non-voting members. The four (4) members of the neutral hearings panel shall have equal authority in the deliberation process and decision of the panel. The panel shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the collective bargaining agreement, this LOA or the Joint Apprenticeship Training Agreement. Their power of decision shall be limited to upholding or overturning the decision of the JATC. The decision of the neutral hearing panel shall be final and binding.

A non-majority decision of the four-member neutral hearings panel may be appealed by the apprentice to a neutral arbitrator. The apprentice must notify the Transmission & Distribution Manager and the IBEW Local 483 Business Manager, within ten (10) calendar days of being notified that there was not a majority decision of the four-member neutral panel and that the apprentice wishes to appeal the case to a single neutral arbitrator. The single neutral arbitrator will be selected from a list of three (3) PERC arbitrators requested by the IBEW, Local 483 Business Manager and the Tacoma Power Transmission & Distribution Manager. The Local 483 Business Manager will strike one name from the list and then the Transmission and Distribution Manager will strike one name, leaving a final name that will be the neutral arbitrator. Local 483, the City and the apprentice will be allowed to make presentations to the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding.

ORIGINAL

The City of Tacoma shall only bear the expenses related to the cost of the neutral arbitrator. The neutral arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the collective bargaining agreement, this LOA or the Joint Apprenticeship Training Agreement. Their power of decision shall be limited to upholding or overturning the decision of the JATC.

It is agreed this is the sole appeal process for the classifications noted in Section 3 of this Letter of Agreement.

5. Indemnification

This indemnification clause only applies to the Joint Apprenticeship Training Program and the decisions and actions of the JATC and its sub-committees.

It is understood and agreed that as a condition of participating in this JATC program, adopted pursuant to the collective bargaining agreement, that the decisions of the four-member hearing panel and/or a neutral arbitrator are final and binding upon all parties. Neither the City, nor the Local, nor the apprentice shall bring any action to challenge the result of the arbitration process.

The City agrees that any collateral attack upon the final and binding nature of the decision of the arbitration process brought by the apprentice shall be defended by the City, at its expense and that Local 483 shall be held harmless and indemnified against the expense of defending the final and binding nature of the arbitration decision.

The City shall hold-harmless and indemnify Local 483 from and against any claim, loss, cost or expense resulting from a cause of action arising out of any employment or personnel decision which results from the outcome of the arbitration or employment process related to the apprenticeship training program, except insofar as said claim relates to a cause directed solely at the Local and based on dishonest, fraudulent, malicious or criminal misconduct, provided that the Local cooperate with the defense of any claim and further provided that the foregoing indemnification provisions shall not apply to demands, claims or cross claims brought by the Local against the City.

The City shall hold harmless and indemnify all neutral hearing panel participants from and against any claim, loss, cost or expense resulting from a cause of action arising out of any decisions they should render, to the same extent and under the same terms and conditions as the City provides legal protection to employees pursuant to the City Code provisions 1.12.920, 1.12.930 and 1.12.940.

6. Workers Compensation

The City of Tacoma is a self-insured Workers Compensation Program. Any injury which is incurred by an apprentice or employee covered by this LOA while performing supervised class work or training covered by this LOA will be covered by the City of Tacoma Workers' Compensation program.

7. Termination of Agreement

This Letter of Agreement will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City, with a written 180-day notice.

8. Good Faith Agreement

Both IBEW Local 483 and Tacoma Power understand and agree that this program is a mutual undertaking which both will endeavor to successfully implement. The 180-day cancellation clause will not be implemented until and unless both parties have exhausted all reasonable avenues to resolve any differences.

Original signed by:

Gary Armfield Date: 8/29/08
Superintendent, Tacoma Power

Joy St. Germain Date: 8/22/08
Human Resources Director

William A. Gaines Date: 9/2/08
Director of Utilities/CEO

Alice Phillips Date: 8/21/08
IBEW 483 Business Manager

ORIGINAL

Letter of Understanding
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483
Subject: Non Standard Work Hours
Revised Date: April 1, 2017

In an effort to accommodate the specific needs of the employees in the Light Division bargaining unit, the City of Tacoma, Tacoma Public Utilities (Department), and Local Union #483, International Brotherhood of Electrical Workers (Union), hereby agree to adjust hours from the standard work week as follows:

The intent of this Letter of Understanding is to help provide improved customer service and allow flexible work schedules to help reduce commuting time to and from work and to accommodate greater personal flexibility in work schedules.

Upon voluntary request of the employee, and by mutual agreement with the assigned supervisor, standard work hours of 8:00 a.m. to 4:30 p.m. (Article 14, Section 14.1 B) and the standard lunch period of 12:00 noon to 12:30 p.m. may be adjusted. This voluntary request may be in response to an opportunity identified by the supervisor. Such schedules shall be between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday only, and will identify the agreed thirty (30) minute lunch period. This would facilitate schedules such as nine/eighties, four/tens, and shifted eight-hour days within these time frames. Shop stewards and the Union need to be aware of all work hour agreements that are outside of 8:00 a.m. to 4:30 p.m. work hours, and as such, the Department will keep and post a record of such changes for review by the Union. Guidelines for shifts will be given by the Department to any employee upon request for such change.

In the event that there are more volunteers than opportunities, initial selection will be made based on the seniority of the crew leaders involved. Once an assignment is made, seniority cannot be used to "bump" an existing crew or person from the assigned work hours. Involuntary crew assignments will not be made to accommodate any non-standard shifts.

All shifts shall conform to the Fair Labor Standards Act.

Flexible work hours may be terminated, effective at the start of a pay period, unilaterally by either the employee or the supervisor with a written ten-day notice, or at any time by mutual agreement of the employee and the supervisor.

For any shifts other than regular (8:00 a.m. to 4:30 p.m., Monday through Friday), and starting between 7:00 a.m. -9:00 a.m. (inclusive), established under this Letter of Understanding, an employee working or reporting to work prior to 5:01 a.m. for unscheduled overtime, immediately preceding the assigned shift, the overtime rate shall be paid until such time as the emergency job is complete or the employee is relieved from the job by the supervisor. At the completion of the emergency job or when relieved by the supervisor, the crew may elect to continue working the assigned shift at straight time or take the remainder of the shift off without pay. If specifically requested by the supervisor to continue working the assigned shift, the employee shall be paid at the overtime rate.

Where coverage (for sick leave, vacation, etc.) is needed, the City will incur and pay all applicable costs (overtime, call-out, meals, etc.) due to assignment of individuals from different shifts.

Vacation, Sick Leave, Jury Duty, and Military Leave is to be taken on an hourly basis, as appropriate for the established shift. Holidays, Floating Holidays, and Incentive Days will be taken as eight hours of Holiday pay, plus additional hours, as appropriate for the established shift.

Nothing in this letter is intended to be used as precedent for future contract negotiations, other City operations, or with other employees represented by Local #483, IBEW.

It is understood this LOU will be in effect for the pay period immediately following its approval. This LOU will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30-day written notice.

Original signed by:

FOR THE CITY:

Mark Crisson Date: 6/15/00
Superintendent, Tacoma Power

Steve Klein Date: 6/15/00
Light Division Superintendent

Phil Knudsen Date: 6/14/00
Human Resources Director

FOR THE UNION:

Rick Hite Date: 6/14/00
IBEW 483 Business Manager

ORIGINAL

Letter of Understanding
Between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483

Subject: Major Multi-Day System Outage Compensation
Original Date 3/2/00
Revised Date: April 1, 2017

When a major multi-day outage occurs, the employee of the Transmission & Distribution (T&D) section are typically asked to work several consecutive and extended shifts, the accelerated staffing levels are required to meet the expectation of our customers, restore the delivery of their electrical power, and respond to their concerns in a professional manner. It is essential to Tacoma Power and its employees to build and maintain customer loyalty particularly during the unprecedented change due to the pending restructuring of the electrical industry.

This Letter of Understanding (LOU) addresses the compensation paid to the T&D employees covered by this collective bargaining agreement during these events. The compensation outlined in this LOU may be activated for the entire T&D section or individual T&D work units on a case-by-case basis when Tacoma Power is experiencing a major multi-day system outage which has caused known widespread customer outages. The determination of what events qualify for this compensation will be made by the T&D Manager and may be implemented for the entire T&D Section, or by individual work units within T&D, as determined by the T&D Manager. Employees in work units designated as eligible for this compensation will be paid at their normal overtime rate for all hours worked after completion of their first normal shift during each event.

The T&D Manager will deactivate the major system outage compensation on a T&D section-wide basis or by individual work units at his/her discretion. Some work units may be removed from this compensation prior to others based on the circumstances of the outage. When the major system outage pay is deactivated the provisions of this LOU are no longer in effect and normal contract language concerning overtime pay will immediately prevail.

It is understood this LOU will be in effect from the pay period immediately following its approval. This LOU will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a written 30-day notice.

Original signed by:

FOR THE CITY:

Mark Crisson Date: 6/16/00
Superintendent, Tacoma Power

Steve Klein Date: 6/15/00
Light Division Superintendent

Phil Knudsen Date: 6/14/00
Human Resources Director

FOR THE UNION:

Rick Hite Date: 6/14/00
IBEW 483 Business Manager

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF TACOMA, INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 17 AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483

The City of Tacoma, employer, International Federation of Technical and Professional Engineers Local 17, and IBEW., Local 483, hereby agree as follows:

1. The City has reorganized the Light Division to better respond to customer needs and provide more efficient work product through flexible job classifications, including: Utility Services Representative I ("USR I"): Utility Services Representative II ("USR II"); and Utility Services Specialist.

2. The USR I and USR II positions will be represented by IFPTE, Local 17. The Utility Services Specialist position will be represented by IBEW, Local 483. The City voluntarily recognizes IFPTE, Local 17, as the representative of the USR I and USR II positions. The City voluntarily recognizes IBEW, Local 483, as the representative of the Utility Services Specialist position. Those positions will be included in the Light Division bargaining unit.

3. IBEW, Local 483, acknowledges that the USR I and/or USR II classifications may be used in other departments/divisions/areas in the City, including but not limited to Tacoma Public Utilities ("TPU"), Loveland and Public Works. With the exception of a decision to reclassify a current IBEW, Local 483, position, IBEW, Local 483 agrees not to file any grievances, civil lawsuits or administrative charges challenging the use of the USR I and/or USR II classifications.

4. IFPTE, Local 17, acknowledges that the Utility Services Specialist classification may be used in other departments/divisions/areas in the City, including but not limited to TPU, Loveland and Public Works. With the exception of a decision to reclassify a current IFPTE, Local 17, position, IFPTE, Local 17, agrees not to file any grievances, administrative complaint or civil lawsuit challenging the use of Utility Services Specialist classification.

5. IFPTE, Local 17, recognizes that it has no claim to the work performed in the Commercial area, such as Downtown Network, Tideflats, Fredrickson, and Tacoma Mall.

6. This Memorandum of Understanding resolves all issues and IFPTE, Local 17 agrees to withdraw its petition, with prejudice, in PERC Case No. 9396-C-91-545.

7. Employees performing USR I, II, or Specialist work full-time for 90 consecutive calendar days or more shall be subject to the union security clause of the respective collective bargaining agreements.

8. This agreement is effective upon the final date signed below.

Original signed by:
Sarah T. Luthens, Union Representative, IFPTE. Local No. 17 (6-20-95); David F. Smith, Local 483, IBEW Business Manager, (6-23-95); Robin Jenkinson, City Attorney (6-21-95); Jan C. Gilbertson, Human Resources Director (6-22-95); Mark Crisson, Utilities Director (6-23-95) and Ray E. Corpuz, Jr., City Manager (6-23-95).

ORIGINAL

Letter of Understanding
City of Tacoma
Department of Public Utilities, Tacoma Power
and
Local 483, International Brotherhood of Electrical Workers
Work Assignment Flexibility
Original Date: April 1, 2000
Revised Date: April 1, 2017

In acknowledgement of the Employer's request to seek and identify areas of continuous improvement and remain competitive in today's utility industry, the Employer (City of Tacoma Department of Public Utilities, Tacoma Power) and the Union (Local #483, IBEW) hereby agree as follows:

It is in the best interest of all parties that the work is performed as safely and as efficiently as possible, and in support of this principle, it is agreed that qualified bargaining unit (journey-level)/ trained employees perform the task identified. It is also recognized that specific trades or classifications have designed into their apprenticeships and crafts specific type of training and/or work functions. It is further recognized that certain type work assignments are unique to specific job classifications with the utility industry.

The intent of this language is not to change or dilute clearly defined work assignments but to identify some areas where mutual benefit can be obtained to ensure the employer and the employee can remain a competitive force. Nor is it the intent of this language to create a loss of work or employment to any classification, but to ensure efficient installation, maintenance and operation of utility equipment. Nor is it the intent to establish composition line/wire crews to perform work under normal circumstances. As such, the following areas of work assignments can be performed by qualified (journey-level), trained employees without regard to classification:

1. *Meter & relays with integrated internal communication functions* - In the interest of reducing the number of crafts needed to complete a hardware installation and/or maintenance, the Meter/Relay work group and Communication work group will cooperatively work to reduce redundancy of assignment and focus on ways to more efficiently assign such tasks without regard to classification. If personnel are formally trained and qualified and can perform the work safely, they may work on the following Communication and Meter Relay auxiliary devices without regard to classification: voice frequency internal/external FCC type accepted modems, RS-232 port switches, telephone line sharing devices, front panel access to meter/relay devices. It is further agreed that when there is a problem, actual or suspected, with a communications circuit, the communications work group will be notified of the problem. It is expected that the Communication, and Meter Relay work groups will work cooperatively to determine suitability, communications exchange criteria and compatibility of a new piece of equipment before it's introduced into the system. When a new piece of equipment is introduced into the system, Union and Management will form a group to review areas of overlap.

2. *Substation get-away cables* - In the interest of reducing the number of crafts needed to finish an installation and/or maintenance of substation get-away cables either a Line Electrician or a Wire Electrician, if qualified (journey -level) and trained, may perform such work. Such work would include the pulling, terminating, conduit: isolation,

troubleshooting and removal of said cables. Only Wire Electricians will perform work that requires access to the substation switchgear bus work.

3. *Substation high-side drops* - In the interest of reducing the number of crafts needed to complete an installation and/low maintenance of the work, as it relates to high-side drops into a substation or switching station, either a Line Electrician or a Wire Electrician may perform this type of work, if qualified (journey-level) and trained.

4. *Augmentation of system operations with journey-level employees* - In the interest of recognizing the workplace advantages of staffing the classification of Senior Substation Operator with journey-level Wire and Line personnel, properly trained in the classification duties of a Substation Operator, we acknowledge the need for flexibility. The current Substation Operators shall not suffer a loss of employment or assignment as a result of this new direction by the Employer. All parties agree with concept as follows:

    a. When journey-level Line Electricians are performing or assigned to the classification of Senior Substation Operator they shall be able to assist Trouble Crew personnel upon request for purpose of efficient restoration of service to our customers. In such situations the most senior Trouble Crew person shall be set up to Senior Line Electrician for all hours assigned. It is not the intent to reassign work normally performed by a formal line crew but intended to allow a legal compliment of personnel to perform efficient restoration of service.

    b. For the efficiency of operations at Tacoma Power, when Substation Operators aren't readily available, both Line and Wire journey-level personnel who are properly trained shall be enabled to perform their own activation or deactivation of the recloser function and the rolling in/out of breakers as it relates to the work specifically assigned to the crew. The training and work would include the tagging and administrative functions related to this task. This improved customer service is targeted for Tacoma Power's northeast and southern service areas, currently including these substations (potential Ft. Lewis area, if acquired):

        Knoble
        Hylebos
        Browns Point
        Crescent
        Frederickson
        Elk Plain
        Graham
        Lacamas
        Madigan*
        Ft. Lewis Central *
        Ft. Lewis South*
        Sequalichew*

Original signed by:

Rick E. Hite, IBEW, Business Manager	**Date**	**9/8/03**
Steve Klein for Mark Crisson, Director of Public Utilities	**Date**	**9/23/03**
Steven Klein, Tacoma Power Superintendent	**Date**	**9/23/03**
Phil Knudsen, Human Resources Director	**Date**	**8/25/03**

ORIGINAL

Letter of Understanding
Between
City of Fircrest
and
City of Tacoma
Department of Public Utilities, Light Division, (Tacoma Power)
and
Local 483 International Brotherhood of Electrical Workers
and
Warehouse, Automotive, Food Public Employees, Driver Sales
& Special Services Union Local 599 General Unit
Subject: Fircrest Employee Transition Agreement
Date: 11/9/00
Revised Date: April 1, 2017

The City of Fircrest (Fircrest) and City of Tacoma, Department of Public Utilities, Power Division (Tacoma Power) are proposing to enter into an agreement where Tacoma Power will purchase the electrical distribution system asset of Fircrest and will become the provider of retail electrical service in Fircrest Tacoma Power has agreed to offer the following affected Fircrest employees the option to transfer to employment with Tacoma. Fircrest, Tacoma Power, Tacoma Water, Local 483 IBEW and Local 599 Teamsters *have* entered into this Letter of Understanding to memorialize the agreed to items surrounding the affected Fircrest employee.

Classifications:
The following Fircrest employee will be provided the opportunity of being appointed into the following City of Tacoma classifications:

Bart Minnitti - Line Electrician 100%

Seniority
Seniority in the initial position will be calculated based on the date of appointment as a City of Tacoma employee. The only exception shall be that seniority for layoff purposes for the Line Electrician classification shall be calculated based on combined years of service with Fircrest and Tacoma.

Aggregate Service
Aggregate service will be calculated using time as a City of Tacoma employee.

Vacation.
Fircrest shall pay to the employee any vacation balance at the time of transition. Vacation accrual will be based on the employee's aggregate service with Tacoma. (Vacation accrues at a rate of 3.69 hours per pay period for new City of Tacoma employees).

The Employee's beginning vacation leave balance with Tacoma will be determined by subtracting the Tacoma beginning annual accrual of (12 days) from the Fircrest annual accrual on the date of transition. This amount (zero days Bart Minnitti) will be credited to the employees' vacation balance one time and will not be repeated in future years. Tacoma agrees to allow the employee to schedule leave without pay during the first year of employment with Tacoma for up to their amount of accrued vacation with Fircrest, at the time of transition, minus any credited days as discussed above.

Sick Leave
The employee's sick leave balance with Tacoma will begin at zero (0). (Sick leave accrues at a rate of 3.69 hours per pay period for City of Tacoma employees).

Longevity
The employee's longevity will be based on aggregate service with Tacoma.

Promotional Opportunities
All promotional opportunities will be open to the Fircrest employees under this Agreement who meet the Tacoma minimum requirements. Years of employment with Tacoma and Fircrest as a Line Electrician shall apply to the experience requirement for future Senior Line Electrician examinations.

Retirement
The affected Fircrest employee will have the option, as provided by Washington law (RCW 41.04.400 et. seq.), to elect to retain membership in PERS as Tacoma Power employees or join the Tacoma Employee Retirement System (TERS), upon appointment as a Tacoma employee. Affected Fircrest employees shall exercise such option within 30 days of appointment as a Tacoma employee.

Probation
The employee will serve no probationary period under this Agreement for their initial position.

Pre-employment Physical
The employee will be required to successfully complete a pre-employment physical examination and drug screen, but not a physical ability test.

Medical and Health Coverage
The employee's medical coverage (including dependents) will be bridged.

Dental Coverage
The employee's dental coverage (including dependents) will be bridged. Tacoma will contact Washington Dental and instruct them to maintain the employee's present percentage of coverage (70-100%),

Original signed by:

FOR TACOMA:

Mark Crisson, Director of Utilities, TPU	**Date: 11/16/00**
Steven Klein, Superintendent Tacoma Power	**Date: 11/18/00**
Ken Merry, Superintendent Tacoma Water	**Date: 11/20/00**
Mary Brown for Phil Knudsen, Human Resources Director	**Date: 8/25/03**

FOR FIRCREST:

Susan Clough, City Manager, City of Fircrest	**Date: 11/15/00**

FOR UNIONS:

Rick E. Hite, IBEW, Local 483	**Date: 11/9/00**
Scott Haines, Teamsters Local 599	**Date: 11/21/00**

ORIGINAL

Letter of Understanding
Between
City of Tacoma
Department of Public Utilities,
Light Division (dba Tacoma Power)
And
Local 483
International Brotherhood of Electrical Workers
Original Date February 28, 2005
Revision Dated October 11, 2010
Revision Date: April 1, 2017

Subject: Wynoochee River Project – Work Flexibility

In acknowledgement of the employer's request to seek and identify areas of continuous improvement and remain competitive in today's utility industry, and due to the remote location, small work crew and lengthy response times of support staff from within the utility, the employer (Tacoma Power) and the Union (Local #483, IBEW) hereby agree to the following work assignment flexibility. This agreement is intended to be for the special circumstances surrounding the needs of Tacoma Power's Cushman Hydro Project and Wynoochee River Project.

The employees normally assigned to the Wynoochee Project may consist of any or all of the following classifications listed below that will vary over time depending on numerous circumstances:

Assistant Hydro Project Manager (Plant Manager)
Wynoochee Maintenance Technician
Hydro Utility Worker
Hydro Utility Worker, Senior
Hydro Project Mechanic
Hydro Project Electrician
Contracted-out Maintenance Worker

1. Electrical and mechanical maintenance for specialized powerhouse and switchyard equipment, including but not limited to, hydroelectric generators, governors, exciters and plant control systems will be the responsibility of Hydroelectric Project Electricians and Hydroelectric Project Mechanics.

2. During forced outages, short term equipment failures and emergency circumstances, Wynoochee employees will be allowed to make minor adjustments and repairs to the specialized equipment to restore service and minimize outage time. Routine maintenance and operations will be conducted by employees, including contracted out workers, normally assigned to the Wynoochee project (herein after referred to as "Wynoochee employees").

3. New installations of electrical and mechanical equipment will be the responsibility of Hydro Project Electricians, Hydro Project Mechanics or a contractor.

4. Repairs and maintenance of mechanical and electrical auxiliary systems, including but not limited to lighting, air compressors, unit heaters, and pumps, will be the responsibility of Wynoochee employees.

5. All project operations will be the responsibility of the Wynoochee employees.

6. Communication system installations, maintenance and repairs will be the responsibility of the communications shop, with the exception of minor cable repairs. Cable installations and repairs in the project residences will be the responsibility of the Wynoochee employees. Under certain conditions, usually under the direction of the communication shop, Wynoochee employees will be allowed to assist in trouble shooting and repair of communication systems.

7. To insure effective and efficient project operation, the Plant Manager is allowed to perform limited work as needed, but will normally be accompanied by another Wynoochee employee, if immediately available, except in situations that are considered emergency in nature.

8. Supervision, scheduling and determining which employee is properly trained and qualified for assigned duties shall be the responsibility of the Plant Manager.

9. Shift changes may be made as necessary to provide operational coverage, meet employee needs and accomplish or accommodate specific projects. Core work hours of up to 10 hour days, Monday through Friday and may be adjusted between the hours of 7:00 a.m. and 5:00 p.m. based on operational needs. However, employees assigned to alternate shifts will be paid an additional $1.00 per hour for all hours worked outside of the core hours, except for overtime work and within the guidelines of the FLSA. There shall be no pyramiding of pay.

10. Employees assigned stand-by shall be compensated at $3.00 per hour for all hours assigned and shall be compensated a minimum of 2 hours at the applicable overtime rate when required to provide service to the Project operation.

11. Any employee performing overtime work between 12:00 midnight and 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) and working two (2) hours or more past midnight shall receive an additional four (4) hours pay at the straight-time rate. Personnel relieved from duty on or before 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) shall report for work by 12:00 noon of the same day to be eligible for the additional four (4) hours pay.

    An employee working three (3) or more hours unscheduled overtime immediately preceding the regular shift shall be paid at the overtime rate until such time as the emergency job is complete or the employee is relieved from the job by the supervisor. At the completion of the emergency job or when relieved by the supervisor, the employee may elect to continue working the regular shift at straight time or take the remainder of the regular shift off without pay. If specifically requested by the supervisor to continue working the regular shift, the employee shall be paid at the overtime rate.

ORIGINAL

Additionally, this LOU will not exclude management from utilizing appropriate Tacoma Power employees not normally assigned to the project or contract employees when deemed necessary.

The following shall apply to the Wynoochee Maintenance Technician and Senior Hydro Utility Worker classifications, when permanently assigned to Wynoochee:

1. Effective May 1, 2015 the overtime category for the classification of Wynoochee Maintenance Technician will change to C (double overtime). Senior Hydro Utility Worker will be maintained as overtime category C.

2. Required to participate in the PTO plan rather than vacation and sick leave plans.

3. All holidays (ninety-six (96) total hours per year) will be considered floating holidays. Floating holiday hours must be used in full-shift increments unless the employee has fewer remaining floating holiday hours than the employee's full shift, in which case the remaining hours can be used in hourly increments. Employees' chosen days off must be scheduled and approved in advance. Employees may not take more than six (6) consecutive work days off using floating holidays. Floating holiday hours may be used prior to accrual, however, if used before earned the unearned hours will be deducted from the separating employee's final pay check.

4. A CDL with class A endorsement is required.

5. Employees will be required to rotate stand-by duty. Effective January 1, 2016 employees will be given two (2) weekends (excluding holiday weekends) of standby relief per calendar year. These dates shall be established with the approval of their supervisor.

6. Hourly pay rates are identified in Appendix A of the current collective bargaining agreement.

The effective date of the revised Letter of Understanding is April 1, 2017.

It is not the intent of the parties for this Letter of Understanding to be used as a precedent with respect to any other contracts for any other divisions or departments of the City or by other employees represented by this union or any other union.

This Letter of Understanding will remain in effect until terminated. This Letter of Understanding may be terminated at any time by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a written 60-day notice.

Original Signed by:

Theodore C. Coates
Power Superintendent/COO

William A. Gaines
Director of Utilities/CEO

Joy St. Germain
Human Resources Director

Alice Phillips
Business Manager, IBEW, Local 483

Letter of Understanding
Between
Department of Public Utilities, Light Division, (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483

Subject: Travel Reimbursement for Training and Meetings
Original Date: May 9, 2005
Revised Date: April 1, 2017

The intent of this Letter of Understanding (LOU) is to simplify the mileage reimbursement procedure for Tacoma Power Transmission & Distribution employees assigned to the South Service Center (SSC) and who are required to use their personal vehicle while attending a required meeting or training class at either the Tacoma Municipal Building or Tacoma Power's North Service Center during normal business hours.

The compensation agreed to in this LOU is in lieu of mileage reimbursement consistent with the City of Tacoma Policies and Procedures For Payment Of Employee Expenses as it specifically relates to employees using a private vehicle for City business. This LOU only applies to employees represented by IBEW Local 483 and who are working in Tacoma Power's Transmission & Distribution Section.

Employees who are required to report to the Tacoma Municipal Building or Tacoma Power's North Service Center during normal business hours for a training class or meeting will be compensated a flat rate of $10.00 per day for using their personal vehicle, regardless of the distance from their home to either of these off-site locations or the duration of the training class or meeting.

In the event an employee assigned to the SSC is required to attend a training class or meeting to an off-site location other than the Tacoma Municipal Building or Tacoma Power's North Service Center, then the City of Tacoma Policies and Procedures For Payment Of Employee Expenses will apply in accordance with the Fair Labor Standards Act and this LOU does not apply.

All other employees not assigned to the SSC will be compensated for travel expenses in accordance with the City of Tacoma Policies and Procedures For Payment Of Employee Expenses and in accordance with the Fair Labor Standards Act.

This LOU is not intended to modify Article 13 Section 13.4 of the current Collective Bargaining Agreement between Tacoma Power and IBEW Local 483.

Nothing in this LOU is intended to be used as precedent for future contract negotiations, other city operations, or with other employee's responsibilities represented by IBEW Local #483.

It is understood this LOU will be in effect at the beginning of the pay period immediately following its approval. This LOU will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30 day written notice.

ORIGINAL

Original signed by:

FOR THE CITY:

Gary Armfield for Steven J. Klein Date: 5/16/05
Superintendent, Tacoma Power

Steve Klein for Mark Crisson Date: 5/16/05
Director of Utilities

Woodrow Jones Date: 5/23/05
Human Resources Director

FOR THE UNION:

Alice Phillips Date: 5/24/05
Business Manager, IBEW Local 483

Letter of Understanding
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483
Subject: Line and Wire Construction Inspection
Date: June 5, 2008

This Letter of Understanding (LOU) is a result of recent changes to the Tacoma Power Clearance and Tagging Procedures book. The City of Tacoma, Tacoma Public Utilities, Tacoma Power (Department), and Local No. 483, International Brotherhood of Electrical Workers (Union) hereby agree to the following:

The Tacoma Power System Dispatcher will have the authority to issue a clearance to a journey-level contract employee. The contract employee issued a clearance will be responsible for the safety and work performed by the contract crew. It is the responsibility of the contractor to provide qualified journey-level employees under the intent of WAC 296-45. For the purpose of this agreement, journey-level employee shall mean an individual who holds the credentials of a Journeyman Lineman or a Journeyman Wireman.

In the event a journey-level Tacoma Power employee becomes injured and has been placed on limited duty, at management's discretion, the assignment of inspector may be considered for the injured employee provided that their skill set and limitation of return to work will qualify them for this assignment.

<u>Guidelines for inspection and issuing electrical clearances to a qualified journey-level contract employee working on Tacoma Power's transmission and distribution system:</u>

1. All line or wire contract crews will receive training on Tacoma Power's switching and tagging procedures, as well as emergency radio procedures, before they will be issued a clearance. The Transmission & Distribution (T&D) Safety Office, in conjunction with the Tacoma Power Dispatch Office, will provide this training annually to all clearance holders.
2. All Tacoma Power and contract employees who successfully complete training will be issued a card, and their attendance will be tracked by the T&D Safety Office.
3. All contract line or wire crews will be assigned to an inspector.
4. The inspector and their immediate supervisor will discuss type, complexity, and location of work to be performed and mutually determine the number of contract crews or clearances the inspector can deal with at any one time.
5. An inspector will not inspect more than two (2) line or wire crews at any one time.
6. It is understood that not all inspections will occur at the time the work is being performed; some inspections may be performed through spot inspections after the work has been completed.
7. All communications related to switching and tagging will be communicated over the radio to the Tacoma Power Dispatcher.

ORIGINAL

8. The inspector will be present during all switching events prior to the issuing of the clearance and will also be present during the testing and grounding. In addition, the inspector will inspect the work completed by the contractor before the grounds are removed and the clearance is released to the Tacoma Power Dispatcher.
9. The journey-level contract employee will be issued a clearance.

Original Signed by:

Gary D. Armfield Date: 6/10/08
Superintendent, Tacoma Power

Alice Phillips Date: 2/5/08
IBEW, Local 483, Business Manager

William A. Gaines Date: 6/12/08
Director of Utilities/CEO

Joy St. Germain Date: 2/6/08
Human Resources Director

Letter of Understanding
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers Local 483

Subject: Trouble Crew Overtime
Effective: January 1, 2011
Revised: April 1, 2017

This Letter of Understanding (LOU) confirms the understanding reached through discussion of filling temporary vacancies on the Trouble Crew and further, changes the applicability of 14.3(c) and (e) for the Trouble Crews.

For Trouble Crew day shift vacancies that occur on weekdays, management may, in its discretion, fill the position using a qualified Line Electrician, leave the vacancy unfilled and use the remaining Trouble Crew member in an alternate capacity, or call another Trouble Crew member to fill the vacancy. Where management elects to fill a vacancy with a Line Electrician, the vacancy will be filled by seniority from a voluntary list of interested Line Electricians.

For Trouble Crew vacancies of three days or less that occur on swing/evening shifts or weekends, management will first attempt to fill the position with another Trouble Crew member.

In exchange, the following will apply:

1. Article 14.3(c) and (e) of the Collective Bargaining Agreement will not apply to the Trouble Crew.
2. Members of the Trouble Crew will be called first for overtime during the four (4) hours before and the four (4) hours after their shifts; and
3. During those times, the "On Duty" Trouble Crew members will be available for such coverage.
4. Line Electricians assigned to fill a Trouble Crew vacancy prior to 4:30 p.m. of the day before the vacancy will serve in the standby role and be compensated as a Trouble Crew member.

If is understood that if a conflict exists between the terms herein and those of LOU #3 "Major Multi-Day System Outage Compensation" date March 2, 2000, that LOU #3 will prevail.

Nothing in this letter is intended to be used as precedent for future contract negotiations, other City operations, or with other employees represented by IBEW 483.

This Letter of Understanding will be in effective January 1, 2011 and will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30-day written notice.

Original Signed by:

Theodore C. Coates 12/23/2010 **Alice Phillips 12/23/2010**

ORIGINAL

Power Superintendent/COO **Business Manager, IBEW, Local 483**

William A. Gaines 12/23/2010
Director of Utilities/CEO

Joy St. Germain 12/23/2010
Human Resources Director

Letter of Understanding
Between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483

Subject: Mutual Aid Response
Date: May 16, 2016

When another utility requests emergency mutual aid, employees of the Tacoma Power Transmission & Distribution (Employer) section may be asked to respond. It is in the common interest of both parties to this Agreement that a clear understanding exists as to how this response will be handled. This Letter of Understanding (LOU) addresses the manner in which employees are dispatched and compensated for mutual aid response.

When the Employer decides to respond to an emergency mutual aid request for another utility, crews will be assembled in accordance with Section13.7 of the Collective Bargaining Agreement (CBA). In the event that the mutual aid request happens during an existing outage response on the Employer's property, then the mutual aid crews will be assembled from the overtime list which is already in use for that outage response. In all other cases mutual aid crews will be assembled from that day's overtime list.

The following conditions shall apply to mutual aid employees:

- Mutual aid employees will be compensated at their overtime rate of pay for all hours worked from the time that they leave the Employer's property until the time that they return.
- Mutual aid employees shall receive all other compensation in accordance with the existing language in the CBA with the exception of Section 14.3 (b). If employees return to the Employer's property less than eight (8) hours prior to the start of their normal workday, then the language in Section 14.3 (b) shall apply for that day.
- If a mutual aid crew elects, or is directed, to stop work and rest, then all such hours will be unpaid. Employees will return to their overtime pay status upon returning from a rest period.

This LOU does not apply to courtesy assistance to other utilities during regular working hours; it is intended to address storm-related issues, or other natural disasters. This LOU may be opened or cancelled with thirty (30) days' notice to either party.

For City of Tacoma

Joy St. Germain
Human Resources Director

Chris Robinson
Power Superintendent

William Gaines
Utilities Director

For IBEW Local 483

Alice Phillips
Business Manager

ORIGINAL

Contract Addendum #1
between
City of Tacoma
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483

Subject: Transmission and Distribution Flagger Classification
Original Date: 3/16/00
Revised Date: November 20, 2003
Revision Date: October 11, 2010
Revision Date: April 1, 2017

This Letter of Understanding (LOU) confirms the understanding reached through discussion regarding termination of the Hiring Hall Agreement dated 10-3-97 and the Flagger Agreement LOU dated 11-18-98. Upon ratification by the Union of this LOU and approval of this LOU by management, the two referenced LOU's will be replaced by the following:

1. A classification of Transmission and Distribution (T&D) Flagger has been established. This classification is subject to random drug/alcohol tests as part of the random CDL pool and subject to the same requirements as specified by the Federal Department of Transportation (DOT).

2. T&D Flagger benefits will be based on the average of all compensated time over the past six months (hours worked divided by 1040, rounded to the nearest tenth) and will be calculated twice a year on January 31 and July 31. Any changes required to the FTE hours will be effective beginning the first full pay period immediately following the above listed dates. Flaggers that average .4 to .6 FTE will receive benefits at the equivalent of .6 FTE. Flaggers that average less than .4 FTE will receive benefits at the actual FTE rate. Flaggers that average above .6 FTE will receive benefits at the actual FTE rate.

3. Normal hours of work for T&D Flaggers are defined as anytime between the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday. T&D Flaggers will normally not have preset schedules but will be called as needed. Flaggers are expected to be available for work when called.

4. T&D Flaggers will be paid overtime for any hours worked outside of the normal work hours (7:00 a.m. to 5:30 p.m. Monday through Friday) or for work which is in excess of 40 hours per week or on weekends and holidays. The overtime rate will be one and one half times the straight time rate of pay. Compensation for Sundays and holidays will be as provided for in the Compensation Plan.

5. T&D Flaggers are expected to report for duty at the job site or their headquarters (whichever is specified by the crew leader) within 45 minutes of being called, T&D Flaggers are not eligible for mileage reimbursement at any time.

6. When called to work during the normal work hours, T&D Flaggers will be entitled to a minimum of four (4) hours of straight time pay. When working more than four (4) hours but less than eight (8) hours during the normal work hours, they will be paid for actual hours worked.

7. T&D Flaggers whom are not scheduled to work but are required to attend meetings, safety meetings and training activities will be entitled to a minimum of two (2) hours of straight time pay.

8. For overtime call-out purposes, T&D Flaggers will be paid a minimum of three (3) hours of overtime pay which includes travel pay. Travel pay shall consist of one (1) hour at the overtime rate, each way (overtime pay at time and 1/2). T&D Flaggers are entitled to contract specified meal allowances as covered in Article 14 (five (5) day a week employee section). Section 14.3(b), "Night Premium" does not apply to the T&D Flagger classification.

9. Whenever possible, T&D Flaggers will take their unpaid meal periods with the crew to which they are assigned. T&D Flaggers may be required to work during the crew's normal lunch period. In such cases they will be provided an appropriate unpaid meal period and breaks at alternative times. T&D Flaggers will not have a "normal" meal period, in no case shall the scheduling of the meal period exceed the time specified in State of Washington regulations.

10. Article 9 (Seniority) of the contract does not apply to the T&D Flagger classification, except for purposes of lay off. T&D Flaggers are not eligible to take temporary upgrades. T&D Flaggers will not be automatically eligible for set-up to any other classification. Any decision to set-up a T&D Flagger will be done at the sole discretion of management

11. Management will make a good faith effort to utilize T&D Flaggers whenever possible, however job assignments will be made at the sole discretion of management.

12. T&D Flaggers will be made available to Tacoma Water and Click! Network after T&D has determined Flaggers are not needed. In the event T&D needs Flaggers, and they have been dispatched outside of T&D, Tacoma Water and Click! Network agree to release assigned Flaggers back to T&D. The only exception to this will be for the two (2) Flaggers assigned to Tacoma Water.

13. The T&D Flaggers will not be considered for after-hour emergency call outs for either Tacoma Water or Click! Network.

This agreement is intended to be for the special circumstances surrounding the needs of Tacoma Power, Transmission and Distribution Section, Click! Network, and Tacoma Water. It does not apply to any other employees in Tacoma Power or any other division/department of the City of Tacoma.

Original Signed by:

Theodore C. Coates
Power Superintendent/COO

Alice Phillips
Business Manager, IBEW, Local 483

William A. Gaines
Director of Utilities/CEO

Joy St. Germain
Human Resources Director

ORIGINAL