

**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  
Revised: October 11, 2010  
Revised: May 1, 2015

**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. Installation, repair and maintenance of the Hydromet data collection system will be the responsibility of the Wynoochee employees, unless that function is performed by USGS or some other agency.
7. 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.
8. 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.
9. Supervision, scheduling and determining which employee is properly trained and qualified for assigned duties shall be the responsibility of the Plant Manager.
10. 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.
11. 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.
12. 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.

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 will be considered as floating holidays and may be used at any time during the year when scheduled and approved in advance, except they may not be grouped together in increments of greater than six consecutive work days and may be used prior to accrual, however, if used before earned the unearned days will be deducted from the separating employee's final pay check. Such floating holidays may be taken in hourly increments if an employee works an alternate work schedule (i.e., 4/10s or 9/80s).
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 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 May 1, 2015.

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.

**For the City:**

  
Chris Robinson Date 5-14-15  
Power Superintendent/COO

  
William A. Gaines Date 5/12/15  
Director of Utilities/CEO

  
Joy St. Germain Date 5-1-2015  
Human Resources Director

**For the Union:**

  
Alice Phillips Date 4/22/2015  
Business Manager, IBEW, Local 483