

**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
Revision Date: August _____, 2023

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~~ per the by-laws approved by the JATC, regardless of their probationary period.

2. Electrical Trainees Pre-Apprentice (entry level)

Electrical ~~Trainees~~ Pre-Apprentice may be recruited from skilled craft/construction trade preparatory programs, community outreach sources and the Community as a whole. The ~~Electrical Trainee~~ Pre-Apprentice 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 twelve (12) ~~twenty-four~~ months of his/her their date of hire.

At any time during the Electrical Pre-Apprentice ~~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 Pre-Apprentice ~~Electrical Trainee's~~ employment may be terminated.

If a permanent appointment to a different classification is not achieved within ~~twenty-four~~ twelve (12) months from the date of original appointment, or if at any time satisfactory progress is not made during the ~~twenty-four~~ twelve (12) month period, their employment will be terminated.

Electrical ~~Trainees~~ Pre-Apprentices 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~~

Code	Classification	Applied Rate		2023 Rate	OT
5239	Electrical Trainee <u>Electrical Pre-Apprentice</u>				
	1 st Year			<u>30.32</u>	<u>60.64</u>
	2 nd Year			<u>27.42</u>	<u>54.84</u>

Electrical Pre-Apprentices are excluded from the Medical Savings Account and deduction.

Overtime will be awarded at the sole discretion of Management. The following sections of the current CBA shall not apply to Electrical Pre-Apprentices: Article 14, Section(s) 14.3 b., 14.3 c., Section 14.3.d., Section 14.3.e., 14.3.f. Management will attempt to distribute overtime equitably among the Electrical Pre-Apprentices.

Standard work hours for Electrical Pre-Apprentices shall be as follows:

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 no earlier than 7:00 A.M. and ending no later than 6:00 P.M. Schedules may consist of five (5) eight (8) hour shifts Monday – Friday, or four (4) ten (10) hour shifts on consecutive days.

Pursuant to WAC 296-45-25505 management shall provide any required Personal Protective Equipment.

Due to the nature of this training program, the following sections and articles of the current collective bargaining agreement shall not apply to Electrical Pre-Apprentices: Article 9. In addition, Electrical Pre-Apprentices are not subject to apprenticeship appeals.

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.

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 _____ Joy St. Germain _____ Date: 8/22/08
Superintendent, Tacoma Power _____ Human Resources Director

William A. Gaines _____ Date: 9/2/08 _____ Alice Phillips _____ Date: 8/21/08
Director of Utilities/CEO _____ IBEW 483 Business Manager

City of Tacoma

Local 483, International Brotherhood
of Electrical Workers, Light Division
Unit

Elizabeth Pauli
City Manager

Byron Allen
Business Manager

Jackie Flowers
Director of Public Utilities

Chris Robinson
Power Superintendent

Shelby Fritz
Human Resource Director

Dylan Carlson
Labor Relations Division Manager

Approved as to form:

Deputy City Attorney