

**2024–2028**

**AGREEMENT**

**By and Between**

**the**

**CITY OF TACOMA**

**and**

**LOCAL NO. 483**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**

**TACOMA POWER**

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**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 Tacoma Public Utilities, City of Tacoma, hereinafter designated as the "City", 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 City 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 City, 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 City and the Union. To these ends this Agreement is made.

The City 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 City, 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 City and its interests and to prevent loss of tools and materials, and they will cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

The Union and the City share in a commitment to attracting and retaining a highly skilled trades workforce that reflects the diversity of our community. We believe that diversity makes us strong and furthers the City of Tacoma's commitment to workforce equity and anti-racism initiatives. We will continue to partner in recruitment and workforce development initiatives, including apprenticeships, to increase the participation of historically marginalized groups in skilled trades.

## **ARTICLE 1 – TERM OF AGREEMENT**

**Section 1.1** This Agreement shall remain in full force and effect from April 1, 2024, to and including March 31, 2028, provided that, if either party desires to terminate the Agreement on the anniversary date of March 31, 2028, 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.

**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 AND DUES DEDUCTION**

**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 – Leave for Business Manager/Representative** The Director of Public Utilities or City Manager 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 (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

**Section 2.3** The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

**Section 2.4 – Deductions** The City agrees to deduct from the pay of each employee, who has so authorized it, the Union initiation fees, monthly dues, and assessments as certified by the secretary of the Union. The City will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee's authorization from the Union, the City will deduct from the employee's pay membership dues and remit the same to the Union no later than the second payroll cycle following receipt of the authorization.



The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union initiation fees, monthly dues, or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union initiation fees, monthly dues, or assessments, the City will forward the request to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

**Section 2.5** The City will furnish to the Union a roster and pay status of current bargaining unit employees. 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 2.6** The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

**Section 2.7** 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 2.8** 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 their membership in the union.

**Section 2.9** The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

**Section 2.10** The City agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of 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.

### **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.

Should an employee covered by this Agreement have a concern related to crossing a picket line they should contact their supervisor for direction. Immediately after giving the employee direction the supervisor will contact the Union Representative advising them of the situation and the direction given to the employee.

### **ARTICLE 5 – DEFINITIONS**

**Section 5.1 – Union Steward** A Union member employed by the City 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 or Alternate Schedule Employee** A non-shift employee working a workweek of five (5) consecutive eight (8) hour days, or four (4) consecutive ten

(10) hour days (a 4/10 schedule) - Monday through Friday. 4/10 and 9/80 schedules will be consistent with applicable City of Tacoma policy (currently PMP 320 – Flex-Time Policy).

**Section 5.5 – Eight-Hour Day** Eight (8) consecutive hours exclusive of the thirty (30) minute lunch period.

**Section 5.6 – Ten Hour Day** Ten (10) consecutive hours exclusive of the thirty (30) minute lunch period.

**Section 5.7 – Flex (Alternative) Day Off** An unpaid day off between Monday and Friday resulting from a flexed or alternative schedule.

**Section 5.8 – Shift Worker** An employee working a schedule other than the Monday through Friday workweek as set forth in Section 5.4.

**Section 5.9 – 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 5.10 – 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 workday.

**Section 5.11 – Standby** Employees on standby will be required to carry a pager or be available by telephone, and respond in accordance with their applicable work rules.

## **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 shall, upon request to the Department, be allowed reasonable time to perform these duties during regular working hours without loss of pay. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City 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 no more than 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 City. 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 or the Union may appeal the 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 Union representative) shall present the grievance to the immediate supervisor, and forward a copy of the grievance to the Union and to the Labor Relations Division. 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 fifteen (15) working days.

**Step 2** – If the Union or the employee is not satisfied with the response, then within fifteen (15) working days of receipt of the supervisor's answer, the employee (or designated Union representative) will forward the grievance, an explanation of the violation, and proposed remedy to the Section/Division Manager, with a copy to the Labor Relations Division. The Section/Division Manager will, within fifteen (15) working days, render to the employee their decision and the reasons for it in writing.

**Step 3** – If the Union or the employee is not satisfied with the response, then within fifteen (15) working days of receipt of the Section/Division Manager's answer, the grievance will be forwarded to the Division/Department Head, with a copy to the Labor Relations Division.

The Division/Department Head will meet with the designated Union representative and the Grievant to review the circumstances of the grievance. The Division/Department Head will then render their decision within fifteen (15) working days following this meeting.

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

**Optional Labor Management Grievance Subcommittee** Upon mutual agreement the parties may convene a Labor Management Grievance Subcommittee consisting of no more than a total of six (6) voting members, three (3) from the department and three (3) from the Union side to review the merits of the grievance in an attempt to resolve the Grievance. The appropriate Division/Department Head and the Union Business Manager shall make every effort to participate in the Grievance Subcommittee as non-voting participants. Should the parties identify a proposed resolution, it will be submitted to the appropriate Section/Division Head for consideration. If the parties agreed to convene a Labor Management Grievance Subcommittee, the parties shall hold timelines in abeyance until the conclusion of committee meeting.

**Step 4** – If the employee is not satisfied with the response, then within fifteen (15) working days of receipt of the Division/Department Head's answer, the employee (or designated Union representative) will forward the grievance to the Utilities Director or City Manager (as appropriate) for possible resolution. The Utilities Director or City Manager (after consultation with the Division/Department Head and Union Business Manager) shall submit their answer in writing within fifteen (15) working days after personal receipt of the grievance.

**Optional Grievance Mediation** If the parties are unable to resolve a grievance at this level or any level where the City and Union mutually agree, the parties may request grievance mediation utilizing services provided by the Public Employment Relations Commission. If mediation is agreed to, the parties shall hold timelines in abeyance until the conclusion of mediation.

**Step 5** – Grievances not resolved under the above steps may 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 the City 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 attorney's 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 their 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 City. 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 Power Systems Operations work group will be when the Balancing, Interchange and Transmission Power System Operator Coordinator or Distribution Power System Operator Coordinator is absent from the Control Center for two (2) hours or more, or the work is assigned by the Supervisor, during the regularly scheduled Power System Operator Coordinator shift, Monday through Friday. A Power System Operator (Distribution or Reliability) providing such coverage shall be set-up to the Power System Operator Coordinator rate of pay plus an application of rate of ten percent (10%) for all hours worked covering both assignments.
- D. By appointing the JATC apprentice in accordance with the JATC by-laws.
- E. Exceptions to Section 9.1, A thru D:
  - 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 Mechanic Electrician or Electrician, Lead if the HVAC Supervisor is absent from the job site for one (1) day or more. The upgraded employee will be compensated at a rate of pay that is a minimum of five percent (5%) higher than the highest hourly rate of pay of those they are supervising. Should the Electrician, Lead be upgraded, the upgraded employee will be compensated at a rate of pay that is five (5) percent higher than their current rate of pay. The upgraded employee shall remain assigned to the HVAC Supervisor role until six (6:00) A.M. the following day unless alternate coverage time is approved by management. 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 the employee possesses the necessary qualifications to perform the duties of the job. For regular, permanent positions, no more than one (1) such assignment per year per employee shall be permitted.

Senior Line Electrician (Crew/Truck Number Only)  
Line Electrician (Trouble Crew)

2. The selection process for filling temporary and permanent vacancies to the Power System Operator, Reliability and the Power System Operator Coordinator 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).

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 the employee possesses the necessary qualifications to perform the duties of the job. No more than one (1) 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 the employee feels is beyond their capacity.

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

All training offered by the City 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 the City. 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 the City.

## **ARTICLE 10 – SELECTION OF PERSONNEL AND NON-DISCRIMINATION**

**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 pursuant to Federal, State and Local laws and regulations and/or City policy based on protected class status including but not limited to 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 opportunities. Furthermore, employees who feel they have been discriminated against are encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Officer or use the grievance procedure set up under this Agreement.
- c. It is mutually agreed that there should be no unlawful harassment.

## **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 with the expiration of the Joint Labor Agreement. 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 Joint Labor Agreement most recently ratified by both parties.

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, twenty-two dollars (\$22.00) 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).

### **Section 13.4.1 – Transmission and Distribution Section Employees Only Mileage**

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 twenty-two dollars (\$22.00) 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.

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.

**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.

For Wire work performed at locations where commuting is impractical, Management will provide employees with a scope of work, duration of the job, and lodging arrangements that have been secured in advance. The City will provide as much advance notice as feasible. If lodging arrangements later change, employees who accepted or rejected the initial job opportunity will have an opportunity to accept or reject the opportunity again using the same initial overtime order.

### **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. Substation Group Only – To aid in the equitable distribution of scheduled overtime, the Department will track total scheduled overtime on an annual basis. Total scheduled overtime will be comprised of two (2) components.
  1. Scheduled overtime Hours Worked – Scheduled overtime opportunity hours accepted and worked by an employee.
  2. Scheduled Overtime Hours Offered – Scheduled overtime opportunity hours an employee declined, or failed to answer a call for.

Total annual scheduled overtime hours will include hours of Scheduled Overtime Hours Worked and Scheduled Overtime Hours Offered. The parties agree to address issues of equitable distribution of overtime in the Overtime Labor/Management Committee.

- c. 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 paycheck, 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 eight (8) hours.
- d. Meal allowances shall be one-half (1/2) of the current Line Electrician rate.

2. The following guidelines apply to Trouble Crews:

- 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 six (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 six (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 eight (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 six (6) hour intervals.
- e. Meal allowance shall be one-half (1/2) of the current Line Electrician rate.

### **Section 13.18 – Clothing Allowance**

A clothing allowance of five (5) hours' pay at the base Line Electrician rate shall be provided to all permanent employees in the following classifications:

<b>Classifications which receive allowance:</b>	
<b>CSC</b>	<b>Job Title</b>
4119	Communication System Technician, Apprentice
4122	Communication System Technician I
4120	Communication System Technician II
4121	Communications System Technician III
5004	Craft Helper
5270	Fire Maintenance Electrician
5244	Fire Maintenance Electrician, Apprentice
5301	Hydro Project Mechanic
5056	Hydro Utility Worker
5238	Tool & Equipment Room Coordinator
5302	Wynoochee Project Operations/Maintenance Technician
<b>Classifications which receive FR clothing:</b>	
<b>CSC</b>	<b>Job Title</b>
5242.A	Electrical Meter & Relay Technician, Apprentice
5230	Electrical Meter & Relay Technician
5236	Electrician
5230.1-9*	Advanced Meter & Relay Technician
5237	Electrician, Lead
5240	Electrical Worker
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 an 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 13.18.2 – Tacoma Power provided Line Boots** 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 (1) pair of such boots every twenty-four (24) months once they have completed two consecutive years of service as a Senior Line Electrician, Line Electrician or a combination of both.

Senior Line Clearance Tree Trimmers, Line Clearance Tree Trimmers and the T&D Arborist (if the employee 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 (2) 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.

**Section 13.18.3** Line Equipment Operators, Wire Electricians, Wire Electrician Senior, Wire Electrician Apprentices, Hydro Mechanics, Hydro Mechanic Apprentices, Hydro Electricians, Hydro Electrician Apprentices, Hydro Utility Workers, Wynoochee Project Operations/Maintenance Technician, Electrician, Lead Electrician, TPU Facilities Maintenance Mechanic, TPU Lead Facilities Maintenance Mechanic, Heating/AC Maintenance Mechanic Supervisor, Meter Technicians, Advanced Meter and Relay Technicians, Network Construction Technicians and Telecommunication Utility Workers shall be entitled to boot allowance of the amount equivalent to four (4) hours of the Line Electrician straight time rate of pay for the purchase of work boots every twelve (12) months. 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.



**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 Hourly Employees Out-of-Town Business Travel Pay Guidance Policy. This section applies to hourly employees in 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 7:00 a.m. Eight (8) hours of work shall constitute a normal workday.
- b. Standard hours of work shall be from 7:00 a.m. to 3:30 p.m. local time, allowing thirty (30) minutes for lunch.
- c. Employees may work a non-standard work schedule in accordance with the provisions of the non-standard work schedule Letters of Understanding attached to this agreement.

**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 approved 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, Juneteenth, 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 Appendix A 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 11:00 p.m. and 3:00 a.m. (with the exception of flex days off, Saturdays, Sundays, and holidays) and working two (2) hours or more past 11:00 p.m. shall receive an additional half-day's (1/2) pay at the straight-time rate. Personnel relieved from duty on or before 3:00 a.m. (with the exception of flex days off, Saturdays, Sundays, and holidays) shall report for work by one-half way through their shift 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 two (2) 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 two (2) 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 their 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.

The City and the Union agree to use the Overtime LMC to discuss 1) equitable overtime distribution in the Wire department; 2) develop a Pilot Program to address Senior Line Electrician and Senior Wire Electrician set-ups for scheduled overtime, including the following language.

An employee that is set up to a higher rate during normal work hours shall not be stepped down during adjacent overtime associated with the same job.

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 15.1.a – Substation Operator, Senior Standard Shift** The standard shift for Substation Operators shall be one of the following:

Monday thru Friday from 06:30 – 14:30  
Monday thru Thursday from 06:30 – 16:30  
Monday thru Friday from 14:30 – 22:30

Employees shall rotate shifts every three (3) weeks. All shifts shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

## **Section 15.2 – Relief Employees and Temporary Vacancies**

- a. Power System Operator 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 their basic workweek or a more senior relief employee is available to work who has not completed five (5) shifts during their 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 the vacancy occurs, except for temporary vacancies of the Power System Operator Coordinator Training or Power System Operator Coordinator BIT, which may be filled in response to business needs. Power System Operator 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 their 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.
- h. If a Power System Operator (Distribution or Reliability) temporary vacancy cannot be filled in accordance with Section 15.2(e), then a Power System Operator Coordinator may be assigned to provide coverage for a Power System Operator (Distribution or Reliability) vacancy during their regularly scheduled workday. A Power System Operator Coordinator so assigned shall receive an application of rate of ten percent (10%) above their regular rate of pay for all hours worked where they provide coverage for a Power System Operator (Distribution or Reliability) and cover their own assignment.

### **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. Substation Operator, Senior's shall receive a minimum of three (3) hours of overtime when working Scheduled Overtime on Saturday or Sunday. 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** Power System Operators 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** Power System Operators 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 1/2) hours or more before or after their regularly scheduled shift, 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**

**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.
  - 1. 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
  - 2. During those times, the “On Duty” Trouble Crew members will be available for such coverage.
  - 3. Line Electricians assigned to fill a Trouble Crew opening prior to 4:30 p.m. of the day before the opening will serve in the standby role and be compensated as a Trouble Crew member.
- b. Trouble Crews shall be compensated for overtime work in accordance with Section 13.2, 13.3 and Section 14.3(d). When a member of the Trouble Crew works their regularly scheduled evening shift and the succeeding regularly scheduled dayshift (the next day), they shall receive four (4) hours of straight-time compensation if either of the following conditions are met:
  - 1. A Trouble Crew member works an overtime period (which may include an extension of the evening shift) of which two (2) or more hours fall between 12:00 a.m. and 4:00 a.m.
  - 2. A Trouble Crew member works at least two (2) overtime periods (which may include an extension of the evening shift), of which any portions fall between 12:00 a.m. and 4:00 a.m.
- 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** For temporary Trouble Crew vacancies caused by an absence of three (3) days or less, management will first attempt to fill the position with another Trouble Crew member. Should no Trouble Crew member be willing or available to fill the temporary vacancy caused by absences, management may, in its discretion, fill the position using a qualified Line Electrician, or leave the vacancy caused by the temporary absence unfilled and use the remaining Trouble Crew member in an alternate capacity. Where management

elects to offer the upgrade to a Line Electrician, the vacancy caused by the temporary absence will be filled in accordance with Article 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.

**Section 16.6 – Application of Rate Information** An application of rate of 110% of the Line Electrician rate of pay shall be applied to individuals who are on the Trouble Crew. The Application of rate is established to compensate individuals on Trouble Crew for the following reasons:

1. The Trouble Crews function without a lead worker on their crews and are tasked with assessing outage situations quickly and efficiently.
2. Trouble Crews are required to work rotating shifts which include night, weekend and holiday work as well as mandatory availability and required rapid response to calls when off shift.

## **ARTICLE 17 – WORK RULES – CRAFT**

### **Section 17.1 – Line Group**

- a. 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.
- b. 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.



- c. When two or more Senior Line Electrician ("SLE") crews are working together, the SLE to whom the job was assigned will be the "in charge" SLE. When two or more crews are working together, the SLE assigned to be "in charge" of the job will remain "in charge." The "in charge" SLE will limit their duties to oversight of the work.

#### **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**

- 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 their 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 in accordance with the rate established in the Tacoma Joint Labor Agreement. 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 (2) 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.
- f. All Generation classifications will be entitled to a Boot Allowance as per Section 13.18.3.

### **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 14.3.a.

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 the employee or others, the employee shall be sent home on either vacation or sick leave.

- 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. The "in charge" SWE will limit their duties in accordance with applicable sections of WAC 296-45.

### **Section 17.6 – Electrical Inspections**

- a. Electrical Inspectors called for overtime work shall be provided with information describing the location, the approximate time of the inspection, and the material to be inspected.

- b. Scheduled and unscheduled overtime will first be offered to the Electrical Inspector assigned to the area for which a call-out is necessary. The next call(s) shall be in order of the Electrical Inspector on the call-out list, from least to most overtime.
- c. The overtime call-out list shall be updated on a biweekly basis to reflect hours of overtime worked and shall reset each calendar year by seniority.

## **Section 17.7 Tacoma Power Facilities Maintenance Employees**

### **After hour call outs for Tacoma Power Mechanical Maintenance employees**

All after-hour emergency calls will go to the employee who is serving in the Heating/AC Maintenance Mechanic Supervisor position first. If the Maintenance Supervisor is able to take the initial call and subsequently coordinates with other staff in the department to the after-hour emergency call the following shall apply:

- The Heating/AC Maintenance Mechanic Supervisor shall receive a minimum of one hour, or actual time worked if it exceeds one hour, at the appropriate overtime rate of pay for coordinating response to the after-hours emergency call. However, should Heating/AC Maintenance Mechanic Supervisor report to the job site to respond to the after-hour emergency call the emergency call out language in Section 13 of the current CBA apply. Compensation shall not be paid more than once for the same hours.
- If the Heating/AC Maintenance Mechanic Supervisor is unable to take the after-hours call and is unable to coordinate with other staff in the department for response, staff will be contacted in the order of seniority, from most senior to least senior, within their respective trade (mechanical or electrical) and the employee who responds first will address the emergency issue.
- The above shall also apply to employees who are being set up to the Heating/AC Maintenance Mechanic Supervisor position. An employee who is set up to Heating/AC Maintenance Mechanic Supervisor shall remain in the role until six (6:00) a.m. the following day unless alternative coverage time is approved by Management.

## **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 21.4(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 schedule shall be eighty (80) hours worked in nine (9) shifts ("9/80"), exclusive of a thirty (30) minute unpaid lunch period. Alternate schedules, including: 1) eight (8) consecutive hours for five (5) shifts ("5/8"); 2) ten (10) consecutive hours for four (4) shifts ("4/10"); or 3), early or later start-times; may be established by mutual agreement between management and an employee, such that an employee will not receive less than their standard number of straight-time hours in a workday or work week. Alternate schedules will be consistent with Personnel Management Policy 320 ("Flex-Time Policy").
- b. Standard hours of work shall be from 7:00 a.m. to 4:30 p.m. local time Monday - Friday, 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.

**Section 18.6 – Overtime** An employee called to perform overtime work shall be paid from the time the employee 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, Juneteenth, 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. An employee working three (3) or more hours unscheduled overtime immediately preceding their 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 their supervisor. At the completion of the emergency job or when relieved by the supervisor, the employee may elect to continue working their regular shift at their straight time rate or take the remainder of their regular shift off utilizing accrued leave. If specifically requested by their supervisor to continue working their regular shift, the employee shall be paid at their overtime rate.
- c. An employee reporting for overtime work less than three (3) 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 callout and all other overtime opportunities shall be offered to the appropriate Traffic Signal and Street Light Shop or Fire Electrician Shop 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.
- f. Any employee performing overtime work between 11:00 p.m. on the previous work day and 3:00 a.m. the next working day (with the exception of Saturdays, Sundays, Flex-days off, scheduled days off and Holidays) and working two (2) hours or more past 11:00 p.m. of the previous work day shall receive an additional one-half (1/2) day's pay at the straight-time rate. Personnel relieved from duty on or before 3:00 a.m. (with the exception of Saturdays, Sundays, Flex-days off, scheduled days off and Holidays) shall report for work by one-half (1/2) way through their shift of the same day to be eligible for the additional one-half (1/2) day's pay.

**Section 18.7 – Meals – Scheduled Overtime** An employee working non-scheduled overtime including callouts at least two (2) hours before or after the employee's 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.
- 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 will post for volunteers for Primary standby from the Journey and Senior Signal and Lighting Electricians. Volunteers for Primary standby shall be available to answer calls, respond appropriately and work if necessary. Public Works will post for volunteers for Secondary standby from the Journey, Senior and Qualified Apprentice Signal and Lighting Electricians. Volunteers for Secondary standby shall be available to work as the second person on the call-out crew as determined by the Primary standby employee. A Qualified Apprentice is an apprentice who is at Step 3 or higher, and possesses a CDL.
- b. When the Primary 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. The Primary standby Electrician shall dispatch themselves first, and when two (2) Electricians are needed to respond, the Primary standby Electrician shall call out the Secondary standby employee to assist. When an Electrician on Primary or Secondary standby responds to a callout to perform Electrician work they will be compensated at the Signal and Lighting Electrician overtime rate of pay they were working at on the day of, or prior to, the overtime call. The higher rate of pay shall be based upon the rate of pay the employee received for the majority of the day (more than one-half (1/2) of their regular shift) of, or prior to, the overtime call.
- d. If the Primary standby Electrician determines that more than two (2) qualified employees are required, the Primary Standby Electrician shall follow the overtime distribution process defined in 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. The employee on Primary 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 (1) to one (1).
- e. Crews responding to an emergency overtime callout may at any time request, through the employee assigned to Primary standby, additional resources to ensure a safe work site.
- f. Upon mutual agreement between the Union and the City the parties may agree to discontinue the Secondary Standby.

When an employee is assigned in a Primary or Secondary standby capacity, they shall receive standby pay in accordance with the rate established in the Tacoma Joint Labor Agreement for all such hours. Standby pay will be suspended during a callout, and the applicable contract provisions will apply. The Primary and Secondary employee(s) will be subject to call out during all hours for which they are receiving standby pay. Employees on Primary standby status will be required to carry a City cell phone. An employee on Primary or Secondary standby assignment must remain fit for duty and must respond to the 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, Signal & Lighting Electricians, Signal & Lighting Electrician Seniors, and Apprentices are entitled to new line boots, (White or equal quality), at the time of hire, not to exceed one (1) new pair every two (2) years thereafter, as needed.

When filling a temporary vacancy in the Traffic Signal and Streetlight Shop, 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.

Alternate schedules, including flex-time schedules and earlier or later start and ending times of the workday, consistent with applicable City policy (currently PMP 320), may be established by mutual agreement between management and an employee, such that an employee will not receive less than their standard number of straight time hours in a workday or work week.

Other schedules may be established 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.

**Section 19.5** A qualified employee assigned in a stand-by (on-call) capacity, outside regular working hours, shall receive as stand-by pay in accordance with the rate established in the Tacoma Joint Labor Agreement 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 four (4) mandatory holidays (Juneteenth, 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 – WORK RULES – NETWORK CONSTRUCTION TECHNICIANS**

**Section 20.1 – Seniority** For the purpose of layoff seniority dates for the following Network Construction Technicians shall be based on their initial hire date as follows pursuant to the Network Construction Tech and Click Workforce Transition Letter of Agreement executed in March of 2020:

<b>Employee Name</b>	<b>CSC</b>	<b>Job Title</b>	<b>Class Seniority Date</b>	<b>Initial Hire Date</b>
Raymond Pia	5516	Telecom Utility Worker	1/1/2003	8/28/1998
Joseph Elliot	5540	Telecom Network Const Tech	9/11/2000	4/20/1998
Christopher Bodine	5540	Telecom Network Const Tech	8/20/2018	9/23/2008
Craig Taylor	5543	Telecom Network Technician	9/11/2000	2/23/1998
Randy Sherman	5543	Telecom Network Technician	9/11/2000	3/9/1998

## **Section 20.2 – Selection of Personnel**

### **Section 20.2.1 – Lead Positions**

- a. Employees who are interested in the assignment of duties associated with the lead application of rate shall sign up on a standing interest list which shall be posted.
- b. Selection will be made from within each classification for the respective lead positions.
- c. Employees must have permanent status to be considered for Lead positions.
- d. Selections shall be based on the following:
  - Knowledge
  - Skills
  - Abilities
  - If all factors are equal, seniority shall prevail.

- e. Employees covered by this agreement who are designated by Management as Lead shall receive an additional ten percent (10%) above their current step for a minimum of two (2) hours.

### **Section 20.2.2**

- a. When three (3) or more Network Construction Technicians, Telecommunications Utility Workers, or contractors working in composite crews performing underground or aerial HFC construction work are scheduled by management to work at a single site and carry out coordinated work activities, one (1) employee will be designated as Lead and will receive the applications of rate. Management may also choose to designate leads in other situations.

**Section 20.2.3** Notwithstanding anything contained herein, Management need not consider the request of an employee who does not possess the knowledge, skill, adaptability and physical ability required for the job for which the application is made.

**Section 20.2.4** In the event that an employee with the greatest seniority is not selected for a lead position, Management shall, upon written request of the employee, submit in writing the reason(s) for the choice and identify areas for improvement.

## **Section 20.3 – General Work Rules**

### **Section 20.3.1 – Training**

- a. When selecting personnel for training necessary for the classification, consideration will be given to classification seniority.
- b. Annual membership dues for the Society of Cable Telecommunications Engineers (SCTE) will be paid for by the City for employees who wish to join. Employees pursuing SCTE certification will be reimbursed for one (1) certification exam at each level upon attaining a passing score. SCTE meetings and exams are to be completed by employees on their own time.
- c. To encourage career development and advancement, employees may be assigned by management to ride along with and observe the work of other employees. Employees covered by this agreement that participate in such activities will be paid at the current rate for the participating employee's particular classification. Providing assistance to the other employees that is of an incidental or minor nature shall not constitute work out of class.
- d. Training provided by the City of Tacoma shall be made available to all employees and employees may request the training through their supervisor.

**Section 20.3.2** 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.



In the event a discrepancy should occur in an employee's paycheck, 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 20.3.3** An employee temporarily designated to perform the work of a higher classification shall receive a two (2) hour minimum at the rate of pay for the higher classification.

**Section 20.3.4 – Shift Changes** Permanent changes in shifts shall be posted for a minimum of seven (7) days and bid in order of seniority. Employees, within their classification, shall be permitted to change days, standby and/or shifts among themselves, with the consent of the supervisor provided the Department incurs no extra expense.

**Section 20.3.5 – Time Off** An employee shall be entitled to take time off from their regularly scheduled shift equal to their earned vacation or PTO accrual. All planned time off and vacation shall be scheduled by seniority, provided that application made after March 1 of each year shall be scheduled subject to availability of relief. PTO and 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 20.3.6** Overtime rules shall be consistent with the 483 Power CBA Sections 13.2, 13.3, 13.7, 14.3(a) (b) (c) (d) (e) and (f) unless otherwise stated below.

- a. Overtime will be offered to permanent employees on a voluntary basis. In the event an insufficient number of employees volunteer for overtime work, other qualified employees in the T&D section shall be offered the overtime. If at that time there is still an insufficient number of employees to perform the work, the work shall be assigned in inverse order of seniority. Management will attempt to distribute overtime work in an equitable manner. Based on weekly records, permanent employees with the least amount of overtime shall be offered the overtime first. Current records of overtime shall be made available to employees and the Union upon reasonable request.

An employee called to perform overtime work shall be paid from the time the employee reports to the Administration Building or the job site, as they are assigned.

- b. Overtime may be paid in the form of wages, equivalent compensatory time off or a combination thereof. Compensatory time may only be earned with prior approval from the Power Superintendent or their designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.
- c. The overtime rate of two (2) times the straight time rate of pay shall be paid for all hours worked in excess of the employee's scheduled shift (workday) or any hour worked over 40 hours per week.

- d. An employee called back from scheduled vacation/PTO shall be compensated at the overtime rate of pay.
- e. A minimum of two (2) hour's overtime pay shall be allowed for work outside an employee's regular shift unless the overtime immediately precedes their shift by less than two (2) hours or follows the regular shift.

**Section 20.3.7** Adequate time will be allowed for employees to complete assigned job tasks to the quality and standard expected by management.

**Section 20.3.8 – Clothing Allowance** All permanent employees in the classifications of Telecommunications Utility Worker, and Network Construction Technician shall receive \$400, or the Clothing Allowance amount described in Section 13.18, whichever is greater, annually for a clothing allowance. Employees are expected to dress in clothing that is clean, free of tears or rips and logos (except for TPU/Power-logos), and comply with all Federal and State Safety requirements. Pants should be Carhartts, or of a similar work-style. This amount shall be paid on the employee's regular paycheck the first pay period of January. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Laundry services will not be provided to employees covered under this section.

Employees will be provided with Flash Resistant clothing when required by law.

**Section 20.3.9 – Tools and Equipment** Tools, gloves and safety equipment including crawl suits and boot covers, shall be issued to employees in the classifications of Telecommunications Utility Worker and Network Construction Technician on an as-needed basis.

**Section 20.3.10 – Safety-Related Footwear** All permanent employees in the classifications of Telecommunications Utility Worker and Network Construction Technician shall be eligible for an annual allowance equivalent to four (4) hours of the Line Electrician rate of pay for the purchase of appropriate safety-related footwear. The allowance shall be paid in the first pay period of January each year. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Descriptions of appropriate footwear are available from the supervisor. Safety-related footwear must be worn at all times while on duty.

## **Section 20.4 – Work Rules – Telecommunications Utility Worker**

### **Section 20.4.1 – Work Shifts**

- a. The standard work shift for Telecommunications Utility Workers shall be five (5) consecutive shifts of eight (8) hours between the hours of 7:00 AM to 3:30 PM, Monday through Friday, exclusive of an unpaid 30-minute lunch.
- b. Alternative schedules may be established by mutual agreement between the Union and Management. All shifts shall be in compliance with the requirements of the Fair Labor Standards Act.

- c. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break, the employee must contact the supervisor for further instructions. With proper approval, work through the lunch period will be compensated at the overtime rate.

**Section 20.4.2** Employees will be allowed up to thirty (30) minutes prior to the end of the employees established shift to finish any necessary paperwork, restock vehicles with needed supplies, clean up as needed, and/or wash and maintain the vehicles.

**Section 20.4.3 – Training Incentive** Non-probationary employees in this classification who successfully complete CLI Signal/Meter training and/or a twenty-four (24) hour vocational pole climbing training will advance, for each training, one (1) pay step at the beginning of the pay period following proof of successful completion without regard to the normal step progression. This training incentive does not affect/change the employee's hire date and/or anniversary date. Employees must make a written request for the training. Training will be made available within six (6) months of the receipt of a written request.

## **Section 20.5 Work Rules – Network Construction Technician**

### **Section 20.5.1 – Hours of Work**

- a. The standard shift for Network Construction Technicians shall be five (5) consecutive shifts of eight (8) consecutive hours (exclusive of an unpaid thirty (30) minute lunch period) between the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday.
- b. Alternative shifts may be established by mutual agreement between the Union and Management. All shifts shall be in compliance with the requirements of Local 483 Power CBA the Fair Labor Standards Act.
- c. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break, they must contact the supervisor in advance with proper approval to work through the lunch period. If work necessitates working through lunch, the lunch period will be compensated at the overtime rate.

**Section 20.5.2 – SCTE Training Opportunity** Network Construction Technicians may request to participate in coursework related to the Society of Cable Telecommunications Engineers (SCTE) certification. Approval for such coursework will be approved when, in the sole discretion of Management, there will be no untenable consequence to staffing levels and adequate training funds are available.

<b><u>SCTE CERTIFICATION</u></b>	<b><u>RELATED AREA OF TECHNICAL EXPERTISE</u></b>
<ul style="list-style-type: none"> <li>• Broadband Telecom Center Specialist (BTCS)</li> <li>• Broadband Premises Technician (BPT)</li> <li>• Broadband Premises Expert (BPE)</li> <li>• Digital Video Engineering Professional (DVEP)</li> <li>• Broadband Distribution Specialist (BDS)</li> </ul>	<ul style="list-style-type: none"> <li>• Telecommunications center (headend) video, voice and data</li> <li>• More Advanced Customer Premises Triple Play</li> <li>• Digital video systems engineering</li> </ul>

### **Section 20.5.3 – Standby Pay**

- a. Length of Rotation: Standby shall be rotated on a weekly basis.
- b. Rotation: The rotation list shall be posted. All Network Construction Technicians will be on the standby rotation. However, employees may elect not to perform their rotation if they find another employee to replace them. It is up to the employee to find a replacement for their rotation and they must have management approval prior to the change in assignment and ensure Dispatch is aware of the change.
- c. Standby Pay: Employees shall be paid the standby rate, as established in the Tacoma Joint Labor Agreement, when assigned in a standby capacity. The employee will not receive standby during the period of time the employee is receiving overtime.
- d. Response Time: The employee shall respond to Dispatch within fifteen (15) minutes of receiving a call and report to the work area no more than one (1) hour from the initial call within normal conditions. Exceptions may be made for current employees.
- e. Minimum Call Out: Standby personnel shall receive a minimum of two (2) hours pay at the overtime rate for all hours worked up to two (2) hours. All time worked in excess of two (2) hours will be paid based on the actual amount of time worked.

Nothing in this section requires standby assignments be made. The parties recognize that the standby needs and capacities of the workgroup may evolve in the future. The parties may hold Labor Management meetings for the purpose of refining the standby roster and rotation.

## **ARTICLE 21 – WAGES, APPLICATIONS OF RATE & OTHER COMPENSATION**

**Section 21.1** 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 21.2 – Wages for 2024-2027**

Wages for 2024 (without RHS), which are identified in Appendix A, will be retroactive to April 1, 2024. Retroactivity of this proposal shall apply only to employees in the bargaining unit as of April 1, 2024.

Wages for 2025 (without RHS), which are defined in Appendix A, will be retroactive to April 1, 2025. Retroactivity shall only apply to employees in the bargaining unit as of April 1, 2025.

#### **1. Wages;**

- a. Effective April 1, 2024, all base classifications shall receive a General Wage Increase of two point seven five percent (2.75%) to their top step wage rate. In addition, a Market Based Increase, described in Table 1 below, will be applied to reach the top step rate negotiated by the Parties for each classification.
- b. Effective April 1, 2025, all base classifications shall receive a General Wage Increase of two point seven five percent (2.75%). In addition, all base classifications shall receive a Market Based Increase of point eight five percent (0.85%).
- c. Effective April 1, 2026, all base classifications hourly wages will be increased by an amount equal to one hundred percent (100%) of the increase of the Seattle/Tacoma/Bellevue CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers), measured from June 2024 to June 2025 as published by the Bureau of Labor Statistics, with a minimum of three percent (3.0%), and a maximum of six percent (6.0%). In the event the CPI-W is greater than six percent (6.0%), then the parties agree to meet to open discussion on wages.
- d. Effective April 1, 2027, all base classifications hourly wages will be increased by an amount equal to one hundred percent (100%) of the increase of the Seattle/Tacoma/Bellevue CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers), measured from June 2025 to June 2026 as published by the Bureau of Labor Statistics, with a minimum of three percent (3.0%), and a maximum of six percent (6.0%). In the event the CPI-W is greater than six percent (6.0%), then the parties agree to meet to open discussion on wages.

TABLE 1 – 2024 MARKET BASED INCREASE (APPLIED TO 2023 RATE OF PAY WITH \$.25 RHS)		
CODE	CLASSIFICATION	Market Based Increase
41200	Communications System Tech II	10.33%
50040	Craft Helper	14.77%
21250	Electrical Inspector	10.80%
52300	Electrical Meter & Relay Tech	13.40%
52308	Electrical Meter & Relay Tech Adv Training	15.60%
52400	Electrical Worker	7.30%
5240A	Electrical Worker (Tree/Fire/Signal	7.30%
52360	Electrician	12.44%
06230	Energy Services Representative	2.25%
60080	Facilities Maintenance Mechanic	14.36%
52700	Fire Maintenance Electrician	8.46%
51320	Hydro Project Electrician	10.47%
53010	Hydro Project Mechanic	10.47%
50560	Hydro Utility Worker	10.47%
52530	Line Clearance Tree Trimmer	6.40%
52550	Line Electrician	13.60%
52570	Line Electrician, Senior	14.21%
52560	Line Equipment Operator	15.31%
52750	Signal & Lighting Electrician	16.90%
51160	Substation Operator, Senior	12.86%
51200	Power System Operator (Reliability) (100%)	16.46%
52380	Tool & Equipment Room Coordinator	12.27%
50030	T&D Flagger	4.44%
06170	Utility Service Specialist (Step #6)	3.23%
52450	Wire Electrician	13.60%
52460	Wire Electrician, Senior	14.21%

**Section 21.3 – 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 21.4 – 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, the employee shall receive an additional seven

point five percent (7.5%) 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 seven point five percent (7.5%). 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.

When a Hydro Utility Worker has two (2) or more city employees/contractors assigned to them for the same task, the employee shall receive an additional seven point five percent (7.5%) as the Lead worker. The above shall not apply when assigned to do specific workplace skills training, safety training, when working as a safety watch, or when a Journey worker is assigned to the task. When the aforementioned qualifications related to crew size have been met, Lead duties may include directing the work of others, sourcing material and equipment, and ensuring crew safety. When engaged in fish transport activities on a water vessel and the aforementioned qualifications have been met, if a Hydro Utility Worker is assigned to operate the vessel, the Hydro Utility Worker will be set up to Lead during this time for the purpose of safely operating the vessel and ensuring crew safety. The designation of the Lead worker shall be established on the ability to direct the job and the following criteria: job continuity first, assigned area of responsibility, second (if applicable) and third, familiarity of task. If there are two workers who have the ability and meet the other criteria the Senior worker will be designated as Lead worker.

- 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 ten percent (10%) above the Line Electrician rate.
- 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 (2) feet of energized primary equipment, shall receive three percent (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

- e. Electrical Worker (Signal & Lighting and Fire Maintenance) There shall be one point five percent (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 ten percent (10%) 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.
- 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 (2) or more Signal & Lighting Electricians) shall be paid at a rate of four percent (4%) above the Signal & Lighting Electrician. Signal & Lighting Electricians assigned to the Swing Crew shall receive four percent (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 four percent (4%) above the Fire Maintenance Electrician. This shall not be paid when employees are assigned to a class, seminar, training event or working on Electrical License CEU's. 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 four percent (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 five percent (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      | 16.48% over base |
| 5230.9 | Assistant Supervisor Meter & Relay | 27.23% 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.

- l. When a qualified Power System Operator is assigned to distribution duties under the supervision of a Power System Operator, Reliability, the employee shall receive 90.94% of the Power System Operator, Reliability rate of pay. A Power System Operator, (Reliability or Distribution) assigned to perform coordination duties shall receive 108.06% of the Power System Operator, Reliability rate of pay. While training under the supervision of a Power System Operator, Reliability or Power Systems Operator Coordinator, a Power System Operator, Distribution will receive their regular rate of pay (no setup).
- m. Electrical Inspector When an Electrical Inspector is assigned lead duties, the employee shall be paid 6.3% above the Step 2 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 percent (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 Power System Operator Candidate upon successful completion of Step 3 will be advanced to Step 4 and given up to a maximum of four (4) months to

successfully obtain the NERC certification. Upon obtaining NERC certification the candidate will graduate from the Power System Operator Candidate Training 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 one point five (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 three percent (3%) applied rate for all hours so worked; provided that this rate will be increased to five percent (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 (6) 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 three percent (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 (3) 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.
- v. Communications Tech III rate of compensation shall be ten percent (10%) above the Communications Systems Tech II rate of compensation.
- w. If a Power System Operator (Distribution or Reliability) temporary vacancy cannot be filled in accordance with Section 15.2(e), then a Power System Operator Coordinator may be assigned to provide coverage for a Power System Operator (Distribution or Reliability) vacancy during their regularly scheduled workday. A Power System Operator Coordinator so assigned shall receive an application of rate of ten percent (10%) above their regular rate of pay for all hours worked where they provide coverage for a Power System Operator (Distribution or Reliability) and cover their own assignment.
- x. Temporary upgrade in the Power System Operations work group will be when the Balancing, Interchange and Transmission Power System Coordinator or Distribution Power System Coordinator is absent from the Control Center for two (2) hours or more, or the work is assigned by the Supervisor, during the regularly scheduled Power System Coordinator shift, Monday through Friday. A Power Systems Operators (Distribution or Reliability) providing such coverage shall be set-up to the Power Systems Operator Coordinator rate of pay plus an application of rate of ten percent (10%) for all hours worked covering both assignments.

- y. When a qualified Line Electrician, Senior Line Electrician, Wire Electrician, or Senior Wire Electrician is assigned by their supervisor to be an Asbestos Supervisor, or Asbestos Worker, employees shall receive a five percent (5%) application of rate for all hours assigned to asbestos work. With mutual agreement, other classifications may be added in the future if a need for such asbestos work in other work groups is identified by the City.

**Section 21.5** 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 thirty (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 21.6** The City and the Union agree to defer twenty-five cents (\$0.25) per hour of the wage rates in this Agreement increase as a City contribution to a Mission Square Retirement Health Savings Account ("RHS") to be paid for all straight time compensated hours. Contributions on overtime hours shall be thirty-seven and one half cents (\$0.375) per hour for time and one-half (1-1/2) overtime hours and fifty cents (\$0.50) per hour for double (2) time overtime hours.

Effective April 1, 2026, the City and the Union agree to increase the RHS deferral to the RHS from twenty-five cents (\$0.25) per hour to fifty cents (\$0.50) per hour to be paid for all straight time compensated hours. Contributions for overtime hours shall be seventy-five cents (\$0.75) per hour for time and one-half (1-1/2) overtime hours, and one dollar (\$1.00) per hour for double (2) 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 2024, the formula will be: ((2023 wage rate + \$0.25) X COLA) - \$0.25.

To calculate the new wage rate to be shown in Appendix A for 2025, the formula will be:  $((2024 \text{ wage rate} + \$0.25) \times \text{COLA}) - \$0.25$ .

To calculate the new wage rate to be shown in Appendix A for 2026, the formula will be:  $((2025 \text{ wage rate} + \$0.25) \times \text{COLA}) - \$0.50$ .

- NOTE: The \$0.50 RHS contribution for the Telecommunication Communication Engineer and Telecommunication Engineer, Senior will commence in 2026.

To calculate the new wage rate to be shown in Appendix A for 2027, the formula will be:  $((2026 \text{ wage rate} + \$0.50) \times \text{COLA}) - \$0.50$ .

T&D Flagger, and the Electrical Pre-Apprentice are excluded from the RHS plan.

**Section 21.7** 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 4/1/2017)

**Section 21.8** 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 22 – 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 23 – DISCIPLINE**

**Section 23.1** The Union may grieve any disciplinary suspension of three (3) unpaid working days or more under the grievance procedure as outlined in Article 8 of this Agreement starting at Step 3.

**Section 23.2** 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 the 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.

**Section 23.3** An employee, upon request, shall have the right to have a Union representative present at; 1) any meeting that the City holds to discuss potential disciplinary action with the employee; 2) during the investigative stage of potential disciplinary action for the employee; and/or 3), when disciplinary action is issued to the employee.

**Section 23.4** No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy.

**Section 23.5** All Letters of Reprimand, Notices of Intent to suspend and/or discharge must be issued within six (6) months of the incident or within six (6) months of when the employer had notice of an incident which lead to such action. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All time frames can be extended upon mutual agreement by the parties, which shall not be unreasonably withheld.

**Section 23.6** After a period of three (3) years from the date of issuance, Letters of Reprimand, Notices of Performance Concerns and Records of Conversation shall not be used for the purpose of progressive discipline if the employee has had no additional related disciplinary occurrences. An employee may request through their Union Representative, to be provided status verification (expired or active) of any Notices of Performance Concerns and Records of Conversation in their file.

## APPENDIX A – WAGE SCALES

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

Code	Classification	Applied Rate		2024 Rate	OT
<b>4122</b>	<b>Communications System Technician I</b>				
	Step 1			\$ 46.05	\$ 92.10
	Step 2			\$ 48.35	\$ 96.70
	Step 3			\$ 50.77	\$ 101.54
	Step 4			\$ 53.31	\$ 106.62
	Step 5			\$ 55.98	\$ 111.96
<b>4120</b>	<b>Communications System Technician, II</b>			\$ 67.20	\$ 134.40
<b>4121</b>	<b>Communications System Technician, III</b>			\$ 73.92	\$ 147.84
<b>4119</b>	<b>Communications System Technician, Apprentice</b>		% of Communications Tech II		
	Step 1		69.16%	\$ 46.48	\$ 92.96
	Step 2		70.97%	\$ 47.69	\$ 95.38
	Step 3		73.17%	\$ 49.17	\$ 98.34
	Step 4		75.36%	\$ 50.64	\$ 101.28
	Step 5		77.57%	\$ 52.13	\$ 104.26
	Step 6		79.77%	\$ 53.61	\$ 107.22
	Step 7		81.81%	\$ 54.98	\$ 109.96
<b>5004</b>	<b>Craft Helper</b>		% of Top Step		
	1st 6 months			\$ 28.86	A
	7th through 18th month			\$ 30.30	A
	19th through 30th month			\$ 31.81	A
	31st through 42nd month			\$ 33.40	A
	Thereafter			\$ 35.07	A



<b>2125</b>	<b>Electrical Inspector</b>		% of Electrical Inspector		
	1 <sup>st</sup> 6 months		95.24%	\$ 56.51	\$ 113.02
	thereafter		100.00%	\$ 59.34	\$ 118.68
		m	106.30%	\$ 63.08	\$ 126.16
<b>5242</b>	<b>Electrical Meter &amp; Relay Technician, Apprentice</b>		% of Electrical Meter & Relay Tech		
	Step 1		74.82%	\$ 50.82	\$ 101.64
	Step 2		76.73%	\$ 52.12	\$ 104.24
	Step 3		79.13%	\$ 53.75	\$ 107.50
	Step 4		81.52%	\$ 55.37	\$ 110.74
	Step 5		83.92%	\$ 57.00	\$ 114.00
	Step 6		86.32%	\$ 58.63	\$ 117.26
	Step 7		88.72%	\$ 60.26	\$ 120.52
<b>5230</b>	<b>Electrical Meter &amp; Relay Technician</b>			\$ 67.92	\$ 135.84
<b>5230</b>	<b>Advanced Electrical Meter &amp; Relay Technician</b>		% of 5230.0 rate of pay		
	5230.0 Step 1		100.00%	\$ 67.92	\$ 135.84
	5230.1 Step 2	k	101.00%	\$ 68.60	\$ 137.20
	5230.2 Step 3	k	102.00%	\$ 69.28	\$ 138.56
	5230.3 Step 4	k	103.00%	\$ 69.96	\$ 139.92
	5230.4 Step 5	k	104.00%	\$ 70.64	\$ 141.28
	5230.5 Step 6	k	105.00%	\$ 71.32	\$ 142.64
	5230.6 Step 7	k	106.00%	\$ 72.00	\$ 144.00
	5230.7 Step 8	k	107.00%	\$ 72.67	\$ 145.34
	5230.8 Step 9	k	116.48%	\$ 79.11	\$ 158.22
	5230.9 Step 10	k	127.23%	\$ 86.41	\$ 172.82
<b>5239</b>	<b>Electrical Pre-Apprentice</b>				
	1st Year			\$ 31.85	\$ 63.70

<b>5240</b>	<b>Electrical Worker</b>				
	1st Year			\$ 37.58	\$ 75.16
	2nd Year			\$ 39.46	\$ 78.92
	3rd Year			\$ 41.43	\$ 82.86
	Thereafter			\$ 43.50	\$ 87.00
<b>5240</b>	<b>Electrical Worker - Tree/Fire/Signal</b>				
	Step 1	e	91.00%	\$ 37.56	\$ 75.12
	Step 2	e	92.50%	\$ 38.12	\$ 76.24
	Step 3	e	94.00%	\$ 38.69	\$ 77.38
	Step 4	e	95.50%	\$ 39.27	\$ 78.54
	Step 5	e	97.00%	\$ 39.86	\$ 79.72
	Step 6	e	98.50%	\$ 40.46	\$ 80.92
	Step 7	e	100.00%	\$ 41.07	\$ 82.14
<b>5236</b>	<b>Electrician</b>			\$ 53.25	\$ 106.50
<b>5237</b>	<b>Electrician, Lead</b>			\$ 58.58	\$ 117.16
<b>0623</b>	<b>Energy Services Representative</b>				
	1st 6 months			\$ 37.83	\$ 75.66
	7th through 18th month			\$ 39.72	\$ 79.44
	19th through 30th month			\$ 41.71	\$ 83.42
	31st through 42nd month			\$ 43.80	\$ 87.60
	Thereafter			\$ 45.99	\$ 91.98
<b>6008</b>	<b>Facilities Maintenance Mechanic</b>				
	Step 1			\$ 45.80	A
	Step 2			\$ 48.09	A
	Step 3			\$ 50.49	A
<b>6009</b>	<b>Facilities Maintenance Mechanic, Lead</b>				
	Step 1			\$ 50.38	A

	Step 2			\$ 52.90	A
	Step 3			\$ 55.54	A
<b>5244</b>	<b>Fire Maintenance Electrician, Apprentice</b>		% of Fire Maintenance Electrician		
	Step 1		78.00%	\$ 48.20	\$ 96.40
	Step 2		80.00%	\$ 49.43	\$ 98.86
	Step 3		82.50%	\$ 50.98	\$ 101.96
	Step 4		85.00%	\$ 52.52	\$ 105.04
	Step 5		87.50%	\$ 54.07	\$ 108.14
	Step 6		90.00%	\$ 55.61	\$ 111.22
	Step 7		92.50%	\$ 57.16	\$ 114.32
<b>5270</b>	<b>Fire Maintenance Electrician</b>		% of Fire Maintenance Electrician		
			100.00%	\$ 61.79	\$ 123.58
		h	104.00%	\$ 64.26	\$ 128.52
<b>5145</b>	<b>Heating &amp; Air Cond. Maint. Mechanic Supervisor</b>				
	Step 1			\$ 51.80	\$ 103.60
	Step 2			\$ 54.39	\$ 108.78
	Step 3			\$ 57.11	\$ 114.22
	Step 4			\$ 59.97	\$ 119.94
	Step 5			\$ 62.97	\$ 125.94
<b>5132</b>	<b>Hydro Project Electrician</b>				
			100.00%	\$ 67.89	\$ 135.78
		a	107.50%	\$ 72.98	\$ 145.96
<b>5285</b>	<b>Hydro Project Electrician Apprentice</b>		% of Hydro Project Electrician		
	Step 1		75.10%	\$ 50.99	\$ 101.98
	Step 2		77.10%	\$ 52.34	\$ 104.68
	Step 3		79.10%	\$ 53.70	\$ 107.40
	Step 4		81.10%	\$ 55.06	\$ 110.12
	Step 5		83.10%	\$ 56.42	\$ 112.84
	Step 6		85.10%	\$ 57.77	\$ 115.54

	Step 7		87.10%	\$ 59.13	\$ 118.26
	Step 8		89.10%	\$ 60.49	\$ 120.98
<b>5301</b>	<b>Hydro Project Mechanic</b>				
			100.00%	\$ 67.89	\$ 135.78
		a	107.50%	\$ 72.98	\$ 145.96
<b>5287</b>	<b>Hydro Project Mechanic, Apprentice</b>		% of Hydro Project Mechanic		
	Step 1		75.10%	\$ 50.99	\$ 101.98
	Step 2		77.10%	\$ 52.34	\$ 104.68
	Step 3		79.10%	\$ 53.70	\$ 107.40
	Step 4		81.10%	\$ 55.06	\$ 110.12
	Step 5		83.10%	\$ 56.42	\$ 112.84
	Step 6		85.10%	\$ 57.77	\$ 115.54
	Step 7		87.10%	\$ 59.13	\$ 118.26
	Step 8	a	89.10%	\$ 60.49	\$ 120.98
<b>5056</b>	<b>Hydro Utility Worker</b>				
	1st Year		86.38%	\$ 44.02	\$ 88.04
	2nd Year		90.69%	\$ 46.22	\$ 92.44
	3rd Year		95.25%	\$ 48.53	\$ 97.06
	Thereafter		100.00%	\$ 50.96	\$ 101.92
		a	107.50%	\$ 54.78	\$ 109.56
<b>5253</b>	<b>Line Clearance Tree Trimmer</b>			\$ 58.21	\$ 116.42
<b>5254</b>	<b>Line Clearance Tree Trimmer, Senior</b>		% of Senior LC Tree Trimmer		
			100.00%	\$ 63.74	\$ 127.48
		o	103.00%	\$ 65.65	\$ 131.30
		j	105.00%	\$ 66.93	\$ 133.86
		j & o	108.00%	\$ 68.84	\$ 137.68
<b>5255</b>	<b>Line Electrician</b>		% of Line Electrician		

		b	79.90%	\$ 58.78	\$ 117.56
			100.00%	\$ 73.57	\$ 147.14
		d, t	103.00%	\$ 75.78	\$ 151.56
		y	105.00%	\$ 77.25	\$ 154.50
		c	110.00%	\$ 80.93	\$ 161.86
<b>5241</b>	<b>Line Electrician, Apprentice</b>		% of Line Electrician		
	Step 1		71.41%	\$ 52.54	\$ 105.08
	Step 2		73.23%	\$ 53.88	\$ 107.76
	Step 3		75.49%	\$ 55.54	\$ 111.08
	Step 4		77.77%	\$ 57.22	\$ 114.44
	Step 5		80.03%	\$ 58.88	\$ 117.76
	Step 6		82.30%	\$ 60.55	\$ 121.10
	Step 7		84.57%	\$ 62.22	\$ 124.44
	Step 1	d	73.56%	\$ 54.12	\$ 108.24
	Step 2	d	75.42%	\$ 55.49	\$ 110.98
	Step 3	d	77.76%	\$ 57.21	\$ 114.42
	Step 4	d	80.10%	\$ 58.93	\$ 117.86
	Step 5	d	82.43%	\$ 60.64	\$ 121.28
	Step 6	d	84.77%	\$ 62.37	\$ 124.74
	Step 7	d	87.11%	\$ 64.09	\$ 128.18
<b>5257</b>	<b>Line Electrician, Senior</b>		% of Senior Line Electrician		
			100.00%	\$ 82.80	\$ 165.60
		d, t	103.00%	\$ 85.28	\$ 170.56
		s, y	105.00%	\$ 86.94	\$ 173.88
<b>5256</b>	<b>Line Equipment Operator</b>		% of Line Equip Operator		
			100.00%	\$ 59.17	\$ 118.34
		p	103.00%	\$ 60.95	\$ 121.90
<b>5540</b>	<b>Network Construction Technician</b>		% of Network Construction Technician		
	Step 1		100.00%	\$ 46.05	\$ 92.10
	Step 2			\$ 48.35	\$ 96.70
	Step 3			\$ 50.77	\$ 101.54
	Step 4			\$ 53.31	\$ 106.62

	Step 5			\$ 55.98	\$ 111.96
	Step 1	d	103.00%	\$ 47.43	\$ 94.86
	Step 2	d		\$ 49.80	\$ 99.60
	Step 3	d		\$ 52.29	\$ 104.58
	Step 4	d		\$ 54.91	\$ 109.82
	Step 5	d		\$ 57.66	\$ 115.32
	Step 1		110.00%	\$ 50.66	\$ 101.32
	Step 2			\$ 53.19	\$ 106.38
	Step 3			\$ 55.85	\$ 111.70
	Step 4			\$ 58.64	\$ 117.28
	Step 5			\$ 61.58	\$ 123.16
	Step 1	d	113.00%	\$ 52.18	\$ 104.36
	Step 2	d		\$ 54.79	\$ 109.58
	Step 3	d		\$ 57.53	\$ 115.06
	Step 4	d		\$ 60.40	\$ 120.80
	Step 5	d		\$ 63.43	\$ 126.86
<b>5273</b>	<b>Signal/Street Light Electrician, Apprentice</b>		% of Signal & Light Elec.		
	Step 1		78.14%	\$ 48.28	\$ 86.56
	Step 2		80.12%	\$ 49.51	\$ 99.02
	Step 3		82.62%	\$ 51.05	\$ 102.10
	Step 4		85.09%	\$ 52.58	\$ 105.16
	Step 5		87.59%	\$ 54.12	\$ 108.24
	Step 6		90.06%	\$ 55.65	\$ 111.30
	Step 7		92.56%	\$ 57.19	\$ 114.38
	Step 1	d	80.49%	\$ 49.73	\$ 99.46
	Step 2	d	82.53%	\$ 51.00	\$ 102.00
	Step 3	d	85.10%	\$ 52.58	\$ 105.16
	Step 4	d	87.65%	\$ 54.16	\$ 108.32
	Step 5	d	90.22%	\$ 55.75	\$ 111.50
	Step 6	d	92.76%	\$ 57.32	\$ 114.64
	Step 7	d	95.34%	\$ 58.91	\$ 117.82
			100.00%	\$ 61.79	\$ 123.58
		d	103.00%	\$ 63.64	\$ 127.28
<b>5275</b>	<b>Signal &amp; Light Electrician</b>		% of Signal & Light Elec.		
			100.00%	\$ 61.79	\$ 123.58

		d	103.00%	\$ 63.64	\$ 127.28
		g, i	104.00%	\$ 64.26	\$ 128.52
		f	110.00%	\$ 67.97	\$ 135.94
<b>5274</b>	<b>Signal &amp; Light Electrician, Senior</b>		118.00%	\$ 72.91	\$ 145.82
<b>5116</b>	<b>Substation Operator, Senior</b>		% of Sr. Substation Operator		
	1st 6 months		95.23%	\$ 67.98	\$ 135.96
	Thereafter		100.00%	\$ 71.38	\$ 142.76
<b>5120</b>	<b>Power System Operator</b>		% of Power System Generation Desk		
	Distribution	I	90.94%	\$ 83.35	\$ 166.70
	Reliability		100.00%	\$ 91.65	\$ 183.30
	Coordinator	I	108.06%	\$ 99.04	\$ 198.08
	Coordinator+10%	w, x	118.06%	\$ 108.94	\$ 217.88
<b>5119</b>	<b>Power System Operator Candidate</b>		% of Power System Operator Candidate		
			74.33%	\$ 68.11	\$ 136.22
			78.04%	\$ 71.52	\$ 143.04
			81.94%	\$ 75.10	\$ 150.20
		q	86.04%	\$ 78.86	\$ 157.72
<b>5535</b>	<b>Telecommunications Engineer</b>				
	Step 1			\$ 52.92	E
	Step 2			\$ 55.56	E
	Step 3			\$ 58.33	E
	Step 4			\$ 61.25	E
	Step 5			\$ 64.31	E
<b>5536</b>	<b>Telecommunications Engineer, Senior</b>				
	Step 1			\$ 61.15	E
	Step 2			\$ 64.21	E



	Step 3			\$ 67.41	E
	Step 4			\$ 70.58	E
	Step 5			\$ 74.32	E
<b>5516</b>	<b>Telecommunications Utility Worker</b>		% of Telecomm Utility Worker		
	Step 1		100.00%	\$ 28.63	\$ 57.26
	Step 2			\$ 30.06	\$ 60.12
	Step 3			\$ 31.56	\$ 63.12
	Step 4			\$ 33.14	\$ 66.28
	Step 5			\$ 34.80	\$ 69.60
	Step 1	d	103.00%	\$ 29.49	\$ 58.98
	Step 2	d		\$ 30.96	\$ 61.92
	Step 3	d		\$ 32.51	\$ 65.02
	Step 4	d		\$ 34.13	\$ 68.26
	Step 5	d		\$ 35.84	\$ 71.68
	Step 1		110.00%	\$ 31.49	\$ 62.98
	Step 2			\$ 33.07	\$ 66.14
	Step 3			\$ 34.72	\$ 69.44
	Step 4			\$ 36.45	\$ 72.90
	Step 5			\$ 38.28	\$ 76.56
	Step 1	d	113.00%	\$ 32.43	\$ 64.86
	Step 2	d		\$ 34.06	\$ 68.12
	Step 3	d		\$ 35.76	\$ 71.52
	Step 4	d		\$ 37.54	\$ 75.08
	Step 5	d		\$ 39.43	\$ 78.86
<b>5252</b>	<b>T&amp;D Arborist</b>			\$ 68.93	\$ 137.86
<b>5003</b>	<b>Flagger, T&amp;D</b>				
	First 1040 hours			\$ 28.52	A
	Second 1040 hours			\$ 29.95	A
	Thereafter			\$ 31.45	A
<b>5238</b>	<b>Tool &amp; Equipment Room Coordinator</b>				

	Step 1			\$ 47.79	\$ 95.58
	Step 2			\$ 50.18	\$ 100.36
<b>0617</b>	<b>Utility Services Specialist</b>		% of Utility Services Spec.		
	Step 1			\$ 46.54	A
	Step 2			\$ 48.87	A
	Step 3			\$ 51.31	A
	Step 4			\$ 53.88	A
	Step 5			\$ 56.57	A
	Step 6		100.00%	\$ 59.40	A
	Step 7	n	105.00%	\$ 62.37	A
<b>5245</b>	<b>Wire Electrician</b>		% of Wire Electrician		
		b	79.90%	\$58.78	\$ 117.56
			100.00%	\$ 73.57	\$ 147.14
		d, t	103.00%	\$ 75.78	\$ 151.56
		y	105.00%	\$ 77.25	\$ 154.50
<b>5243</b>	<b>Wire Electrician, Apprentice</b>		% of Wire Electrician		
	Step 1		71.93%	\$ 52.92	\$ 105.84
	Step 2		73.00%	\$ 53.71	\$ 107.42
	Step 3		75.31%	\$ 55.41	\$ 110.82
	Step 4		77.59%	\$ 57.08	\$ 114.16
	Step 5		79.99%	\$ 58.85	\$ 117.70
	Step 6		82.20%	\$ 60.47	\$ 120.9
	Step 7		84.51%	\$ 62.17	\$ 124.34
	Step 1	d	74.10%	\$ 54.52	\$ 109.04
	Step 2	d	75.19%	\$ 55.32	\$ 110.64
	Step 3	d	77.56%	\$ 57.06	\$ 114.12
	Step 4	d	79.92%	\$ 58.80	\$ 117.60
	Step 5	d	82.39%	\$ 60.61	\$ 121.22
	Step 6	d	84.67%	\$ 62.29	\$ 124.58
	Step 7	d	87.05%	\$ 64.04	\$ 128.08

<b>5246</b>	<b>Wire Electrician, Senior</b>		% of Senior Wire Electrician		
			100.00%	\$ 82.80	\$ 165.60
		d, t	103.00%	\$ 85.28	\$ 170.56
		s, y	105.00%	\$ 86.94	\$ 173.88
<b>5302</b>	<b>Wynoochee Project Operations/Maintenance Technician</b>				
	Step 1			\$ 50.62	\$ 101.24
	Step 2			\$ 53.15	\$ 106.30
	Step 3			\$ 55.81	\$ 111.62
	Step 4			\$ 58.60	\$ 117.20

Code	Classification	Applied Rate		2025 Rate	OT
<b>4122</b>	<b>Communications System Technician I</b>				
	Step 1			\$ 47.72	\$ 95.44
	Step 2			\$ 50.11	\$ 100.22
	Step 3			\$ 52.62	\$ 105.24
	Step 4			\$ 55.25	\$ 110.50
	Step 5			\$ 58.01	\$ 116.02
<b>4120</b>	<b>Communications System Technician, II</b>			\$ 69.64	\$ 139.28
<b>4121</b>	<b>Communications System Technician, III</b>			\$ 76.60	\$ 153.20
<b>4119</b>	<b>Communications System Technician, Apprentice</b>		% of Communications Tech II		
	Step 1		69.16%	\$ 48.16	\$ 96.32
	Step 2		70.97%	\$ 49.42	\$ 98.84
	Step 3		73.17%	\$ 50.96	\$ 101.92
	Step 4		75.36%	\$ 52.48	\$ 104.96
	Step 5		77.57%	\$ 54.02	\$ 108.04
	Step 6		79.77%	\$ 55.55	\$ 111.10
	Step 7		81.81%	\$ 56.97	\$ 113.94
<b>5004</b>	<b>Craft Helper</b>		% of Top Step		
	1st 6 months			\$ 29.90	A
	7th through 18th month			\$ 31.40	A
	19th through 30th month			\$ 32.97	A
	31st through 42nd month			\$ 34.62	A
	Thereafter			\$ 36.35	A
<b>2125</b>	<b>Electrical Inspector</b>		% of Electrical Inspector		
	1st 6 months		95.24%	\$ 58.57	\$ 117.14
	thereafter		100.00%	\$ 61.50	\$ 123.00

		m	106.30%	\$ 65.37	\$ 130.74
<b>5242</b>	<b>Electrical Meter &amp; Relay Technician, Apprentice</b>		% of Electrical Meter & Relay Tech		
	Step 1		74.82%	\$ 52.67	\$ 105.34
	Step 2		76.73%	\$ 54.01	\$ 108.02
	Step 3		79.13%	\$ 55.70	\$ 111.40
	Step 4		81.52%	\$ 57.38	\$ 114.76
	Step 5		83.92%	\$ 59.07	\$ 118.14
	Step 6		86.32%	\$ 60.76	\$ 121.52
	Step 7		88.72%	\$ 62.45	\$ 124.90
<b>5230</b>	<b>Electrical Meter &amp; Relay Technician</b>			\$ 70.39	\$ 140.78
<b>5230</b>	<b>Advanced Electrical Meter &amp; Relay Technician</b>		% of 5230.0 rate of pay		
	5230.0 Step 1		100.00%	\$ 70.39	\$ 140.78
	5230.1 Step 2	k	101.00%	\$ 71.09	\$ 142.18
	5230.2 Step 3	k	102.00%	\$ 71.80	\$ 143.60
	5230.3 Step 4	k	103.00%	\$ 72.50	\$ 145.00
	5230.4 Step 5	k	104.00%	\$ 73.21	\$ 146.42
	5230.5 Step 6	k	105.00%	\$ 73.91	\$ 147.82
	5230.6 Step 7	k	106.00%	\$ 74.61	\$ 149.22
	5230.7 Step 8	k	107.00%	\$ 75.32	\$ 150.64
	5230.8 Step 9	k	116.48%	\$ 81.99	\$ 163.98
	5230.9 Step 10	k	127.23%	\$ 89.56	\$ 179.12
<b>5239</b>	<b>Electrical Pre-Apprentice</b>				
	1st Year			\$ 33.00	\$ 66.00
<b>5240</b>	<b>Electrical Worker</b>				
	1st Year			\$ 38.95	\$ 77.90
	2nd Year			\$ 40.90	\$ 81.80
	3rd Year			\$ 42.94	\$ 85.88
	Thereafter			\$ 45.09	\$ 90.18

<b>5240</b>	<b>Electrical Worker - Tree/Fire/Signal</b>				
	Step 1	e	91.00%	\$ 38.94	\$ 77.88
	Step 2	e	92.50%	\$ 39.52	\$ 79.04
	Step 3	e	94.00%	\$ 40.11	\$ 80.22
	Step 4	e	95.50%	\$ 40.71	\$ 81.42
	Step 5	e	97.00%	\$ 41.32	\$ 82.64
	Step 6	e	98.50%	\$ 41.94	\$ 83.88
	Step 7	e	100.00%	\$ 42.57	\$ 85.14
<b>5236</b>	<b>Electrician</b>			\$ 55.19	\$ 110.38
<b>5237</b>	<b>Electrician, Lead</b>			\$ 60.71	\$ 121.42
<b>0623</b>	<b>Energy Services Representative</b>				
	1st 6 months			\$ 39.22	\$ 78.44
	7th through 18th month			\$ 41.18	\$ 82.36
	19th through 30th month			\$ 43.24	\$ 86.48
	31st through 42nd month			\$ 45.40	\$ 90.80
	Thereafter			\$ 47.67	\$ 95.34
<b>6008</b>	<b>Facilities Maintenance Mechanic</b>				
	Step 1			\$ 47.47	A
	Step 2			\$ 49.84	A
	Step 3			\$ 52.33	A
<b>6009</b>	<b>Facilities Maintenance Mechanic, Lead</b>				
	Step 1			\$ 52.21	A
	Step 2			\$ 54.82	A
	Step 3			\$ 57.56	A
<b>5244</b>	<b>Fire Maintenance Electrician, Apprentice</b>		% of Fire Maintenance Electrician		
	Step 1		78.00%	\$ 49.95	\$ 99.90
	Step 2		80.00%	\$ 51.23	\$ 102.46

	Step 3		82.50%	\$ 52.83	\$ 105.66
	Step 4		85.00%	\$ 54.43	\$ 108.86
	Step 5		87.50%	\$ 56.04	\$ 112.08
	Step 6		90.00%	\$ 57.64	\$ 115.28
	Step 7		92.50%	\$ 59.24	\$ 118.48
<b>5270</b>	<b>Fire Maintenance Electrician</b>		% of Fire Maintenance Electrician		
			100.00%	\$ 64.04	\$ 128.08
		h	104.00%	\$ 66.60	\$ 133.20
<b>5145</b>	<b>Heating &amp; Air Cond. Maint. Mechanic Supervisor</b>				
	Step 1			\$ 53.69	\$ 107.38
	Step 2			\$ 56.37	\$ 112.74
	Step 3			\$ 59.19	\$ 118.38
	Step 4			\$ 62.15	\$ 124.30
	Step 5			\$ 65.26	\$ 130.52
<b>5132</b>	<b>Hydro Project Electrician</b>				
			100.00%	\$ 70.36	\$ 140.72
		a	107.50%	\$ 75.64	\$ 151.28
<b>5285</b>	<b>Hydro Project Electrician Apprentice</b>		% of Hydro Project Electrician		
	Step 1		75.10%	\$ 52.84	\$ 105.68
	Step 2		77.10%	\$ 54.25	\$ 108.50
	Step 3		79.10%	\$ 55.65	\$ 111.30
	Step 4		81.10%	\$ 57.06	\$ 114.12
	Step 5		83.10%	\$ 58.47	\$ 116.74
	Step 6		85.10%	\$ 59.88	\$ 119.76
	Step 7		87.10%	\$ 61.28	\$ 122.56
	Step 8		89.10%	\$ 62.69	\$ 125.38
<b>5301</b>	<b>Hydro Project Mechanic</b>				
			100.00%	\$ 70.36	\$ 140.72



		a	107.50%	\$ 75.64	\$ 151.28
<b>5287</b>	<b>Hydro Project Mechanic, Apprentice</b>		% of Hydro Project Mechanic		
	Step 1		75.10%	\$ 52.84	\$ 105.68
	Step 2		77.10%	\$ 54.25	\$ 108.50
	Step 3		79.10%	\$ 55.65	\$ 111.30
	Step 4		81.10%	\$ 57.06	\$ 114.12
	Step 5		83.10%	\$ 58.47	\$ 116.74
	Step 6		85.10%	\$ 59.88	\$ 119.76
	Step 7		87.10%	\$ 61.28	\$ 122.56
	Step 8	a	89.10%	\$ 62.69	\$ 125.38
<b>5056</b>	<b>Hydro Utility Worker</b>				
	1 <sup>st</sup> Year		86.38%	\$ 45.62	\$ 91.24
	2 <sup>nd</sup> Year		90.69%	\$ 47.90	\$ 95.80
	3 <sup>rd</sup> Year		95.25%	\$ 50.30	\$ 100.60
	Thereafter		100.00%	\$ 52.82	\$ 105.64
		a	107.50%	\$ 56.78	\$ 113.56
<b>5253</b>	<b>Line Clearance Tree Trimmer</b>			\$ 60.33	\$ 120.66
<b>5254</b>	<b>Line Clearance Tree Trimmer, Senior</b>		% of Senior LC Tree Trimmer		
			100.00%	\$ 66.06	\$ 132.12
		o	103.00%	\$ 68.04	\$ 136.08
		j	105.00%	\$ 69.36	\$ 138.72
		j & o	108.00%	\$ 71.34	\$ 142.68
<b>5255</b>	<b>Line Electrician</b>		% of Line Electrician		
		b	79.90%	\$ 60.92	\$ 121.84
			100.00%	\$ 76.24	\$ 152.48
		d, t	103.00%	\$ 78.53	\$ 157.06
		y	105.00%	\$ 80.05	\$ 160.10
		c	110.00%	\$ 83.86	\$ 167.72

<b>5241</b>	<b>Line Electrician, Apprentice</b>		% of Line Electrician		
	Step 1		71.41%	\$ 54.44	\$ 108.88
	Step 2		73.23%	\$ 55.83	\$ 111.66
	Step 3		75.49%	\$ 57.55	\$ 115.10
	Step 4		77.77%	\$ 59.29	\$ 118.58
	Step 5		80.03%	\$ 61.01	\$ 122.02
	Step 6		82.30%	\$ 62.75	\$ 125.50
	Step 7		84.57%	\$ 64.48	\$ 128.96
	Step 1	d	73.56%	\$ 56.08	\$ 112.16
	Step 2	d	75.42%	\$ 57.50	\$ 115.00
	Step 3	d	77.76%	\$ 59.28	\$ 118.56
	Step 4	d	80.10%	\$ 61.07	\$ 122.14
	Step 5	d	82.43%	\$ 62.84	\$ 125.68
	Step 6	d	84.77%	\$ 64.63	\$ 129.26
	Step 7	d	87.11%	\$ 66.41	\$ 132.82
<b>5257</b>	<b>Line Electrician, Senior</b>		% of Senior Line Electrician		
			100.00%	\$ 85.81	\$ 171.62
		d, t	103.00%	\$ 88.38	\$ 176.76
		s, y	105.00%	\$ 90.10	\$ 180.20
<b>5256</b>	<b>Line Equipment Operator</b>		% of Line Equip Operator		
			100.00%	\$ 61.32	\$ 122.64
		p	103.00%	\$ 63.16	\$ 126.32
<b>5540</b>	<b>Network Construction Technician</b>		% of Network Construction Technician		
	Step 1		100.00%	\$ 47.72	\$ 95.44
	Step 2			\$ 50.11	\$ 100.22
	Step 3			\$ 52.62	\$ 105.24
	Step 4			\$ 55.25	\$ 110.50
	Step 5			\$ 58.01	\$ 116.02
	Step 1	d	103.00%	\$ 49.15	\$ 98.30
	Step 2	d		\$ 51.61	\$ 103.22
	Step 3	d		\$ 54.20	\$ 108.40
	Step 4	d		\$ 56.91	\$ 113.82
	Step 5	d		\$ 59.75	\$ 119.50

		Step 1		110.00%	\$ 52.49	\$ 104.98
		Step 2			\$ 55.12	\$ 110.24
		Step 3			\$ 57.88	\$ 115.76
		Step 4			\$ 60.78	\$ 121.56
		Step 5			\$ 63.81	\$ 127.62
		Step 1	d	113.00%	\$ 54.06	\$ 108.12
		Step 2	d		\$ 56.77	\$ 113.54
		Step 3	d		\$ 59.62	\$ 119.24
		Step 4	d		\$ 62.60	\$ 125.20
		Step 5	d		\$ 65.72	\$ 131.44
<b>5273</b>	<b>Signal/Street Light Electrician, Apprentice</b>		% of Signal & Light Elec.			
		Step 1		78.14%	\$ 50.04	\$ 100.08
		Step 2		80.12%	\$ 51.31	\$ 102.62
		Step 3		82.62%	\$ 52.91	\$ 105.82
		Step 4		85.09%	\$ 54.49	\$ 108.98
		Step 5		87.59%	\$ 56.09	\$ 112.18
		Step 6		90.06%	\$ 57.67	\$ 115.34
		Step 7		92.56%	\$ 59.28	\$ 118.56
		Step 1	d	80.49%	\$ 51.55	\$ 103.10
		Step 2	d	82.53%	\$ 52.85	\$ 105.70
		Step 3	d	85.10%	\$ 54.50	\$ 109.00
		Step 4	d	87.65%	\$ 56.13	\$ 112.26
		Step 5	d	90.22%	\$ 57.78	\$ 115.56
		Step 6	d	92.76%	\$ 59.40	\$ 118.80
		Step 7	d	95.34%	\$ 61.06	\$ 122.12
				100.00%	\$ 64.04	\$ 128.08
			d	103.00%	\$ 65.96	\$ 131.92
<b>5275</b>	<b>Signal &amp; Light Electrician</b>		% of Signal & Light Elec.			
				100.00%	\$ 64.04	\$ 128.08
			d	103.00%	\$ 65.96	\$ 131.92
			g, i	104.00%	\$ 66.60	\$ 133.20
			f	110.00%	\$ 70.44	\$ 140.88
<b>5274</b>	<b>Signal &amp; Light Electrician, Senior</b>			118.00%	\$ 75.57	\$ 151.14

<b>5116</b>	<b>Substation Operator, Senior</b>		% of Sr. Substation Operator		
	1st 6 months		95.23%	\$ 70.46	\$ 140.92
	Thereafter		100.00%	\$ 73.98	\$ 147.96
<b>5120</b>	<b>Power System Operator</b>		% of Power System Generation Desk		
	Distribution	I	90.94%	\$ 86.37	\$ 172.74
	Reliability		100.00%	\$ 94.98	\$ 189.96
	Coordinator	I	108.06%	\$ 102.64	\$ 205.28
	Coordinator + 10%	w, x	118.06%	\$ 112.90	\$ 225.80
<b>5119</b>	<b>Power System Operator Candidate</b>		% of Power System Operator Candidate		
			74.33%	\$ 70.59	\$ 141.18
			78.04%	\$ 74.12	\$ 148.24
			81.94%	\$ 77.83	\$ 155.66
		q	86.04%	\$ 81.72	\$ 163.44
<b>5535</b>	<b>Telecommunications Engineer</b>				
	Step 1			\$ 54.83	E
	Step 2			\$ 57.57	E
	Step 3			\$ 60.45	E
	Step 4			\$ 63.47	E
	Step 5			\$ 66.64	E
<b>5536</b>	<b>Telecommunications Engineer, Senior</b>				
	Step 1			\$ 63.35	E
	Step 2			\$ 66.52	E
	Step 3			\$ 69.85	E
	Step 4			\$ 73.34	E
	Step 5			\$ 77.01	E
<b>5516</b>	<b>Telecommunications Utility Worker</b>		% of Telecommunications Utility Worker		
	Step 1		100.00%	\$ 29.67	\$ 59.34

	Step 2			\$ 31.15	\$ 62.30
	Step 3			\$ 31.72	\$ 63.44
	Step 4			\$ 34.35	\$ 68.70
	Step 5			\$ 36.07	\$ 72.14
	Step 1	d	103.00%	\$ 30.56	\$ 61.12
	Step 2	d		\$ 32.08	\$ 64.16
	Step 3	d		\$ 33.69	\$ 67.38
	Step 4	d		\$ 35.38	\$ 70.76
	Step 5	d		\$ 37.15	\$ 74.30
	Step 1		110.00%	\$ 32.64	\$ 65.28
	Step 2			\$ 34.27	\$ 68.54
	Step 3			\$ 35.98	\$ 71.96
	Step 4			\$ 37.79	\$ 75.58
	Step 5			\$ 39.68	\$ 79.36
	Step 1	d	113.00%	\$ 33.62	\$ 67.24
	Step 2	d		\$ 35.30	\$ 70.60
	Step 3	d		\$ 37.06	\$ 74.12
	Step 4	d		\$ 38.92	\$ 77.84
	Step 5	d		\$ 40.87	\$ 81.74
<b>5252</b>	<b>T&amp;D Arborist</b>			\$ 71.44	\$ 142.88
<b>5003</b>	<b>Flagger, T&amp;D</b>				
	First 1040 hours			\$ 29.56	A
	Second 1040 hours			\$ 31.04	A
	Thereafter			\$ 32.59	A
<b>5238</b>	<b>Tool &amp; Equipment Room Coordinator</b>				
	Step 1			\$ 49.53	\$ 99.06
	Step 2			\$ 52.01	\$ 104.02
<b>0617</b>	<b>Utility Services Specialist</b>		% of Utility Services Spec.		
	Step 1			\$ 48.24	A
	Step 2			\$ 50.65	A
	Step 3			\$ 53.18	A
	Step 4			\$ 55.84	A

	Step 5			\$ 58.63	A
	Step 6		100.00%	\$ 61.56	A
	Step 7	n	105.00%	\$ 64.64	A
<b>5245</b>	<b>Wire Electrician</b>		% of Wire Electrician		
		b	79.90%	\$ 60.92	\$ 121.84
			100.00%	\$ 76.24	\$ 152.48
		d, t	103.00%	\$ 78.53	\$ 157.06
		y	105.00%	\$ 80.05	\$ 160.10
<b>5243</b>	<b>Wire Electrician, Apprentice</b>		% of Wire Electrician		
	Step 1		71.93%	\$ 54.84	\$ 109.68
	Step 2		73.00%	\$ 55.66	\$ 111.32
	Step 3		75.31%	\$ 57.42	\$ 114.84
	Step 4		77.59%	\$ 59.15	\$ 118.30
	Step 5		79.99%	\$ 60.98	\$ 121.96
	Step 6		82.20%	\$ 62.67	\$ 125.34
	Step 7		84.51%	\$ 64.43	\$ 128.86
	Step 1	d	74.10%	\$ 56.49	\$ 112.98
	Step 2	d	75.19%	\$ 57.32	\$ 114.64
	Step 3	d	77.56%	\$ 59.13	\$ 118.26
	Step 4	d	79.92%	\$ 60.93	\$ 121.86
	Step 5	d	82.39%	\$ 62.81	\$ 125.62
	Step 6	d	84.67%	\$ 64.55	\$ 129.10
	Step 7	d	87.05%	\$ 66.37	\$ 132.74
<b>5246</b>	<b>Wire Electrician, Senior</b>		% of Senior Wire Electrician		
			100.00%	\$ 85.81	\$ 171.62
		d, t	103.00%	\$ 88.38	\$ 176.76
		s, y	105.00%	\$ 90.10	\$ 180.20
<b>5302</b>	<b>Wynoochee Project Operations/Maintenance Technician</b>				
	Step 1			\$ 52.48	\$ 104.96
	Step 2			\$ 55.10	\$ 110.20
	Step 3			\$ 57.85	\$ 115.70

	Step 4			\$ 60.74	\$ 121.48
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## **APPENDIX B**

This [Appendix/Addendum] 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 2023-2024:

### **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 receiving notice of an employee's authorization from the Union, 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 \$50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$100 per month towards the premium costs of medical insurance.

In addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week 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. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

**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 Kaiser Permanente 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.

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

**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.

**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. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for 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). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

**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.

**6.4.4** Dual Coverage Wellness Credit - If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements for the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contribution for medical insurance coverage.

**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 (30) 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:

<b>Completed Years of Aggregate Service</b>	<b>Accrued Hours per Pay Period</b>	<b>Hours of Vacation Leave</b>
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.
  - 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

<b>Completed Years of Aggregate Service</b>	<b>Hours per Year</b>	<b>Hours per Pay Period</b>
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 they were 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 their 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.
- 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)  
 Juneteenth (June 19)  
 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.
  - c. Review experience reports.
- 6.15.2** Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed 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** Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Meal allowances shall be eighteen dollars (\$18) per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

**Letter of Agreement  
by and between  
City of Tacoma  
and  
Tacoma Joint Labor Committee**

**Subject: Agreement to Maintain Tacoma Joint Labor Agreement Through 2025  
Effective Date: January 1, 2025**

This Letter of Agreement ("LOA") is entered into between the City of Tacoma and the Tacoma Joint Labor Committee ("Union") (collectively "the Parties").

The Parties hereby enter into a Letter of Agreement to maintain all terms and conditions of the current Tacoma Joint Labor Agreement currently in effect for one year through December 31, 2025 with the exception of the following changes to be effective January 1, 2025:

1. The Parties agree to implement carrier-directed plan design changes to the Kaiser Permanente HMO health plan in response to carrier requirements and state mandates.
2. The Parties agree to adjust the deductible and employer Health Savings Account (HSA) contributions to the Regence High Deductible Health Plan as follows:
  - 2025 HDHP deductible will change to \$2,000 individual / \$4,000 family.
  - 2025 Health Savings Account contribution with Wellness Credit: \$1,650/\$3,300.
  - 2025 Health Savings Account contribution without Wellness Credit: \$825/\$1,650.

This LOA shall incorporate all Memorandums of Understanding, Letters of Agreement, or similar supplemental agreements to the Tacoma Joint Labor Agreement which remain in effect, but shall not serve to alter or extend the timelines or expiration dates of those supplemental agreements.

The Parties commit to continue bargaining a successor Tacoma Joint Labor Agreement CBA to be effective January 1, 2026.

Except as expressly incorporated herein, this LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

EXECUTED THIS 12th DAY OF November, 2024

CITY OF TACOMA

Signed by:

Elizabeth Pauli

11/12/2024

04DC6935E7F348B...  
City Manager

DocuSigned by:

Jackie Lane

11/08/2024

BD8D15F89A94476...  
Director of Public Utilities

Signed by:

Shelby Fritz

11/08/2024

24BC3A2F74E44A5...  
Human Resources Director

DocuSigned by:

Andy Cherullo

11/08/2024

1FAFA3DA59164E0...  
Finance Director

JOINT LABOR COMMITTEE

Signed by:

Patrick Munyan

10/29/2024

AD38C531BC2C4D0...  
County & City Employees Local 120

DocuSigned by:

Eae Collins

10/29/2024

2D47D34D7F3143F...  
District Lodge 160 IAM & AW

Nath. E.

Firefighters Union Local 31

James. Allen

International Brotherhood of  
Electrical Workers Local 483

PROTEC

PROTEC Local 17

Teamsters

Teamsters Local 313

DocuSigned by:

Paul Dene

11/04/2024

7AD5B391B59D41E...  
Teamsters Local Union 117

APPROVED AS TO FORM:

DocuSigned by:

Chris Bacha

11/07/2024

115CE15455AD46B...  
City Attorney

Attest:

DocuSigned by:

Den

11/13/2024

31BC09AB5FF944B...  
City Clerk

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

City of Tacoma  
Tacoma Power

IBEW, Local 483

\_\_\_\_\_  
Director of Utilities

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Acting Human Resources Director

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest

\_\_\_\_\_  
City Clerk

## **INDEX OF LETTERS OF UNDERSTANDINGS/AGREEMENTS AND ADDENDUMS**

### **LETTERS OF UNDERSTANDING / LETTERS OF AGREEMENT**

<b>No.</b>	<b>Description</b>	<b>Effective Date</b>
1.	Joint Apprenticeship Training Programs (Revised 4/1/24)	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.	Work Assignment Flexibility (Revised 4/1/17)	08-26-03
5.	Wynoochee River Project–Work Flexibility (Revised_____)	02-28-05
6.	Line and Wire Construction Inspection (Revised 4/1/2024)	06-05-08
7.	Mutual Aid Response	05-16-16
8.	Non-Standard Work Hours – T&D New Services Engineering Field Coordinators (USS)	
9.	Traffic Field Ops Supervisor Performing Work of Field Crews	04-20-20
10.	Non-Standard Work Hours – Cowlitz 9/80 Work Schedule	09-23-20
11.	Fire Electrician Standby	7-26-21
12.	Cowlitz Project Fish Hauling	04-11-22
13.	Tacoma Signal & Streetlight Maint. Employee Retention Incentive	05-11-22
14.	Transformer Dry Out and Oil Processing	12-12-22
15.	Compensatory Time Off in Lieu of Overtime Pilot Program T&D	05-11-23
16.	Non-Standard Work Hours – 4/10 Work Schedules & 7am Start Time – Loveland Line and Wire Crews	05-27-23
17.	Take Home Vehicle for Trouble Crew	12-04-23
18.	Accretion of the Telecommunications Engineer & Telecommunications Engineer, Senior Classifications	11-18-24

### **ADDENDUMS**

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

**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: October 10, 2023  
Revision Date: April 1, 2024

**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 Pre-Apprentices may be recruited from skilled craft/construction trade preparatory programs, community outreach sources and the Community as a whole. The Electrical 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) months of their date of hire.

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

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

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
- Power System Operator 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

## 6. Workers Compensation

## **7. Termination of Agreement**

## 8. Good Faith Agreement

**City of Tacoma:**

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**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**

**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**

**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:**

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

**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  
Revised: \_\_\_\_\_

**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 Operations/Maintenance Technician
- Hydro Utility Worker
- 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 in accordance with the rate established in the Tacoma Joint Labor Agreement 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.

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 Operations/Maintenance Technician classification, when permanently assigned to Wynoochee:

1. Effective May 1, 2015 the overtime category for the classification of Wynoochee Operations/Maintenance Technician will change to C (double overtime).
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 paycheck.
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.
7. All classifications covered by this LOU will be entitled to a Boot Allowance as per Section 13.18.4.

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.

**City of Tacoma:**

**Local 483, International Brotherhood of  
Electrical Workers, Power Unit**

Jackie Flowers  
Director of Utilities

Date

Byron Allen  
Business Manager

Date

Chris Robinson  
Utilities Deputy Director

Date

Dylan Carlson  
Division Manager, Labor Relations

Date

**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  
Revised: April 1, 2024**

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

The Tacoma Power System Operator 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 City 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.

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

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 City 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 System Operator.

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 System Operator.
9. The journey-level contract employee will be issued a clearance.

**City of Tacoma:**

**Local 483, International Brotherhood of  
Electrical Workers, Power Unit**

Jackie Flowers	Date
Director of Utilities	

Byron Allen  
Business Manager

Date

Chris Robinson  
Utilities Deputy Director

Date

Dylan Carlson  
Division Manager, Labor Relations

**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**

**Revision Date: April 1, 2017**

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 from another utility crews will be assembled in accordance with Section 13.7 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.

**Original signed by**

For IBEW Local 483

**Joy St. Germain  
Human Resources Director**

Alice Phillips  
Business Manager

**Chris Robinson  
Power Superintendent**

**William Gaines  
Utilities Director**



**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 – Transmission and Distribution, New Services  
Engineering Field Coordinators (Utility Service Specialist).**

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 customer contact and greater personal flexibility in work schedules.

This agreement applies to the following classification within Tacoma Power, Transmission and Distribution: New Services Engineering Field Coordinators (Utility Service Specialist).

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 6:00 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 to provide additional contact with customers within these time frames in an effort to provide more efficient and meaningful customer contact.

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 6:00 a.m. -9:00 a.m. (inclusive), established under this Letter of Understanding, an employee working or reporting to work two (2) hours prior to their start time 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.

**City of Tacoma**

**Local 483, International Brotherhood of  
Electrical Workers, Light Division  
(Tacoma Power)**

  
\_\_\_\_\_  
Jackie Flowers  
Director of Public Utilities  
\_\_\_\_\_  
Alice A. Philips  
Business Manager  
\_\_\_\_\_  
Dylan Carlson  
Senior Labor Relations Manager

Approved as to Form:

  
\_\_\_\_\_  
Deputy City Attorney

**Letter of Understanding  
Between  
City of Tacoma, Department of Public Works, Traffic Signal and Streetlight Shop  
And  
International Brotherhood of Electrical Workers, Local 483**

**Subject: Traffic Field Operations Supervisor Performing Work of Field Crews Effective Date:  
D a t e : April 20, 2020**

The intent of this Letter of Understanding is to assist in addressing a temporary staffing issue in the Public Works Traffic Signal and Streetlight Shop (ISSL Shop). Several journey level electricians retired in 2019, and the City has backfilled each of those vacated positions with new apprentices. However, the City is unable to perform the required work with the number of new apprentices, combined with the requirements associated with journey level electrician to apprentice ratios. This Letter of Understanding will allow the Traffic Field Operations Supervisor (supervisor) to perform the work of the field crews under the outlined conditions to assist in meeting the workload demand and assisting in the training of the new apprentices. This Letter of Understanding is valid for the terms of the contract; however, both parties acknowledge that this is a temporary allowance to address a temporary condition, with resolution anticipated by December 2023.

Traffic Field Operations Supervisor, Glen Yotter, was promoted in 2019 from a journey level Signal and Lighting Electrician, Senior position, completed the City of Tacoma signal and lighting apprenticeship program, and is a Qualified Electrical Employee as defined by Washington Administrative Code (WAC) 296-45. Furthermore, Mr. Yotter still currently possesses all of the necessary certifications required for a Signal and Lighting Electrician. As such, the supervisor may perform the work of Journey Level Signal and Streetlight Electricians under the following conditions:

1. Apprentice Oversight and Training:
  - a. The Traffic Field Operations Supervisor may provide oversight and training of apprentices working in the shop.
  - b. Apprentices may periodically job-shadow *the* supervisor to further their education and understanding of the body of work performed by the shop.
  - c. The supervisor shall be considered a journey level electrician for the purposes of meeting required ratios for apprentices and other non-qualified workers.
2. Journey Level Electrician Coverage:
  - a. The Traffic Field Operations Supervisor may provide coverage for unscheduled leave of a journey level electrician.
  - b. The Traffic Field Operations Supervisor may provide coverage for scheduled leave of a journey level electrician for beginning and end of shift (such as coverage for scheduled doctor's appointments of journey level electricians, etc.).
  - c. Coverage for unscheduled and scheduled leave shall only be used to resolve an apprentice to journey level electrician ratio issue. As such, the supervisor shall not be paired with a journey level electrician while providing leave coverage.
  - d. Coverage for unscheduled and scheduled leave may include independent work, such as performing locates and inspections, as needed provided this will not disrupt other set ups to Inspector/Locator that would occur.
3. Standby and Overtime:
  - a. The Traffic Field Operations Supervisor shall not be included in the rotation of the

- standby phone.
- b. The supervisor shall not participate in scheduled overtime at any time, but may participate in unscheduled overtime when providing leave coverage while paired with an apprentice.
  - c. The supervisor may respond to emergency call outs (as the second person on the crew) if no other electrician on the overtime call out list can be reached. Determination of crew makeup, taking into consideration apprentice competencies, shall remain the responsibility of the electrician on standby as stated in Section 18.8 of the current 483 Power Collective Bargaining Agreement.

The City shall provide Flash Rated clothing, boots, and cover expenses associated with maintaining a Commercial Driver's License (as if a journey level electrician) for the Traffic Field Operations Supervisor as needed, for as long as this Letter of Understanding is active. The City will provide training as required for the supervisor to maintain all necessary certifications, for as long as for as long as this Letter of Understanding is active.

The Traffic Field Operations Supervisor has an Overtime Compensation Designation of "Category E" which requires compensation for overtime when assigned to work outside of normal work hours due to emergencies. As such, when performing emergency overtime as a supervisor, compensation will be at time-and-a-half overtime in accordance with the IBEW 483, Supervisor's Unit, Collective Bargaining Agreement and the Tacoma Municipal Code. However, should an unscheduled overtime or emergency situation arise where the Traffic Field Operations Supervisor is required to work overtime hours performing work of the Signal and Lighting Electrician, the supervisor shall receive double overtime while performing such work. Such occurrences should be limited. Due to the emergent nature of these occurrences, notification shall be provided to management within one business day of working overtime in this capacity.

The need for this Letter of Understanding is based on successful completion of the apprenticeship program of current apprentices and anticipated retirements of existing journey level Signal and Lighting Electricians. Apprentices are anticipated to complete their apprenticeship as follows:

- Two (2) anticipated by July 2021
- Three (3) anticipated by May 2023
- One (1) anticipated by December 2023

Upon successful completion of the apprentice program by each class, the need for this Letter of Understanding will be reviewed by both parties. This agreement may need to be in place until staffing issues are resolved in 2023, however, should the staffing issue resolve prior to this date or if this arrangement is no longer needed or deemed necessary, either party may revoke this agreement with :fifteen working days' notice to the other party.

Nothing in this LOU is intended to be used as a precedent for future contract negotiations or other similar matters.

**ORIGINAL SIGNED BY:**

**City of Tacoma**

Elizabeth Pauli, City Manager

Kurtis Kingsolver, Director of Public Works

Dylan Carlson, Senior Labor Relations Manager

Cheryl Comer, Deputy City Attorney

**Local 483, IBEW, Power Unit and Supervisors Unit**

Alice Phillips, Business Manager

**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 – Cowlitz**

**Date: September 23, 2020**

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) 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 6:30 a.m. and 5:30 p.m., Monday through Friday only. 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. The lunch period shall be 12 noon to 12:30 p.m. for any non-standard shift under this Letter of Understanding.

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 6:30 a.m. -9:00 a.m. (inclusive), established under this Letter of Understanding, an employee working or reporting to work two (2) hours prior to their start time 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:**

  
\_\_\_\_\_  
Jackie Flowers  
Director of Public Utilities

  
\_\_\_\_\_  
Chris Robinson  
Power Superintendent

  
\_\_\_\_\_  
Dylan Carlson  
Senior Labor Relations Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Alice A. Phillips  
Business Manager

07/30/2020

**Letter of Understanding  
Between  
City of Tacoma, Tacoma Fire Department  
And  
International Brotherhood of Electrical Workers, Local 483, Power Unit**

**Subject: Fire Electrician Standby**

**Date: July 26, 2021**

Tacoma Fire Department (TFD) Administration, for resiliency to better respond to after-hour emergencies, is activating the Stand-By Time clause Section 18.8 in the IBEW 483 Power Collective Bargaining Agreement for Fire Maintenance Electricians. The list below is intended to help create and maintain the Fire Maintenance Electrician stand-by list. It is by no means an exhaustive list and includes but is not limited to the following:

- 1) Stand-by time is a rotating voluntary list and to be managed by the Fire Electrical Maintenance Supervisor (FEMS). In the event no volunteers are available, FEMS may assign Fire Maintenance Electricians (FME) in a reverse order of seniority. All FME's shall be eligible for Stand-by once they have successfully completed their probation period.
- 2) Stand-by list will be established and updated quarterly by FEMS to allow for adequate planning. Periodic modifications to the list will be inevitable and will be handled as the need arises.
- 3) Stand-by time will be rotated on a weekly-basis commencing each Monday at 1630 hours and ending on Monday at 0700 hours. In the event that the Monday is a City of Tacoma recognized holiday, then the rotation will occur on the following scheduled work day.
- 4) Stand-by list will be maintained and posted by FEMS in a location that all FMEs have access to it.
- 5) FME's who are scheduled for standby are responsible for finding their own standby coverage and notifying the FEMS of any substitutions.
- 6) When the stand-by FME receives an overtime notification from the FEMS, the assigned FME shall be the person to work the overtime.
  - a) If an additional FME is needed, the FEMS contacts FMEs in reverse order of overtime accruals. If an additional FME is not available, the FEMS may perform the necessary work duties.
  - b) If deemed an imminent life and safety emergency, FEMS may respond and perform duties immediately and may contact the assigned FEMS as soon as reasonably possible.
  - c) FME on stand-by assignment must remain fit for duty and respond directly to the FEMS within 15-minutes and arrive to the FME's assigned business office within 60-minutes of the initial notification.
  - d) If an FME is not required to physically respond to a location, then they shall be compensated a minimum of one (1) hour of the appropriate overtime rate of pay for the first hour of each call. For such calls all time in addition to one (1) hour shall be paid at the actual time worked.
- 7) If FEMS is not available to serve stand-by due to any leave status, FEMS may assign a second FME to be on the FME stand-by list to allow for a minimum of two stand-by personnel. It is understood that there will be times when a second FME may not be available due to timing and scheduling issues. If a second FME is assigned stand-by under this scenario, the FME with seniority will be primary decision maker and

primary contact.

- 8) Stand-by list is for after-hours emergency work only and not for planned overtime work or for overtime due to the need for continuation of work. Planned overtime will be awarded based on employee with the least amount of overtime being offered the opportunity first per the CBA.
- 9) The FME stand-by assignment is separate and in addition to the FEMS stand-by assignment.

Due to future budgetary reasons or any other potential factors, TFD Administration retains the right to rescind the assignment of FME stand-by time as deemed necessary to manage the overall TFD operations.

This Letter of Understanding is not to be used as a precedent with respect to this or any other contract for any other division or department of the City, nor by other employees represented by this Union, or any other Union.

City of Tacoma

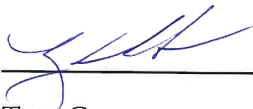


Elizabeth Pauli  
City Manager

Local 483, International Brotherhood of  
Electrical Workers, Light Division

 7/27/2021

Alice Phillips  
Business Manager



7/27/2021

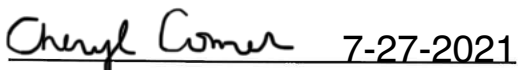
Tory Green  
Fire Chief



July 27, 2021

Dylan Carlson  
Senior Labor Relations Manager

Approved as to form:

 7-27-2021

Deputy City Attorney



## **LETTER OF AGREEMENT**

**Between**

**City of Tacoma, Department of Public Utilities ("TPU")**

**And**

**International Brotherhood of Electrical Workers, Local 483 Power Unit ("Union")**

**Subject: Cowlitz Project Fish Hauling**

Date: April 11, 2022

This Letter of Agreement ("LOA") is by and between TPU and the Union, together "the Parties". The LOA describes the Parties' agreement regarding the 2021 Fish Haul Grievance filed by the Union on behalf of Rick Hill (the "Grievance").

### **Background**

At the Cowlitz Project, TPU is required to haul fish returning to the Cowlitz River under the applicable Federal Energy Regulatory Commission License ("FERC"). Fish hauling typically occurs during much of the year, and has been normally assigned to Hydro Utility Workers (CSC #5056) on a daily basis when needed.

During periods of extended heavy fish runs ("Heavy Fish Runs"), as defined by FERC, TPU must haul fish seven days per week. During Heavy Fish Runs, up to four (4) employees are placed on a schedule that provides fish hauling capability Monday-Sunday (an "Alternate Schedule"). Typically, periods of Heavy Fish Runs occur six to eight weeks each year, and often coincide with the annual Hydro maintenance cycle.

For a number of years at the Cowlitz Project, Hydro Utility Workers have been assigned to fish hauling on a daily basis, subject to operational and staffing needs. During periods of Heavy Fish Runs, employees assigned to an Alternate Schedule haul fish on Saturday and Sunday, and may be assigned to haul fish during the weekdays when their Alternate Schedule aligns with the normal workweek (Monday-Thursday or Tuesday-Friday).

As understood by TPU, the Union's Grievance was predicated by Mr. Hill's belief that fish hauling duties were not being reasonably shared at the Cowlitz Project.

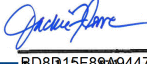
TPU believes that the current fish haul language in Section 17.4(d) of the Collective Agreement ("CBA") is dated, does not align with the actual practice, and may require future modification to better meet the needs of the Cowlitz Hydro operation. TPU believes that it is in the best interest of the Parties to reach a resolution that better ensures that fish hauling duties are distributed more equitably to employees, and provides flexibility for Hydro Management to make adjustments based on operational and staffing needs when necessary.


### **Remedy Agreement**


The Parties have a mutual desire to ensure that the CBA meets the interests of the business, its employees (the Union's members), and Management – and agrees to the following.

1. The Parties agree to place the Grievance into abeyance.
2. The Parties agree to a trial remedy ("Remedy"), incorporated into this LOA, whereby fish hauling at the Cowlitz Project shall be administered as per the modified Section 17.4(d) language in the APPENDIX to this LOA, for a period of one (1) year.
  - a. The Remedy will be reviewed by the Parties at six (6) months, and one (1) year after full execution of this LOA, and modifications to the Remedy may be made by the Parties by mutual agreement.
  - b. At the end of one (1) year, the LOA may be formally agreed to, or extended by mutual agreement.
  - c. In addition, either Party may terminate this LOA by providing thirty (30) day written notice to the other Party.
3. If the Union, or TPU, exercises its right to terminate this LOA, the Grievance will be taken out of abeyance, and may be pursued by the Union.
4. This LOA shall not establish precedent for the Parties hereto, nor for any other collective bargaining units or departments of the City.

FOR THE CITY:

DocuSigned by:  
  
FD8B15E89A9447B  
Jackie Flowers  
City Manager  
4/11/2022  
Date

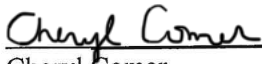
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Chris Robinson  
Power Superintendent  
4/11/2022  
Date

  
Dylan Carlson  
Senior Labor Relations Manager  
April 6, 2022  
Date

FOR THE UNION:

  
Alice Phillips  
Business Manager, IBEW Local 483  
4/6/22  
Date

Approved as to form:

  
Cheryl Comer  
Deputy City Attorney  
4-8-2022  
Date

## APPENDIX

### Trial Remedy Language

#### Section 17.4 – Generation Section

d. At the Cowlitz Project, the hauling of fish will normally occur Monday through Friday during normal work hours. Fish hauling assignments will be made on a daily basis using the following process to help ensure that involuntary assignment to fish hauling during the normal workweek is reasonably shared:

1. Volunteers will be assigned first.
2. If there are no volunteers, assignment will be made from a list of Hydro Utility Workers ranked by the number of days they have been involuntarily assigned to hauling fish (not to include Fish Crew hauls) in a calendar year. The list will be refreshed on a monthly basis and shall reset on January 1<sup>st</sup> of each year, at which time non-Fish Crew fish hauls shall be assigned in inverse seniority until the list is refreshed.

When such fish hauling occurs outside of normal work hours, assignments will be made in accordance with the overtime procedures and the established overtime list.

When emergent issues at the Hydro generation or Hatchery facilities require (e.g., hydro generation maintenance or operational issues, flooding events, the need for specialized skill or experience in other parts of the Hydro operation, vacation coverage, disability/sick leave coverage, etc.) Hydro Management may deviate from Step 2 for daily fish hauling assignments.

During extended periods of heavy fish runs that require fish hauling seven (7) days/week as defined by FERC License requirements, a Fish Crew shall be established. 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 for the purpose of providing fish hauling capability. During extended heavy fish runs, there may be circumstances (e.g., heavy fish runs of short duration, etc.) for which the establishment of a Fish Crew may not be practicable. With mutual agreement, the requirement to establish a Fish Crew may be waived.

Assignments for employees to the Fish Crew will be bid based on Cowlitz Project seniority. If no bid is received, then Fish Crew assignments will be made based upon inverse seniority. 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.

During normal workweek days (Monday through Friday) that fall during established alternate shifts for the Fish Crew, volunteers may be assigned to the hauling of fish on a daily basis. If there are no volunteers, employees assigned the Fish Crew will haul fish. Employees assigned to a Fish Crew will haul fish on Saturday and Sunday.

The City will notify the affected employees at least seven (7) days in advance of the establishment of a Fish Crew, and 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.

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 17.4 of the current collective agreement.

### **INTENTS SUMMARY**

The purpose of this section is to clarify the intent of the proposed changes to Section 17.4(d).

- Assignment to fish hauling Monday through Friday of each week would be determined by the selection process in 17.4.(d) 1 and 2.

During extended periods of heavy fish runs, when a Fish Crew is established, employees assigned to alternate schedules would work Sunday through Thursday, or Tuesday through Saturday, and would be assigned to fish hauling.

- NOTE: During heavy fish runs, when a Fish Crew has been established, volunteers may be used for fish hauling during the regular workweek (Monday through Friday). If there are no volunteers, employees assigned to the Fish Crew will haul fish. Employees assigned to the Fish Crew will haul fish on Saturday and Sunday.
- Hydro Management's intent would be to follow the selection process in 17.4.(d) 1 and 2. When emergent or unplanned situations arise where an employee who would be selected for fish hauling is more urgently needed in another part of the operation (e.g., they possess a specialized skill or qualification, etc.), or staffing issues arise (e.g., vacation, sick leave, disability leave, etc.), Management may make adjustments to the selection process. It is agreed that such skipping of assignments shall be short term.
- The utilization of Flex Schedules for Hydro Utility Workers as provided in the CBA, including those who may be performing fish hauling work, may fall outside the definition of "normal hours" as described Section 17.4(d) in the current CBA, and in the "Trial Remedy Language" (e.g., employees assigned to a 9/80 work schedule, a 4/10

work schedule, etc.). The Parties agree that the previous practice of recognizing such Flex Schedules when establishing a Fish Crew will remain unchanged.

- Hydro Management will make a good faith effort to ensure that involuntary assignment to the duty of hauling fish is reasonably shared over a calendar year.

**LETTER OF AGREEMENT**  
**Between**  
**City of Tacoma**  
**And**

**International Brotherhood of Electrical Workers, Local 483**

**Subject: Tacoma Signal & Streetlight Maintenance Employee Retention Incentive**

**DATE: May 11, 2022**

This Letter of Agreement ("LOA") is by and between the City of Tacoma ("City"), IBEW Local 483 - Power Unit and IBEW Local 483 - Supervisors Unit (together, "the Parties").

The LOA describes the Parties' agreement regarding the parameters of a retention incentive program for employees who are currently, or will become retirement eligible during the term of this LOA, and whose employment is considered essential for the continued operations of the City's signal and streetlight infrastructure.

**Background**

The Tacoma Traffic Signal & Streetlight Section of Public Works ("TSSL Shop") maintains unique critical signal and streetlight infrastructure for the City. Journey level electricians ("Journey Electricians", see Definitions) in that group are typically trained internally through an apprenticeship program, and are critical to the maintenance of that infrastructure.

The TSSL Shop has 2 employees in the Senior Signal & Lighting Electrician classification that are currently eligible for retirement ("Retirement Eligible", see Definitions). By August 2025, another 3 employees (2 Signal & Lighting Electricians, and 1 Traffic Field Operations Supervisor) will become Retirement Eligible.

In addition, there are 5 Signal & Lighting Electrician Apprentices ("Apprentices") in the TSSL Shop. Two more Apprentices are anticipated to be hired in the spring of 2022. Apprentices must complete a 3 ½-year apprenticeship program and are typically paired with Journey Electricians (in a 1/1 ratio) who provides oversight in accordance with applicable Washington L&T apprenticeship regulations.

Four of the current Apprentices are anticipated to complete their apprenticeships between January-November 2023. One more Apprentice is anticipated to complete their apprenticeship in January 2025. The two, yet to be hired, Apprentices are anticipated to complete their apprenticeships in January 2026.

If the five Journey Electricians who are Retirement Eligible by August 2025 choose to retire on the date that they become Retirement Eligible, the overall effectiveness of the TSSL Shop will be reduced due to the required 1/1 Journey Electrician to Apprentice ratio. To address a potential shortfall of Journey Electricians required to maintain the signal and streetlight infrastructure, the City believes that an employee incentive retention plan should be offered to Journey Electricians that become Retirement Eligible by August 1, 2025.

## **Definitions**

1. **Effective Date of Agreement:** The "Effective Date" of this LOA shall be the date it is fully executed by the Parties.
2. **Retirement Eligible:** For the purposes of this LOA, "Retirement Eligible" is defined as *eligible for an unreduced retirement* under TERS as described in Tacoma Municipal Code Section 1.30, no later than August 1, 2025, meeting at least one of the following criteria:
  - a. Age 60 or greater.
  - b. At least 30-years of service.
  - c. A combination of age and years of service that taken together equal 80 or more (the "rule of 80").
3. **Journey Electricians:** For the purposes of this LOA, eligible "Journey Electricians" shall be defined as employee(s) who have passed probation in the following classifications:
  - a. Traffic Field Operations Supervisor (CSC 5276), Local 483 Supervisors Unit
  - b. Signal & Lighting Electrician (CSC 5275), Local 483 Power Unit
  - c. Signal & Lighting Electrician, Senior (CSC 5274), Local 483 Power Unit
4. **Retention Periods:** For the purposes of this LOA, there shall be two Retention Periods:
  - a. "Period 1" will be the period from the Effective Date to July 31, 2024.
  - b. "Period 2" will be the period from the Effective Date to July 31, 2025.
5. **Term of Agreement:** The effective "Term of Agreement" of this LOA shall be from the Effective Date to the conclusion of Period 2, and the execution of the resulting Retention Incentive Payment to Eligible Employees.
6. **Eligible Employees:** For the purposes of this LOA, "Eligible Employees" shall meet all of the following criteria:
  - a. Continuously employed by the City in the TSSL Shop during the Term of Agreement.
  - b. Retirement Eligible (as defined in 2 above).
  - c. Continuously employed as Journey Electricians (defined in 3 above) from the Effective Date to the applicable Retention Period (defined in 4 above).
  - d. Identified in TABLE 1 in the APPENDIX of this LOA.
7. **Retention Incentive Payments:** For the purposes of this LOA, a "Retention Incentive Payment" shall be made if an Eligible Employee remains continuously employed from the Effective Date through an applicable Retention Period.

## **Agreement**

The Parties agree to the following terms:

1. **Retention Payments:** Retention Incentive Payments will be made to Eligible Employees after the completion of an applicable Retention Period.
  - a) **Completion of Period 1:** An Eligible Employee continuously employed through Period 1 will receive:



- i. A one-time lump sum Retention Incentive Payment of \$7,500.00, subject to taxes as required by state and federal law. Consistent with the TMC, lump sum payments are not considered in TERS contribution or benefit calculations.
  - b) Completion of Period 2: An Eligible Employee who remains continuously employed through Period 2 will receive:
    - i. A one-time lump sum Retention Incentive Payment of \$15,000.00, subject to taxes as required by state and federal law. Consistent with the TMC, lump sum payments are not considered in TERS contribution or benefit calculations.
2. Timeline for Payment: After completion of an applicable Retention Period by an Eligible Employee, the Retention Incentive Payment shall be processed through the City's payroll system and paid on the Eligible Employee's next regular pay.
3. Eligibility for Retention Incentive Payments: An Eligible Employee must remain continuously employed through the applicable Retention Period to receive a Retention Incentive Payment. An otherwise Eligible Employee who voluntarily separates their employment with the City (including retirement), is terminated by the City (including but not limited to layoff, disciplinary action culminating in termination as per the TMC and applicable provisions of their Collective Bargaining Agreements), or takes a voluntary Leave of Absence prior to completion of an applicable Retention Period shall become ineligible for any Retention Incentive Payment. This shall not include time off for vacation, sick leave, FMLA, PFML or an on the job injury.

This LOA shall terminate after the conclusion of the Term of Agreement, and shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

**ORIGINAL SIGNED BY:**

**City of Tacoma**

Elizabeth Pauli, City Manager

Shelby Fritz, Human Resources Director

Dylan Carlson, Senior Labor Relations Manager

Cheryl Comer, Deputy City Attorney

**IBEW Local 483**

Alice Phillips, Business Manager



## APPENDIX

TABLE 1 - TACOMA TRAFFIC SIGNAL & STREETLIGHT SECTION - EMPLOYEE RETENTION INCENTIVE PLAN				
Eligible Employees	Current Classification	Retirement Eligible Date	Eligible for Period 1 (7/31/2024) Retention Incentive Payment (\$7,500)	Eligible for Period 2 (7/31/2025) Retention Incentive Payment (\$15,000)
Dimond, James	Signal & Lighting Electrician, Senior	Currently Eligible	YES	YES
Ernsberger, Gregory	Signal & Lighting Electrician	Feb-24	YES	YES
Rader, John	Signal & Lighting Electrician, Senior	Currently Eligible	YES	YES
Squire, Gregory	Signal & Lighting Electrician	Jul-25	YES	YES
Yotter, Glen	Traffic Field Operations Supervisor	Apr-24	YES	YES

## Letter of Agreement

Between  
The City of Tacoma, Department of Public Utilities, Light Division (Tacoma Power)  
And  
International Brotherhood of Electrical Workers Local 483

**Subject: Transformer Dry Out and Oil Processing**

**Date: December 12, 2022**

The City of Tacoma and IBEW Local 483 Power Unit (hereinafter the Parties), enter into this Letter of Agreement (LOA) which shall be attached to the 2021-2024 IBEW 483 Power Collective Bargaining Agreement (CBA) and incorporated as though fully set forth therein.


This LOA is entered into to resolve a grievance and to clarify the process utilized for scheduled overtime assignments specifically associated with substation transformer dry out and oil processing.

Qualified crew members will be offered to cover scheduled shifts during the transformer dry out and oil processing in a fair and equitable manner as needed for the assignment. Each shift will have a minimum of two qualified crewmembers assigned. Management may opt to add individuals to a two-person shift if warranted or for potential training opportunities.

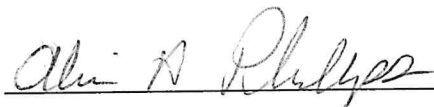
Nothing in this letter is intended to be used as precedent for other contractual language, future contract negotiations, other City operations, or with other employees represented by Local #483, IBEW.

City of Tacoma


Local 483, International Brotherhood of  
Electrical Workers, Power Unit

DocuSigned by:  
  
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Jackie Flowers  
Director of Public Utilities

 12/12/2022

Alice Phillips  
Business Manager

DocuSigned by:  
  
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Chris Robinson  
Power Superintendent

DocuSigned by:  
  
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Dylan Carlson  
Senior Labor Relations Manager

Approved as to form:

DocuSigned by:  
*Cheryl Comer* 12/12/2022  
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Deputy City Attorney

**Letter of Understanding  
Between  
City of Tacoma, Tacoma Power  
And  
International Brotherhood of Electrical Workers, Local 483, Power Unit**

**Subject: Compensatory Time Off In Lieu of Overtime Pilot Program Transmission & Distribution  
(2023)**

The City of Tacoma and International Brotherhood of Electrical Workers, Local 483 Power Unit, (hereinafter "the parties") hereby enter into this Letter of Understanding (LOU) for the purpose of memorializing the terms of a pilot program to test the feasibility of compensatory time off in lieu of overtime agreement for individuals in specific classifications and with specific work assignments.

Background: The classifications selected below to participate in this pilot program are frequently subject to emergency call outs with a low acceptance rate in critical situations. In an effort to incentivize individuals for accepting Emergency Overtime assignments and to provide employees with the option for additional time off to provide work life balance the parties agree to the following:

1. Program participation is limited to the following positions within the Transmission & Distribution section: Line Electrician, Line Electrician Sr., Line Electrician Apprentice, Line Equipment Operators, Wire Electrician, Wire Electrician Sr., Wire Electrician Apprentice, Line Clearance Tree Trimmer, Line Clearance Tree Trimmer Sr., Transmission and Distribution Flagger, and Electrical Worker.

Excluded from this program are employees who are assigned to the Trouble Crew.

2. In order to prevent employees from forfeiting set-up or premium pay, employees may not elect to receive compensatory time in situations where an employee is being set-up to a higher compensated classification, or in situations where an employee is eligible for a premium pay above their base rate (such as high-pole pay, vault pay, etc.). In circumstances where an employee is set-up on a longer-term basis expected to be of (30) thirty days or longer they may elect to receive compensatory time, but such employees are hereby cautioned that this election may cause them to forfeit the higher rate of pay if the compensatory time off is utilized or cashed out at a lower rate in the future.
3. In order to prevent employees from forfeiting pensionable wages, employees may not elect to receive compensatory time in situations where an employee is being compensated at the overtime rate during their regularly scheduled work shift (such as major multi-day storm pay for hours worked during the employee's regularly scheduled work shift).
4. Within the specific parameters of this LOU, compensatory time may be earned at an individual employee's election. Employees may elect compensatory time off in lieu of overtime for hours worked during emergency overtime call outs. This does not apply to: scheduled overtime, projects funded by grants or other outside agencies, or mutual aid assignments.

Employees electing compensatory time off in lieu of overtime must make this irrevocable election on their time slip at the end of the overtime assignment and prior to heading home.

- a. For employees in overtime category C: For every one (1) hour of emergency overtime worked, employees may elect to receive two (2) hours of compensatory time off in lieu of payment.
  - b. For employees in overtime category A: For every one (1) hour of emergency overtime worked, employees may elect to receive one and one half (1 ½) hours of compensatory time off in lieu of payment.
5. Employees may accumulate up to forty (40) hours of compensatory time off. Overtime worked which would place the employee above the maximum accrual of forty (40) hours shall be paid as wages.
6. Cash out – All compensatory time balances that are not used prior to April 1 of each year will be cashed out during the pay period that includes March 31<sup>st</sup> and based on March 31 rates of pay. Additionally, employees with banked compensatory time are required to cash out all hours upon promotion/demotion, permanent assignment to the Trouble Crew, when transferring to a different department, and upon separation from the City of Tacoma.
7. Employees may not utilize banked compensatory time off without prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Compensatory time off shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preference of the employees. Employees may not utilize banked compensatory time off when they are set-up up to a higher classification or on a day immediately following a day where the employee was set-up to a higher classification except in situations where an employee is being set-up on a longer-term basis expected to be of (30) thirty days or longer.
8. Approximately twelve (12) months following implementation of the pilot program, the parties will meet to evaluate impacts on employees and the Department, and whether changes to the pilot program are prudent.

This LOU shall replace and supersede the March 2022 LOU entitled “Compensatory Time Off in Lieu of Overtime Pilot Program Transmission & Distribution”. Nothing in this Letter of Understanding is intended to be used a precedent for future contract negotiations or other similar matters for this or any other bargaining unit at the City. This LOU is effective upon signature of the parties. Either Party may terminate this LOU with thirty (30) days’ written notice to the other Party, up to the date of the adoption of successor collective bargaining agreement. It is the Parties’ intent to meet before terminating this LOU.

EXECUTED ON THIS 11th DAY OF May, 2023.

City of Tacoma

Local 483, International Brotherhood of  
Electrical Workers, Light Division  
(Tacoma Power)

DocuSigned by:



05/11/2023

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Jackie Flowers

Director of Public Utilities



Byron Allen

Business Manager

DocuSigned by:



05/11/2023

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Chris Robinson

Power Superintendent

DocuSigned by:



05/11/2023

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Dylan Carlson

Labor Relations Division Manager

Approved as to form:

DocuSigned by:



05/11/2023

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Cheryl Comer

Deputy City Attorney



**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**

**Four (4) Ten (10) Work Schedules and 7:00 A.M. Start Time – Loveland Line and Wire Crews**

**Date:** May 11, 2023

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:

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) 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. This would facilitate schedules such as nine/eighties, four/tens, and shifted eight-hour days within these time frames. 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 and their crew intact. Any crew member not wanting to work an alternative schedule will be replaced from a list of volunteers by order of seniority on the list. 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. The lunch period shall be 12 noon to 12:30 p.m. for any non-standard shift under this Letter of Understanding.

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.

**The following applies directly to Loveland Line Crews:**

After conversations with employees it has been determined that not all employees are interested in the potential to work an alternative schedule consisting of four (4) days per week and ten (10) hours per day. The City evaluated the current operational needs of the department, feasibility, and practicality of implementing this schedule. It is also understood that the City or the Union may cancel the new schedule at any time provided either party provides ten (10) days' notice.

1. Interested Line crew employees will move from working a standard work week of five (5) days per week and eight (8) hours per day to four (4) consecutive days of work and ten (10) hours per day. Exceptions to this work week schedule may be accommodated. All Line Electricians, Line Electrician Sr's, Apprentice Line Electricians, Line Equipment Operators, Electrical Workers assigned to Loveland will start work at 7:00 A.M. with no exceptions.

2. For the purposes of this LOU Sec. 14.3(b) shall be amended to read:

Any employee performing overtime work between 12:00 midnight and 4:00 a.m. (with the exception of their alternative work scheduled day off, 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.

3. Employees shall be assigned to one of the following schedules:
  - a. Monday – Thursday – 7:00 A.M. – 5:30 P.M.
  - b. Tuesday – Friday – 7:00 A.M. – 5:30 P.M.
  - c. Monday – Friday – 7:00 A.M. – 3:30 P.M.
4. Holidays: City recognized holidays shall be paid at eight (8) hours. Employees shall be required to utilize two (2) hours of vacation, Compensatory time off or PTO leave to bridge the gap of their ten (10) hour day for holidays that fall on a regular workday. In accordance with PMP-320 should a holiday falls on the employee's flex day off, then they shall revert back to a five (5) days, eight (8) hour per day schedule for that week.
5. Employees that are working as a set-up or temporary bid lead on a crew shall work that crew's schedule for the first thirty (30) consecutive work days of set-up status after which the set-up or temporary bid lead may elect to change the crew's work schedule to either 4-10's or 5-8's as the case may be.
6. Employees are encouraged to familiarize themselves with PMP 320.

**The following applies directly to Wire Crews:**

After conversations with employees, it has been determined that the overwhelming majority of employees were interested in the potential to work an alternative schedule consisting of four (4) days per week and ten



(10) hours per day. The City evaluated the current operational needs of the department, feasibility, and practicality of implementing this schedule.

1. Wire crew employees will move from working a standard work week of five (5) days per week and eight (8) hours per day to four (4) consecutive days of work and ten (10) hours per day. Exceptions to this work week schedule may be accommodated. All Wire Electricians, Wire Electrician Sr., Wire Electrician Apprentices, Electrical Workers and Line Equipment Operators (assigned to Wire), will start at 7:00 A.M. with no exceptions.
2. For the purposes of this LOU Sec. 14.3(b) shall be amended to read:

Any employee performing overtime work between 12:00 midnight and 4:00 a.m. (with the exception of their alternative work scheduled day off, 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.


3. Employees shall be assigned to one of the following schedules:
  - a. Monday – Thursday – 7:00 A.M. – 5:30 P.M.
  - b. Tuesday – Friday – 7:00 A.M. – 5:30 P.M.
  - c. Monday – Friday – 7:00 A.M. – 3:30 P.M.
4. Holidays: City recognized holidays shall be paid at eight (8) hours. Employees shall be required to utilize two (2) hours of vacation or PTO leave to bridge the gap of their ten (10) hour day for holidays that fall on a regular workday. In accordance with PMP-320 should a holiday falls on the employee's flex day off, then they shall revert back to a five (5) day, eight (8) hour per day schedule for that week.
5. Employees are encouraged to familiarize themselves with PMP 320.

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.


City of Tacoma

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

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09/27/2023  
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Jackie Flowers  
Director of Public Utilities

 9/21/2023  
Byron Allen  
Business Manager

DocuSigned by:  
  
09/22/2023  
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Chris Robinson  
Power Superintendent

DocuSigned by:  
  
09/21/2023  
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Dylan Carlson  
Division Manager, Labor Relations

Approved as to form:

DocuSigned by:  
  
09/21/2023  
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Deputy City Attorney

## **Letter of Understanding**

**Between**

**The City of Tacoma, Department of Public Utilities, Light Division (Tacoma Power)**

**And**

**International Brotherhood of Electrical Workers Local 483**

**Subject: Take Home Vehicle for Trouble Crew**

**Effective: December 4, 2023**

The City of Tacoma and IBEW Local 483 Power Unit (hereinafter the Parties), enter into this Letter of Understanding (LOU) which shall be attached to the 2021-2024 IBEW 483 Power Collective Bargaining Agreement (CBA) and incorporated as though fully set forth therein.

### **The parties agree to the following:**


1. All Trouble Crew members will be provided take home vehicles to enable them to respond directly to emergency calls as opposed to reporting to campus to pick up a vehicle to respond to emergencies. Employees are expected to secure vehicles and supplies at all times.
2. All Trouble Crew members will report to the North Service Center (NSC) at the start of their scheduled shift and leave from the NSC at the end of their scheduled shift unless responding to a call or performing an assigned task.
3. All Trouble Crew members will respond to overtime emergency calls from their homes and may return to their homes after the overtime emergency call outs are resolved
4. Section 13.2 Travel Pay and Emergency Callout provisions related to travel pay of the current collective bargaining agreement shall not apply to Trouble Crew employees, however, all other provisions of Section 13.2 shall apply.

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.


City of Tacoma

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


DocuSigned by:  
  
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11/09/2023  
Jackie Flowers  
Director of Public Utilities

  
Byron Allen  
Business Manager

DocuSigned by:  
  
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11/09/2023  
Chris Robinson  
Power Superintendent

DocuSigned by:  
  
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11/08/2023  
Dylan Carlson  
Senior Labor Relations Manager

Approved as to form:

DocuSigned by:  
  
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11/08/2023  
Deputy City Attorney

**LETTER OF AGREEMENT**  
**by and between**  
**IBEW, Local 483 Power Unit**  
**and**  
**The City of Tacoma**

**Accretion of the Telecommunications Engineer and Telecommunications Engineer,  
Senior Classifications**

**DATE: November 18, 2024**

The City of Tacoma ("City") and the International Brotherhood of Electrical Workers, Local 483 Power Unit ("Union") hereby enter into this Letter of Agreement ("LOA") which shall be attached to the IBEW, Local 483 Power Unit Collective Bargaining Agreement ("CBA") as fully set forth.

Employees in the classifications of Telecommunications Engineer, Senior and Telecommunications Engineer selected IBEW, Local 483 as their exclusive bargaining representative for purposes of collective bargaining. This was certified by the Public Employment Relations Commission on December 28, 2023.

It is hereby agreed that these classifications are recognized and incorporated into and covered by the terms and conditions of the CBA. Further, the City and the Union agree to the following terms:

**AGREEMENT**

- A. The Telecommunications Engineer (CSC 55350) and Telecommunications Engineer, Senior classifications (CSC 55360) are:
  - a. Classified employees (consistent with Section 1.24.290 of the Tacoma Municipal Code).
  - b. "Salaried" employees, exempt from the overtime provisions of the FLSA.
  - c. Overtime Class E (under Section 1.12.080 of the Tacoma Municipal Code) – No overtime compensation or compensatory time off except when assigned to work outside of normal work hours due to emergency situations.
- B. A Telecommunications Engineer or Telecommunications Engineer, Senior will receive a minimum of one (1) hour, or actual time worked if it exceeds one (1) hour, at one and one-half (1-1/2) times their regular rate of pay, for emergency calls received at their residence which do not require the employee to respond to the workplace.
- C. A Telecommunications Engineer or Telecommunications Engineer, Senior called to perform emergency overtime work (consistent with Section 1.12.080 of the Tacoma Municipal Code) shall receive one (1) hour of travel 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.
- D. A minimum of two (2) hours' overtime pay shall be allowed for emergency overtime work (consistent with Section 1.12.080 of the Tacoma Municipal Code) 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.

- E. Mealtimes shall be 6:00 a.m., 12:00 noon, 6:00 p.m., and 12:00 midnight. When employees are working emergency overtime (consistent with Section 1.12.080 of the Tacoma Municipal Code) 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. The meal allowance shall be one-half of the current Line Electrician rate.
- F. When assigned by their supervisor to emergency response stand-by responsibilities, Telecommunications Engineers and Telecommunications Engineer, Seniors shall be compensated at the standby rate prescribed by Section 6.17 of the Tacoma Joint Labor agreement. When assigned to standby, the employee must remain fit for duty, and capable of responding within thirty (30) minutes of notification of an emergency.
- G. Applicable Departments will attempt to distribute emergency overtime work in an equitable manner.
- H. Work schedules for the Telecommunications Engineer and Telecommunications Engineer, Senior classifications shall be eight (8) hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, allowing 30 to 60 minutes for an unpaid lunch period. Employees will be provided a minimum of two (2) weeks' notice prior to implementation of any schedule change outside seven (7:00) a.m. and six (6:00) p.m., Monday through Friday.
  - a. Upon mutual agreement with their supervisor, Telecommunications Engineer Seniors and Telecommunications Engineers may work alternative schedules such as 9-80s or 4-10s, consistent with PMP 320 – Flex-Time Policy.
  - b. Upon mutual agreement with their supervisor, Telecommunications Engineer Seniors and Telecommunications Engineers may telework consistent with Policy 3.17 – Managing a Telework Arrangement.
- I. Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. All employees in the classifications of Telecommunications Engineer and Telecommunications Engineer, Senior shall be enrolled in the PTO program.
- J. Following City Council approval, and retroactive to September 16, 2024, the classifications of Telecommunications Engineer and Telecommunications Engineer, Senior will receive a two and three quarters percent (2.75%) General Wage Increase ("GWI"). This GWI increase will represent the 2024 GWI increase in its entirety for the Telecommunications Engineer and Telecommunications Engineer, Senior, and the next GWI increases for these classifications will be in 2025 and thereafter, as negotiated in the CBA. The resulting 2024 wage table for these classifications will be as follows:

2024 SALARY PAY SCALE (with 2024 2.75% GWI applied) – TELECOMMUNICATION ENGINEER & TELECOMMUNICATION ENGINEER, SENIOR							
Code	A	Classifications	Step 1	Step 2	Step 3	Step 4	Step 5
55350	A	Telecommunications Engineer	\$ 52.92	\$ 55.56	\$ 58.33	\$ 61.25	\$ 64.31
55360	A	Telecommunications Engineer, Senior	\$ 61.15	\$ 64.21	\$ 67.41	\$ 70.58	\$ 74.32

*NOTE: Following City Council approval, and retroactive to September 16, 2024, the Pay Scale for Telecommunications Engineers and Telecommunications Engineer, Seniors will change from 9-steps to 5-steps. The new 5-step Pay Scale for 2024 (above) will be comprised of steps 3 through 7 of the previous 9-step Pay Scale, with a 2.75% GWI applied.*



- K. Following City Council approval, and retroactive to September 16, 2024, all Telecommunications Engineer, Seniors will progress to Step 5 and the appropriate rate of pay of the new salary range (as described in the Table above). Telecommunications Engineer, Seniors, and Telecommunications Engineers hired after City Council approval will progress through the salary table consistent with Section 1.12.030 of the Tacoma Municipal Code.
- L. Following City Council approval, and retroactive to September 16, 2024, Telecommunications Engineer, Seniors, and Telecommunications Engineers will be eligible for longevity pay pursuant to the following schedule:
- 1% of base pay with aggregate service of 5 through 9 years
  - 2% of base pay with aggregate service of 10-14 years
  - 3% of base pay with aggregate service of 15-19 years
  - 4% of base pay with aggregate service of 20 years or more

In addition to the individual terms, wages, and conditions of employment described in paragraphs A through L above, all CBA Articles and Sections will apply to the Telecommunications Engineer and Telecommunications Engineer, Senior, and will be incorporated by reference into this LOA, unless specifically listed in Exhibit 1 below. In the event of a conflict between paragraphs A through L, and applicable Articles and Sections of the CBA, paragraphs A through L will prevail.

EXHIBIT 1 – NON-APPLICABLE CBA ARTICLES & SECTIONS
Article 13 – General Working Rules (Sections 13.2, 13.3, 13.4, 13.7, 13.12, 13.17, 13.18 are not applicable)
Article 20 – Wage Scales (Section 20.2 is not applicable)

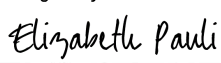
Each Telecommunications Engineer, Senior and Telecommunications Engineer employed on the date of City Council approval will receive a one-time lump sum payment of fifteen hundred dollars (\$1,500.00).

EXECUTED THIS 18th DAY OF November 2024.


CITY OF TACOMA

IBEW, LOCAL 483 POWER UNIT

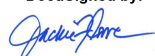
Signed by:

  
Elizabeth Pauli  
City Manager

11/18/2024

  
Byron Allen  
Business Manager

DocuSigned by:

  
Jackie Flowers  
Director of Public Utilities

11/18/2024

Signed by:



11/15/2024

24BC3A4F74E44A5...  
Shelby Fritz

Human Resources Director

Signed by:



11/15/2024

78F2DEC71BA24FD...  
Dylan Carlson

Labor Relations Division Manager

Approved as to form:

Signed by:



11/15/2024

74091E73DBF12AD...  
Deputy City Attorney



**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**  
**William A. Gaines**  
**Director of Utilities/CEO**  
**Joy St. Germain**  
**Human Resources Director**

**Alice Phillips**  
**Business Manager, IBEW, Local 483**