



RESOLUTION NO. U-11173

1 A RESOLUTION relating to employment, authorizing a collective bargaining
2 agreement between the City and International Brotherhood of Electrical
3 Workers, Clerical Unit.

4 WHEREAS the City has, for years, adopted the policy of collective
5 bargaining between the various labor organizations representing employees
6 and the administration, and

7 WHEREAS, pursuant to said policy, the International Brotherhood of
8 Electrical Workers, Local 483, Clerical Unit and representatives of the
9 administration of the City have engaged in collective bargaining and have
10 reached an agreement relating to wages, hours, and working conditions, and
11

12 WHEREAS the proposed Agreement covers approximately 172.5
13 budgeted positions, with 53.5 FTE positions assigned within TPU, and

14 WHEREAS the Agreement is for one year, and provides a general wage
15 increase of 3 percent, retroactive to January 1, 2020, and
16

17 WHEREAS this Agreement clarifies language in Article 2, Union
18 Recognition, regarding the employment status of City employees who are part
19 of the Union, and may desire to act as the Union Business
20 Manager/Representative; and to reflect legal requirements based on the *Janus*
21 *v. AFSCME* Council 31 court case, and
22

23 WHEREAS this Agreement also amends the language in Article 9,
24 Grievance Procedure, to provide for an optional step of grievance mediation,
25 and
26



WHEREAS, in addition, this Agreement provides bargaining unit employees within the Tacoma Police Department, a one-time, lump sum payment of \$500 for 2020, in recognition of their assistance in the department's CALEA accreditation and successful maintenance of the accreditation; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Sec. 1. That it is in the best interest of the City that the proposed Collective Bargaining Agreement ("Agreement") negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Clerical Unit, be approved.

Sec. 2. That said proposed Agreement is approved and the Council of the City of Tacoma is requested to concur in the approval.

Sec. 3. That the Council of the City of Tacoma is requested to pass an implementing pay and compensation ordinance, and authorize the proper officers of the City to execute and implement the said Agreement substantially in the form on file in the Office of the Clerk of the Board, to be approved by the City Attorney, by its terms to remain in full force and effect retroactive to January 1, 2020, through December 31, 2020.

Approved as to form:

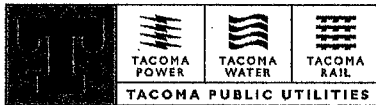
Chair

/s/
Chief Deputy City Attorney

Secretary

Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Karen Short, Senior Human Resources Analyst
Dylan Carlson, Senior Labor Relations Manager
Bill Fosbre, City Attorney
MEETING DATE: June 24, 2020
DATE: June 12, 2020

SUMMARY:

A resolution authorizing the adoption of a Collective Bargaining Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Clerical Unit.

BACKGROUND:

The resolution will authorize the adoption of the proposed collective bargaining agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Clerical Unit. The agreement covers 172.5 budgeted full time equivalent (FTE) positions, with 53.5 FTE positions assigned within Tacoma Public Utilities. The agreement will be scheduled for consideration by the City Council as a resolution on July 7, 2020.

The agreement is for one year, and provides for a general wage increase of 3 percent, retroactive to January 1, 2020. The agreement clarifies language in Article 2, Union Recognition, regarding the employment status of City employees who are part of the Union, and may desire to act as the Union Business Manager/Representative; and to reflect legal requirements based on the *Janus v. AFSCME Council 31* court case. It also amends the language in Article 9, Grievance Procedure to provide for an optional step of grievance mediation; and provides bargaining unit employees within the Tacoma Police Department, a one-time, lump sum payment of \$500 for 2020 in recognition of their assistance in the department's CALEA accreditation and successful maintenance of the accreditation.

ATTACHMENTS: List any attachments (contracts, policies, agreements, etc.).
Collective Bargaining Agreement
Fiscal Impact Memorandum as provided by the Budget Office

CONTACT:

Karen Short, Senior Human Resources Analyst, (253) 591-5424
Presenter: Dylan Carlson, Senior Labor Relations Manager, (253) 591-5609



To: Elizabeth Pauli, City Manager
From: Katie Johnston, Budget Officer
Date: June 10, 2020
Subject: Fiscal Impact of IBEW Clerical Increases for 2020

Overview

The following provides an estimate fiscal impact of the proposed collective bargaining agreement between the City of Tacoma and IBEW Clerical for 2020.

Financial Impact

Effective January 1, 2020, base wage rates will be increased by three percent (3%).

Fund/Department	FTE	2020 Incremental Expense
General Fund	16.7	\$40,000
General Fund Supported	8.0	18,000
Environmental Services	18.0	37,000
All Other General Government	76.3	226,300
Tacoma Public Utilities	53.5	110,000
Total	172.5	\$433,000

IBEW 483 Clerical bargaining unit employees in the Tacoma Police Department who are employed as of the date of City Council approval of this Agreement, shall receive a lump sum payment for 2020 in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

The 2020 lump sum payments in recognition of assistance in the CALEA accreditation will cost \$2,150, which includes payroll taxes and benefits.



Funding for 2020:

The cost of the proposed wage increase is partially budgeted in the Adopted 2019-2020 Budget. Departments will be responsible for adhering to their overall level of appropriation.

CC:

Dylan Carlson, Labor Relations Manager
Sam Benscoter, Lead Management Analyst
Hayley Falk, Management Analyst

2020

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

CLERICAL UNIT

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2020

LOCAL 483 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS CLERICAL UNIT

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2020

COLLECTIVE BARGAINING AGREEMENT
Between
CITY OF TACOMA
and
LOCAL 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CLERICAL UNIT

PREAMBLE

For the purpose of maintaining cordial relations between the City of Tacoma, hereinafter designated as the "City" and the party of the first part, and the Local 483, International Brotherhood of Electrical Workers hereinafter designated as the "Union" and 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 municipal services. Therefore, a working system and harmonious relations are essential to 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 which 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 manpower, and that they will use their influence and the best efforts to protect the property of the City and its interests and to prevent loss of tools, and materials and that they will cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020, to and including December 31, 2020, provided that, if either party desires to terminate the Agreement on the anniversary date of December 31, 2020, written notice of such intent must be given to the other party one hundred and twenty (120) days in advance of that date, and provided further that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

ARTICLE 2 – UNION RECOGNITION

Section 2.1 The Union shall be the exclusive bargaining agent in all matters of wages, hours, and employment conditions in the application of the Agreement to employees in those classifications now listed and later added to the classifications set forth herein. Should existing classifications be reclassified without the addition of significant new or different duties, the Union shall continue to be recognized for those classifications. Should new classifications in the City classified service be created, the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth in Chapter 41.56 RCW shall apply.

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 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 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 2.6 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 2.7 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 2.8 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 2.9 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.

Shop Stewards Section 2.10 The Union shall furnish the Labor Relations with an up-to-date list of Union shop stewards and shall keep such list current. Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances, subject to the following conditions:

2.10.1 Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall give the supervisor an estimate of the time needed. If the time needed would require extended time away from work time, then it may be more appropriate for a paid union official to be involved in the investigation.

2.10.2 A shop steward shall be permitted to be present at investigatory meetings or meetings where formal disciplinary action will occur and a member has requested a shop steward's presence. If a shop steward is not available, the Union shall designate another representative to attend.

2.10.3 A manager need only deal with one Union representative (Business Agent or shop steward) at a time, unless either party requests otherwise. If additional participants are deemed necessary, the party requesting the additional participants shall notify the other party.

Section 2.11 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 2.12 – Bargaining Unit Jurisdiction The members covered by this agreement shall not be required to perform more than incidental work which properly comes under the jurisdiction of another bargaining unit and/or classification, unless properly compensated for such temporary work assignment.

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.

The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employee; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules or this labor agreement.

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 City will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its powers 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 have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 5 –SHOP STEWARDS

Section 5.1 – Shop Stewards The Union shall have the right to appoint shop stewards. The City Human Resources Department and the department where the Steward works shall be furnished with the names of stewards so appointed.

Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances, subject to the following conditions:

1. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall give the supervisor an estimate of the time needed. If the time needed would require extended time away from work time then it may be more appropriate for a paid union official to be involved in the investigation.
2. Shop Steward shall be permitted to be present at meetings where disciplinary action may occur and a member has requested a Shop Steward's presence. If a shop steward is not available, the Union and Management will work cooperatively to ensure representation is provided.

The Shop Steward, on entering a work location, shall inform the supervisor of his/her desire to talk to employee(s)/member(s) in matters relating to this Agreement. Permission to meet with the Shop Steward will be granted promptly to the employee(s)/member(s) involved unless such absence would cause an undue interruption of work. If the employee(s)/member(s) cannot be made available, the Shop Steward shall be immediately informed when the employee(s) will be made available.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established to discuss issues of mutual concern.

Section 6.1 The committee shall be composed of an equal number of representatives (four each) from the City and the Union. The City Manager and the Director of Public Utilities or their designees and the Business Manager shall appoint their respective members. Each party shall notify the other party of their representatives.

Section 6.2 The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications, responsible issue resolution and to discuss items of mutual concern.

Section 6.3 The Labor/Management Committee shall establish its own rules of procedures and shall meet quarterly or as required. Chair shall rotate with the union chairing the quarterly committee meetings during the first and third quarters and management chairing the second and fourth quarters. Additional meetings may be scheduled by mutual consent. Any meetings may be canceled by mutual consent. Whenever possible, the Chair shall distribute the agenda one week prior to the meeting. Items submitted by either party shall constitute the agenda.

ARTICLE 7 – NON-DISCRIMINATION^[HC1]

Section 7.1 Pursuant to RCW 41.56 there shall be no discrimination against union membership, union officers, or union activity.

Section 7.2 Neither the City nor the Union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws because of, but not limited to, race, color, national origin, religion, sex, age, marital status, sexual orientation or disability that does not prevent proper performance of the job. Union and Management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 7.3 There shall be no sexual harassment and/or other illegal harassment as provided in Personnel Management Policy 130 Anti-Discrimination and Anti-Harassment Policy Personnel Management Policy 135 Workplace Violence Prevention Program Policy, and State and Federal Law.

Section 7.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act and/or the Washington Law Against Discrimination which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

ARTICLE 8 – DISCIPLINE

Section 8.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.930, .940, .950, .951, and .955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

Section 8.2 The employee shall be entitled to have a Union representative present at any meeting that the Employer holds with the employee to discuss potential disciplinary action or when disciplinary action is issued.

Section 8.3 At the request of the employee or the Union, the Employer shall hold a pre-disciplinary hearing as soon as reasonably possible after the employee was notified in writing of the specific alleged violation that may result in a suspension, demotion, or termination. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

Section 8.4 The Employer shall make a copy of all documents in its possession and relevant to the alleged violation available to the employee and the Union representative five (5) days prior to the hearing if possible. Where this is not possible, the Employer and the Union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties.

Section 8.5 The Employer may place an employee on paid administrative leave pending a pre-disciplinary hearing, when deemed appropriate, pending a final decision as to the appropriate discipline after receiving the recommendation from the pre-disciplinary hearing.

Section 8.6 The employee and the employee's Union representative, shall have the right to inspect the contents of the personnel file maintained by the Employer as well as any files which were used as part of the disciplinary process.

Section 8.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The notification requirement shall be satisfied if the document is mailed to the employee's last known address. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee. An employee who waives this right shall acknowledge such in writing. Letters of reprimand and written and oral warnings- may be grieved only through Step 4 of the grievance process. However, at Step 4, these lower levels of discipline will be forwarded to the Human Resources Director, or their designee, in lieu of the City Manager/Utilities Director.

Section 8.8 A suspension, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of the agreement or submitted to Civil Service Board, if it falls under Civil Service Board jurisdiction. 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, the employee irrevocably waives the right to appeal through the Civil Service Board procedure.

Section 8.9 The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action. The Employer agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and will be subject to "Just Cause."

Section 8.10 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however the Employer's effort shall not be considered a required step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 8.11 All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties. In addition, if an employee is on an authorized leave of absence or on FMLA leave, the timeframe will be extended thirty (30) calendar days after their return to work.

ARTICLE 9 – GRIEVANCE PROCEDURE^[HC2]

Section 9.1 A Grievance must be submitted to the Department in writing within thirty (30) calendar days of the alleged violation.

Section 9.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. To this end, every effort will be made by both parties to resolve problems at the lowest level. Both parties shall work cooperatively to identify the appropriate party to respond to a grievance. Initially, the employee shall discuss the incident with the shop steward. Further contacts shall follow this procedure:

Step 1 The employee, or employee and/or shop steward (or Union Representative), are encouraged to meet with the immediate supervisor (written communication not required) in an attempt to resolve the issue. Such meeting shall take place as soon as possible.

Step 2 If the incident cannot be resolved at the first step, it shall be reduced to writing specifying the section or sections of the contract violated, relevant facts, and the proposed remedy and shall be presented to the section manager, with copies to the Union and Labor Relations within ten (10) working days of the decision rendered at Step 1. To be valid, the grievance must be submitted in writing within thirty (30) calendar days of the alleged violation by the grieving party. This step shall not preclude contacts at lower levels, if this may expedite the resolution process.

The appropriate manager shall, within ten (10) working days render a decision in writing to the employee and Union.

Step 3 If the employee is not satisfied with the Step 2 response, then within ten (10) working days of receipt of the appropriate section manager's answer, the grievance shall be forwarded to the Department/Division Head with copies to Labor Relations.

The Department/Division Head shall, within ten (10) working days render a decision in writing to the employee and Union.

Step 4 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the Department/Division Head's answer, the employee (or designated representative) will forward the grievance to either the Utilities Director/Director of Human Resources, or a respective designee for possible resolution.

The Utilities Director/Director of Human Resources, or a respective designee (after consultation with the Department/Division Head, Labor Relations, and the Union Business Manager) shall submit their answer in writing within ten (10) working days after personal receipt of the grievance.

Option Optional Grievance Mediation. If the parties are unable to resolve a grievance at the Step 4 level, upon mutual agreement of the City and the Union, 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 of the grievance in abeyance until the conclusion of mediation.

Step 5 Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Either party may give notice of 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. The decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation, and all other agreed to expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and the arbitrator's power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 9.3 The time limitations in this Article may be adjusted by mutual agreement, in writing between the Union and the Department/Division. Failure by the non-grieving party to comply with any of the 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 forgoing time limitations shall constitute resolution of the grievance.

ARTICLE 10 – SENIORITY AND VACANCIES

Section 10.1 Seniority is defined as the length of continuous service by an employee for the City of Tacoma. The length of continuous service by classification by Department/Divisions held shall establish seniority for temporary upgrades.

Section 10.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit that is in the next higher classification in the class series that receives a higher rate of pay. An employee upgraded by his/her supervisor shall be paid for the time worked in the higher class. An employee may be given a temporary appointment to a higher classification when he/she is assigned the duties of such classification.

Section 10.3 In the filling of temporary vacancies, the City need not upgrade an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, or adaptability for the job. Neither is the employer required to upgrade employees assigned to other sections, divisions, or departments.

Section 10.4 Vacancies of five (5) working days or less, and in instances of emergency and illness, may be filled to meet the City's immediate needs.

Section 10.5 In the event the department fills a vacancy that exceeds five (5) working days, such vacancy shall be filled from a layoff register or the existing Civil Service eligible list, providing the temporarily upgraded employee is in the same section, division or department. If

no eligible list exists, such vacancy shall be filled on a seniority basis in accordance with the provisions in Section 10.1, 10.2 and 10.3.

Section 10.6 The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Official Code of the City of Tacoma.

ARTICLE 11 – SELECTION OF PERSONNEL

Section 11.1 In selecting personnel for regular positions, the Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Official Code of the City of Tacoma.

Section 11.2 – Vacancy Announcements A standing transfer list will be established for all classifications represented by this Collective Bargaining Agreement. Transfer lists shall run concurrent with established civil service eligibility lists. Employees shall remain on the transfer list until such time as the eligibility list expires, the employee accepts transfer, or they request that their name be removed from the list.

ARTICLE 12 – SAFETY

All state and local laws governing the health and safety of employees shall be observed. 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 – WORK RULES

Section 13.1 – Working Rules Working rules, as agreed upon between the City and the Union, shall be established governing working conditions and requirements of each classification consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Official Code of the City of Tacoma.

Employees working for the City of Tacoma have various working conditions including: the wages, hours, and working conditions of the Collective Bargaining Agreement, Personnel Rules City of Tacoma, Personnel Management Policies of the City, Compensation Plan City of Tacoma, The Administrative Policies and Procedures of the Department of Public Utilities, Administrative Policies for General Government, Code of Ethics and the Tacoma Joint Labor Committee Agreement with the City.

Section 13.2 – Meal Periods An employee may be assigned to a thirty (30) or sixty (60) minute meal period which will be provided not less than three (3) nor more than five (5) hours after beginning work.

Section 13.3 – Rest Periods The standard City rest period shall be fifteen (15) minutes in length. Two rest periods shall be allowed per day for full-time employees and one (1) per day for part-time employees who work six (6) hours or less per day. One shall be scheduled in the mid-morning and one in the mid-afternoon.

Section 13.4 – Meal Allowance

- A. An employee working non-scheduled overtime at least two (2) hours before or beyond his/her regular shift and at six (6) hour intervals thereafter shall be eligible for a meal allowance of \$18.00 per meal. All meal allowances shall be paid through the City's payroll process.
- B. Employees will not be eligible for a meal allowance when working scheduled overtime unless the number of overtime hours worked exceeds the regularly scheduled total daily hours of work by two hours.
- C. Non-scheduled overtime is defined as overtime performed with less than twenty-four (24) hours advance notification.

Section 13.5 – Shifts & Scheduled Work Assignments/Hours

- A. A work schedule is the number of scheduled days an employee works in either a work week or over two work weeks, e.g., five (5) consecutive days, four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) shifts. A shift is the number of hours an employee works on a given work day. All shifts exclude a thirty (30) or sixty (60) minute meal period.
- B. The normal work week for full-time employees will consist of five (5) consecutive eight (8) hour days normally Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. When business necessity, as determined by management, requires, the hours shall be adjusted to fall between six (6) a.m. and six (6) p.m.
- C. Alternate work schedules may be agreed to by the employee and the appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) days. Absent continued mutual agreement between the employee and his/her immediate supervisor to continue an alternate work schedule, then the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act. Changes to current work schedules, shift changes and/or job assignments shall have two (2) week's advance notice unless an emergency requires otherwise.
- D. An employee may request an adjustment to a particular day's regularly scheduled shift including splitting the shift. When an adjustment is granted, the Employer shall not incur overtime liability until the number of hours worked on this adjusted shift exceeds the number of hours worked in the employee's regularly scheduled shift. Any adjustment to a shift shall be made up within the same work week the adjustment was granted.
- E. Compensatory time in lieu of cash payment for overtime worked may be authorized and/or used in accordance with the Tacoma Municipal Code 1.12.080. Compensatory time may only be earned with prior approval from the Department Director/TPU Division Head or their designee. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its

exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned.

Section 13.6 – Pursuant to PMP 325, Telecommuting Guidelines, upon request from the employee, with permission of the supervisor, subject to the approval of the Department Head or their designee, employees may be authorized to telecommute.

Section 13.7 – Overtime

- A. An employee required to perform work outside his/her regularly scheduled shifts, on the sixth day or holidays as set forth in Appendix B shall be compensated at one and one-half times (1-1/2) the straight time hourly rate and two (2) times the straight time hourly rate for all work performed on the seventh day. An employee called to perform overtime work shall be paid from the time he/she reports to work headquarters or at the job site, as the case may be.
- B. A minimum of two (2) hours overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports to work less than two (2) hours before the beginning of their regular shift or continues after their regular shift, unless a temporary shift adjustment (Section 13.5.D) has been requested by the employee and approved by the supervisor.
- C. At the employee's request and with Department/Division Head or their designee's approval, compensatory time may be substituted for cash payment at the appropriate overtime rate. All use of compensatory time shall be in compliance with the City Compensation Plan, Section 13.5 (E) above and Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned, commencing December 31, 2016.
- D. When working on an assigned job that runs into overtime immediately preceding or following the regular workday, the employee working on that task will be given first choice to complete that task during overtime. On jobs not finished by an individual on Friday night, the same individual shall be used if requested to work on that particular assignment on the immediate weekend.

If the overtime assignment requires additional employees to complete and/or is not considered a continuation of a task or assignment, management will assign overtime based on seniority as long as the employee is qualified.

Section 13.8 – Time Card Upgrades Time card upgrades will be approved when incumbents are assigned greater responsibilities than encompassed in their current classification.

Section 13.9 – Job Sharing Employees requesting to job share will be required to sign a job share agreement. Employees requesting to job share recognize that, unlike a part-time position, they may be required to fill in for the job share partner during absences.

Section 13.10 – Letters of Understanding Only those letters of understanding signed by the Union Business Manager or authorized representative, Human Resources Director and the City Manager and/or the Director of Utilities and appropriate and necessary Department or Division head(s), shall be considered in force and subject to the provisions of the agreement.

ARTICLE 14 – BENEFITS^[HC3]

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 or 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 14.1 – Personal Time Off Employees may enroll in the Personal Time Off (PTO) program on a voluntary basis during the City’s PTO open enrollment period. Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code.

Section 14.2 – Police Clerical Mandatory Holidays A total of three (3) mandatory holidays must be taken, they are: Independence Day, Thanksgiving Day and Christmas Day. All other City-recognized holidays shall be scheduled as may be mutually agreeable between the employee and supervisor. Holidays not used by the end of the calendar year are lost.

ARTICLE 15 – WAGE SCALES^[HC4]

Section 15.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Official Code of the City of Tacoma. Employees may request to have the Union present to advise on an overpayment of compensation. The Union will receive notification on all overcompensation instances.

Section 15.2 The wage scales found in Appendix A shall prevail for employees employed in the listed classifications in the Clerical Unit.

Section 15.3 Step Increase Withholding – Per TMC 1.12.030, step increases may be withheld by the City for unsatisfactory service. The City will provide feedback to employees as to the reason they are withholding a step increase. Following the withholding of a step increase the City will identify a date on which the employee will be reviewed for step increase consideration. Withholding of a step increase shall not affect the employee’s step anniversary date.

ARTICLE 16 – OUTSOURCING

The City shall retain all rights, power and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the workforce which specifically includes the right to determine whether and to what extent any work shall be performed by permanent employees. A minimum of ninety (90) days prior to outsourcing of bargaining unit work which results in a reduction of the workforce, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 17 – SAVINGS CLAUSE

Should any part hereof or any provision 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.

EXECUTED THIS _____ DAY OF _____, 2020.

City of Tacoma

Local 483, IBEW, Clerical Unit

City Manager

Business Manager

Director of Utilities

Senior Labor Relations Manager

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX A

Local 483, International Brotherhood of Electrical Workers Clerical Unit

Effective January 1, 2020, the 2019 classification rates of pay will be increased by 3.0%.

Code	Job Title	1	2	3	4	5
05080	Accountant	30.71	32.25	33.87	35.56	37.34
05140	Accountant, Senior	35.33	37.09	38.95	40.90	42.95
07370	Administrative Assistant	24.86	26.12	27.41	28.80	30.23
05040	Financial Assistant	24.86	26.12	27.41	28.80	30.23
00060	Office Assistant	21.63	22.71	23.85	25.05	26.29
11410	Public Disclosure Analyst	29.43	30.90	32.45	34.06	35.76
11400	Public Disclosure Specialist	26.48	27.81	29.20	30.65	32.19
05470	Retirement Specialist	24.86	26.12	27.41	28.80	30.23

Employees who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, and in the first pay period of each subsequent year of this contract, shall receive a lump sum payment in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation. This provision only applies to covered individuals who work for Tacoma Police Department.

Longevity Pay

All of the above classifications shall receive longevity pay as per Ordinance 20938 as follows:

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

APPENDIX B

LOCAL 483, IBEW, Clerical Unit

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2020-2021:

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.

Effective January 1, 2020 through December 31, 2020, Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance.

Effective January 1, 2021, 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.

Effective January 1, 2020, 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.

6.5 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:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

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

- 6.6.2** Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time
- 6.6.3** Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.
- 6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate
- 6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
- 6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.
- 6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

 - 6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
 - 6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.
 - 6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.
- 6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

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

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

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

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

- 6.9.1** In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.
- 6.9.2** For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.
- 6.9.3** Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any

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

- 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which 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)
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. Effective January 1, 2020, the meal allowance shall increase to \$18 per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

INDEX LETTERS OF UNDERSTANDING

1. PAF Schedules

Dated 8/25/2014

8-21-14

**Letter of Understanding
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483 Clerical Unit**

Subject: Public Assembly Facilities Schedules

The City of Tacoma and IBEW Local 483 Clerical Unit, hereby enter into this Letter of Understanding which shall be attached to the collective bargaining agreement and incorporated as though fully set forth.

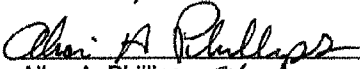
The Parties agree to the following:

In general, the work schedule for positions in classifications covered by this agreement, assigned to the Public Assembly Facilities (PAF) Department, will be between 8:00 a.m. and 5:00 p.m.; however, the following shall also apply and, where in conflict, supersedes Article 13:

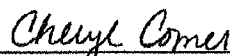
1. Based on operational need, PAF management may adjust an employee's regular work schedule, with two weeks' notice to the employee, to include evenings, nights, and/or weekends.
2. The temporarily adjusted shift will be considered the regular shift.
3. Employees will be scheduled for two consecutive days off. The days off may be consecutive within a workweek or consecutive but wrap between two workweeks.
4. An employee may request an adjustment to shift, subject to supervisory approval. Such adjustment to shift for regular hours would not qualify for overtime.
5. Time and a half overtime will be paid for all hours worked in excess of forty (40) hours in a defined workweek, and for hours worked more than one (1) hour before or beyond the regular shift. Hours worked more than one (1) hour before or beyond the regular shift count as daily overtime, but not pyramid to count towards overtime beyond forty (40) hours in a workweek. The City agrees not to cancel shifts arbitrarily to avoid overtime.
6. In the event the regular work schedule is adjusted with less than two weeks' notice to the employee, the first shift worked of the adjusted schedule will be paid at the time and a half overtime rate, provided that PAF management may change reporting hours of one (1) hour or less without penalty as provided in item 4 of this Letter of Understanding above.
7. Work performed on the 6th day, or Saturday equivalent, will be paid at time and the one half (1-1/2x) rate. Work performed on the 7th day, or Sunday equivalent, will be paid at the double time (2x) rate.
8. This Letter of Understanding may be opened by either party with sixty days' notice to the other party. Cancellation of this LOU will be by mutual agreement.

Agreed to this 25 day of August, 2014.

For IBEW, Local 483

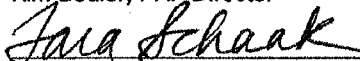

Alice A. Phillips 8/25/14
Business Manager

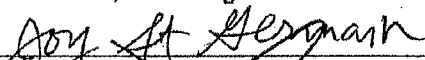
Approved as to form:

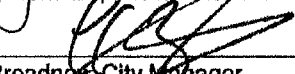
 9/5/14
Cheryl Corner, Deputy City Attorney

For City of Tacoma


Kim Bedler, PAF Director


Tara Schaak, Labor Negotiator


Joy St. Germain, Human Resources Director


T. C. Broadnax, City Manager