



RESOLUTION NO. U-11240

1 A RESOLUTION relating to a Collective Bargaining Agreement between the
2 International Brotherhood of Electrical Workers, Local 483, Supervisors'
Unit.

3 WHEREAS the International Brotherhood of Electrical Workers, Local
4 483, Supervisors' Unit ("IBEW") and the City of Tacoma, have negotiated a
5 tentative Collective Bargaining Agreement ("Agreement"), and
6

7 WHEREAS the Agreement covers approximately 10 full-time equivalent
8 positions, with 5 positions located within TPU, and

9 WHEREAS, the Agreement provides for a wage increase retroactive to
10 January 1, 2021, of 1 percent, through December 31, 2021, and
11

12 WHEREAS language is included for the classifications of Fire Electrician
13 Maintenance Supervisor (CSC 5271) and Traffic Field Operations Supervisor
14 (CSC 5276) only, that if the collective bargaining agreement with the IBEW,
15 Local 483, Tacoma Power Unit, provides for a greater general wage increase
16 than 1 percent for 2021, these classifications will receive an equivalent general
17 wage increase, effective April 1, 2021, to prevent possible compression issues
18 with the the employees they supervise that are covered by the Tacoma Power
19 Unit CBA, and
20

21 WHEREAS other changes to the Agreement include clarifying language
22 in Article 2 – Union Recognition and Dues Deductions, regarding the
23 employment status of City employees who are part of the Union, and may
24 desire to act as the Union Business Manager/Representative, and
25
26



1 WHEREAS in addition, changes are added to reflect legal requirements
2 based on the *Janus v. AFSCME Council 31* court case, and

3 WHEREAS other changes include updates to the language in Article 7 –
4 Non-Discrimination, and

5 WHEREAS changes are proposed to the agreement in Article 8 –
6 Grievance Procedure, to add language regarding an optional grievance
7 mediation step to the procedure.
8

9 WHEREAS it now appears in the best interest of the City that the
10 proposed Agreement negotiated by said Union and the City be approved; Now,
11 therefore,

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

13 That said proposed Collective Bargaining Agreement between the City of
14 Tacoma and the International Brotherhood of Electrical Workers
15 Local 483, Supervisors' Unit, is approved and the Council of the City of Tacoma
16 is requested to concur in the approval and pass an implementing pay and
17 compensation ordinance, and authorize the proper officers of the City to
18 execute and implement the said Agreement substantially in the form on file in
19 the Office of the Clerk of the Board, to be approved by the City Attorney, by its
20
21
22
23
24
25
26



terms to remain in full force and effect retroactive to January 1, 2020 through
1 December 31, 2021.

2 Approved as to form:

3 _____
4 /s/
Chief Deputy City Attorney

Chair

Secretary

5 _____
6 Clerk

Adopted

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



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: February 24, 2021
DATE: February 12, 2021

SUMMARY:

A resolution recommending adoption of a Collective Bargaining Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Supervisors' Unit, effective January 1, 2021 through December 31, 2021.

BACKGROUND:

The resolution recommends adoption of a Collective Bargaining Agreement as negotiated with the International Brotherhood of Electrical Workers (IBEW), Local 483, Supervisors' Unit. The Collective Bargaining Agreement is scheduled for consideration by the City Council as a resolution on March 9, 2021.

The agreement is for one year, and covers approximately 10 budgeted, full-time equivalent positions, with 5 positions located within Tacoma Public Utilities. It provides for a general wage increase of 1 percent, retroactive to January 1, 2021. Language is included for the classifications of Fire Electrician Maintenance Supervisor (CSC 5271) and Traffic Field Operations Supervisor (CSC 5276) only, if the collective bargaining agreement with the IBEW, Local 483, Tacoma Power Unit, provides for a greater general wage increase than 1 percent for 2021, these classifications will receive an equivalent general wage increase, effective April 1, 2021, to prevent possible compression issues with the employees they supervise that are covered by the Tacoma Power Unit CBA.

Other changes to the agreement include clarifying language in Article 2 – Union Recognition and Dues Deductions, 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 changes to reflect legal requirements based on the *Janus v. AFSCME Council 31* court case; updates to the language in Article 7 - Non-Discrimination; and changes in Article 8 – Grievance Procedure, to add language regarding an optional grievance mediation step to the procedure..

ATTACHMENTS:

Collective Bargaining Agreement
Fiscal Impact Memorandum from the Budget Officer

CONTACT:

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



To: Elizabeth Pauli, City Manager

From: Reid Bennion, Acting Budget Officer

Date: February 9, 2021

Subject: Financial Impact of International Brotherhood of Electrical Workers (IBEW) Local 483 Supervisors for 2021

Overview

The following provides an estimate fiscal impact of the tentative bargaining agreement between the City of Tacoma and the IBEW Local 483 Supervisors bargaining unit effective from January 1, 2021 to and including December 31, 2021.

Financial Impact

Effective January 1, 2021, base wage rates will be increased by one percent (1%).

Fund/Department	FTE	2021 Negotiated Incremental Expense
General Fund	0.8	\$1,300
General Fund Supported	1.0	1,600
All Other General Government	0.2	300
Environmental Services	3.0	3,600
Tacoma Public Utilities	5.0	6,000
Total	10.0	\$12,800

Funding for 2021

The cost of the negotiated wage increase is included in the Adopted 2021-2022 budget.

CC: Dylan Carlson, Senior Labor Relations Manager
Jen Watts, Labor Analyst
Karen Short, Senior Human Resource Analyst
Hayley Falk, Lead Management Analyst

2021

AGREEMENT

**BY AND BETWEEN
THE**

CITY OF TACOMA

AND

**LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

SUPERVISORS' BARGAINING UNIT

TABLE OF CONTENTS

2021

LOCAL 483 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS SUPERVISORS' BARGAINING UNIT

PREAMBLE.....	2
ARTICLE 1 - TERM OF AGREEMENT	2
ARTICLE 2 - UNION RECOGNITION AND DUES DEDUCTION	3
ARTICLE 3 - MANAGEMENT RIGHTS.....	4
ARTICLE 4 - STRIKES AND LOCKOUTS	5
ARTICLE 5 - SUPERVISOR RESPONSIBILITIES	5
ARTICLE 6 - WORK RULES	5
ARTICLE 7 - NON DISCRIMINATION	7
ARTICLE 8 - GRIEVANCE PROCEDURE	8
ARTICLE 9 – DISCIPLINE.....	9
ARTICLE 10 - SELECTION OF PERSONNEL	10
ARTICLE 11 – SENIORITY	10
ARTICLE 12 - BENEFITS.....	10
ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE	11
ARTICLE 14 – TRAINING AND DEVELOPMENT	11
ARTICLE 15 – OUTSOURCING	11
ARTICLE 16 - WAGE SCALES	11
ARTICLE 17 - SAVING CLAUSE	11
APPENDIX A.....	13
APPENDIX B.....	14
INDEX MEMORANDUMS OF UNDERSTANDING & ADDENDUM.....	23

2021

COLLECTIVE BARGAINING AGREEMENT
Between
THE CITY OF TACOMA
and
LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SUPERVISORS' BARGAINING 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 Local No. 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union", 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 performance of municipal functions. 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 which is in violation of federal or state law, City Charter 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, 2021, to and including December 31, 2021; provided, however, that this Agreement shall be subject to such change or modification during the term of agreement as may be mutually agreed upon by the parties hereto. Should either party desire to modify this Agreement after the expiration date of December 31, 2021, notice of such desire shall be given 90 days in advance of December 31, 2021.

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 Article 6.

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 of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types.

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 employees; (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 nor will employees participate in a strike, work stoppage, or slowdown, and the City will not engage in a lockout during the term of this Agreement because of any proposed change in this Agreement or of any dispute over matters related to 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.

A supervisor violating this section shall be subject to discipline, up to and including termination.

ARTICLE 5 - SUPERVISOR RESPONSIBILITIES

The Union and the City recognize that all employees covered by this Agreement have authority, in the interest of the City, to transfer, suspend, lay off, recall, promote, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. Employees covered by this Agreement will endeavor to carry out these responsibilities to the best of their ability without respect to Union affiliation. When performing such supervisory duties the Union will not fine or in any way discipline such supervisory employee.

ARTICLE 6 - WORK RULES

Section 6.1 Work 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.

Section 6.2 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.

Section 6.3 Fire Electrician Maintenance Supervisor (CSC 5271) or Traffic Field Operations Supervisor (CSC 5276)

- A. Fire Electrician Maintenance Supervisor or Traffic Field Operations Supervisor assigned to work in emergency situations outside the normal work hours shall be compensated at time and one-half of their regular rate of pay for all hours worked when responding to the work site or headquarters. An employee will receive a minimum of one hour or actual time worked if it exceeds one hour at the time and one-half of their regular rate of pay for emergency calls received at their residence, which do not require the employee to respond.
- B. Fire Electrician Maintenance Supervisor or Traffic Field Operations Supervisor shall receive \$3.00 per hour when assigned by their supervisor, in writing, to emergency

response stand-by responsibilities. When assigned to stand-by the employee must remain fully capable of responding within 30 minutes of notification of an emergency.

- C. For the classifications of Fire Electrical Maintenance Supervisor and Traffic Field Operations Supervisor, meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. and midnight for dinner. When working unscheduled hours after the normal shift or when called out to work at night, Saturdays, Sundays, or holidays, at the above times, the City shall provide a meal allowance of eighteen dollars (\$18.00) for each meal period worked within the above guidelines. An employee working into the lunch period, Monday through Friday is not eligible for an allowance.

Section 6.4 Customer Accounts Supervisors (CSC 0041)

- A. Customer Accounts Supervisors are salaried Class D employees under Section 1.12.080 of the Tacoma Municipal Code and are not be eligible for overtime compensation or compensatory time off. Customer Accounts Supervisors' work schedules are expected to be between the hours of 7 a.m. to 6:15 p.m., Monday through Friday.
- B. Vacation. Customer Accounts Supervisors shall have the right to bid vacations based on seniority as defined in Section 12.1. Seniority within classification shall prevail for selection of vacation leave.
- C. Customer Accounts Supervisors shall be provided a minimum of two (2) weeks' notice prior to implementation of any shift change.

Section 6.5 Biosolids Supervisor (CSC 5097)

- A. This classification is overtime category A (time and a half compensation for overtime).
- B. Hours of Work – The regular workweek shall consist of forty (40) hours of work within the workweek, scheduled between the hours of 7:00 a.m. and 5:00 p.m., inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute duty free unpaid lunch period. Management may adjust an employee's regular work schedule with two (2) weeks' notice.
- C. Footwear – Biosolids Supervisors who have passed probation shall receive a \$250.00 footwear allowance for the purchase of approved substantial leather safety footwear for use on the job. Employees shall wear these safety boots at all times when in an industrial area. Descriptions of approved footwear are available from the supervisor or safety officer. These allowances shall be paid in the first pay period of each year or when probation is successfully completed.
- D. Clothing – Employees in the Biosolids Supervisor classification will be provided seven (7) TAGRO shirts per year. Laundry services will not be provided. Upon agreement between the employer and Union other logowear may be substituted for shirts.
- E. Meal Allowance – meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. and midnight for dinner. When working unscheduled hours after the normal shift or when called out to work at night, Saturdays, Sundays, or holidays, at the above times, the City shall provide a meal allowance of eighteen dollars (\$18.00) for each meal period worked within the above guidelines. An employee working into the lunch period, Monday through Friday is not eligible for an allowance.
- F. Overtime – An employee required to perform work outside their regularly scheduled shifts, on the sixth day or holidays 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.
- G. The City shall pay the testing fee for employees who take and complete the Master Gardener Certification and the Washington Organic Recycling Compost Certification. Any Biosolids Supervisor who receives the following certification(s) shall receive certification pay as follows:
 - i. Master Gardener Certification 2.5%
 - ii. Washington Organic Recycling Compost Certification 2.5%

Section 6.6 Solid Waste Collection Supervisor (CSC 5017)

- A. This classification is overtime category A (time and a half compensation for overtime).
- B. Hours of Work—Schedules may consist of eight (8) consecutive hours for five (5) shifts, ten (10) consecutive hours for four (4) shifts, or eighty (80) hours worked in nine (9) shifts, excluding the meal period or any other mutually agreed to flexible schedule. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act.
- C. Footwear—Solid Waste Collection Supervisors shall receive an annual allowance of \$300. Appropriate footwear purchased by employees must meet the criteria set forth by the City Safety Officer and the requirements of an employee's assigned duties as determined by management. The City will continue to provide Personal Protective Equipment as required by applicable safety codes such as hard hats and safety vests, but not including footwear. In those instances, where the City decides to provide additional gear it does not establish a past practice or expectation of additional allowance.

Section 6.7 Compensatory Time – For those employees who are eligible, 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 General Government 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.

ARTICLE 7 - NON DISCRIMINATION

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

Section 7.2 Neither the City nor the Union shall discriminate against any employees covered by this agreement in a manner which would violate any applicable laws including 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 It is mutually agreed that there shall be no unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130..

Section 7.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans with Disabilities Act and 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 - GRIEVANCE PROCEDURE

Section 8.1 A grievance is defined as an alleged violation of a specific item within an Article of this Agreement submitted in writing by the grieving party to the other party within thirty (30) calendar days of the alleged violation. The grievance shall state, in detail, section or sections of the contract alleged to have been violated and a proposed remedy.

Section 8.2 Grievances filed by the City shall be filed under Section 8.5 and will be submitted to the Business Manager. If the grievance is unresolved at this step the City has the right to proceed to arbitration as specified in Section 8.7.

Section 8.3 Minor grievances shall be considered and may be settled at the lowest possible level. The Business Representative shall represent the Union. The immediate supervisor/manager involved shall represent the City. Copies of all grievances shall be sent to Labor Relations.

Section 8.4 Grievances not settled under Section 8.3 above shall be referred to the Division/Department Head for possible solution within ten (10) working days of receipt of the supervisor's response.

Section 8.5 Grievances not resolved under Section 8.2, 8.3 or 8.4 will be referred to the Director of Public Utilities/City Manager for possible solution within ten (10) working days of the Division/Department Head's response. The Director of Public Utilities/City Manager, or their designee, shall submit their answer in writing within fifteen (15) working days after personal receipt of grievance.

Section 8.6 Within fifteen (15) working days after receiving an answer or decision, the grieving party shall inform the other party in writing of its decision to proceed with or withdraw the grievance. Failure to comply with the fifteen (15) working days' limit shall constitute resolution of the grievance. Any time frame may be extended by mutual agreement.

Section 8.7 Optional Grievance Mediation. Optional Grievance Mediation. If the parties are unable to resolve a grievance at this point in the grievance process and 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.

Section 8.8 Grievances not resolved under the above sections 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 sections 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 is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. In the event that 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 attorneys' fees incurred in the court action to the extent such recovery is permitted under RCW 49.48.030. 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.

ARTICLE 9 – DISCIPLINE

Section 9.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

Section 9.2 The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 9.3 The Employer agrees to provide a copy of documented discipline to the Union.

Section 9.4 At the request of the employee, the Employer shall hold a pre-disciplinary (Loudermill) hearing as soon as possible from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present their side of the issue. Oral warnings/reprimands, written warnings/reprimands, Notice of Performance Concerns or any other actions that do not result in the loss of regular wages are not subject to the pre-disciplinary (Loudermill) hearing process.

Section 9.5 No later than five (5) working days prior to the pre-disciplinary (Loudermill) hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in their possession.

Section 9.6 The Employer may place an employee on paid administrative leave, when appropriate, pending the decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 9.7 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 9.8 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and offered a copy. The employee shall be asked 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. Letters of reprimand shall not be subject to the grievance procedure, except as provided for in 9.10.

Section 9.9 A suspension of more than five (5) days, 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 Rules. Should the employee elect to use the Civil Service Board procedure to appeal a discipline action, the employee would waive the right to appeal through the grievance procedure. Civil Service Board jurisdiction may be found in TMC 1.24.950.

Section 9.10 The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said letters shall state, in writing to the employee and the Union, the reason(s) for such action. A letter of reprimand may be grieved (one time) if used to support the next step in progressive discipline.

Section 9.11 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 9.12 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 10 - SELECTION OF PERSONNEL

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

ARTICLE 11 – SENIORITY

Section 11.1 For the purposes of this agreement, including temporary assignments, seniority is defined as the length of continuous service by classification.

Section 11.2 The above provision shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Official Code of the City of Tacoma.

ARTICLE 12 - BENEFITS

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, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the Joint Labor Agreement.

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

Section 12.1 Benefits shall be as provided for in Section 1.12 of the Tacoma Municipal Code and the Joint Labor Agreement. An employee's election to participate in the Personal Time Off plan pursuant 1.24.248 TMC is irrevocable.

Section 12.2 Personal Time Off Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees on a voluntary basis may enroll in the PTO program. Enrollment shall be on a strictly voluntary basis during the City's PTO, open enrollment period.

ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE

The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement.

A team made up of both Union and Management representatives shall convene a meeting to discuss any anticipated job announcement for positions covered in this bargaining unit. The Union will be notified of any changes to class specifications/job descriptions.

ARTICLE 14 – TRAINING AND DEVELOPMENT

Section 14.1 A professional development plan specifically designed to meet the needs of the Customer Account Supervisors (CAS) positions may be developed to identify skill requirements.

ARTICLE 15 – OUTSOURCING

The City shall retain all rights, powers, 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 work force, 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 work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 16 - WAGE SCALES

Section 16.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code. 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 16.2 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A attached hereto and incorporated herein by this reference.

ARTICLE 17 - SAVING CLAUSE

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.

EXECUTED THIS _____ DAY OF _____, 2021.

City of Tacoma

**Local 483, IBEW, Human Resources
Bargaining Unit**

City Manager

Business Manager

Senior Labor Relations Manager

Finance Director

Approved as to form:

Deputy City Attorney

Attest:

City Clerk

APPENDIX A

Wages:

The parties agree to salary increases as outlined below for all classifications covered by this Collective Bargaining Agreement.

Jan 1, 2021 – 1%

“Me too” If, during the term of this Agreement, all non-represented classifications at the City of Tacoma receive a same-year across-the-board general wage increase in excess of the general wage increase provided to classifications covered by this Agreement, or another City of Tacoma bargaining unit signs a new collective bargaining agreement after the ratification of this Agreement which provides for a same-year across-the-board general wage increase to all classifications in excess of the general wage increase provided to classifications covered by this Agreement, then the classifications covered by this Agreement will receive an equivalent across-the-board general wage increase.

This provision shall not apply to customary within-range step increases, targeted market-based wage adjustments for specific classifications, adjustments to elected officials' salaries, public safety bargaining units eligible for interest arbitration, Tacoma Rail bargaining units governed by the Railway Labor Act, or adjustments to salaries of the Utilities Director or City Manager. Additionally, this provision shall not apply to the Local 483 Tacoma Power bargaining unit except that the classifications of Fire Electrician Maintenance Supervisor (CSC 5271) and Traffic Field Operations Supervisor (CSC 5276) will receive an across-the-board general wage increase equivalent to the Local 483 Tacoma Power bargaining unit, should it exceed the increase provided by this Agreement. This Section will expire independently from the Collective Bargaining Agreement on December 31, 2021.

Wages effective January 1, 2021

Code	A	Job Title	1	2	3	4	5
50970		Biosolids Supervisor	39.30	41.26	43.32	45.49	47.76
00410		Customer Accounts Supervisor	38.18	40.09	42.09	44.19	46.40
52710		Fire Electrical Maintenance Supervisor	55.60	58.38	61.30	64.37	67.59
50170		Solid Waste Collection Supervisor	48.48	50.90			
52760		Traffic Field Operations Supervisor	55.60	58.38	61.30	64.37	67.59

The above classifications shall receive longevity pay as per Ordinance #20938 as follows:

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

APPENDIX B

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 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 their 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 their 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 MEMORANDUMS OF UNDERSTANDING & Addendum

- | | | |
|----|--|--------------|
| 1. | VEBA Participation Agreement | Dated 3/1/03 |
| 2. | Fire Electrical Maintenance Supervisor | Dated 1/1/05 |

**Memorandum of Understanding
between
City of Tacoma
And
International Brotherhood of Electrical Workers
Supervisor's Bargaining Unit**

VEBA PARTICIPATION AGREEMENT

The City of Tacoma and Local 483, International Brotherhood of Electrical Workers, agree that the bargaining unit members represented as part of the Local 483 Supervisor's Bargaining Unit, International Brotherhood of Electrical Workers 2003-2005 Collective Bargaining Agreement, are eligible to participate in the VEBA program provided for in Section 1.12.229 of the Tacoma Municipal Code, as amended.

Subject to City Council approval, Section 1.12.229 will be revised to read:

- A. For any employee who meets the following criteria the City shall deposit into a VEBA Account a sum equivalent to:
1. 25 percent of sick leave accruals or
 2. 100 percent of Personal Time Off accruals if provided for in a collective bargaining agreement.

For this bargaining unit, the City shall deposit into a VEBA Account a sum equivalent to 100 percent of the Personal Time Off accruals of employees who meet the criteria set forth in 1.12.229.

Additionally, either Party to this Agreement shall be able to cancel this Agreement with thirty (30) days written notice to the other Party of its intent.

The parties acknowledge the benefit of a positive working relationship and therefore enter into this Memorandum of Understanding. It is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union. This Memorandum of Understanding will expire with the adoption of a successor collective bargaining agreement.

The effective date of this Agreement is March 1, 2003.

Original signed by:

For Local 483, I.B.E.W.:

<u>Rick E. Hite</u>	<u>4/14/2003</u>
<u>Business Manager</u>	<u>Date</u>

For the City of Tacoma:

<u>Phil Knudsen</u>	<u>4/22/2003</u>
<u>Human Resources Director</u>	<u>Date</u>

<u>Ray E. Corpuz, Jr.</u>	<u>4/25/2003</u>
<u>City Manager</u>	<u>Date</u>

**Letter of Understanding
between
City of Tacoma, Fire Department
and
Local 483, International Brotherhood of Electrical Workers
Supervisors' Unit**

**Subject: Fire Electrical Maintenance Supervisor
Original Date - January 1, 2005**

It is acknowledged by Local 483, International Brotherhood of Electrical Workers, Supervisors' Unit (the Union), that the Tacoma Fire Department (TFD) is facing unprecedented challenges due to recent constraints in their operating budget. In recognition of the need to find ways to meet the specific business needs of the Fire Department Fire Electrical Maintenance Section in a manner that accomplishes the need for monetary constraint while still providing the highest level of productivity, the Union and the City of Tacoma (City), through its agent TFD, agree to the following interim workplace changes.

Background: TFD has had the goal of adding staff to the Fire Electrical Maintenance Section to allow it to better serve its customers and has attempted to reach this goal for several years. At one time this work section had a support staff of four employees and a Fire Electrical Maintenance Supervisor. Today this work section is comprised of three employees and their supervisor. This staffing level has resulted in lower levels of production when staff must work alone, and it could potentially impact the long-term reliability of this vital fire communication system. However, due to budget constraints, not only is it impossible for TFD to add an additional fire maintenance electrician in the near future, but also the unit would be further negatively impacted without the solution reached by the Agreement.

Agreement: *In order to recognize the needs of the Department and to ensure the highest level of system reliability and work assignment productivity, the Union recognizes the ability of TFD to assign the Fire Electrical Maintenance Supervisor to field-related duties for a maximum of three days a week. The new duties to be performed by the Fire Electrical Maintenance Supervisor are duties normally performed exclusively by the classification of Fire Maintenance Electrician. The Union also recognizes that TFD will assign some of the normal duties previously performed by the Fire Electrical Maintenance Supervisor to personnel in other areas of TFD as deemed necessary. During this interim period of field assignment, the Fire Electrical Maintenance Supervisor will continue to receive his regular Fire Electrical Maintenance Supervisor level of compensation and benefits. The City and the Union will review this interim assignment/agreement no later than January 1, 2006, to determine if continuation of this agreement is necessary.*

Ratification: All acts consistent with this Agreement and consistent with the prior oral agreement of the parties are hereby ratified.

Termination: This Letter of Understanding will remain in effect until terminated by mutual agreement between the Union and the City, or unilaterally by either the Union or the City with a written 30-day notice.

Original signed by:

Eileen F. Lewis 1/25/2005
Fire Chief Date

Alice A. Phillips 2/7/2005
Business Manager, Local 483, IBEW Date

Woodrow Jones 2/11/2005
Human Resources Director Date