



RESOLUTION NO. U-11138

1 A RESOLUTION related to the purchase of materials, supplies, equipment
2 and the furnishing of services; authorizing the City officials to enter into
3 contracts and, where specified, waive competitive bidding requirements,
4 authorize sale of surplus property, or increase or extend existing
agreements.

5 WHEREAS the City of Tacoma, Department of Public Utilities, requested
6 bids/proposals for the purchase of certain materials, supplies, equipment and/or
7 the furnishing of certain services, or proposes to purchase off an agreement
8 previously competitively bid and entered into by another governmental entity, or
9 for the sales of surplus, or desires to increase and/or extend an existing
10 agreement, all as explained by the attached Exhibit "A," which by this reference
11 is incorporated herein, and
12

13 WHEREAS in response thereto, bids/proposals (or prices from another
14 governmental agreement) were received, all as evidenced by Exhibit "A," and
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting
17 division have heretofore made their recommendations, which may include
18 waiver of the formal competitive bid process because it was not practicable to
19 follow said process, or because the purchase is from a single source, or there is
20 an emergency that requires such waiver, and/or waiver of minor deviations, and
21 in the case of sale of surplus, a declaration of surplus has been made certifying
22 that said items are no longer essential for continued effective utility service, as
23 explained in Exhibit "A," and
24
25
26



1 WHEREAS the Director requests authorization, pursuant to
2 TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve
3 term extensions and renewals for all items contained in Exhibit "A;" Now,
4 therefore,

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

6 That the Public Utility Board of the City of Tacoma hereby concurs and
7 approves the recommendations of the Board of Contracts and Awards and/or
8 the requesting division, and approves, as appropriate: (1) the purchase and/or
9 furnishing of those materials, supplies, equipment or services recommended for
10 acceptance; (2) the sale of surplus materials, supplies or equipment
11 recommended for acceptance; (3) the Interlocal agreement that authorizes
12 purchase off another governmental entity's contract; (4) the increase and/or
13 extension of an existing agreement, and said matters may include waiver of the
14 formal competitive bid process and/or waiver of minor deviations, all as set forth
15 on Exhibit "A," and authorizes the execution, delivery and implementation of
16 appropriate notices, contracts and documents by the proper officers of the City
17 for said transactions, and (5) the administrative authority of the Director, per
18 TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve
19 term extensions and contract renewals for all items in Exhibit "A."

22 Approved as to form:

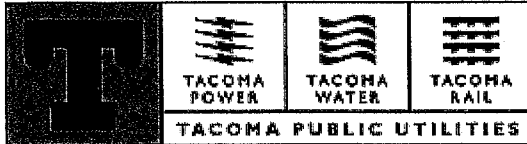
23 
24 _____
25 Chief Deputy City Attorney

Chair

Secretary

26 _____
Clerk

Adopted



RESOLUTION NO.: U-11138

ITEM NO.: 1

MEETING DATE: FEBRUARY 12, 2020

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent, Tenzin Gyaltsen, UTS Section Manager;
and Tony Landrith, UTS Assistant Section Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Increase Contract for Utility Technology Portfolio Project Management
Temporary Staffing Services on Mission Critical Projects
Specification No.PS17-0136F, Contract No. 4600012724
DATE: January 27, 2020

RECOMMENDATION SUMMARY:

Tacoma Power, Utility Technology Services (UTS) requests approval to increase contract 4600012724, to **Morris & Willner Partners, Inc. (MW Partners), Santa Ana, CA**, by \$5,211,992.00, plus any applicable taxes, for IT project management temporary staffing services to assist with the implementation and replacement of technology solutions for mission-critical projects and organizational initiatives. This increase will bring the contract to a cumulative total of \$10,111,418.00, plus any applicable taxes.

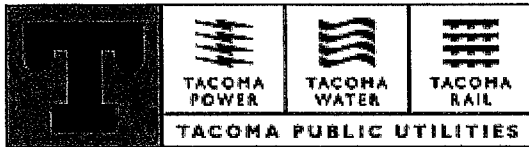
BACKGROUND:

ISSUE: Projects often represent temporary bodies of work that ebb and flow based upon a number of business factors. As a body of work, the factors in a portfolio of work can change frequently – causing an unpredictable demand on resources.

Professional staffing services are a component of a well-rounded resource strategy to help ensure program, portfolio and project initiatives are positioned to achieve their identified success measures and to provide flexibility in filling resource gaps. As a component of a resourcing strategy, augmented staffing is an effective technique to address short-term resource constraints – avoiding FTE resource commitments where long-term workload demand may not exist.

In 2016, Tacoma Public Utilities (TPU) Utility Technology Services (UTS) took strides toward adding professional staffing services as a component of their resource strategy – developing an RFP, selecting vendors and proposing corresponding contracts. The original bench contracts were approved by the Public Utility Board in 2017, in order to support TPU UTS specific technology portfolio and projects.

During the 2017/2018 and into the 2019/2020 biennium, TPU has been able to accomplish foundational projects and has begun work efforts aimed at transformational and strategic initiatives that drive efficiencies and operational excellence across the organization. The efforts required to progress to this future state demands a diverse sets of skills that are critical in project and program delivery.



Over the past 32 months, the Utility has recognized the value of staff augmentation and has expanded the use of the bench contracts beyond the technology portfolio. The further adoption of this mitigation alternative has grown the scope and use of these bench contracts beyond the original intent.

Currently, contracted resources are assigned to in-flight projects and are needed in order to assist in completing on-going projects for the current 2019/2020 biennium as well as mitigate short-term operational staffing needs. Additional funding is needed to ensure the continuity of active projects, provide new resourcing as identified and complement the support of operations.

The staffing strategy helps to manage risks and resources, ensure a quality work product, deliver project value and assist in backfilling short-term operational resource constraints. TPU's technology portfolio's resource demand has grown by 125% over previous estimates in project due to schedule delays and the addition of previously unplanned projects added to the 2019/2020 technology project portfolio, addition of the Energy Imbalance Market program as well as expanded use of the contracts to other areas of TPU and General Government. The requested increase to the contract is attributable to the below identified projects, portfolio and operational initiatives throughout TPU and General Government along with estimated impact:

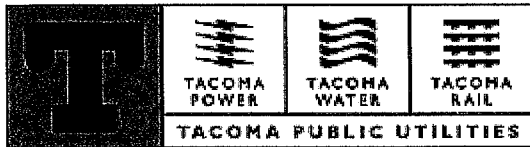
- Workforce Connect (Mobile) Replacement: \$612,528.00
- 2019/2020 UTS Technology Project Portfolio (5 additional projects): \$1,294,400.00
- Energy Imbalance Market program: \$263,120.00
- Expanded use outside of the UTS, PMO: \$3,041,944.00
 - Analytics assistance
 - Cybersecurity assistance
 - ESRI assistance
 - Systems administration
 - Technical documentation
 - Facilities project management and coordination
 - IT consulting and development

ALTERNATIVES:

Alternative 1: No augmented staffing

This method would remove existing contracted staff augmentation to identified projects, programs, operational initiatives and supporting elements to the UTS Project Management Office. This approach would require shifting existing resources to focus solely on project/programs with the highest strategic values. Simply stated, based on current resource projections – there is not enough resource bandwidth to support the portfolio.

Impact: This alternative significantly reduces both the number of projects that can be concurrently supported and delivered – thereby negatively impacting the ability to deliver on strategic projects and identified value to the organization. Further, it removes supporting project roles that assist in improving quality to project deliverables, benefits and outcomes.



Recommendation: This alternative is strongly discouraged, as it has high potential to create numerous unnecessary project/program delays and risks.

Alternative 2: Full Time Employees only

Using this approach, new Full Time Employees (FTE) positions would be created and subsequently filled to support the ongoing projects/programs. These positions would ultimately fill the current identified capacity gaps filled by augmented staffing. While this approach would address the short-term project demand, it would add long-term personnel costs to TPU. This could ultimately result in the potential of unnecessary staffing furloughs after the portfolio of work has been delivered.

Impact: This approach does not enable the PMO to quickly mobilize additional resources to address unplanned initiatives and unfunded mandates. This approach could provide effective staffing levels to the portfolio of work, and may not negatively impact the ability to achieve project benefits. However, there is a longer-term commitment to staffing levels and ongoing costs with this approach.

Recommendation: This alternative is discouraged due to the unnecessary long-term employment commitments to address near-term resource capacity demands.

Alternative 3: Staff Augmentation + Projects of Limited Duration

Key supporting roles would continue to be staff augmented through professional services. This approach addresses the short-term resource demands of the portfolio without requiring a long-term commitment to ongoing personnel costs. In addition, TPU will request authorization to establish Special Projects of Limited Duration where appropriate to designate internal/external SMEs to be fully committed to project assignments.

This approach would allow staffing flexibility and a likely overall reduction of labor costs in executing the body of work.

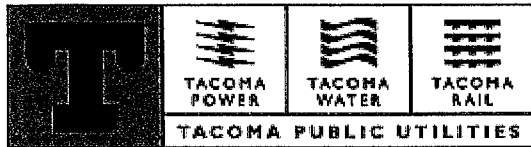
Impact: Reduction to overall costs of professional services and temporary increase to budgeted labor. This approach would provide effective staffing levels to the portfolio of work, and does not negatively impact the ability to achieve project benefits.

Recommendation: This approach, alongside Special Projects of Limited Duration for identified key resources – ***is the recommended staffing approach*** to accomplishing the identified work and providing value. The funding increase request, as described, assumes this alternative.

COMPETITIVE SOLICITATION:

The original contract was awarded to MW Partners as a result of a Request for Proposals Specification No. PS17-0136F.

CONTRACT HISTORY:



Resolution U-10930, approved by the Public Utility Board in May 2017, authorized a three-year contract with MW Partners, in the amount of \$1,900,000 for IT project management temporary staffing services to support the following projects:

- Energy Management System (EMS) Upgrade
- Workforce Connect (Mobile) Replacement
- Data Analytics Implementation
- Outage Communications Implementation
- ESRI GIS Data Replication
- Drawing Management Solution Implementation
- Paybox Replacement
- Wide Area Network (WAN) Modernization
- Land Mobile Radio (LMR) Replacement

Amendment No 1 to the contract approved by Public Utility Board via Resolution U-11022 on August 9, 2018 authorized an extension of performance from June 25, 2020 through February 28, 2022 and an increase in the amount of \$2,999,436.00 for a total contract equaling \$4,899,426.00.

Amendment No 2 to the contract executed October 25, 2018 authorized expansion of the scope of Categories 3 and 7 and further expanded and updated the rate tables in Exhibit C. There was no change to the contract value or term.

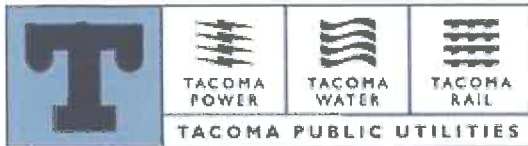
SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Fund 4700 - Power			\$4,393,094.00
Fund 4600 - Water			\$238,379.00
Fund 1060-STMT – PWS Street Maintenance			\$19,374.00
Fund 4300 – ESD Wastewater			\$71,309.00
Fund 4200 – ESD Solid Waste			\$47,497.00
Fund 4301 – ESD Surface Water Utility			\$47,497.00
Fund 4500 – Rail			\$78,968.00
Fund 5800 – Information Systems			\$315,874.00
TOTAL			\$5,211,992.00

* General Fund: Include Department



REVENUES: N/A

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 5,211,992.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

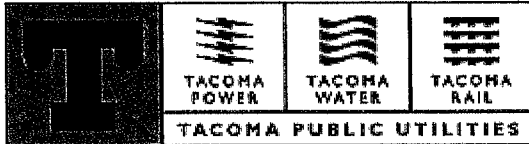
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Chris Robinson, Power Superintendent

APPROVED:

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Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11138

ITEM NO.: 2

MEETING DATE: FEBRUARY 12, 2020

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent, Tenzin Gyaltsen, UTS Section Manager;
and Tony Landrith, UTS Assistant Section Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Increase Contract for Utility Technology Portfolio Project Management
Temporary Staffing Services Contract on Mission Critical Projects
Specification No. PS17-0136F, Contract No. 4600012719
DATE: January 27, 2020

RECOMMENDATION SUMMARY:

Tacoma Power, Utility Technology Services (UTS) requests approval to increase contract 4600012719, to **KRE Consulting, LLC, Pasadena, CA**, by \$2,440,444.00, plus any applicable taxes for IT project management temporary staffing services to assist with the implementation and replacement of technology solutions for mission-critical projects. This increase will bring the contract to a cumulative total of \$5,324,724.00, plus any applicable taxes.

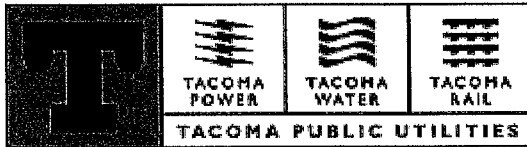
BACKGROUND:

ISSUE: Projects often represent temporary bodies of work that ebb and flow based upon a number of business factors. As a body of work, the factors in a portfolio of work can change frequently – causing an unpredictable demand on resources.

Professional staffing services are a component of a well-rounded resource strategy to help ensure program, portfolio and project initiatives are positioned to achieve their identified success measures and to provide flexibility in filling resource gaps. As a component of a resourcing strategy, augmented staffing is an effective technique to address short-term resource constraints – avoiding FTE resource commitments where long-term workload demand may not exist.

In 2016, Tacoma Public Utilities (TPU) Utility Technology Services (UTS) took strides toward adding professional staffing services as a component of their resource strategy – developing an RFP, selecting vendors and proposing corresponding contracts. The original bench contracts were approved by the Public Utility Board in 2017, in order to support TPU UTS specific technology portfolio and projects.

During the 2017/2018 and into the 2019/2020 biennium, TPU has been able to accomplish foundational projects and has begun work efforts aimed at transformational and strategic initiatives that drive efficiencies and operational excellence across the organization. The efforts required to progress to this future state demands a diverse sets of skills that are critical in project and program delivery.



Over the past 32 months, the Utility has recognized the value of staff augmentation and has expanded the use of the bench contracts beyond the technology portfolio. The further adoption of this mitigation alternative has grown the scope and use of these bench contracts beyond the original intent.

Currently, contracted resources are assigned to in-flight projects and programs and are needed in order to assist in completing on-going projects for the current 2019/2020 biennium as well as mitigate short-term operational staffing needs. Additional funding is needed to ensure the continuity of active projects and programs, provide resourcing as identified and complement the support of operations.

The staffing strategy helps to manage risks and resources, ensure a quality work product, deliver project value and assist in backfilling short-term operational resource constraints. TPU's technology portfolio's resource demand has grown by 125% over previous estimates in project and programs due to additional initiatives such as the Energy Imbalance Market program, transformational initiatives as a result of Advanced Metering as well as the addition of previously unplanned projects and schedule delays within the 2019/2020 technology project portfolio. The requested increase to the contract is attributable to the below identified projects, programs and portfolio along with estimated impact:

- Advanced Metering Infrastructure Program: \$127,000.00
- Energy Imbalance Market Program: \$589,560.00
- Workforce Connect (Mobile) Replacement: \$1,470,884.00
- 2019/2020 UTS Technology Project Portfolio (5 additional projects): \$253,000.00

ALTERNATIVES:

Alternative 1: No augmented staffing

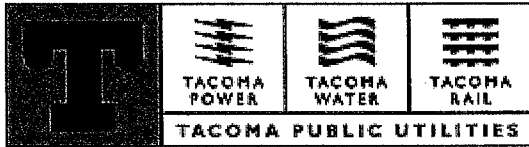
This method would remove existing contracted staff augmentation to identified projects, programs, operational initiatives and supporting elements to the UTS Project Management Office. This approach would require shifting existing resources to focus solely on project/programs with the highest strategic values. Simply stated, based on current resource projections – there is not enough resource bandwidth to support the portfolio.

Impact: This alternative significantly reduces both the number of projects that can be concurrently supported and delivered – thereby negatively impacting the ability to deliver on strategic projects and identified value to the organization. Further, it removes supporting project roles that assist in improving quality to project deliverables, benefits and outcomes.

Recommendation: This alternative is strongly discouraged, as it has high potential to create numerous unnecessary project/program delays and risks.

Alternative 2: Full Time Employees only

Using this approach, new Full Time Employees (FTE) positions would be created and subsequently filled to support the ongoing projects/programs. These positions would ultimately fill the current identified capacity gaps filled by augmented staffing. While this approach would



address the short-term project demand, it would add long-term personnel costs to TPU. This could ultimately result in the potential of unnecessary staffing furloughs after the portfolio of work has been delivered.

Impact: This approach does not enable the PMO to quickly mobilize additional resources to address unplanned initiatives and unfunded mandates. This approach could provide effective staffing levels to the portfolio of work, and may not negatively impact the ability to achieve project benefits. However, there is a longer-term commitment to staffing levels and ongoing costs with this approach.

Recommendation: This alternative is discouraged due to the unnecessary long-term employment commitments to address near-term resource capacity demands.

Alternative 3: Staff Augmentation + Projects of Limited Duration

Key supporting roles would continue to be staff augmented through professional services. This approach addresses the short-term resource demands of the portfolio without requiring a long-term commitment to ongoing personnel costs. In addition, TPU will request authorization to establish Special Projects of Limited Duration where appropriate to designate internal/external SMEs to be fully committed to project assignments.

This approach would allow staffing flexibility and a likely overall reduction of labor costs in executing the body of work.

Impact: Reduction to overall costs of professional services and temporary increase to budgeted labor. This approach would provide effective staffing levels to the portfolio of work, and does not negatively impact the ability to achieve project benefits.

Recommendation: This approach, alongside Special Projects of Limited Duration for identified key resources – ***is the recommended staffing approach*** to accomplishing the identified work and providing value. The funding increase request, as described, assumes this alternative.

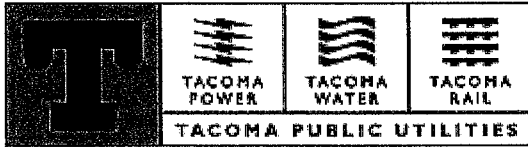
COMPETITIVE SOLICITATION:

The original contract was awarded to KRE Consulting, LLC as a result of a Request for Proposals Specification No. PS17-0136F.

CONTRACT HISTORY:

Resolution U-10930, approved by the Public Utility Board in May 2017, authorized a three-year contract with KRE Consulting, LLC, in the amount of \$1,100,000 for IT project management temporary staffing services to support the following projects:

- Energy Management System (EMS) Upgrade
- Workforce Connect (Mobile) Replacement
- Data Analytics Implementation
- Outage Communications Implementation



- ESRI GIS Data Replication
- Drawing Management Solution Implementation
- Paybox Replacement
- Wide Area Network (WAN) Modernization
- Land Mobile Radio (LMR) Replacement

Amendment No 1 to the contract executed September 14, 2017 authorized expansion of the scope of Category 10 and further expanded and updated the rate tables in Exhibit C. There was no change to the contract value or term.

Amendment No 2 to the contract executed November 16, 2017 authorized the addition of new Category 12 "Payment Card Industry Services" and to provide additional specific details for work to be performed under the new Category 12. There was no change to the contract value or term.

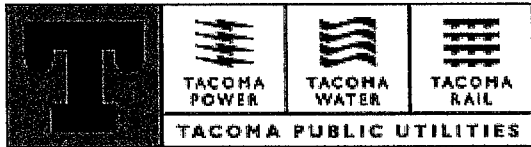
Amendment 3 to the contract executed July 2018 authorized expansion of the scope of Category 10, modification of the description of Category 10 services and further expanded and updated the rate tables in Exhibit C. There was no change to the contract value or term.

Amendment 4 to the contract approved by Public Utility Board via Resolution U-11022 on August 13, 2018 authorized an extension of performance from June 13, 2020 through February 28, 2022 and an increase in the amount of \$1,784,280.00 for a total contract equaling \$2,884,280.00.

Amendment 5 to the contract executed April 10, 2019 authorized expansion of the scope of Categories 3 and 7 and further expanded and updated the rate tables in Exhibit C. There was no change to the contract value or term.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:



EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Fund 4700 - Power			\$1,803,044.00
Fund 4600 - Water			\$ 421,309.00
Fund 1060-STMT – PWS Street Maintenance			\$30,616.00
Fund 4300 – ESD Wastewater			\$60,700.00
Fund 4200 – ESD Solid Waste			\$58,837.00
Fund 4301 – ESD Surface Water Utility			\$58,837.00
Fund 4500 – Rail			\$7,099.00
TOTAL			\$2,440,444.00

* General Fund: Include Department

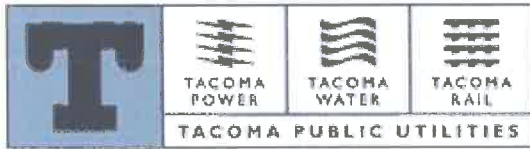
REVENUES: N/A

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 2,440,444.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.



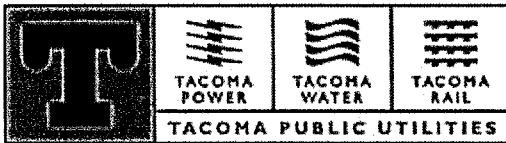
A handwritten signature in blue ink, appearing to read 'Chris Robinson', is positioned above the name.

Chris Robinson, Power Superintendent

APPROVED:

A handwritten signature in blue ink, appearing to read 'Jackie Flowers', is positioned above the name.

Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11138
ITEM NO.: 3
MEETING DATE: FEBRUARY 12, 2020

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO, Tacoma Power
Clay Norris, Power Management Section Manager

COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Seth Hartz, Finance/Purchasing

SUBJECT: Energy Imbalance Market (EIM) Program Management Services
Direct Negotiation, SR2193329947 / CW2233915 - February 12, 2020

DATE: February 05, 2020

RECOMMENDATION SUMMARY:

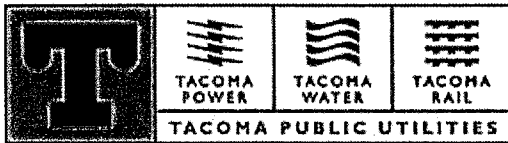
The Power Management Section of Tacoma Power requests a waiver of competitive procurement procedures and recommends that a contract be awarded to Toba Consulting, LLC, Camas, WA for Energy Imbalance Market program management, in the amount of \$975,000, plus any applicable taxes.

BACKGROUND:

Tacoma Power relies on wholesale sales of surplus power and energy to keep retail rates affordable. In recent years, the wholesale market has been undergoing significant changes, with most utilities in the West shifting their short term purchases away from bilateral (party to party) transactions toward a centralized market operated by the California Independent System Operator (CAISO), called the Energy Imbalance Market (EIM). In 2019, Power Management conducted a thorough analysis of the costs, benefits, and risks of joining the EIM and recommended joining. Benefits were reduced risk of losing value in the wholesale market due to fewer potential buyers, improved ability to integrate renewable energy, modernizing the wholesale trading platform, and an expected long-term net financial gain.

Participation in the EIM requires extensive and sophisticated metering, communication systems, and computer software and is a significant business practice change from the traditional bilateral market participation. As such, a Program Manager is needed to orchestrate concurrent paths of work to ready the organization for the transition, which is scheduled for April, 2022.

ISSUE: Tacoma Power was able to recruit an outstanding Program Manager into a new Assistant Power Section Manager I position in October, 2019 and is making great progress toward the April, 2022 deadline. However, for personal reasons, Behzad Hosseini, the Program Manager is unable to continue as a full time employee and indicated an intent to resign. We were able to negotiate a mutually beneficial agreement to contract for the Program Manager services at a cost to Tacoma Power that is less than the fully loaded rate of the full time employee.



ALTERNATIVES: EIM Program Managers with direct experience integrating utility systems into the CAISO operated market are in high demand. Alternatives identified were to recruit and hire a new full time employee or to enter into a contract for such services. Either approach would have slowed momentum and likely caused a delay in the transition date, which might have significant costs and/or lost revenues .

COMPETITIVE ANALYSIS:

This contract allows Tacoma Power to maintain momentum toward a successful integration into the EIM without additional costs, while alternatives would have increased costs and risks significantly.

CONTRACT HISTORY: New Contract.

SBE/LEAP COMPLIANCE: Not Applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 POWER	80000465	5310100	\$975,000
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 975,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities



City of Tacoma

Date: January 9, 2020

To: Jackie Flowers, Director of Utilities/CEO

From: Chris Robinson 
Power superintendent/COO

Subject: Authorization of Direct Negotiation for Professional Services and Personal Services over \$25,000

For your review and recommendation.

In accordance with TMC 1.06.256 (B), Power/Power Management requests a waiver of the competitive solicitation process and authorization to directly negotiate with **Toba Consulting, LLC, Camas, WA**, for EIM implementation program management services, for an amount of \$975,000, plus applicable sales tax.

Direct negotiation approval constitutes a waiver of further competitive solicitation for amendments to the subject contract provided that any such amendment(s) shall be signed by personnel as authorized in the Delegation of Procurement Signature and Approval Authority memorandum. Contract totals shall not exceed \$200,000 without City Council or Public Utility Board approval as appropriate.

EXPLANATION: The purpose of this project is to provide program management expertise to enable the successful implementation of Tacoma Power's participation in the Western Energy Imbalance Market (EIM). This is a one-time, but three-year project.

JUSTIFICATION FOR DIRECT NEGOTIATION:

1. Explain why it's in the best interest of the city to waive the competitive solicitation process.

There is a very limited pool of individuals with direct experience leading a utility's implementation of a program to participate in the Energy Imbalance Market. Tacoma Power's implementation is underway and waiving the competitive solicitation process allows the utility to retain momentum and reduces the likelihood of missing the 2022 targeted "go live" date. Missing that date puts millions of dollars of wholesale revenue at risk.

2. Is this purchase based on a previous competitive solicitation conducted by the City or other agency? If yes, provide the contract information, specification number, etc., and explain the relationship of this request to the previous contract.

No.

3. Describe the screening efforts made to identify potential service providers.

Tacoma Power management considered hiring a full-time employee, hiring a project employee, or hiring a contractor to fill the program manager function. Ultimately, management recruited for a full-time employee to create the widest possible pool of candidates. The posting generated a number of qualified candidates, four were selected for



City of Tacoma

face-to-face interviews and Behzad Hosseini was selected. Behzad was instrumental in leading Portland General Electric's successful implementation and is imminently qualified to serve as the Program Manager for Tacoma Power. Behzad started in October, 2019 as an employee and has been successfully coordinating the utility's efforts to implement EIM. By December, Behzad had learned that his fiancé would not be able to retain her job and work from Tacoma as he had expected, and the new information made it financially untenable for him to remain as a Tacoma Power employee. He indicated his intention to resign as soon as Tacoma Power could make other arrangements but offered an alternative to continue providing Program Manager services as a consultant, which would provide him financial and tax advantages.

4. Describe the efforts made to assure that the City is receiving the lowest or best price possible.

The terms negotiated with Toba Consulting, LLC, are substantially less than the standard rates for similar consulting firms with this expertise and are less than the fully loaded labor rate for an Assistant Power Section Manager I, the full time position created for the role.

FUNDING: Funds for this purchase are available in the Fund Name = Power and Fund Number = 4700.

SBE COMPLIANCE: The Department/Division has checked the [City of Tacoma Small Business Enterprise \(SBE\) website](#) for opportunities to contract with SBE firms on July 8, 2015. The recommended vendor is not a registered SBE.

PROJECT COORDINATOR: Clay Norris, Power Management, 253-502-8234.



RESOLUTION NO. U-11139

A RESOLUTION relating to Tacoma Water; approving a Letter of Agreement ("LOA") between the City and the International Brotherhood of Electrical Workers, Local 483, Water Division Unit ("IBEW").

WHEREAS the City of Tacoma, Department of Utilities, Water Division (d.b.a. "Tacoma Water"), and IBEW have proposed a LOA in regards to the accretion of the classification of Water Supply Supervisor, and

WHEREAS the LOA establishes a one-step pay rate at \$47.80 per hour, effective January 1, 2020, with future wage increases governed by the 2019 - 2021 Collective Bargaining Agreement, and

WHEREAS the current incumbent shall receive a wage increase retroactive to January 1, 2020, of 3 percent, and will be eligible to receive longevity pay; and after the wage increase has been applied, the incumbent's wage rate shall be frozen until such time as the established wage for the classification exceeds the frozen rate, and

WHEREAS the classification of Water Supply Supervisor will also be added to the list as eligible for reimbursement costs for the Water Distribution Manager certification, and

WHEREAS it is in the best interests of the City that the proposed LOA negotiated by the Union and the City be approved; Now, therefore,

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

That the LOA between the City and the IBEW is approved, all actions taken by Tacoma Water in the approval and execution of the LOA are ratified, and the City Council is requested to concur in the approval, and authorize the



1 proper officers of the City to execute the LOA substantially in the form on file
2 with the Clerk of the Board and as approved by the City Attorney.

3 Approved as to form:

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5 Chief Deputy City Attorney

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7 Clerk

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Chair

Secretary

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: February 12, 2020
DATE: January 31, 2020

SUMMARY:

A resolution recommending adoption of a Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Water Division Unit, regarding accretion of the classification of Water Supply Supervisor into the bargaining unit.

BACKGROUND:

The resolution recommends adoption of a Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers (IBEW), Local 483, Water Unit. The Letter of Agreement is scheduled to be considered by the City Council as a resolution on February 18, 2020.

The Letter of Agreement provides for the accretion of the classification of Water Supply Supervisor into the International Brotherhood of Electrical Workers, Local 483, Water Unit. It establishes a one-step pay rate at \$47.80 per hour effective January 1, 2020. Future wage increases shall be governed by the 2019-2021 Collective Bargaining Agreement between the parties.

The current incumbent, shall receive a wage increase retroactive to January 1, 2020, of 3 percent, and will be eligible to receive longevity pay. After the wage increase has been applied, the incumbent's wage rate shall be frozen until such time as the established wage for the classification exceeds the frozen rate.

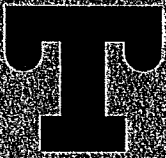
The classification of Water Supply Supervisor will also be added to the list as eligible for reimbursement costs for the Water Distribution Manager certification.

ATTACHMENTS:

Letter of Agreement
Fiscal Impact Memorandum as provided by the Management Services Office

CONTACT:

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



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager
From: Jim Sant, Deputy Director for Administration, Management Services
Date: January 30, 2020
Subject: Fiscal Impact of the International Brotherhood of Electrical Workers (IBEW), Local 483 – Water Unit – LOA accretion of the Water Supply Supervisor classification into 483 Water

Background:

A Tentative Agreement between the City of Tacoma and Local 483 has been reached for a Letter of Agreement regarding the accretion of the Water Supply Supervisor classification into the 483 Water Division bargaining unit.

- Effective January 1, 2020 wages for the Water Supply Supervisor classification will be in a one-step pay scale as indicated in the following table.

Code	Title	Percent of Journey	2019 Rate
5068	Water Supply Supervisor		46.41 [HC1]

- Effective January 1, 2020 the Water Supply Supervisor classification will be increased to \$47.80 in parity with other Water Supervisor classifications. Effective January 1, 2021 the classification will be increased by an additional two and one half percent (2.5%), in accordance with the 2019-2021 Water Division CBA.
- The only incumbent in the Water Supply Supervisor classification, shall receive a three percent (3%) wage increase and receive longevity effective January 1, 2020. After the three percent wage increase is applied, their wage rate shall be frozen until such time as they established classification wage rate exceeds their frozen rate. The incumbent will be eligible for additional longevity steps when and if applicable.

Financial Impact:

Year	2020	2021
Increase due to frozen wages	\$8,362	\$5,348

The wage adjustments for 2020 are included in the 2019-2020 Adopted Biennial Budget.

Concur:

Jackie Flowers, Director of Utilities, CEO



LETTER OF AGREEMENT

between

IBEW, Local 483

And

City of Tacoma

Water Division, Department of Public Utilities

Accretion of the Water Supply Supervisor Classification

The City of Tacoma and International Brotherhood of Electrical Workers, Local 483 (Union) hereby enter into this Letter of Agreement (LOA) which shall be attached to the collective bargaining agreement and incorporated as though fully set forth.

Employees in the classification of Water Supply Supervisor selected IBEW Local 483 as their exclusive bargaining representative for purposes of collective bargaining. This was certified by the Public Employment Relations Commission (PERC) on July 25, 2019.

It is hereby agreed that this classification is recognized and incorporated into and covered by the terms and conditions of the IBEW Local 483 Water Division collective bargaining agreement (CBA). Further the parties agree to the following:

1. The Union Recognition clause, Article 2, Section 2.2 shall be updated to as follows:

Section 2.2 Union Recognition. The Union shall be the exclusive bargaining agent in all matters of wages, hours, and working conditions in the application of the Agreement to ~~the classifications in the Department now listed and later added to the classifications in Appendix A~~ for all employees in classifications in the water division bargaining unit working at the City of Tacoma, **Including:** water treatment plant supervisor, water control station operator, water meter repair worker, water meter repair worker lead, water plant maintenance worker, water pumps & storage supervisor, water quality specialist, water service mechanic, water service supervisor, water service worker, water treatment plant operator, water utility worker, watershed inspector, and water supply supervisor. **Excluding:** confidential employees and all other employees.

2. As of January 1, 2020, wages for the Water Supply Supervisor classification will be in a one-step pay scale in parity with the Water Treatment Plant Supervisor, Water Service Supervisor and Water Pumps and Storage Superior classifications covered by the CBA, as indicated in the following table. Future wage increases shall be governed by the 2019 – 2021 Water Division CBA.

<u>Code</u>	<u>Title</u>	<u>Percent of Journey</u>	<u>2020 Rate</u>
5068	Water Supply Supervisor		47.80

3. Jeffery Thomas, the only incumbent in the Water Supply Supervisor classifications, shall receive a three percent (3%) wage increase and shall receive longevity effective January 1, 2020. After the three percent (3%) wage increase is applied, Jeffery Thomas's wage rate shall be frozen until such time as the established classification wage rate exceeds their frozen rate. Jeffery Thomas will be eligible for additional longevity steps when and if applicable.

4. Article 13, Section 13.13 shall be updated as follows:

Section 13.13 Water Works Certification. Employees in positions with mandatory Washington State Water Works Operator Certification Requirements, as described in Chapter 246-292 WAC, will be reimbursed by the Department for fees charged by the State of Washington – Department of Health for the required certifications. Employees in the following classifications are eligible: Water Control Station Operator, Water Treatment Plant Operator, Water Treatment Plant Supervisor, and Water Quality Specialist. In addition to these mandatory certifications, employees in the Water Quality Specialist classification are eligible for reimbursement costs for the Backflow Assembly Tester certification, and employees in the Water Service Supervisor, Water Supply Supervisor, classification are eligible for reimbursement costs for the Water Distribution Manager certification.

With prior approval by the manager or designee, employees shall be reimbursed for the costs of maintaining a non-mandatory certification in circumstances in addition to those described above where the certification is related to the employee's job duties and of value to the Department.

All other terms and conditions of the Local 483 Water Division CBA shall apply to the Water Supply Supervisor classification.

EXECUTED THIS _____ DAY OF _____, 2020.

City of Tacoma

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

Elizabeth Pauli
City Manager

Alice Phillips
Business Manager

Jackie Flowers
Director of Public Utilities

Dylan Carlson
Sr. Labor Relations Manager

Andy Cherullo
Finance Director

Approved as to form:

Deputy City Attorney



RESOLUTION NO. U-11140

1 A RESOLUTION relating to employment; authorizing the execution of the
2 2020 Collective Bargaining Agreement between the City and the
3 International Brotherhood of Electrical Workers, Local 483, Click! Unit.

4 WHEREAS, for years, the City has 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, Click! Unit ("Union"), and representatives of the
9 administration of the City have engaged in collective bargaining and have
10 reached an agreement on the 2020 Collective Bargaining Agreement
11 ("Agreement") relating to wages, hours, and working conditions, and

12 WHEREAS the proposed Agreement covers approximately 21 FTE
13 budgeted full-time equivalent positions within Tacoma Public Utilities, and

14 WHEREAS the proposed Agreement is for one year, and provides for
15 a wage increase of 3 percent for four classifications within the bargaining unit:

- 16 • 5517 Network Operations Center Technician
- 17 • 5518 Telecommunications Technician 1
- 18 • 5511 Sales and Service Representative
- 19 • 5512 Sales and Service Representative Lead, and

20 WHEREAS pursuant to the Click! Business Transaction Agreement
21 authorized by City Council Resolution 40468, adopted on November 5, 2019,
22 it is expected that tTacoma Power will cease to be the operator of the Click!
23 Network during the calendar year 2020, and at such time, if the number of
24 employees working in classifications represented by the Union is fewer than
25
26



1
2 two employees, and expected to remain at fewer than two employees, the
3 parties will mutually petition PERC to dissolve the bargaining unit, and

4 WHEREAS it now appears in the best interest of the City that the
5 proposed Agreement negotiated by said Union and the City be approved;

6 Now, therefore,

7 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:
8

9 That said proposed Collective Bargaining Agreement between the City
10 of Tacoma and the International Brotherhood of Electrical Workers Local 483,
11 Click! Unit, is approved and the Council of the City of Tacoma is requested to
12 concur in the approval and pass an implementing pay and compensation
13 ordinance to remain in full force for 2020, and authorize the proper officers of
14 the City to execute and implement the said Agreement substantially in the
15 form on file in the Office of the Clerk of the Board, and as approved by the
16 City Attorney.
17

18 Approved as to form:

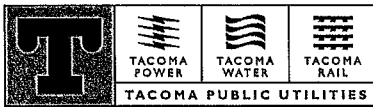
Chair _____

19
20 
for Chief Deputy City Attorney _____

Secretary _____

21
22 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: February 12, 2020
DATE: January 31, 2020

SUMMARY:

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

BACKGROUND:

The resolution will authorize the adoption of the proposed 2020 collective bargaining agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Click! Unit. The agreement covers approximately 21 budgeted full time equivalent (FTE) positions within Tacoma Public Utilities. The agreement is scheduled to be considered by the City Council as a resolution on February 18, 2020.

The agreement is for one year, and provides for a wage increase of 3 percent for four classifications in the bargaining unit: 5517 Network Operations Center Technician, 5518 Telecommunications Technician 1, 5511 Sales and Service Representative, and 5512 Sales and Service Representative, Lead.

Pursuant to Resolution 40468, adopted November 5, 2019, the Tacoma City Council has authorized execution of the Click! Business Transaction Agreement. It is expected that the City of Tacoma will cease to be the operator of the Click! Network during the calendar year 2020. The City and the Union agree that if at any time the number of employees working in classifications represented by the Union is fewer than two employees, and expected to remain at fewer than two employees, the parties will mutually petition PERC to dissolve the bargaining unit.

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

CONTACT:

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



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager
From: Jim Sant, Deputy Director for Administration, Management Services
Date: January 30, 2020
Subject: Fiscal Impact of IBEW 483 Click! Network Unit Wage Increase for 2020

Background:

A Tentative Agreement between the City of Tacoma and Local 483 Click! bargaining unit has been reached for a successor collective bargaining agreement for the year 2020.

Effective January 1, 2020 the 2019 wage rates for the following classifications will increase by 3%:

5517 Network Operations Center Technician
5518 Telecommunications Technician 1
5511 Sales and Service Representative
5512 Sales and Service Representative Lead

Financial Impact:

Department	Budgeted FTEs	Incremental Increase
Tacoma Public Utilities	21	\$47,156

Summary:

These wage adjustments are included in the 2019-2020 Adopted Biennial Budget.

Concur:

Jackie Flowers, Director of Utilities, CEO

2020

AGREEMENT
By and Between
the

CITY OF TACOMA

and

LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

CLICK! NETWORK

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2020

LOCAL 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CLICK! NETWORK

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**Between
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
Click! Network
and
LOCAL UNION #483
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS**

PREAMBLE

For the purposes of maintaining cordial relations between the Department of Public Utilities of the City of Tacoma, hereinafter designated as the "Department", the party of the first part, and Local Union 483, the International Brotherhood of Electrical Workers, hereinafter designated as the "Union", the party of the second part, the parties hereto do hereby enter into, establish and agree to the following conditions of employment.

The Department and the Union have a common and sympathetic interest in the telecommunication industry. Therefore, a working system and harmonious relations are essential to the relationship between the Department, 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 Department and the Union. To these ends this Agreement is made.

The Department shall not be required to take any action under this Agreement that is in violation of federal or state law, or the ordinances of the City of Tacoma.

The Union agrees that its members, who are employees of the Department, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time and resources, and that they will use their influence and their best efforts to protect the property of the Department and its interests and to prevent loss of tools and materials, and they will cooperate with the Department in promoting and advancing the welfare of the Department and the service at all times.

ARTICLE 1 – TERM OF AGREEMENT

Section 1.1 This Agreement shall remain in full force and effect from January 1, 2020, up 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 sixty (60) days in advance of that date. In the event such notice of termination is given, both parties shall exchange any proposed amendments or additions in writing no less than forty-five (45) days in advance of the termination date. It is understood that neither party will be precluded from negotiating new or additional issues which may arise during the life of this contract. It shall further be provided that this Agreement shall be subject to such changes and modifications during its term as may be mutually agreed by the parties hereto.

The City shall pay up to one (1) employee per classification at their regular rate of pay to serve on the Union negotiating committee for meetings spent in formal negotiations between the City and the Union, where meetings are held during regularly scheduled work time. The City shall not incur any overtime liability as a result of employee participation on a negotiating committee. Participants will provide their supervisor with adequate notice when they will be attending formal negotiations.

Section 1.2 Only those letters of understanding attached at the end of this agreement or those signed during the term of this agreement shall be considered in force and subject to the provisions of the agreement. Only those letters of understanding signed by the Union Business Manager or authorized representative, Department/Division head, Human Resources Director and the City Manager/Director of Utilities will be valid.

ARTICLE 2 – UNION RECOGNITION

Section 2.1 – Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Appendix A.

The parties mutually agree that, consistent with WAC 391-35-330, a bargaining unit cannot be considered appropriate if it includes only one employee. If at any time during this Agreement the number of employees working in classifications represented by the Union is fewer than two employees and is expected to remain at fewer than two employees, the parties will mutually petition PERC to dissolve the bargaining unit.

Section 2.2 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union (or who, in lieu thereof, pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of the Agreement) on the effective date of this Agreement shall remain members or shall continue to pay said service charge. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union, or in lieu thereof pay an amount equal to the regular initiation fee and each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the

periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.4 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed between the I.B.E.W. Local 483 and the Director of Utilities. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

Section 2.5 The Union agrees that the City shall not terminate the employment of any employee under the union security clause provision of the Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge, or provide proof of an alternative payment based on religious tenets as provided herein above. The parties also agree, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. The Union further agrees that in the event the City undertakes to terminate an employee's tenure pursuant to the Union Security provision contained herein, then the Union undertakes to indemnify and hold the City harmless should such an employee file a claim together with all costs assessed therein, including attorney fees, if any.

Section 2.6 – Leave for Business Manager The Employer 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 to be locally engaged in the business of the Union.

Section 2.7 The Department will furnish the Union a copy of the pay status of Local 483 members upon request. 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 2.8 – Business Agent Visit The Business Manager or Business Representative of the Union may, after notifying the City official in charge, visit the work location of the 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 City.

Section 2.9 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 his/her membership in the union.

Section 2.10 The parties recognize that certain provisions of Article 2 are unenforceable as a result of the *Janus v AFSCME* US Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 2.

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 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 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.

It shall not be considered a violation of Section 4.01 herein above; if employees covered by this Agreement refuse to cross a picket line where physical health or safety may be jeopardized by doing so.

ARTICLE 5 – DEFINITIONS

Section 5.1 – Shift Worker An employee working in a work unit that operates 24 hours per day, 7 days per week.

Section 5.2 – Shift Refers to the workday.

Section 5.3 – Schedule Refers to the workweek.

ARTICLE 6 – UNION STEWARDS

The Business Manager shall have the right to appoint a steward to any work area where workers are employed under the terms of this Agreement. The steward shall see that the provisions of this Agreement are observed and he/she shall, upon request to the Department, be allowed reasonable time to perform these duties during regular working hours without loss of pay. The Department shall be furnished with the names of stewards so appointed. Under no circumstances shall the Department dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 7 – LABOR/MANAGEMENT COMMITTEE

Section 7.1 A Labor/Management Committee shall be composed of no more than three (3) bargaining unit employees from any one classification designated by the union business representative, and a reasonable number of management representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

Section 7.2 The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications, responsible issue resolution and to discuss items of mutual concern.

Section 7.3 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. Subjects for discussion of Labor-Management meetings during the term of this Agreement shall be as agreed to by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to the Union and Management in a timely and efficient manner.

Section 7.4 The Labor/Management Committee may establish subcommittees to discuss specific issues, as the Labor/Management Committee deems appropriate.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative, 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 manager 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 and/or shop steward shall meet with the immediate supervisor stating the alleged violation (written communication not required). Such meeting shall take place as soon as possible, but in no case longer than ten (10) working days of notification of the incident.

The immediate supervisor shall advise the shop steward of the proposed resolution within five (5) working days of this meeting.

Step 2 If the incident cannot be resolved at the first step, it shall be reduced to writing specifying section or sections of the contract violated, relevant facts, and the proposed remedy and shall be presented to the appropriate manager within ten (10) working days of the decision rendered at Step 1. To be valid, the grievance must be submitted in writing within thirty calendar (30) 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 response, then within ten (10) working days of receipt of the appropriate manager's answer, the grievance shall be forwarded to the Department/Division Head.

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 the Power Superintendent for possible resolution. The Power Superintendent (after consultation with the Department/Division Head, the Human Resources Director and Union Business Manager) shall submit his/her answer in writing within ten (10) working days after personal receipt of the grievance.

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 intent 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, and 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 8.2 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 foregoing time limitations shall constitute resolution of the grievance.

ARTICLE 9 – DISCIPLINE

Section 9.1 Project and Permanent 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 of the City of Tacoma. The discipline will be based on the severity of 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 Any written disciplinary document provided to an employee will be copied to the Union within two (2) working days.

Section 9.4 At the request of the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days 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 his/her side of the issue. Oral Warnings/Reprimands, Written Warnings/Reprimands, Notices of Performance Concerns, Employee Development Reviews, Performance Evaluations, or any other actions that do not result in the loss of regular wages are not subject to the pre-disciplinary hearing process.

Section 9.5 No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, a copy of all documents relevant to the alleged violation the Employer has in his/her 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, shall have the right to inspect the contents of the employees' personnel file maintained by the Employer, as well as any files which were used as part of the disciplinary process.

Section 9.8 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 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 Union signature shall acknowledge such in writing. Letters of reprimand shall not be subject to the grievance procedure.

Section 9.9 A suspension of five (5) days or more, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 8 of this agreement or may be submitted to Civil Service Rules. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service Board procedures. Suspensions of four (4) days or less are not subject to Step 5 of the grievance procedure.

Section 9.10 The City 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 City 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 9.11 The City recognizes the right of an employee to Union representation during the investigative phase of corrective action and the City shall inform the employee of this right and

shall, upon request by the employee, provide Union representation. 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 with sixty (60) days of when the City 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.

ARTICLE 10 – SELECTION OF PERSONNEL

Section 10.1 – Lead Positions

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

Section 10.2

- a. When three (3) or more Telecommunications Network Construction Technicians, Telecommunications Network Technicians, or Telecommunications Utility Workers are scheduled by management to work at a single site and carry out coordinated work activities, one (1) employee will be designated as Lead and will receive the applications of rate. Management may also choose to designate leads in other situations.
- b. When three (3) or more Telecommunications Technician I's are scheduled by management to work at a single site and carry out coordinated work activities, one (1) employee will be designated as Lead and will receive the application of rate. Management may also choose to designate leads in other situations.

Section 10.3 Notwithstanding anything contained herein, Management need not consider the request of an employee who does not possess the knowledge, skill, adaptability and physical ability required for the job for which the application is made.

Section 10.4 In the event that an employee with the greatest seniority is not selected for a lead position, Management shall, upon written request of the employee, submit in writing the reason(s) for the choice and identify areas for improvement.

ARTICLE 11 – NON-DISCRIMINATION

Section 11.1 Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers, or union activity.

Section 11.2 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 race, color, national origin, religion, sex, age, marital status, 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 11.3 It is mutually agreed that there shall be no sexual harassment.

Section 11.4 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.

Section 11.5 Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

ARTICLE 12 – HEALTH AND SAFETY RULES

All state and local laws governing the health and safety of employees shall be observed as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein.

ARTICLE 13 – GENERAL WORKING RULES

Section 13.1 – Training

- a. When selecting personnel for training necessary for the classification, consideration will be given to classification seniority.
- b. Non-probationary employees may apply to CLICK! for a 75% tuition payment for the Installer/Technician training module through the National Cable Television Institute (NCTI). NCTI courses are to be completed by employees on their own time. Upon course completion, the employee is eligible to be reimbursed for the up-front tuition payment of 25%.

The last paycheck of any employee who voluntarily leaves CLICK! within eighteen(18) months of NCTI course completion will be reduced by the amount of tuition paid by CLICK!.

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

Section 13.2 Board and lodging shall be furnished for all employees sent temporarily to work sites where commuting is impractical. When necessary, overnight board and lodging shall be as provided for in Tacoma Municipal Code section 1.12.100.

Section 13.3 It is the policy of the City of Tacoma to pay employees on a bi-weekly basis. On those occasions when payday falls on a holiday, the policy of the City is to pay the employees on the preceding day.

In the event a discrepancy should occur in an employee's paycheck, the Department shall forthwith take steps to adjust the error, which in most instances will be reflected in the check of the following pay period.

Section 13.4 An employee temporarily designated to perform the work of a higher classification shall receive a two (2) hour minimum at the rate of pay for the higher classification.

Section 13.5 Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty more than one-half (1/2) day, they shall be paid for a full day. This section shall not apply to employees relieved from duty for cause or at their own request.

Section 13.6 – Unsafe Conditions and/or Equipment If an employee is unable to complete an assignment he shall immediately contact the supervisor to receive further instructions. Special note must be made of extraordinary hazards and this information must be given to all persons that are later required to do the same job. The reasons for not completing the work must be put in writing and be given to the supervisor by the end of the shift. The employee shall not be disciplined for turning down a job that he believes is unsafe.

Section 13.7 – Shift Changes Permanent changes in shifts shall be posted for a minimum of seven (7) days and bid in order of seniority. Employees, within their classification, shall be permitted to change days, standby and/or shifts among themselves, with the consent of the supervisor provided the Department incurs no extra expense.

Section 13.8 – Time Off An employee shall be entitled to take time off from their regularly scheduled shift equal to their earned vacation or PTO accrual. All planned time off and

vacation shall be scheduled by seniority, provided that application made after March 1 of each year shall be scheduled subject to availability of relief. PTO and vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

Section 13.9 – Daylight Saving Time Transition Employees on shift during the transition to and from daylight saving time will receive pay for the actual number of hours worked on the affected shift. All leave will be charged based on the number of hours scheduled to work.

Section 13.10 – Overtime

- a. Overtime will be offered to permanent employees on a voluntary basis. In the event an insufficient number of employees volunteer for overtime work, project and/or temporary employees shall be offered the overtime. If at that time there is still an insufficient number of employees to perform the work, the work shall be assigned in inverse order of seniority, starting with the project and/or temporary employees. Management will attempt to distribute overtime work in an equitable manner. Based on monthly records, permanent employees with the least amount of overtime shall be offered the overtime first. Current records of overtime shall be made available to employees and the Union upon reasonable request.
- b. An employee called to perform overtime work shall be paid from the time he/she reports to the Administration Building or the job site, as they are assigned.
- c. For the purposes of this section, there will be two (2) overtime rates of pay. Both overtime rates may be paid in the form of wages, equivalent compensatory time off or a combination thereof. Compensatory time may only be earned with prior approval from the Power Superintendent or their designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.
 - One and one half (1 ½) the straight time rate of pay
 - Double (2) the straight time rate of pay
 1. The overtime rate of one and one half (1 ½) the straight time rate of pay shall be paid for all hours worked in excess of the employee's scheduled shift (workday) or any hour worked over 40 hours per week.
 2. The overtime rate of double (2) the straight rate of pay shall be paid for all hours worked on scheduled days off, starting with the Sunday equivalent or second (2nd) call back day.
- d. An employee called back from scheduled vacation/PTO shall be compensated at one and one-half (1 ½) the straight rate of pay.
- e. When a City-observed holiday falls outside an employees' scheduled work shift, the employee shall receive eight (8) hours of pay at the straight time rate for the holiday. When an employee is scheduled to work on a City-observed holiday, he/she shall receive eight (8) hours of holiday pay at the straight time rate and

one and one-half (1 ½) the straight rate of pay for actual hours worked.

For the employees in the classification of Network Operations Center (NOC) Technician, assigned to the Network Service Assurance (NSA) section, the holiday shall mean the national observance day.

For all other personnel in the classifications of Network Operations Center (NOC) Technician, Telecommunications Technician I's, Telecommunications Construction Technician, Telecommunications Network Technician and Telecommunications Utility Workers, it shall mean the City observance day.

- f. A minimum of two (2) hour's overtime pay shall be allowed for work outside an employee's regular shift unless the overtime immediately precedes or follows the regular shift.

Section 13.11 – Meal Allowances

- a. In addition to an unpaid lunch period during a regularly scheduled shift, an employee who works four (4) hours before or four (4) hours after their normal shift shall be eligible for a meal allowance of eighteen dollars (\$18.00.) Meal allowances will be paid at 4-hour intervals only for work outside the regularly scheduled shift.
- b. The meal allowance will be added to the employee's time card and will be paid with the regular payroll.

Section 13.12 – Adequate time will be allowed for employees to complete assigned job tasks to the quality and standard expected by management.

Section 13.13 Clothing Allowance.

- a) All permanent employees in the classifications of Telecommunications Utility Worker, and Telecommunications Network Construction Technician shall receive \$400 annually for a clothing allowance. Employees are expected to dress in clothing that is clean, free of tears or rips and logos (except for TPU/Power/Click! logos), and comply with all Federal and State Safety requirements. Pants should be Carhartts, or of a similar work-style. This amount shall be paid on the employee's regular paycheck the first pay period of January. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated, or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Laundry services will not be provided to employees covered under this section.
- b) All permanent employees in the classification of Telecommunications Technician I and Telecommunications Network Technician will be provided seven (7) shirts per year, one (1) jacket every two (2) years and shall receive \$350 annually for a clothing allowance. Uniforms will be issued and clothing allowance shall be paid in the first pay period in January. New employees beginning employment after the first regular pay period of January shall receive a prorated amount in clothing allowance. If shirts or jackets become worn or otherwise unacceptable due to working conditions, replacement(s) may be provided in exchange for worn out garment(s). Employees are expected to dress in clothing that is clean, free of tears or rips and logos (except Click! logos), and comply with all Federal and State Safety requirements. Pants should be Carhartts or similar

work-style, and dark blue, black or brown in color. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated will not receive this allowance. Laundry services will not be provided to employees covered under this section.

Section 13.14 – Tools and Equipment. Tools, gloves and safety equipment including crawl suits and boot covers, shall be issued to employees in the classifications of Telecommunications Utility Worker, Telecommunications Technician I, Telecommunications Network Technician, and Telecommunications Network Construction Technician on an as-needed basis.

Section 13.15 Safety-Related Footwear. All permanent employees in the classifications of Telecommunications Utility Worker, Telecommunications Technician I, Telecommunications Network Technician, and Telecommunications Network Construction Technician shall be eligible for a \$150 annual allowance for the purchase of appropriate safety-related footwear. The allowance shall be paid in the first pay period of January each year. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated, or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Descriptions of appropriate footwear are available from the supervisor. Safety-related footwear must be worn at all times while on duty.

Section 13.16 –Vault Pay. Any employee assigned to work in a vault or manhole that exceed 60" in depth and contains either exposed energized secondary bus or energized primary wire or equipment, shall be paid a three percent (3%) application of rate above their regular rate of pay for the time actually worked in the vault.

ARTICLE 14 – WORK RULES – Sales and Service Representative

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 14.1 – Hours of Work. The standard hours of work for the Sales and Service Representatives are Monday through Friday 8:00 a.m. through 7:00 p.m. and Saturday 9:00 a.m. through 4:00 p.m.

Under the modified 9/80 schedule, the hours of work for the Sales and Service Representatives are Monday through Friday 8:00 a.m. through 6:30 p.m. and Saturday 9:00 a.m. through 4:00 p.m.

Click! Network management may revert back to standard hours of work with thirty (30) days' notice to the Union. A new shift bid will be conducted if the group is returned to the standard hours of work. Management reserves the right to establish operating hours.

Section 14.2 – Meal Period. A non-paid meal period will be provided not less than three (3) nor more than five (5) hours after beginning work, consistent with applicable State of Washington wage and hour laws.

Exceptions to the unpaid meal period described above shall be at the employee's request, with supervisory approval and/or based on operational need. In the event an employee's request is denied, management, after receiving a written request from the Union, shall provide in writing the reasons for the refusal.

Section 14.3 – Meal Allowance. An employee working non-scheduled overtime of more than two (2) hours before or beyond his/her regular shift and at six (6) hour intervals thereafter shall be eligible for meal allowances of eighteen dollars (\$18.00) per meal which shall be paid on the time card. If the employer provides a meal of equal value the meal allowance shall not apply.

Section 14.4 – Rest Period. The City shall allow two (2) rest periods of fifteen (15) minutes each day consistent with applicable State of Washington wage and hour laws. One shall be scheduled mid-point of the first half of the shift and one shall be scheduled mid-point of the second half of the shift.

Section 14.5 – Overtime

- a. Employees required to perform work outside the regularly scheduled shifts shall be compensated at one and one-half (1 1/2) times the straight time hourly rate Monday through Saturday, and two (2) times the straight time hourly rate for all work performed on Sundays or Sunday equivalent. An employee called to perform overtime work shall be paid from the time he or she reports to the work headquarters or at the job site, as the case may be. At the employee's request and supervisor's approval, compensatory time may be substituted for cash payment of overtime at the appropriate overtime rate. Compensatory time may only be earned with prior approval from the Department/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 was earned, commencing December 31, 2014.
- b. Overtime will be offered to permanent employees on a voluntary basis consistent with the business needs of Click! Network. In the event an insufficient number of employees volunteer for overtime work, temporary employees shall be offered the overtime. If at that time there is still an insufficient number of employees to perform the work, the work shall be assigned in inverse order of seniority, starting with the temporary employees. Management will attempt to distribute overtime work in an equitable manner. Current records of overtime shall be made available to employees and the Union upon reasonable request.
- c. All work performed outside the scheduled work hours on holidays shall be paid for at the appropriate overtime rate.

Section 14.6 – Seniority. For the purposes of this Agreement, seniority is defined as the length of continuous permanent service by classification.

- a. An employee temporarily assigned to another classification outside of the bargaining unit in a temporary or project status shall earn seniority for the classification covered by this Agreement in accordance with Section 1.24.920 of the Tacoma Municipal Code.

- b. Seniority shall be used for shift bidding and granting vacation requests.

Section 14.7 – Upgrade. An upgrade is defined as the filling of a temporary vacancy within the bargaining unit, which is in the next higher classification in the class series which reserves a higher rate of pay. An upgrade is to the closest step in the higher classification which provides a minimum of a 5% increase in pay, but never higher than the top step.

Section 14.8 – Vacation Bidding

- a. Vacation time off will be approved based upon the business needs of the Employer as determined by Management. Vacation time off can be cancelled or rescheduled due to business needs. The Employer shall be prepared to identify to the Union the reason a vacation is cancelled upon request.
- b. All annual vacation selections will be based on seniority.
- c. All annual vacation requests will be submitted in writing on the Vacation Calendar Bid Request Form. Should the Employer determine a revised form needs to be created the Union and the Employer agree to meet and mutually agree on the modifications.
- d. Each employee must have their bid selection in by NOON on the Friday that falls within the first full week of December, without exception. The calendar will be filled and posted electronically no later than five (5) business days following submission. Employees who do not submit their requests in a timely manner will choose from available remaining dates after approved vacations have been posted.
- e. Time Off Selections Following Annual Vacation Bid. Following the completion of the annual vacation bid described above, an employee shall be entitled to take time off from their regularly scheduled shift equal to their earned vacation or PTO accruals. All planned time off and vacation shall be scheduled on a first come, first served basis, provided that the application is made after the completion of the annual shift bid and shall be scheduled subject to availability of relief. PTO and vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

Section 14.9 – Shift Bidding

Shift Bidding: All employees shall bid shifts based on seniority as defined above. Shift assignments will go into effect not less than two (2) weeks and not more than four (4) weeks after the shift bid has been completed.

When the shift bidding is posted, it shall include both the start and stop time of the shift. Lunch and break periods may be included on the shift bid posting for reference, and may be adjusted by management based on operational need.

ARTICLE 15 – WORK RULES – Telecommunications Technician I

Section 15.1 – Hours of Work

- a. The standard shift for Telecommunications Technician I's shall be five (5) consecutive shifts of eight (8) consecutive hours (exclusive of an unpaid 30-minute lunch period) between the hours of 7:00 a.m. – 7:00 p.m. Alternate shifts (flexible schedules) may be established by mutual agreement between the employee and supervisor. All schedules shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.
- b. At the beginning of the first pay period commencing in accordance with Daylight Saving Time through the end of Daylight Saving time, four (4) consecutive shifts of ten (10) consecutive hours (exclusive of an unpaid 30-minute lunch period) between the hours of 7:00 a.m. to 7:00 p.m. may constitute the normal workday.
- c. Employees shall make every effort to take lunch and breaks between service calls. In the event an employee is unable, due to workload, to take a lunch break within sixty (60) minutes of the midpoint of the shift, he/she must contact the supervisor for further instructions. With proper approval, work through the lunch period will be compensated at the overtime rate.
- d. Except during training periods, all shift assignments shall be determined based on seniority. In the event a new shift is established, it shall be posted for bidding and the senior bidder shall receive the shift assignment. Shifts for lead positions will be by assignment.
- e. Work schedules which include Sundays will be bid by seniority.
- f. Telecommunications Technician I employees shall be provided at least a twenty-four (24) hour notice of a change in shift or schedule. Employees given less notice shall be paid time and one-half for the entire first shift.

Section 15.2 – Standby Pay

- a. Assignment If standby assignments are required, they shall be made from a rotating list of qualified Telecommunications Technician I's. Qualified employees shall sign up for standby and remain in the rotation unless a written notice requesting removal is submitted.
- b. In the event an insufficient number of employee's sign up for the standby assignment, qualified employees will be assigned to the standby rotation in inverse order of seniority.
- c. Length of Rotation Standby shall be rotated on a bi-weekly basis in order of the sign-up list.
- d. Rotation The rotation list shall be posted.
- e. Standby Pay Employees shall be paid three dollars (\$3.00) per hour while assigned in a standby capacity. The employee shall not receive standby pay during the period of time he/she is receiving overtime.

- f. Response Time The employee shall respond to NOC personnel within fifteen (15) minutes of receiving a page and report to the worksite no more than one (1) hour from the initial page.
- g. Minimum call out Standby personnel shall receive a minimum of two (2) hours' pay at the overtime rate for all hours worked up to two (2) hours. Employees shall be paid for actual time worked if greater than two (2) hours.

Nothing in this section requires that standby assignments be made.

Section 15.3 Employees will be allowed up to one-half (½) hour at the beginning of each workday to restock company vehicles with needed supplies and/or wash and maintain them.

Section 15.4 Employees will be allowed up to ten (10) minutes prior to the end of the employees established shift to finish any necessary paperwork and/or clean up as needed.

Section 15.5 – Training Incentive

- a. Telecommunication Technician I's who pass the NCTI Installer/Technician test will be advanced one pay step at the beginning of the pay period following proof of successful completion without regard to the normal step progression. This training incentive does not affect/change the employees hire date and/or anniversary date. A Telecommunication Technician I must successfully complete the NCTI Installer/Technician test to progress beyond Step 2 of the pay scale. Proof of certification must be provided upon request. Tuition reimbursement is available according to the provisions stated in Article 14 of this document.
- b. Employees in this classification are encouraged to complete other NCTI training on their own time. Non-probationary employees will advance one pay step at the beginning of the pay period following proof of successful completion of the NCTI Service Technician course. This change in pay will not change the employee's anniversary date. Effective January 1, 2005, non-probationary employees may apply to Click! for a seventy-five percent (75%) tuition payment for the NCTI Service Technician course.

Section 15.6 In-house training, related to Telecommunications, safety and business practices, will be made available on a periodic basis.

ARTICLE 16 – WORK RULES - Network Operations Center Technician

Section 16.1 – Standard Shift The standard shift for Network Operations Center employees shall be five (5) consecutive shifts of eight (8) consecutive hours (exclusive of an unpaid lunch period) or four (4) consecutive shifts of ten (10) consecutive hours (exclusive of an unpaid lunch period). Alternate shifts (flexible schedules) may be established by mutual agreement between the employee and the supervisor. All shifts shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

Section 16.2 – Shift assignments

- a. Lead Positions: Shift assignments for employees designated as a Lead will be as determined by management.
- b. Non-Lead Positions: Shift assignments shall be posted no more than thirty (30) days prior to implementation. Bidding shall be based on seniority. Seniority shall prevail for all shift assignments.
- c. Conditions for Bidding of Shifts:
 - 1. In March of each year if the Union submits a request in writing during the month of February.
 - 2. Whenever a business need causes management to establish new shifts. In such case, notice will be provided to the Union prior to changing the shift.
 - 3. Whenever there is a vacant shift.
- d. Bid Procedure
 - 1. The goal is to complete the bid process within thirty (30) days.
 - 2. In seniority order, each employee shall have a one-time only selection from the available remaining shifts.
 - 3. The senior bidder will be awarded the shift assignment.
- e. Temporary shift assignments: Temporary shift assignments of six (6) weeks or less duration need not be posted and bid by seniority.
- f. Shifts will not be rotated except as required for initial training or additional training or unless requested by employees and mutually agreed between Management and the Union.

Section 16.3 – Lunch Period

- a. On shifts between the hours of 6:00 a.m. and 6:00 p.m., a one (1) hour unpaid lunch will be scheduled between three (3) and five (5) hours after the start of the shift. If alternate shifts are established, the lunch period schedules shall be mutually agreed to between the Department and the Union.
- b. On shifts, between the hours of 6:00 p.m. and 6:00 a.m., a 30-minute unpaid lunch will be scheduled between three (3) and five (5) hours after the start of the shift. If alternate shifts are established, the lunch period schedules shall be mutually agreed to between the Department and the Union.
- c. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break within sixty (60) minutes of the midpoint of the shift or when scheduled, the employee must contact the supervisor for further instructions. With proper approval, work through the lunch period will be compensated at the overtime rate.

Section 16.4 – Shift/Schedule Changes

- a. NOC personnel shall be provided at least a twenty-four (24) hour notice of a change in shift or schedule. Employees given less notice shall be paid time and

one-half for the entire first shift. Proper notice shall be from the time the employee was notified until the time the new shift/schedule begins.

- b. NOC personnel shall have an eight (8) hour rest period between shifts. If less than eight (8) hours rest is allowed, the employee shall be paid time and one-half for the entire shift.

Section 16.5 In-house training related to Telecommunications, safety and business principles will be made available on a periodic basis.

Section 16.6 Overtime.

- a. Dispatch Overtime. Overtime shall first be offered in seniority order to all NOC personnel performing dispatch duties. In the event that mandatory overtime becomes necessary and it is not accepted through the initial offering in seniority order, it shall then be assigned by the least amount of overtime for the calendar year.
- b. Network Service Assurance (NSA) Overtime. Overtime shall first be offered to the person with the least amount of actual overtime hours worked (excluding holiday hours). In the event that mandatory overtime becomes necessary, and it is not accepted through the initial offering, it shall then be assigned by the least amount of overtime for the calendar year.

ARTICLE 17 – WORK RULES Telecommunications Utility Worker

Section 17.1 – Work Shifts:

- a. The standard work shift for Telecommunications Utility Workers shall be five (5) consecutive shifts of eight (8) hours between the hours of 7:00 AM to 3:30 PM, Monday through Friday, exclusive of an unpaid 30-minute lunch.
- b. At the discretion of management the eight (8) hour shifts may be scheduled during the hours of 7:00 AM to 7:00 PM with thirty (30) days notice to the Union.
- c. Alternative schedules may be established by mutual agreement between the Union and Management. All shifts shall be in compliance with the requirements of the Fair Labor Standards Act.
- d. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break within sixty (60) minutes of the midpoint of the shift or when scheduled, the employee must contact the supervisor for further instructions. With proper approval, work through the lunch period will be compensated at the overtime rate.

Section 17.2 – Training: In-house training related to Telecommunications and safety will be made available on a periodic basis.

Section 17.3 Employees will be allowed up to thirty (30) minutes prior to the end of the employees established shift to finish any necessary paperwork, restock Click! vehicles with needed supplies, clean up as needed, and/or wash and maintain the vehicles.

Section 17.4 – Training Incentive Non-probationary employees in this classification who successfully complete CLI Signal/Meter training and/or a twenty-four (24) hour vocational pole climbing training will advance, for each training, one pay step at the beginning of the pay period following proof of successful completion without regard to the normal step progression. This training incentive does not affect/change the employee's hire date and/or anniversary date. Employees must make a written request for the training. Training will be made available within six (6) months of the receipt of a written request.

ARTICLE 18 – WORK RULES Telecommunications Network Technician

Section 18.1- Hours of Work Section

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

Section 18.2 Standby Pay

- a. Length of Rotation: Standby shall be rotated on a weekly basis.
- b. Rotation: The rotation list shall be posted. All Telecommunication Network Technicians will be on the standby rotation. However, employees may elect not to perform their rotation if they find another employee to replace them. It is up to the employee to find a replacement for their rotation and they must have management approval prior to the change in assignment and ensure Dispatch and NSA are aware of the change.
- c. Standby Pay: Employees shall be paid three dollars (\$3.00) per hour while assigned in a standby capacity. The employee will not receive standby during the period of time he/she is receiving overtime.
- d. Response Time: The employee shall respond to NSA personnel within fifteen (15) minutes of receiving a page and report to the work area no more than one (1) hour from the initial page within normal conditions.

- e. Minimum Call Out: Standby personnel shall receive a minimum of two (2) hours pay at the overtime rate for all hours worked up to two (2) hours. All time worked in excess of two (2) hours will be paid based on the actual amount of time worked.

Nothing in this section requires standby assignments be made.

Section 18.3 Inclement Weather Telecommunication Network Technicians reporting for work during regular working hours, when weather conditions are such that they cannot perform their normal duties, shall receive two (2) hours show-up pay. Show up pay shall be defined as pay at the straight-time rate and requires employees to be present and ready for work. When Telecommunication Network Technicians cannot perform their regular work due to weather conditions, the supervisors may assign other work on a voluntary basis. Employees may use leave without pay or accrued vacation if regular work is not available.

Section 18.4 Training In-house training related to telecommunication safety and business practices will be made available on a periodic basis.

Section 18.5 Training Incentive Telecommunication Network Technicians who complete a Society of Cable Telecommunications Engineers (SCTE) certification course from the accepted list and receive the certification, will be advanced one pay step at the beginning of the pay period following proof of a successful completion without regard to the normal step progression. This training incentive does not affect/change the employee's hire date and/or anniversary date. Proof of certification must be provided upon request. Tuition reimbursement is available according to the provisions stated in Article 14 of this contract.

<u>SCTE CERTIFICATION</u>	<u>RELATED AREA OF TECHNICAL EXPERTISE</u>
Broadband Telecom Center Specialist (BTCS)	Telecommunications center (headend) video, voice and data
Broadband Premises Technician (BPT)	More Advanced Customer Premises Triple Play
Broadband Premises Expert (BPE)	Scheduled to be offered starting April 1, 2009
Digital Video Engineering Professional (DVEP)	Digital video systems engineering
Broadband Distribution Specialist (BDS) & Broadband Transport Specialist (BTS)	

ARTICLE 19 – WORK RULES Telecommunications Network Construction Technician

Section 19.1 Hours of Work Section

- a. The standard shift for Telecommunication Network Construction Technicians shall be five (5) consecutive shifts of eight (8) consecutive hours (exclusive of an unpaid thirty (30) minute lunch period) between the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday.

- b. Alternative shifts may be established by mutual agreement between the Union and Management. All shifts shall be in compliance with the requirements of the Fair Labor Standards Act.
- c. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break, they must contact the supervisor in advance with proper approval to work through the lunch period. If work necessitates working through lunch, the lunch period will be compensated at the overtime rate.

Section 19.2 - Inclement Weather Telecommunication Network Construction Technicians reporting for work during regular working hours, when weather conditions are such that they cannot perform their normal duties, shall receive two (2) hours show-up pay. Show up pay shall be defined as pay at the straight-time rate and requires employees to be present and ready for work. When Telecommunication Network Construction Technicians cannot perform their regular work due to weather conditions, the supervisors may assign other work on a voluntary basis. Employees may use leave without pay or accrued vacation if regular work is not available.

Section 19.3 -Training Incentive Telecommunication Network Construction Technicians who complete a Society of Cable Telecommunications Engineers (SCTE) certification course from the accepted list and receive the certification, will be advanced one pay step at the beginning of the pay period following proof of a successful completion without regard to the normal step progression. This training incentive does not affect/change the employee's hire date and/or anniversary date. Proof of certification must be provided upon request. Tuition reimbursement is available according to the provisions stated in Article 14 of this contract.

<u>SCTE CERTIFICATION</u>	<u>RELATED AREA OF TECHNICAL EXPERTISE</u>
Broadband Telecom Center Specialist (BTCS)	Telecommunications center (headend) video, voice and data
Broadband Premises Technician (BPT)	More Advanced Customer Premises Triple Play
Broadband Premises Expert (BPE)	Scheduled to be offered starting April 1, 2009
Digital Video Engineering Professional (DVEP)	Digital video systems engineering
Broadband Distribution Specialist (BDS) & Step 5 Skills Test	

ARTICLE 20 – CONTRACTING

Pursuant to Resolution 40468, the Tacoma City Council has authorized execution of the Click! Business Transaction Agreement. It is expected the City of Tacoma will cease to be the operator of the Click! Network during calendar year 2020.

In recognition of the unique and extraordinary challenges presented during this transition period, the parties agree that the Click! Network Division shall retain the right to determine whether and to what extent historic bargaining unit work shall be performed by employees or by outside contractors. The union hereby waives notification and effects bargaining requirements related to

the subcontracting of bargaining unit work. The Click! Network Division shall not acquire the services of outside service contractors before it has considered whether or not current employees can complete the work or projects to be performed. If the workload is such that this cannot be achieved, Click! Network will consider the possibility of its own crews working overtime to perform the work within the projected time frame before contracting out said work. The provisions of Article 20 are unique to this Collective Bargaining Agreement and shall not serve to establish precedent for any other department or division within the City, nor any other bargaining unit.

ARTICLE 21 – WAGE SCALES

Section 21.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code, unless modified by this Agreement. Any modification of such compensation must be a result of mutual consent and will be binding on both parties provided that any such modification is subject to the approval of the Tacoma City Council.

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 21.2 – Wage Scales

- a. Effective January 1, 2020, the 2019 wage rates for the following classifications shall increase by 3%:

5517 Network Operations Center Technician
5518 Telecommunications Technician 1
5511 Sales and Service Representative
5512 Sales and Service Representative, Lead

Any employee whose scale would be reduced as a result of the market study shall be frozen at their current wage until such time as their classification rate of pay catches up..

Section 21.3 – Longevity Longevity shall be provided per Ordinance 20938 consisting of:

One Percent (1%) of base pay with aggregate service of five (5) through nine (9) years
Two Percent (2%) of base pay with aggregate service of ten (10) through fourteen (14) years
Three Percent (3%) of base pay with aggregate service of fifteen (15) through nineteen (19) years
Four Percent (4%) of base pay with aggregate service of twenty (20) years or more

Section 21.4 – Lead Pay Employees covered by this agreement who are designated by Management as Lead shall receive an additional ten percent (10%) above their current step for a minimum of two (2) hours.

Section 21.5 – Advancement

- a. Telecommunications Technician I: Employees in this classification must successfully complete the NCTI Installer Technician course prior to advancing beyond Step 2 of the pay scale (See Appendix A). Proof of certification must be provided upon request.

- b. Telecommunications Utility Workers:
 - 1. Non-probationary employees in this classification must successfully complete either the CLI Signal/Meter training or a twenty-four (24) hour vocational pole climbing training to advance beyond Step 3 of the pay scale (See Appendix A).
 - 2. Non-probationary employees in this classification must successfully complete both the CLI Signal/Meter training and a twenty-four (24) hour vocational pole climbing training to advance beyond Step 4 of the pay scale (See Appendix A).
- c. Telecommunications Network Technicians and Telecommunications Network Construction Technicians shall be required to pass a skills test prior to advancing to Step 3.
- d. In order to advance to Step 5, Telecommunications Network Technicians must successfully complete and obtain the Broadband Distribution Specialist (BDS) and Broadband Transport Specialist (BTS) certification. Proof of certification must be provided upon request.
- e. In order to advance to Step 5, Telecommunications Network Construction Technicians must successfully complete and obtain the Broadband Distribution Specialist (BDS) certification and pass a skills test. Proof of certification must be provided upon request.

Telecommunications Network Operations Center Technician may advance to Step 5, upon the approval of management when certain criteria are met. Management and Labor shall establish the criteria in a Letter of Agreement prior to the anticipated effective date of January 1, 2012. The Letter of Agreement will be attached as an addendum to this agreement.

ARTICLE 22 – SAVINGS

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to immediately renegotiate any part or provisions in this Agreement rendered or declared invalid.

EXECUTED THIS _____ DAY OF _____, 2020.

City of Tacoma

IBEW Local 483
Click! Network

Director of Public Utilities

Business Manager

City Manager

Senior Labor Relations Manager

Finance Director

Approved as to form:

Deputy City Attorney

Attest:

City Clerk

APPENDIX A –WAGE SCALES

2020 Wage Rates are as follows:

Code	Classification		2020 Rates	
5517	Network Operations Center Technician	Step 1	24.74	
		Step 2	25.98	
		Step 3	27.28	
		Step 4	28.64	
	Non-automatic, progression per LOA 6/7/2011	Step 5	30.08	
5540	Telecommunications Network Construction Technician	Step 1	28.56	
		Step 2	29.99	
	Requires passing skills test	Step 3	31.49	
		Step 4	33.07	
	Requires passing both BDS and skills test	Step 5	34.72	
5543	Telecommunications Network Technician	Step 1	32.26	
		Step 2	33.87	
	Requires passing skills test	Step 3	35.56	
		Step 4	37.34	
	Requires passing both BDS and BTS	Step 5	39.21	
5518	Telecommunications Technician 1	Step 1	26.46	
		Step 2	27.79	
	Requires passing NCTI	Step 3	29.18	
		Step 4	30.63	
		Step 5	32.17	
5516	Telecommunications Utility Worker	Step 1	20.15	
		Step 2	21.16	
		Step 3	22.21	
	Requires passing either test	Step 4	23.32	
	Requires passing both tests	Step 5	24.49	
5511	Sales and Service Representative	Step 1	21.93	
		Step 2	23.03	
		Step 3	24.17	
		Step 4	25.39	
		Step 5	26.66	

5512	Sales and Service Representative, Lead	Step 1	27.24	
		Step 2	28.60	
		Step 3	30.03	
		Step 4	31.54	
		Step 5	33.11	

INDEX TO LETTERS OF AGREEMENT

1. JLC Benefits Addendum 2020	Dated 2020
2. Joint Labor Agreement RE: Retirement Health Savings Plan	Dated 2006
3. NOTC Non-Automatic Step Progression	6/25/14
4. Frozen AORs	7/21/2014
5. Click! Employee Severance	5/16/2019
6. Click! Network Extension and Opener Agreement	1/22/18
7. Click! Retention Incentive	5/16/2019

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 2019:

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.

Joint Labor Committee of Tacoma
Retirement Health Savings Plan
Letter of Understanding
January 3, 2006

Joint Labor Committee of Tacoma
And
City of Tacoma

Joint Labor Committee of Tacoma (hereinafter "Union") and the City of Tacoma (hereinafter "City") mutually agree to the following Retirement Health Savings (hereinafter "RHS") plan set up and funding options.

1. As soon as practicable after the execution of this Letter of Agreement (hereinafter "LOA") but no later than May 21, 2006, the City shall implement and maintain the ICMA Retirement Corporation VantageCare Retirement Health Savings Plan for members of the bargaining unit represented by the Union.
2. The RHS Plan to be implemented provides for the following plan design options: (a) eligibility for all bargaining unit employees represented by the Union, (b) elective participation, (c) direct employer contributions, (d) employee elective contributions, (e) immediate vesting of all contributions, (f) coverage for all medical expenses permitted by the IRS for medical expense deductions under Section 213 of the Internal Revenue Code, and (g) medical expenses upon the death of the employee. In the event any or all of these features/options are (or become) unavailable through the Plan, the parties shall meet to determine a mutually acceptable alternative.
3. The City will not be required to contribute to the Plan unless the City and the Union reach a written agreement requiring such contributions. Nothing herein shall preclude the City and individual unions who are members of the "Union" from reaching an agreement concerning individual bargaining unit members.
4. In the event the RHS Plan is determined not to be a qualified plan within the meaning of the Internal Revenue Code and/or it is determined that contributions to the RHS Plan and/or investment income derived from contributions to the RHS Plan and/or payments from the RHS Plan for medical expenses permitted by the IRS for medical expense deductions will result in a tax consequence for bargaining unit employees; either party may request that the Union and the City begin negotiations for a qualified, retirement health savings plan for members of the bargaining units represented by the Union. If such request is made, the Union and City shall promptly begin negotiations for a qualified, retirement health savings plan for members of the bargaining units represented by the Union.
5. This LOA shall be attached to and shall become part of the collective bargaining agreement between the Union and the City as if fully rewritten therein.

ORIGINALLY SIGNED BY
City Manager
Director of Public Utilities
Human Resources Director

WSSCCE, Local 120
IAM Machinists, Local 160
Tacoma Firefighters, Local 31
IBEW, Local 483
IPTE, Local 17
Teamsters, Local 313
Teamsters, Local 117

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
CLICK! NETWORK
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
LOCAL UNION #483, CLICK! UNIT
Original date: November 15, 2010
Revised: June 25, 2014

The Network Operations Center Technician (NOC Technician) classification has two working sections with separately defined responsibilities and service commitments – Dispatch and Service Assurance. Under the 2012 – 2015 collective bargaining agreement, the Union and City agree to this Letter of Understanding, referenced as a “Letter of Agreement” in the following provision:

Section 21.5 – Advancement

42. Telecommunications Network Operations Center Technician may advance to non-automatic Step 5, upon the approval of management when certain criteria are met. Management and Labor shall establish the criteria in a Letter of Agreement prior to the anticipated effective date of January 1, 2012.

IT IS UNDERSTOOD, that the criteria for eligibility for advancement to the non-automatic Step 5 for those employees working as Network Operations Center Technicians in the Service Assurance section and the Dispatch section is as follows:

- Successful completion of the “NCTI/Jones” **Operations Center Technical Support I** for Network Operations Center Technicians reporting to the Network Service Assurance section;
- Successful completion of the “NCTI/Jones” **Delivering Cable Services** for Network Operations Center Technicians reporting to the Dispatch section;
- Must have at least one year continuous service in either section to be eligible for the training plan;
- Can be at any step in the wage range to be eligible to train and test;
- Training and/or participation in testing will be considered voluntary, and advanced approval will be required by management.

- The above listed courses and any funding associated with these courses shall be available by July 1, 2011, at the latest in order to allow those interested to begin the training as soon as possible.
- Network Operations Center Technicians enrolled in the above listed courses shall be afforded an hour per week as business allows to complete the online testing associated with completing the respective courses. This time shall be scheduled within the respective work groups in order to accommodate the work functions of the group. No overtime liability shall be incurred in order to accommodate this time.

IT IS UNDERSTOOD, that advancement is limited to one additional step. The barrier to advance to Step 5 will be removed. This means that once an employee successfully completes the NCTI/Jones courses identified within this Letter of Understanding, they will be eligible to advance to the next highest step in the wage range. This does not mean that an employee can advance more than one step, or that the employee can skip steps, or that the employee can jump to Step 5 before progressing through all the steps.

Example 1: An employee is at step 3. The employee passes the course. The employee would advance to Step 4 (not step 5).

Example 2: An employee is at Step 4. The employee has not completed the course. The employee would not be eligible for advancement to Step 5.

This Letter of Understanding will remain in effect until terminated by mutual agreement of the Union and the City, or until the training is no longer offered.

Management may be required from time to time to add, delete, modify or exchange certain modules as required to sufficiently provide a plan that keeps the Network Operations Center Technician classification current on the principles and concepts associated with the network and/or the changing technology of the business. Management and Labor agree to meet to discuss any changes or, modifications to the NCTI/Jones courses which have been identified as criteria for advancement within the Network Operations Center Technician classification.

The effective date of this Letter of Understanding is 3rd day of December, 2014.

FOR THE CITY

Joy St. Germain, Human Resources Director
Tenzin Gyaltsen, Telecommunications Manager
Theodore Coates, Power Superintendent/COO
William A. Gaines, Director of Utilities/CEO

FOR THE UNION

Alice Phillips, Business Manager

**Letter of Understanding
Between the
City of Tacoma
And
International Brotherhood of Electrical Workers, Local 483
Click! Network
Subject: Clarification of Language – Section 21.2 (Frozen Application of Rates)
Date: July 21, 2014**

This Letter of Understanding is by and between the City of Tacoma (City), and the International Brotherhood of Electrical Workers, Local 483 (Union).

Section 21.2 reads in part as follows:

"....No individual wages shall be reduced as a result of this study. Any employee whose scale would be reduced as a result of the market study shall be frozen at their current wage until such time as their classification rate of pay catches up....."

Both parties agree that the intent of this language was so that employees did not have a reduction in pay from the 2012 wage rates. Therefore, the parties agree that the following frozen rates of pay shall be used for regular pay, timecard upgrades and for Application of Rates (AOR's) for existing employees until such time as the salary table rate of pay exceeds these rates:

Telecommunications Network Construction Technician (CSC 5540)

CSC	Job Title	F1	F2	F3	F4	F5	F6	F7	F8	F9	FA
55400	TNCT	24.30	25.50	26.78	28.10	29.54	31.00	32.55	34.18	35.87	37.68
5540B	TNCT +Vault	25.03	26.27	27.58	28.94	30.43	31.93	33.53	35.21	36.95	38.81
5540A	TNCT +10%	26.73	28.05	29.46	30.91	32.49	34.10	35.81	37.60	39.46	41.45
5540C	TNCT+10%+Vault	27.53	28.89	30.34	31.84	33.46	35.12	36.88	38.73	40.64	42.69

AOR's are for hours worked.

Nothing in this letter is intended to be used as a precedent for future contract negotiations or other similar matters. This Letter of Understanding will sunset with the expiration of the current bargaining agreement.

For IBEW Local 483
Alice A. Phillips, Business Manager

For City of Tacoma
Joy St. Germain, Human Resources Director
William A. Gaines, Director of Utilities/CEO

LETTER OF AGREEMENT
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483
And
AFSCME Local Number 120
Subject: Click! Employee Severance
Date: May 16, 2019

This Letter of Agreement (LOA) is by and between the City of Tacoma (City and/or Employer), and the IBEW Local 483 and AFSCME Local 120, herein referred to as "the parties".

The LOA describes the Parties' agreement regarding the parameters of severance payments for employees who lose their employment with the City through the layoff process.

Severance Pay

- Employees laid off from Click! Network as a result of downsizing, shall be entitled to a lump sum severance payment equal to eighty (80) hours of the Employee's current base salary (including applied rate and longevity) for each full year of the Employee's employment in the Click! business unit up to a maximum of four hundred and eighty (480) hours.
- In addition, any employee laid off through this process will receive the equivalent of four (4) months medical insurance premiums COBRA coverage including vision and dental) in a lump sum payment.
- These payments shall be subject to normal and customary taxes.
- The City shall consider an employee's request for voluntary layoff in lieu of an employee with lower seniority, regardless of classification.

The Parties agree that the entitlement to the severance is based on the following conditions:

1. The Employee is laid off by the Employer;
2. The Employee does not accept another position at the City of Tacoma prior to layoff; and
3. The Employee executes a release of any claims against Employer in connection with the end of the Employee's employment.

This Letter of Agreement shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

FOR THE CITY:

Elizabeth Pauli 5/13/19
City Manager

Jackie Flowers 5/15/19
Director of Utilities/CEO

Dylan Carlson
Sr Labor Relations Manager 5/2/19

Andy Cherullo 5/10/19
Finance Director

Attest:
Doris Sorum 5/16/19
City Clerk

Approved as to form:
Paul Goulding 5/7/19
Deputy City Attorney

FOR THE UNION:

Alice Phillips 4/29/19
Business Manager, IBEW Local 483

Miguel Morga 5/2/19
Staff Representative, Local 120

**Letter of Agreement
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483 Click! Network**

**Subject: Click! Network Collective Bargaining Agreement Extension and
Opener Agreement**

Date: January 22, 2018

This Letter of Agreement (LOA) is by and between the City of Tacoma (City), and the International Brotherhood of Electrical Workers, Local 483 (Union) regarding the 2017-2018 CBA.

The parties recognize that there are pending legal challenges to the Click! Network's continued operations. These legal challenges may resolve through court order or settlement in a manner that could have significant impacts on the Click! organization.

If at any time during the term of this Agreement, Click! operations or structure need to be modified, either as a result of the lawsuit, settlement, City Council and Public Utility Board decisions, that pertain to Click! operations, the parties agree to reopen this Collective Bargaining Agreement to negotiate the implementation of any required changes. Such changes may include, without limitation, phasing out the Click! Network entirely, entering into a public private partnership, outsourcing, restructuring, etc.

For the City of Tacoma

Bill Fosbre, City Attorney
Chris Robinson, Power Superintendent
Linda McCrea, Interim Director of Utilities

For IBEW Local 483, Click! Network

Alice Phillips, Business Manager

LETTER OF AGREEMENT
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483
And
AFSCME Local Number 120
Subject: Click! Retention Incentive
Date: May 16, 2019

This Letter of Agreement (LOA) is by and between the City of Tacoma (City and/or Employer), and the IBEW Local 483 and AFSCME Local 120, herein referred to as "the Parties".

The LOA describes the Parties' agreement regarding the parameters of a retention incentive program for employees whose employment is considered essential for the continued operations of Click!.

Background

The City is exploring new avenues and how to continue providing service to Click! customers, including the potential of contracting out many functions of current Click! operating staff. As Click! continues to provide service until decisions are reached, the parties recognize that certain employees and/or positions are considered "essential" to continue operations. As recognition of this, the Parties have agreed to the following as compensation for a retention incentive for specifically identified employees.

Agreement

1. Essential Employees Defined: The Parties agree to incentivize the retention of employees that are deemed essential by management, at its sole discretion, to the continued operation of Click! These essential employees are listed on "Exhibit A" to this LOA. Only employees identified as "essential" may qualify for the retention incentive under the terms of this LOA.
2. Timeline for Payment: Upon completion of their time as deemed "essential" by the Director of Tacoma Public Utilities, or until Click! ceases operations as a City-owned entity, or until the City Council and Public Utilities Board adopt a resolution to end the pursuit of a public-private partnership agreement, whichever is first, "essential" employees shall receive a one-time lump sum payment of fifteen thousand dollars (\$15,000) in compensation for their successful contribution to the transition of Click! operations. The parties recognize that the successful completion of an employee's time as deemed "essential" may differ between employees based upon the business needs of the Click! organization. Accepting this incentive shall not prohibit employment at the City in another capacity after the time period is served. The Employee shall also be eligible for benefits under the terms of "Click! Employee Severance LOA" upon completion of this period if the employee does not achieve employment in another position within the City.

There does not have to be a break in City employment for an employee to qualify for this incentive.

3. Floating Holidays: Throughout the time period an employee is deemed "essential" under the provisions of paragraph #2 of this LOU, such employees shall receive one (1) Floating Holiday (eight hours) every two months during the time they are employed with Click!. The first Floating Holiday will be awarded April 1, 2019, with subsequent days awarded every two months thereafter (eg: June 1, 2019, August 1, 2019, etc.) These Floating Holidays will be subject to customary usage and cash out restrictions, consistent with TMC 1.12.200(2).
4. Processed Through Payroll: This one time lump sum will be processed through the City's payroll system and is subject to taxes as required by state and federal law. Consistent with the TMC, lump sum payments are not considered in TERS contributions or benefit calculations.
5. Ineligible for Retirement Incentive: Click! employees listed as "essential" under the terms of this LOA are not eligible for participation in any retirement incentive program the time period when an employee is deemed "essential."

This Letter of Agreement shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

FOR THE CITY:

Elizabeth Pauli 5/13/19
City Manager

Jackie Flowers 5/15/19
Director of Utilities/CEO

Dylan Carlson
Sr Labor Relations Manager 5/2/19

Andy Cherullo 5/10/19
Finance Director

Attest:
Doris Sorum 5/16/19
City Clerk

Approved as to form:
Paul Goulding 5/7/19
Deputy City Attorney

FOR THE UNION:

Alice Phillips 4/29/19
Business Manager, IBEW Local 483

Miguel Morga 5/2/19
Staff Representative, Local 120

"Exhibit A" to Click! Employees Retention Incentive Letter of Agreement

Click! Network Essential Personnel (Represented)

First	Last	Bargaining Unit	Classification
Brenda	Pence	483 Clerical	Financial Assistant
Timothy	Hogan	483 Click	Telecom Network Tech +10%
Matthew	Roy	483 Click	Network Oper Ctr Tech +10%
Barbara	Whitmore	483 Click	Network Oper Ctr Tech +10%
Dave	Klock	483 Supervisors	Telecommunications Supervisor, Asst



RESOLUTION NO. U-11141

A RESOLUTION relating to Tacoma Power; approving a Letter of Agreement ("LOA") between the City and the International Brotherhood of Electrical Workers, Local 483, Click! Unit ("IBEW").

WHEREAS the City of Tacoma, Department of Utilities, Light Division (d.b.a. "Tacoma Power"), Click! Unit, and IBEW have proposed a LOA in regards to classifications impacted by the transition plan for the Click! Business Transition Agreement, and

WHEREAS the LOA sets forth compensation and work rules for employees in the classifications of:

- 5540 Telecommunications Network Construction Technician
- 5543 Telecommunications Network Technician
- 5516 Telecommunications Utility Worker, and

WHEREAS on March 31, 2020, employees in these impacted classifications will receive a one-time lump sum payment of \$700.00, and effective April 1, 2020, wages for the classifications will increase by 2.25 percent, and

WHEREAS the LOA also provides for the consolidation of the classifications of 5540 Telecommunications Network Construction Technician and 5543 Telecommunications Network Technician, into a single classification of 5540 Network Construction Technician, effective April 1, 2020, and the placement of the incumbents in the consolidated classification, and

WHEREAS, at the request of the incumbents in the impacted classifications, and agreed to by all parties, IBEW 483 Click! will cease to be the authorized bargaining representative for these classifications, and this



responsibility will be moved under the IBEW Local 483, Tacoma Power Unit, effective upon the date of ratification of this Resolution as well as the certification of the new unit by the Public Employment Relations Commission (PERC), and

WHEREAS also included in the LOA, are changes to incorporate work rules and merge language in Articles 10, 13, 17, and 19 of the Agreement with the IBEW Local 483 Click! Unit, into the Agreement with IBEW 483 Power Unit, with the intent to fully incorporate the aforementioned work rules into a successor CBA, and

WHEREAS it is in the best interests of the City that the proposed LOA negotiated by the Union and the City be approved; Now, therefore,

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

That the LOA between the City and the IBEW is approved, all actions taken by Tacoma Water in the approval and execution of the LOA are ratified, and the City Council is requested to concur in the approval, and authorize the proper officers of the City to execute the LOA substantially in the form on file with the Clerk of the Board and as approved by the City Attorney.

Approved as to form:



for Chief Deputy City Attorney

Chair

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: February 12, 2020
DATE: January 31, 2020

SUMMARY:

A resolution recommending adoption of a Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Click! Unit, regarding classifications impacted by the transition plan for the Click! Business Transition Agreement.

BACKGROUND:

The resolution will recommend adoption of a Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers (IBEW), Local 483, Click! Unit. The Letter of Agreement is scheduled to be considered by the City Council as a resolution on February 18, 2020.

The Letter of Agreement (LOA) sets forth compensation and work rules for employees in the classifications of 5540 Telecommunications Network Construction Technician, 5543 Telecommunications Network Technician and 5516 Telecommunications Utility Worker. Employees in these impacted classifications on March 31, 2020 will receive a one-time, lump sum payment of \$700.00. Effective April 1, 2020 wages for the classifications will increase 2.25 percent.

The LOA also provides for the consolidation of the classifications of 5540 Telecommunications Network Construction Technician and 5543 Telecommunications Network Technician, into a single classification of 5540 Network Construction Technician, effective April 1, 2020, and the placement of the incumbents in the consolidated classification.

At the request of the incumbents in the impacted classifications, and agreed to by all parties, IBEW 483 Click! will cease to be the authorized bargaining representative for these classifications, and this responsibility will be moved under the IBEW Local 483, Tacoma Power Unit, effective upon the date of ratification of this Resolution as well as the certification of the new unit by the Public Employment Relations Commission (PERC).

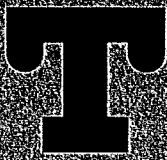
Also included in the LOA are changes to incorporate work rules and merge language in Articles 10, 13, 17, and 19 of the agreement with the IBEW Local 483 Click! Unit into the agreement with IBEW 483 Power Unit, with the intent to fully incorporate the aforementioned work rules into a successor CBA.

ATTACHMENTS:

Letter of Agreement
Fiscal Impact Memorandum as provided by the Management Services Office

CONTACT:

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



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager
From: Jim Sant, Deputy Director for Administration, Management Services
Date: January 30, 2020
Subject: Fiscal Impact of 483 Network Construction Technicians and Workforce Transition LOA

Background:

A Tentative Agreement between the City of Tacoma and the Local 483 bargaining unit has been reached for a Letter of Agreement regarding the transition plan for the Telecommunications Utility Worker (5516), Telecommunications Network Construction Technician (5540), and Telecommunications Network Technician (5543) classifications.

Effective April 1, 2020, the City will consolidate the Telecommunications Network Construction Technician (5540), and Telecommunications Network Technician (5543) into a single classification. That new classification will be the Network Construction Technician (5540) classification.

The revised Network Construction Technician (5540) classification will be classified, overtime category C, eligible for longevity, and the following will apply.

1. Effective April 1, 2020 wages for the Network Construction Technician 5540 classification shall be as follows. Wage scale calculations include the twenty-five cent Retirement Health Savings (RHS) contribution. Rates are shown with the twenty-five cents subtracted.

Code	Job Title	1	2	3	4	5	OT	Notes
55400	Network Construction Technician	34.30	36.02	37.81	39.70	41.68	C	+25 to RHS

2. Effective April 1, 2020, employees appointed to the revised Network Construction Technician (5540) classification will be placed at a salary step as follows.

Employee Name	Salary Step Placement
Thomas West	Step 4, Network Construction Tech
Kenneth Bagley	Step 4, Network Construction Tech
Joseph Elliott	Step 4, Network Construction Tech
Christopher Bodine	Step 2, Network Construction Tech
Timothy Hogan	Step 4, Network Construction Tech
Craig Taylor	Step 4, Network Construction Tech
Randy Sherman	Step 4, Network Construction Tech



3. Employees appointed to the revised Network Construction Technician (5540) classification will be eligible to progress to the next step, six (6) months following appointment and every twelve (12) months thereafter.
4. Effective April 1, 2020, wages for the revised Network Construction Technician (5540) classification will be further increased by two and one quarter percent (2.25%).

Telecommunications Utility Worker classification

The Telecommunications Utility Worker (5516) classification will be classified, overtime category C, eligible for longevity, and the following will apply.

1. Effective April 1, 2020, wages for the Telecommunications Utility Worker (5516) classification shall be as follows. Wage scale calculations include the twenty-five cent Retirement Health Savings (RHS) contribution. Rates are shown with the twenty-five cents subtracted.

Code	Job Title	1	2	3	4	5	OT	Notes
55160	Telecommunications Utility Worker	22.02	23.13	24.30	25.53	26.82	C	+.25 to RHS

2. Effective April 1, 2020 incumbent employee Raymond Pia will be placed at salary step 3 of the revised Telecommunications Utility Worker (5516) classification wage scale.
3. Effective April 1, 2020, wages for the Telecommunications Utility Worker (5516) classification will be further increased by two and one quarter percent (2.25%).
4. No later than October 1, 2020, incumbent employee Raymond Pia will be offered the opportunity to promote to the revised Network Construction Technician (5540) classification. If accepted, Mr. Pia will be placed at a salary step in the new range at the nearest step to his previous hourly rate that would result in a minimum of a 5% increase.

Lump Sum Payment

Employees in the impacted classifications on March 31, 2020 will receive a one-time lump sum payment of seven hundred dollars (\$700.00).

Financial Impact:

Job Classification	FTEs	Increase
55400 Network Construction Technician	7	\$41,837
55160 Telecommunications Utility Worker	1	\$7,593

Summary:

These wage adjustments are included in the 2019-2020 Adopted Biennial Budget.

Concur:

A handwritten signature in blue ink, appearing to read "Jackie Flowers", with a long horizontal flourish extending to the right.

Jackie Flowers, Director of Utilities, CEO

LETTER OF AGREEMENT
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483

Subject: *Network Construction Technicians*
and Workforce Transition Agreement

Date: _____

This Letter of Agreement (LOA) is by and between the City of Tacoma (City and/or Employer), and the IBEW Local 483, herein referred to as "the Parties".

The LOA describes the Parties' agreement regarding the transition plan for the following classifications: Telecommunications Utility Worker (5516), Telecommunications Network Construction Technician (5540), and Telecommunications Network Technician (5543), herein referred to as "Impacted Classifications".

Background

Pursuant to Resolution 40468, the Tacoma City Council has authorized execution of the Click! Business Transaction Agreement. It is expected the City of Tacoma will cease to be the operator of the Click! Network during calendar year 2020.

Tacoma Power will retain ownership of the HFC (Hybrid Fiber Coax) network and will continue to maintain the HFC network in order to manage Tacoma Power infrastructure. This work has historically been performed by employees in the Impacted Classifications and is anticipated to be assigned within the Tacoma Power Transmission and Distribution Section.

Agreement

Now, therefore, the Parties agree to the following terms:

Clause 1. Representation:

The Impacted Classifications are currently represented by the IBEW Local 483 Click! bargaining unit. The execution of the Click! Business Transaction Agreement represents a significant change in circumstances impacting the community of interest of the Impacted Classifications. At the request of the incumbents in the position, the City recognizes IBEW Local 483 Power as an appropriate bargaining unit.

IBEW Local 483 Click! will cease to be the authorized bargaining representative for the Impacted Classifications. The City will voluntarily recognize IBEW Local

483 Power as the authorized bargaining representative for the Impacted Classifications. Any grievances pending on or before the effective date of this Letter of Agreement shall continue to be addressed by IBEW Local 483 Click! representatives and processed under the IBEW Local 483 Click! grievance procedure until resolved. As of the effective date of this Letter of Agreement, all new grievances shall be resolved with IBEW Local 483 Power.

This change in representation shall be effective upon Council ratification *and* certification of the new unit by the Public Employment Relations Commission.

Clause 2. Seniority:

The parties agree to the following terms regarding seniority for the purposes of layoff of employees in the classifications of Telecommunications Utility Worker (5516), Telecommunications Network Construction Technician (5540), and Telecommunications Network Technician (5543).

Tacoma Municipal Code 1.24.900.B provides that in the event of layoff, where seniority does not establish a definite seniority differential, the order of layoff shall be determined by the relative standing on the eligible list from which appointed. Because some employees listed below in the Impacted Classifications share the same seniority dates as a result of a non-competitive appointment to their classification, the Parties agree to use initial hire date with the City to break any ties in Seniority. The classification seniority date and initial hire date for employees is listed below for convenience.

Employee Name	CSC	Job Title	Class Seniority Date	Initial Hire Date
Raymond Pia	5516	Telecom Utility Worker	1/1/2003	9/28/1998

Employee Name	CSC	Job Title	Class Seniority Date	Initial Hire Date
Thomas West	5540	Telecom Network Const Tech	9/11/2000	1/12/1998
Kenneth Bagley	5540	Telecom Network Const Tech	9/11/2000	2/23/1998
Joseph Elliott	5540	Telecom Network Const Tech	9/11/2000	4/20/1998
Christopher Bodine	5540	Telecom Network Const Tech	8/20/2018	9/23/2008

Employee Name	CSC	Job Title	Class Seniority Date	Initial Hire Date
Timothy Hogan	5543	Telecom Network Technician	9/11/2000	2/17/1998
Craig Taylor	5543	Telecom Network Technician	9/11/2000	2/23/1998
Randy Sherman	5543	Telecom Network Technician	9/11/2000	3/9/1998
Todd Swiger	5543	Telecom Network Technician	9/11/2000	4/13/1998
John Clements	5543	Telecom Network Technician	9/11/2000	4/20/1998

Clause 3. Classification Consolidation and Compensation

In order to meet the evolving business needs of the City, the City will consolidate the Telecommunications Network Construction Technician (5540), and Telecommunications Network Technician (5543) into a single classification. That new classification will be the Network Construction Technician (5540) classification. For incumbent employees in the Telecommunications Network Technician (5543) classification, the City may petition the Civil Service Board for a noncompetitive appointment consistent with Tacoma Municipal Code 1.24.570.

The revised Network Construction Technician (5540) classification will include, as a minimum qualification, that employees obtain a valid Class A Commercial Driver's License (CDL) prior to the completion of probation, with maintenance thereafter.

Current employees appointed to the revised Network Construction Technician (5540) classification will have up to nine (9) months following appointment to the classification to obtain a CDL, with maintenance thereafter. Should an employee be unable to obtain or maintain a CDL due to a medical condition, the City will continue to follow the Americans with Disabilities Act, and participate in the interactive reasonable accommodation process where appropriate. Such training will occur at the employer's expense and at a date and location as determined by management. Once an employee obtains their CDL, City policies and all applicable federal and state law requirements regarding employees with CDLs who drive a City of Tacoma vehicle will apply, including but not limited to alcohol and substance abuse testing requirements.

The revised Network Construction Technician (5540) classification will include, as a minimum qualification, that employees complete Fiber Optics 1-2-3 training and obtain Electronics Technicians Association (ETA) Fiber Optics Installer (FOI) certification within twelve (12) months of appointment. Such training will occur at the employer's expense and at a date and location as determined by management.

Wages for the revised Network Construction Technician (5540) classification shall be established effective April 1, 2020 as follows. Wage scale calculations include the twenty-five cent Retirement Health Savings (RHS) contribution. Rates are shown with the twenty-five cents subtracted.

Code	A	Job Title	1	2	3	4	5	OT	BARG	Notes
55400		Network Construction Technician	28.56 34.30	29.99 36.02	31.49 37.81	33.07 39.70	34.72 41.68	C	L	+.25 to RHS

In recognition of employee tenure and previous relevant experience, employees appointed to the revised Network Construction Technician (5540) classification will be placed at a salary step as follows.

Employee Name	4/1/2020 Salary Step Placement
Thomas West	Step 4, Network Construction Tech
Kenneth Bagley	Step 4, Network Construction Tech
Joseph Elliott	Step 4, Network Construction Tech
Christopher Bodine	Step 2, Network Construction Tech
Timothy Hogan	Step 4, Network Construction Tech
Craig Taylor	Step 4, Network Construction Tech
Randy Sherman	Step 4, Network Construction Tech

These employees will be subject to a six (6) month probationary period and shall be eligible to progress to the next step six (6) months following appointment and every twelve (12) months thereafter, if applicable.

Effective April 1, 2020, wages for the revised Network Construction Technician (5540) classification will be further increased by two and one quarter percent (2.25%), consistent with Section 20.2 of the IBEW Local 483 Power CBA.

The revised Network Construction Technician (5540) classification will be classified, overtime category C, eligible for longevity, and represented by the IBEW Local 483 Power bargaining unit pursuant to Clause 1, above, subject to Council approval. RHS contributions will not be deducted retroactively.

Clause 4. Telecommunications Utility Worker classification

Wages for the Telecommunications Utility Worker (5516) classification shall be established effective April 1, 2020 as follows. Wage scale calculations include the twenty-five cent Retirement Health Savings (RHS) contribution. Rates are shown with the twenty-five cents subtracted.

Code	A	Job Title	1	2	3	4	5	OT	BARG	Notes
55160		Telecommunications Utility Worker	20.15 22.02	21.16 23.13	22.21 24.30	23.32 25.53	24.49 26.82	C	L	+.25 to RHS

Effective April 1, 2020, wages for the Telecommunications Utility Worker (5516) classification will be further increased by two and one quarter percent (2.25%), consistent with Section 20.2 of the IBEW Local 483 Power CBA.

No later than October 1, 2020, incumbent employee Raymond Pia will be offered, in writing, the opportunity to promote to the revised Network Construction

Technician (5540) classification. Mr. Pia will have ten (10) business days from the date of the written offer to notify his supervisor in writing if he wishes to promote.

The Telecommunications Utility Worker (5516) classification will be classified, overtime category C, eligible for longevity, and represented by the IBEW Local 483 Power bargaining unit pursuant to Clause 1, above, subject to Council approval. RHS contributions will not be deducted retroactively.

Clause 5. Work Rules

In order to provide continuity of operations, Articles 10, 13, 17, and 19 of the IBEW Local 483 Click! CBA are incorporated into this LOA as amended below. Except as specifically modified by this document, work rules shall be governed the IBEW Local 483 Power Division CBA. In the event of a conflict, this document shall prevail. It is the intent of the parties to incorporate these work rules into a successor CBA.

ARTICLE 10 – SELECTION OF PERSONNEL

Section 10.1 – Lead Positions

- a. Employees who are interested in the assignment of duties associated with the lead application of rate shall sign up on a standing interest list which shall be posted.
- b. Selection will be made from within each classification for the respective lead positions.
- c. Employees must have permanent status to be considered for Lead positions.
- d. Selections shall be based on the following:
 - Knowledge
 - Skills
 - Abilities
 - If all factors are equal, seniority shall prevail
- e. Employees covered by this agreement who are designated by Management as Lead shall receive an additional ten percent (10%) above their current step for a minimum of two (2) hours.

Section 10.2

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

Section 10.3 Notwithstanding anything contained herein, Management need not consider the request of an employee who does not possess the knowledge, skill, adaptability and physical ability required for the job for which the application is made.

Section 10.4 In the event that an employee with the greatest seniority is not selected for a lead position, Management shall, upon written request of the employee, submit in writing the reason(s) for the choice and identify areas for improvement.

ARTICLE 13 – GENERAL WORKING RULES

Section 13.1 – Training

- a. When selecting personnel for training necessary for the classification, consideration will be given to classification seniority.
- b. ~~Non probationary employees may apply to CLICK! for a 75% tuition payment for the Installer/Technician training module through the National Cable Television Institute (NCTI). NCTI courses are to be completed by employees on their own time. Upon course completion, the employee is eligible to be reimbursed for the up front tuition payment of 25%.~~
- ~~— The last paycheck of any employee who voluntarily leaves CLICK! within eighteen (18) months of NCTI course completion will be reduced by the amount of tuition paid by CLICK!.~~
- c. Annual membership dues for the Society of Cable Telecommunications Engineers (SCTE) will be paid for by the City for employees who wish to join. Employees pursuing SCTE certification will be reimbursed for one certification exam at each level upon attaining a passing score. SCTE meetings and exams are to be completed by employees on their own time.
- d. To encourage career development and advancement, employees may be assigned by management to ride along with and observe the work of other employees. Employees covered by this agreement that participate in such activities will be paid at the current rate for the participating employee's particular classification. Providing assistance to the other employees that is of an incidental or minor nature shall not constitute work out of class.
- e. Training provided by the City of Tacoma shall be made available to all employees and employees may request the training through their supervisor.

Section 13.2 ~~Board and lodging shall be furnished for all employees sent temporarily to work sites where commuting is impractical. When necessary, overnight board and lodging shall be as provided for in Tacoma Municipal Code section 1.12.100.~~

Section 13.3 It is the policy of the City of Tacoma to pay employees on a bi-weekly basis. On those occasions when payday falls on a holiday, the policy of the City is to pay the employees on the preceding day.

In the event a discrepancy should occur in an employee's paycheck, the Department shall forthwith take steps to adjust the error, which in most instances will be reflected in the check of the following pay period.

Section 13.4 An employee temporarily designated to perform the work of a higher classification shall receive a two (2) hour minimum at the rate of pay for the higher classification.

Section 13.5 ~~Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty more than one-half (1/2) day, they shall be paid for a full day. This section shall not apply to employees relieved from duty for cause or at their own request.~~

Section 13.6 ~~Unsafe Conditions and/or Equipment~~ If an employee is unable to complete an assignment he shall immediately contact the supervisor to receive further instructions. Special note must be made of extraordinary hazards and this information must be given to all persons that are later required to do the same job. The reasons for not completing the work must be put in writing and be

~~given to the supervisor by the end of the shift. The employee shall not be disciplined for turning down a job that he believes is unsafe.~~

Section 13.7 – Shift Changes Permanent changes in shifts shall be posted for a minimum of seven (7) days and bid in order of seniority. Employees, within their classification, shall be permitted to change days, standby and/or shifts among themselves, with the consent of the supervisor provided the Department incurs no extra expense.

Section 13.8 – Time Off An employee shall be entitled to take time off from their regularly scheduled shift equal to their earned vacation or PTO accrual. All planned time off and vacation shall be scheduled by seniority, provided that application made after March 1 of each year shall be scheduled subject to availability of relief. PTO and vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

~~Section 13.9 – Daylight Saving Time Transition Employees on shift during the transition to and from daylight saving time will receive pay for the actual number of hours worked on the affected shift. All leave will be charged based on the number of hours scheduled to work.~~

Section 13.10 – Overtime rules shall be consistent with the 483 Power CBA Sections 14.3(a) (b) (c) (d) (e) and (f) unless otherwise stated below.

- a. Overtime will be offered to permanent employees on a voluntary basis. In the event an insufficient number of employees volunteer for overtime work, other qualified employees in the T&D section shall be offered the overtime. If at that time there is still an insufficient number of employees to perform the work, the work shall be assigned in inverse order of seniority. Management will attempt to distribute overtime work in an equitable manner. Based on weekly records, permanent employees with the least amount of overtime shall be offered the overtime first. Current records of overtime shall be made available to employees and the Union upon reasonable request.
- b. An employee called to perform overtime work shall be paid from the time he/she reports to the Administration Building or the job site, as they are assigned.
- c. Overtime may be paid in the form of wages, equivalent compensatory time off or a combination thereof. Compensatory time may only be earned with prior approval from the Power Superintendent or their designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.
 1. The overtime rate of two (2) times the straight time rate of pay shall be paid for all hours worked in excess of the employee's scheduled shift (workday) or any hour worked over 40 hours per week.
- d. An employee called back from scheduled vacation/PTO shall be compensated at the overtime rate of pay.
- e. ~~When a City-observed holiday falls outside an employees' scheduled work shift, the employee shall receive eight (8) hours of pay at the straight time rate for the holiday. When an employee is scheduled to work on a City-observed holiday, he/she shall receive eight (8) hours of holiday pay at the straight time rate and one and one-half (1 ½) the straight rate of pay for actual hours worked.~~

~~For the employees in the classification of Network Operations Center (NOC) Technician, assigned to the Network Service Assurance (NSA) section, the holiday shall mean the national observance day.~~

~~For all other personnel in the classifications of Network Operations Center (NOC) Technician, Telecommunications Technician I's, Telecommunications Construction Technician, Telecommunications Network Technician and Telecommunications Utility Workers, it shall mean the City observance day.~~

- f. A minimum of two (2) hour's overtime pay shall be allowed for work outside an employee's regular shift unless the overtime immediately precedes their shift by less than two (2) hours or follows the regular shift.

Section 13.11 – Meal Allowances

- ~~a. In addition to an unpaid lunch period during a regularly scheduled shift, an employee who works four (4) hours before or four (4) hours after their normal shift shall be eligible for a meal allowance of \$15.00. Meal allowances will be paid at 4-hour intervals only for work outside the regularly scheduled shift.~~
- ~~b. The meal allowance will be added to the employee's time card and will be paid with the regular payroll.~~

Section 13.12 – Adequate time will be allowed for employees to complete assigned job tasks to the quality and standard expected by management.

Section 13.13 Clothing Allowance.

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

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

- ~~b) All permanent employees in the classification of Telecommunications Technician I and Telecommunications Network Technician will be provided seven (7) shirts per year, one (1) jacket every two (2) years and shall receive \$350 annually for a clothing allowance. Uniforms will be issued and clothing allowance shall be paid in the first pay period in January. New employees beginning employment after the first regular pay period of January shall receive a prorated amount in clothing allowance. If shirts or jackets become worn or otherwise unacceptable due to working conditions, replacement(s) may be provided in exchange for worn out garment(s). Employees are expected to dress in clothing that is clean, free of tears or rips and logos (except Click! logos), and comply with all Federal and State Safety requirements. Pants should be Carhartts or similar work-style, and dark blue, black or brown in color. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated will not receive this allowance. Laundry services will not be provided to employees covered under this section.~~

Section 13.14 – Tools and Equipment. Tools, gloves and safety equipment including crawl suits and boot covers, shall be issued to employees in the classifications of Telecommunications Utility Worker, Telecommunications Technician I, Telecommunications Network Technician, and Telecommunications and Network Construction Technician on an as-needed basis.

Section 13.15 Safety-Related Footwear. All permanent employees in the classifications of Telecommunications Utility Worker, Telecommunications Technician I, Telecommunications Network

Technician, and Telecommunications and Network Construction Technician shall be eligible for a \$150 annual allowance for the purchase of appropriate safety-related footwear. The allowance shall be paid in the first pay period of January each year. Eligible employees are those employees who are currently employed and hold permanent status. Employees who are separated, or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Descriptions of appropriate footwear are available from the supervisor. Safety-related footwear must be worn at all times while on duty.

~~Section 13.16 Vault Pay. Any employee assigned to work in a vault or manhole that exceed 60" in depth and contains either exposed energized secondary bus or energized primary wire or equipment, shall be paid a three percent (3%) application of rate above their regular rate of pay for the time actually worked in the vault.~~

ARTICLE 17 – WORK RULES Telecommunications Utility Worker

Section 17.1 – Work Shifts:

- a. The standard work shift for Telecommunications Utility Workers shall be five (5) consecutive shifts of eight (8) hours between the hours of 7:00 AM to 3:30 PM, Monday through Friday, exclusive of an unpaid 30-minute lunch.
- b. ~~At the discretion of management the eight (8) hour shifts may be scheduled during the hours of 7:00 AM to 7:00 PM with thirty (30) days notice to the Union.~~
- c. Alternative schedules may be established by mutual agreement between the Union and Management. All shifts shall be in compliance with the requirements of the Fair Labor Standards Act.
- d. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break within sixty (60) minutes of the midpoint of the shift or when scheduled, the employee must contact the supervisor for further instructions. With proper approval, work through the lunch period will be compensated at the overtime rate.

~~Section 17.2 Training: In-house training related to Telecommunications and safety will be made available on a periodic basis.~~

Section 17.3 Employees will be allowed up to thirty (30) minutes prior to the end of the employees established shift to finish any necessary paperwork, restock Click! vehicles with needed supplies, clean up as needed, and/or wash and maintain the vehicles.

Section 17.4 – Training Incentive Non-probationary employees in this classification who successfully complete CLI Signal/Meter training and/or a twenty-four (24) hour vocational pole climbing training will advance, for each training, one pay step at the beginning of the pay period following proof of successful completion without regard to the normal step progression. This training incentive does not affect/change the employee's hire date and/or anniversary date. Employees must make a written request for the training. Training will be made available within six (6) months of the receipt of a written request.

ARTICLE 19 – WORK RULES Telecommunications Network Construction Technician

Section 19.1 Hours of Work-Section

- a. The standard shift for Telecommunication Network Construction Technicians shall be five (5) consecutive shifts of eight (8) consecutive hours (exclusive of an unpaid thirty (30) minute lunch period) between the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday.

- b. Alternative shifts may be established by mutual agreement between the Union and Management. All shifts shall be in compliance with the requirements of Local 483 Power CBA the Fair Labor Standards Act.
- c. Employees shall make every effort to take lunch and breaks as scheduled. In the event an employee is unable, due to workload, to take a lunch break, they must contact the supervisor in advance with proper approval to work through the lunch period. If work necessitates working through lunch, the lunch period will be compensated at the overtime rate.

~~Section 19.2 – Inclement Weather Telecommunication Network Construction Technicians reporting for work during regular working hours, when weather conditions are such that they cannot perform their normal duties, shall receive two (2) hours show up pay. Show up pay shall be defined as pay at the straight time rate and requires employees to be present and ready for work. When Telecommunication Network Construction Technicians cannot perform their regular work due to weather conditions, the supervisors may assign other work on a voluntary basis. Employees may use leave without pay or accrued vacation if regular work is not available.~~

~~Section 19.3 – SCTE Training Opportunity Incentive Telecommunication Network Construction Technicians may request to participate in coursework related to the who complete a Society of Cable Telecommunications Engineers (SCTE) certification. Approval for such coursework will be approved when, in the sole discretion of Management, there will be no untenable consequence to staffing levels and adequate training funds are available. course from the accepted list and receive the certification, will be advanced one pay step at the beginning of the pay period following proof of a successful completion without regard to the normal step progression. This training incentive does not affect/change the employee's hire date and/or anniversary date. Proof of certification must be provided upon request. Tuition reimbursement is available according to the provisions stated in Article 14 of this contract.~~

<u>SCTE CERTIFICATION</u>	<u>RELATED AREA OF TECHNICAL EXPERTISE</u>
Broadband Telecom Center Specialist (BTCS)	Telecommunications center (headend) video, voice and data
Broadband Premises Technician (BPT)	More Advanced Customer Premises Triple Play
Broadband Premises Expert (BPE)	Scheduled to be offered starting April 1, 2009
Digital Video Engineering Professional (DVEP)	Digital video systems engineering
Broadband Distribution Specialist (BDS) & Step 5 Skills Test	

Section 19.4 Standby Pay

- a. Length of Rotation: Standby shall be rotated on a weekly basis.
- b. Rotation: The rotation list shall be posted. All Network Construction Technicians will be on the standby rotation. However, employees may elect not to perform their rotation if they find another employee to replace them. It is up to the employee to find a replacement for their rotation and they must have management approval prior to the change in assignment and ensure Dispatch is aware of the change.
- c. Standby Pay: Employees shall be paid three dollars (\$3.00) per hour while assigned in a standby capacity. The employee will not receive standby during the period of time he/she is receiving overtime.

- d. Response Time: The employee shall respond to Dispatch within fifteen (15) minutes of receiving a call and report to the work area no more than one (1) hour from the initial call within normal conditions. Exceptions may be made for current employees.
- e. Minimum Call Out: Standby personnel shall receive a minimum of two (2) hours pay at the overtime rate for all hours worked up to two (2) hours. All time worked in excess of two (2) hours will be paid based on the actual amount of time worked.

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

Clause 6. Severance

Employees in Impacted Classifications maintaining employment at the City of Tacoma shall not be eligible for Severance under the terms of the May 16, 2019 Click! Employee Severance Letter of Agreement.

Employees in Impacted Classifications who are laid off as a result of the Click! Business Transaction Agreement by and between Tacoma Power and Rainier Connect shall be eligible for Severance under the terms of the May 16, 2019 Click! Employee Severance Letter of Agreement, regardless of the status of the change in bargaining unit representation described in Clause 1, above.

Clause 7. Essential Employees

Employees deemed "essential" under the terms of the May 16, 2019 Click! Retention Incentive LOA and who held permanent status in one of the Impacted Classifications shall be determined to have completed their time as deemed "essential" following the execution of this Letter or Agreement. These essential employee(s) will then receive their one-time lump sum payment of fifteen thousand dollars (\$15,000) and cease to accrue the additional two Floating Holidays as described in the Retention LOA. This retention incentive payment shall apply regardless of the status of the change in bargaining unit representation described in Clause 1, above.

Clause 8. Lump Sum Payment

In recognition of the transition from a January general wage increase to an April general wage increase, employees in the Impacted Classifications on March 31, 2020 will receive a one-time lump sum payment of seven hundred dollars (\$700.00).

Clause 9. Implementation

This Agreement will be effective April 1, 2020, with the exception of the change in representation described in Clause 1, which shall be effective upon Council

ratification *and* certification of the new unit by the Public Employment Relations Commission.

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to immediately renegotiate any part or provisions in this Agreement rendered or declared invalid.

This Letter of Agreement shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

FOR THE CITY:

FOR THE UNION:

Elizabeth Pauli Date
City Manager

Alice Phillips Date
Business Manager, IBEW Local 483

Jackie Flowers Date
Director of Utilities/CEO

Dylan Carlson Date
Senior Labor Relations Manager

Andy Cherullo Date
Finance Director

Approved as to form:

Paul Goulding, Date
Deputy City Attorney



RESOLUTION NO. U-11142

1 A RESOLUTION authorizing City officials to enter into a Supplementary
2 Environmental Project Agreement with Emerald Services, Inc. related to
3 the creation of an Electric Vehicle Charging Station Fund.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light
5 Division, (d.b.a. "Tacoma Power") is requesting approval to enter into a
6 Supplementary Environmental Project Agreement with Emerald Services, Inc.,
7 to provide funding for the creation of an Electric Vehicle Charging Fund, and

8 WHEREAS Emerald Services, operates a used oil recycling and refinery
9 facility in Tacoma, WA, and between December 2018 and May 2019, the Puget
10 Sound Clean Air Agency (PSCAA) sent three notices to Emerald Services, Inc.,
11 for violating the PSCAA's sulfur emission limit, and

12 WHEREAS as part of the settlement of the penalties without admission
13 of liability, Emerald Services, Inc. has entered into an agreement with the
14 PSCAA that will allow Emerald Services, Inc. to fund Supplemental
15 Environmental Projects to mitigate the effects of Emerald Service's emissions,
16 and
17

18 WHEREAS with approval of the Public Utility Board, Tacoma Power will
19 enter into a Supplementary Environmental Projects Agreement which will
20 require Emerald Services to provide \$825,750.00, for the creation of an Electric
21 Vehicle Charging Fund, and
22

23 WHEREAS Tacoma Power's Energy Research and Development group
24 will design programs funded by monies from the Electric Vehicle Charging
25 Station Fund for the following charging infrastructure projects:
26



1 1. Cargo Handling Equipment -- \$225,000 towards the installation of
2 electric infrastructure and charging equipment for battery electric cargo handling
3 equipment and material handling equipment;

4 2. Public EV Charging -- \$350,000 towards the installation of new electric
5 infrastructure and charging equipment to support level 2 and level 3 public
6 charging; and

7 3. Multi-dwelling Unit Charging -- \$250,750 towards the retrofit of electric
8 infrastructure and purchase of charging equipment to support level 2 charging
9 projects; and
10

11 WHEREAS these electric infrastructure projects funded by Emerald
12 Services, Inc., in line with other Tacoma Power efforts, can help increase the
13 use of vehicles fueled by clean, renewable, local power, and

14 WHEREAS Tacoma Power agrees to provide quarterly reports to
15 Emerald Services, Inc. and the PSCAA, detailing the expenditures made from
16 the Electric Vehicle Charging Fund until the Agreement terminates on
17 December 31, 2021, and
18

19 WHEREAS Tacoma Power agrees to surrender any remaining money in
20 the Electric Vehicle Charging Fund to the PSCAA no later than February 1,
21 2022; Now, therefore,

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

23 That the Supplementary Environmental Project Agreement with Emerald
24 Services, Inc., to provide funding in the amount of \$825,750, for the creation of
25 an Electric Vehicle Charging Station Fund, is hereby approved, and the Director
26



1 is authorized to remit any unused funds in the Electric Vehicle Charging Fund to
2 the PSCAA no later than February 1, 2022, and the proper officers of the City
3 are authorized to execute said Agreement substantially in the form as on file
4 with the Clerk of the Board and as approved by the City Attorney.

5 Approved as to form:

Chair

6

7 Chief Deputy City Attorney

Secretary

8
9 Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Cam LeHouillier, Assistant Power Section Manager
MEETING DATE: February 12, 2020
DATE: January 27, 2020

SUMMARY: Seeking Public Utility Board approval for Tacoma Power to enter into a *Supplemental Environmental Project (SEP)* with Emerald Services, Inc. to provide funding of \$825,750.00 for the creation of an *Electric Vehicle Charging Station Fund*.

BACKGROUND: Tacoma Power will use monies from the fund to support the installation of electric infrastructure and equipment for electric vehicle charging stations. Tacoma Power agrees to design the process and administer it to distribute monies for the following uses:

1. Cargo/Material Handling Equipment: \$225,000.00 to install electric infrastructure and charging equipment for battery electric cargo handling equipment (yard trucks) and material handling equipment (forklifts).
2. Public EV Charging: \$350,000.00 to install new electric infrastructure and charging equipment to support level 2 and level 3 public charging.
3. Multi-dwelling unit charging: \$250,750.00 to retrofit electric infrastructure and purchase charging equipment to support level 2 charging projects. Money distributed through this program will provide a greater contribution for properties with below market rents.

Emerald Services, Inc. operates a used oil recycling and re-refining facility at 1825 Alexander Avenue in Tacoma, WA. Between December 2018 and May 2019, the Puget Sound Clean Air Agency (PSCAA) sent three notices of violation Emerald Services, Inc. for violating the PSCAA's sulfur dioxide emission limit. For the purposes of settlement of the penalties without admission of liability, Emerald Services Inc. has entered into an agreement with the PSCAA that will allow Emerald Services, Inc. to fund an SEP to mitigate the effects of the emissions.

With the approval of the Public Utility Board, Tacoma Power's Energy Research and Development group will design programs and administer monies in the *Electric Vehicle Charging Station Fund* to increase the electrification of the transportation sector, which represents the source of over 70% of local greenhouse gas emissions. By investing in electric charging infrastructure projects that are in-line with other Tacoma Power efforts, we can help the public replace gasoline and diesel vehicles with those fueled by clean, renewable, local power.

Tacoma Power agrees to provide quarterly reports to Emerald Services, Inc. and PSCAA detailing the expenditures made from the fund until the SEP terminates on Dec 31, 2021. Tacoma Power agrees to surrender remaining money in the fund to the PSCAA no later than February 1, 2022.



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

The *Electric Vehicle Charging Station Fund* is a source of incoming funds, and not an expense.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes.

ATTACHMENTS: *Supplementary Environmental Project Agreement.*

CONTACT: Cam LeHouillier, Manager, Energy Research and Development, 253-502-8482.
Clay Norris, Power Section Manager.

**SUPPLEMENTARY ENVIRONMENTAL PROJECT AGREEMENT
BETWEEN
EMERALD SERVICES, INC.
AND
TACOMA POWER**

THIS Supplementary Environmental Project Agreement ("Agreement") is made and entered into by and between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION d.b.a TACOMA POWER, ("Tacoma Power") a municipal corporation of the state of Washington and EMERALD SERVICES, INC. a Washington State Corporation conducting business at 1825 Alexander Ave., Tacoma WA 98421 ("Emerald Services"). Collectively Tacoma Power and Emerald Services are referred to as Parties.

RECITALS

WHEREAS, pursuant to a Settlement Agreement between Emerald Services and the Puget Sound Clean Air Agency, Emerald Services has agreed to fund Supplemental Environmental Projects with Tacoma Power by providing \$825,750 to Tacoma Power for an Electric Vehicle Charging Station Fund ("Fund"), and

WHEREAS, Emerald Services, Inc. and Tacoma Power desire to enter into this Supplementary Environmental Project Agreement to specify the understanding of the Parties relative to the apportionment and use of Electric Vehicle Charging Station Fund for the Supplemental Environmental Projects ("Projects") as herein described, and

NOW THEREFORE, the parties hereto desire to set forth the terms and understanding between Emerald Services, Inc. and Tacoma Power regarding the use of the Fund.

MEMORANDUM OF UNDERSTANDING

Section 1. Purpose and Scope. The above recitals are incorporated herein. This Agreement represents the intent of Emerald Services, Inc. to provide monies for the Fund and the intent of Tacoma Power to apportion and use the monies in the Fund towards construction of the Supplemental Environmental Projects identified below. Tacoma Power intends to distribute the money to worthwhile projects by incentivizing private partners to make matching investments to further transportation electrification.

Section 2. Charging Station Program Fund and Supplementary Environmental Projects. Emerald Services shall provide Tacoma Power \$825,750.00 for the creation of the Fund. Monies in the Fund shall be used by Tacoma Power for the following Supplementary Environmental Projects in the amounts specified:

1. Cargo/Material Handling Equipment: \$225,000.00 to install electric infrastructure and charging equipment for battery electric cargo handling equipment (yard trucks) and material handling equipment (forklifts).
2. Public EV Charging: \$350,000.00 to install new electric infrastructure and charging equipment to support level 2 and level 3 public charging.
3. Multi-unit dwelling charging retrofit: \$250,750.00 to retrofit electric infrastructure and purchase charging equipment to support level 2 charging projects. Money distributed through this program will be provided in greater contribution for properties in lower income neighborhoods, and with below market rents, for the purpose of mitigating air pollutants which disproportionately affect populations of reduced means.

Section 4. Term. The term of this Agreement will begin on February 21, 2020, and will terminate on December 31, 2021. Unused funds shall be refunded to Emerald Services, Inc. no later than February 1, 2022.

Section 5. Reporting. Tacoma Power shall provide quarterly reports to Emerald Services, Inc. and PSCAA no later than the last calendar day of March, June, September, and December of 2020 and 2021. Quarterly reports shall include the following information:

- An update on procurement and installation schedule;
- Installation progress to date;
- Estimated costs spent to date; and,
- Unanticipated developments and the actions taken to address any unanticipated developments.

Section 6. Mutual Cooperation. Emerald Services and Tacoma Power intend to work cooperatively with one another to accomplish the purpose and intent of this Agreement.

Section 7. Contact Information. Communication between Emerald Services, Inc. and Tacoma Power shall be addressed to the regular place of business of each party as specified below:

Tacoma Power:

Cam LeHouillier
Manager, Energy Research and Development
Tacoma Power
3628 South 35th Street, Tacoma, WA 98409-3192
clehouillier@cityoftacoma.org

Emerald Services:

Sheila Smith
Director, Environmental Compliance
Emerald Services, Inc.
1825 Alexander Ave, Tacoma, WA 98421
ssmith@emeraldrenews.com

Section 8. Relationship of Parties. This Agreement is not intended to create any partnership, joint venture, or other arrangement between the Parties. Neither Party shall have any authority to act for or to assume any obligation or responsibility on behalf of the other. Nothing in this Agreement creates any fiduciary relationship between the Parties. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder, except as may be otherwise provided herein.

Section 9. Tacoma Power Liability. The Parties understand and agree that Tacoma Power shall not be liable pursuant to contract, in tort (including negligence), strict liability, or otherwise to Emerald Services, its agents, representatives, associated companies, or assigns, for any, direct, indirect, incidental or consequential loss, costs, liabilities, or damage whatsoever including penalties or fines associated with compliance or other regulatory agency action resulting or arising from Tacoma Power's receipt and use of the funds as specified in this Agreement.

Section 10. Governing Law. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any meditation, arbitration, or litigation arising out of this Agreement.

Section 11. Complete Agreement. Other than as expressly stated in the body of the Agreement, this Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

Dated this _____ day of _____, 2020.

EMERALD SERVICES, INC.

TACOMA POWER

Approved as to Form:

City Attorney/Deputy City Attorney

DRAFT