

2016

AGREEMENT
By and Between
the

CITY OF TACOMA

and

LOCAL NO. 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, 2016, up to and including December 31, 2016, provided that, if either party desires to terminate the Agreement on the anniversary date of December 31, 2016, 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 at least 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.

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.

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.

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, with copies to the Union Representative and Human Resources Department 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, with

the employee's authorization, 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, with the employee's authorization, 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 – BENEFITS

Section 12.1 – Vacations and Sick Leave Vacations and sick leave shall be as provided for in Section 1.12 of the Tacoma Municipal Code and the Joint Labor Agreement so long as Local 483 is signatory to that agreement.

Section 12.2 – Personal Time Off Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees hired after July, 2000 shall be enrolled in the PTO program and shall accrue time off as follows:

<u>Completed Years Of Service</u>	<u>Annual Days of PTO Leave</u>	<u>No. of hours per pay period</u>
0 through 3 years	18	5.54
4 through 7 years	21	6.46
8 through 13 years	23	7.08
14 through 18 years	26	8.00
19 years	27	8.31
20 years	28	8.62
21 years	29	8.92
22 years	30	9.23
23 years	31	9.54
24 years	32	9.85
25 years	33	10.15
26 years	34	10.46
27 years	35	10.77
28 or greater	36	11.08

- a. Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

- b. No employee shall earn more Personal Time Off in any one calendar year than the above-stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his/her appointment.
- c. Permissible uses of Personal Time Off accruals are as follows:
 - 1. Personal time off shall be taken in full hourly increments.
 - 2. Personal Time Off requests shall be submitted in writing and the appointing authority, or his/her designee, shall consider the request and shall approve or deny it.
- d. Unplanned Use of Personal Time Off is as follows:
 - 1. Personal Time Off may be used without prior approval for employee or family emergencies. If an advance written request is not possible, the employee shall notify his/her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his/her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which interferes with job performance or City operations may subject the employee to corrective action.
 - 2. Unplanned Personal Time Off may be used for on-the-job injuries during the first three days if not eligible for Worker's Compensation and as a supplement to Worker's Compensation at the rate of one-half day of Personal Time Off per day absence after the 120-day supplementary on-the-job injury benefits provided in Section 1.12.090.
 - 3. An employee who uses no more than two work days of unplanned Personal Time Off in any one calendar year (January to December) may, in January of the following year, request a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off; the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid to employees shall be paid into the Employee Benefit Trust Fund.
- e. Maximum accrual of Personal Time Off is as follows:
 - 1. Each employee may accrue a maximum of 960 hours of Personal Time Off.
 - 2. If the appointing authority, or his/her designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum allowed, the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.
- f. Compensation upon separation from City service.
 - 1. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for

the classification in which he/she was working in on the date of separation.

2. Upon the death of an employee the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he/she was working in on the date of death.
- g. Use of Sick Leave Bank.
1. An employee may choose to use sick leave if they have accruals in a sick leave bank for any reason specified in Sections 1.12.230 and 1.12.232 of the Tacoma Municipal Code, for an absence of more than three consecutive days.
 2. Depletion of Sick Leave Bank. Employees do not accrue any additional sick leave after the conversion to the Personal Time Off plan. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.

Section 12.3 – On-the-Job Injury On-the-job injury provisions shall be as provided in Section 1.12.090 of the Tacoma Municipal Code.

Section 12.4 – Holidays with Pay Holidays shall be as provided for in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement so long as Local 483 IBEW is signatory to that agreement.

Section 12.5 Medical, Dental, Life Insurance and Long-Term Disability shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement so long as Local 483 IBEW is signatory to that agreement.

ARTICLE 13 – 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 14 – GENERAL WORKING RULES

Section 14.1 – 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 14.2 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 14.3 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 14.4 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 14.5 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 14.6 – 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 14.7 – 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 14.8 – 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 14.9 – 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 14.10 – 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 14.11 – 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 14.12 – Adequate time will be allowed for employees to complete assigned job tasks to the quality and standard expected by management.

Section 14.13 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 14.14 – 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 14.15 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 14.16 –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 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 CETIFICATION</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

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. No covered employees shall be laid off while contractors are performing work that is covered by classifications within this collective bargaining agreement.

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

Effective January 1, 2016, the 2015 classification rates of pay shall increase by 1.1%. If an employee's base wage remains redlined after the January 1st increase, the employee shall receive a one-time lump sum payment in the amount of \$500.

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 _____, 2016.

City of Tacoma

IBEW Local 483
Click! Network

Director of Public Utilities

President

City Manager

Business Manager

Human Resources Director

Finance Director

Approved as to form:

Deputy City Attorney

Attest:

City Clerk

APPENDIX A –WAGE SCALES

2016 Wage Rates are as follows:

Code	Classification		2016 Rates			
5517	Network Operations Center Technician	Step 1	22.20			
		Step 2	23.31			
		Step 3	24.48			
		Step 4	25.71			
		Non-automatic, progression per LOA 6/7/2011	Step 5	26.98		
5540	Telecommunications Network Construction Technician	Step 1	26.40			
		Step 2	27.72			
		Requires passing skills test	Step 3	29.11		
		Step 4	30.56			
		Requires passing both BDS and skills test	Step 5	32.09		
5543	Telecommunications Network Technician	Step 1	29.80			
		Step 2	31.30			
		Requires passing skills test	Step 3	32.87		
		Step 4	34.51			
		Requires passing both BDS and BTS	Step 5	36.23		
5518	Telecommunications Technician 1	Step 1	23.76			
		Step 2	24.94			
		Requires passing NCTI	Step 3	26.18		
		Step 4	27.50			
		Step 5	28.86			
5516	Telecommunications Utility Worker	Step 1	18.63			
		Step 2	19.56			
		Step 3	20.53			
		Requires passing either test	Step 4	21.56		
		Requires passing both tests	Step 5	22.64		
5511	Sales and Service Representative	Step 1	19.68			
		Step 2	20.66			
		Step 3	21.70			
		Step 4	22.79			
		Step 5	23.92			

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| 2. Joint Labor Agreement RE: Retirement Health Savings Plan | Dated 2006 |
| 3. Seniority for Telecommunications Utility Worker | 11/3/2010 |
| 4. NOTC Non-Automatic Step Progression | 6/25/14 |
| 5. Sales & Service Representatives – Classification Accretion | 4/29/2014 |
| 6. Frozen AORs | 7/21/2014 |
| 7. 2016 Collective Bargaining Agreement Opener | |

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

**Subject: 2016 Collective Bargaining Agreement Opener Agreement
Date: January 1, 2016**

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

This LOA will allow either party to open the 2016 IBEW Local 483 Click! Network Collective Bargaining Agreement with a written thirty (30) day notice. In exchange, the City will provide a \$1000 lump sum payment to each employee covered by this agreement who are active as of January 1, 2016.

This opener will be for the time period of January 1, 2016 until December 31, 2016 at which time this LOA will expire.

FOR THE CITY:

FOR THE UNION:

Chris Robinson Date
Power Superintendent

Alice Phillips Date
Business Manager, IBEW Local 483

William A. Gaines Date
Director of Utilities/CEO

Joy St. Germain Date
Human Resources Director