

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

**Subject: Click! Network Sales and Service – Classification Accretion
Date: April 29, 2014**

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

Employees in the classification of Sales and Service Representative (5511) selected representation by IBEW Local 483 for purposes of collective bargaining. This was certified by the Public Employment Relations Commission (PERC) on April 26, 2013, Christie Agreement signed May 24, 2013.

It is hereby agreed that this classification is recognized as incorporated into and covered by the terms and conditions of the IBEW Local 483 Click! Network collective bargaining agreement. Further, the parties agree to the following:

WORK RULES, SENIORITY, SHIFT BIDDING and VACANCIES – SALES AND SERVICE REPRESENTATIVE

Work Rules

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.

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.

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.

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 fifteen dollars (\$15.00) 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.

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.

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 is 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.

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.

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 receives 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.

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.

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.

Economics

Retroactive effective May 24, 2013 – across the board increase of the classification rate of pay shall increase by 2%.

Retroactive effective May 24, 2013 – the longevity will be incorporated on top of hourly rate.

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

Retroactive effective January 1, 2014 – across the board increase of the classification rate of pay shall increase by 1.2%.

Effective January 1, 2015, the 2014 classification rate of pay shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma Area. All items, measured from June of 2013 to June of 2014, with a minimum increase of 2% and a maximum increase of 4%.

The following individuals, whose wages are above the classification pay scale, will receive the same percentage increase as the classification effective 5/24/2013, 1/1/2014, and 1/1/2015: Vicki Harris (5689), Gordon Wise (11750), Robert Crespo (7013) and Joanie Ortiz (7098).

FOR THE CITY:

FOR THE UNION:

Theodore C. Coates 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