

2016 - 2019

AGREEMENT

By and Between

the

CITY OF TACOMA

and

**LOCAL 483, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
CUSTODIAL AND BUILDING MAINTENANCE UNIT**

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2016 - 2019

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LOCAL 483, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
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PREAMBLE

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and LOCAL 483, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, CUSTODIAL AND BUILDING MAINTENANCE UNIT (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive bargaining representative.

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State law, the City Charter and City Ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law, City Charter, or City Ordinances are paramount and shall prevail.

ARTICLE 1 - TERM OF AGREEMENT

Section 1.1 - Term of Agreement This Agreement shall remain in full force and effect from January 1, 2016, to and including December 31, 2019, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin ninety (90) days and in no event later than sixty (60) days, prior to the termination of this Agreement.

Section 1.2 Only those letters of understanding, if 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.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees within the bargaining unit defined by the classifications listed in Appendix A to this Agreement.

Section 2.2 Leave for Business Manager The City may 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 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 2.3 Union Security Clause It shall be 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 the 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 bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.4 - Posting of Agreement and Notices A copy of this Agreement shall be posted in a conspicuous place at each major work site. The employer agrees to provide space for a union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union.

Section 2.5 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 2.6 The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The City shall not be required to make any deductions from employees' paycheck except as authorized by the employee or

by law. The amounts deducted shall be transmitted monthly on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties thereto 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 beyond one pay period.

Section 2.7 The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this 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 employee file a claim together with all costs assessed therein, including attorney fees, if any.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types.

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

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 Department will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage or slowdown, in violation of this Agreement to return to work; but the Union, its officers,

representatives or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provide for herein.

ARTICLE 5 - DISCIPLINE

Section 5.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Official Code of the City of Tacoma. The discipline will be based on the severity of offense and prior record of discipline.

Section 5.2 The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the employer to discuss potential disciplinary action.

Section 5.3 If an employee wishes to have a pre-disciplinary hearing, the employee and/or Union must follow the instructions outlined in the Notice of Intent letter.

Section 5.4 If requested by the employee, the employer shall hold a pre-disciplinary hearing as soon as reasonably possible after the time the employee was notified in writing of the specific alleged violation that may result in a suspension, demotion, or termination. At this hearing, the employee will be given an opportunity to present his/her side of the issue. Oral warnings/reprimands, written warnings/reprimands, Notice of Performance Concerns (NPC's), Employee Development Reviews (EDR's), 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 5.5 No later than three (3) working days prior to the pre-disciplinary hearing, if possible, 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 its possession. Where this is not possible, the employer and Union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties. Subsequent information requests by the Union or the employee will not necessarily result in a hearing being rescheduled.

Section 5.6 The employer may place an employee on paid administrative leave pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 5.7 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 5.8 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and provided a copy. The notification requirement shall be satisfied if the document is mailed to the employee's current address on file. Any written disciplinary document provided to an employee will be copied to the union within two (2) working days. 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; however, letters of reprimand shall not be subject to the grievance procedure.

Section 5.9 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, if applicable. Suspensions of four (4) days or less are not subject to Step 5 of the Grievance Procedure. 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 procedure.

ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE

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.

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 at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) 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.

ARTICLE 7 - NON-DISCRIMINATION

Section 7.1 Pursuant to RCW 41.56 there shall be no discrimination against Union members or officers based on Union activity.

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

Section 7.3 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act, or the Washington Law Against Discrimination, which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

Section 7.4 It is mutually agreed that there shall be no unlawful harassment, including sexual harassment.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 - Definitions

Shop Steward - Union member appointed by the Union Business Manager.

Grievance - To be valid, a grievance must be submitted in writing within thirty (30) days of the alleged violation by the grieving party.

Section 8.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative, objective method. To this end, every effort will be made by both parties to resolve problems at the lowest level. Initially, the employee shall discuss the grievance with the shop steward. Both parties will make every effort to identify the appropriate manager at each step of the grievance process. Further contacts shall follow this procedure:

Step 1 The employee and/or shop steward shall meet with the immediate supervisor (written communication not required). Such meeting shall take place as soon as possible, but in no case longer than ten (10) working days of first knowledge of incident contact outlined above. The immediate supervisor shall advise the shop steward of the proposed resolution within five (5) working days of this meeting.

Step 2 If the grievance cannot be resolved at Step 1, it shall be reduced to writing specifying the section or sections violated, relevant facts, and the proposed remedy and shall be presented to the next level of management responsible for addressing grievances, with copies to the Union and Human Resources Department within ten (10) working days of decision rendered at Step 1. This step shall not preclude contacts at lower levels if this may expedite the resolution process.

The specific manager responsible for addressing the grievance shall (within 10 working days) render a decision in writing to the employee and the Union.

Step 3 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the responsible manager's answer, the grievance will be forwarded to the department or division head. The Department/Division head may elect to submit the grievance to the Labor Management Committee who will hear it and offer a recommendation to the Department/Division head immediately following the committee meeting. The Department/Division may also respond to the grievance without Labor Management input.

The Department/Division head will, within ten (10) working days of either making a determination or of receiving the committee recommendation, render to the employee and the Union the decision, and the reason for it in writing.

Step 4 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the department head's or division head's answer, the employee (or designated representative) will forward the grievance to the Utilities Director or City Manager for possible resolution. The Utilities Director or City Manager (after consultation with the department head or 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 shall be referred to arbitration by either party to this Agreement. Either party may give notice of its intention to arbitrate within fifteen (15) working days following completion of the steps listed in the aforementioned sections. A list of five (5) arbitrators shall be requested from the Public Employment Relations Commission, both parties shall meet and each shall strike a name until one (1) arbitrator is selected. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation, including attorney's fees, and all other expenses incident to the arbitration shall be divided equally. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. In the event that the City unsuccessfully challenges an arbitrator's decision in court, or the Union is forced to file an action in court to compel compliance with an arbitrator's award, the Union may seek recovery of attorney's fees incurred in the court action to the extent such recovery is permitted under RCW 49.48.030. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and his/her power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 8.3 - Time Frames The time limitations in this Article may be adjusted by mutual agreement, in writing, between the Union and the Department. Failure by the non-grieving party to comply with any 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 - SENIORITY

Section 9.1 For the purposes of this Agreement including temporary upgrades, seniority is defined as the length of continuous service by classification in which the employee is employed.

Section 9.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit which is in the higher classification in the class series which receives a higher rate of pay.

Section 9.3 In the filling of temporary vacancies, the City need not upgrade an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments.

Section 9.4 Vacancies of five (5) working days or less, and in instances of emergency and illness, may be filled to meet the City's immediate needs.

Section 9.5 In the event the City, at its discretion, fills a vacancy that exceeds five (5) working days, such vacancy shall be filled from a layoff register or the existing Civil Service eligible list, providing the temporarily upgraded employee is in the same section, division or department. If no eligible list exists, such vacancy shall be filled on a seniority basis in accordance with the provisions in Section 9.1, 9.2 and 9.3.

TPU Process for Set Ups

1. If there is a need for a bargaining unit employee to be set up to a higher classification within the bargaining unit and there is no eligibility list for the desired classification, then the set up will be offered to a permanent employee in the next lower classification on the basis of seniority.
2. In the event no Building Maintenance Worker (BMW) accepts a set up assignment to Assistant Building Maintenance Supervisor (ABMS), then it will be offered to an employee on the current BMW eligibility list.
3. In the event that no one on the BMW eligibility list accepts a set up assignment to ABMS, it will then be offered to the Custodians on a seniority basis.
4. An employee in a higher classification may not accept a temporary vacancy assignment to a lower classification.

Section 9.6 Whenever a regular permanent position vacancy occurs, prior to interviewing from the Civil Service list established for the particular classification, employees may bid for the vacancy on a seniority basis, providing they have permanent status in the department in the affected classification. Regular permanent vacancies will be posted for a minimum of seven (7) days on employee bulletin boards, using employer's job vacancy bid sheets, as soon as possible after the employer has knowledge of the regular permanent position vacancy. The senior bidder shall be assigned to the vacant position, provided that the City need not consider employees who do not meet the qualifications required for the position. The Union will be sent a copy of the completed bid sheet.

Subsequent position vacancies, created as a result of implementing this procedure, shall be open to bidding on a seniority basis within the terms of this section.

This section shall not in any way interfere with the right of the City to assign, adjust assignments or temporarily rotate personnel for training or for purposes of increased efficiencies.

Where practicable, the City shall make every attempt to give advance notice to the Union whenever a regular permanent position vacancy occurs, or of its intent to so rotate and/or assign personnel.

Section 9.7 - Seniority Roster The City shall post on the designated Union bulletin board a seniority roster for each classification.

Section 9.8 The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Official Code of the City of Tacoma.

ARTICLE 10 - SUBCONTRACTING

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the working force which specifically includes the right to determine whether and to what extent any work shall be performed by employees. The management of the City's operations and the direction of the work force, including, but not limited to, the contracting or subcontracting of work performed by the City shall be retained by the City. Sixty (60) days prior to implementing contracting/subcontracting out of bargaining unit work in excess of current practice, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such contracting/subcontracting out of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 11 - SAFETY

All work shall be done in a competent and professional manner.

The City and Union mutually agree that those applicable safety standards as outlined in federal, state, City, and department regulations legally binding upon the City shall be complied with.

Employees who willfully disregard reasonable and/or mandatory safety regulations shall be subject to disciplinary action.

ARTICLE 12 - HOURS OF WORK

Section 12.1 Hours of Work Schedules may consist of eight (8) consecutive hours for five (5) shifts, ten (10) consecutive hours for four (4) shifts, or eighty (80) hours worked in nine (9) shifts, excluding the meal period, or any other mutually agreed to flexible schedule. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act.

Section 12.2 A day shift shall consist of at least eight (8) consecutive hours, exclusive of the unpaid lunch period, between the hours of 6:00 a.m. and 6:00 p.m. At the request of an employee, management and the Union may mutually agree to an earlier shift start time.

Section 12.3 All non-day shifts shall consist of at least eight (8) consecutive hours including a thirty (30) minute paid lunch period.

Section 12.4 The non-day shift for Custodial and Building Maintenance Employees at Public Utilities shall have an end time no later than 12:30 a.m. Monday through Friday. All shifts shall be bid based on seniority.

Section 12.5 The Standard non-day shift for Custodial and Building Maintenance employees at Environmental Services shall have an end time no later than 11:00 p.m.

Section 12.6 - Building Maintenance "On Call" Shift

- A. The "on call" shift for Building Maintenance shall be those hours when a Building Maintenance Worker or Assistant Building Maintenance Supervisor is not on regular duty but is considered "on call". The "on call" shift will be staffed on a rotational basis by each employee for one-week periods.
- B. The employee on the "on call" shift shall be responsible for monitoring the fire/security system via telepager and will coordinate and assist contract security personnel in dealing with alarm system or other security problems. He/She will be responsible for reporting to the Tacoma Public Utilities administration complex within one (1) hour of the page.
- C. When in an on-call status, an employee shall be compensated for one (1) hour at the overtime rate for the first emergency call not requiring a return to Tacoma Public Utilities Administration Complex or the work site. Subsequent calls after the first hour of paid time shall be paid at the overtime rate for the actual time spent to handle the call. During on-call status, a phone log will be maintained by the on-call employee.
- D. The employee on the "on call" shift will be compensated at the rate of \$3.00 per hour while "on call". In the event that he/she is required to travel to the Tacoma Public Utilities administration complex, he/she will be compensated for a minimum of two (2) hours at the appropriate overtime rate. There will be no pyramiding of rates.

Section 12.7 - Overtime

- A. Work performed in excess of the work schedules provided for in Section 12.1 (i.e., forty (40) hours) or work in excess of the shift (eight (8), nine (9) or ten (10) hours) shall be paid for at one and one-half (1-1/2) times the regular rate of pay. Employees shall receive two (2) consecutive days off. Work performed on a sixth (6th) consecutive day shall be paid for at one and one-half (1-1/2) times the regular rate of pay, and work performed on the seventh (7th) day shall be paid at two (2) times the regular rate of pay. There shall be no pyramiding of rates.

Compensatory time in lieu of cash payment for overtime worked may be authorized and or used in accordance with Tacoma Municipal Code 1.12.080. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. Compensatory time not used in the year earned shall be paid out at the end of the calendar year in which it was earned.

- B. Scheduled overtime shall be offered to employees by classification on a voluntary basis. Overtime postings shall clearly identify the number of people required for each classification. The bid sheet will be posted no less than twenty-four (24) hours prior to the scheduled overtime work day. The most senior employee volunteering will be assigned. If there are an insufficient number of volunteers for overtime, assignments will be made in the inverse order of seniority. To the extent practicable, seniority will be used to determine

overtime assignments. In the event the overtime assignment requires special training, skills, or experience and the employee is not selected in order of seniority the Department, upon written request from the Union, shall submit in writing the reasons for the choice.

- C. When an employee or crew on a scheduled overtime assignment fails to complete the job, the same employee or crew may be asked to complete the job on a subsequent overtime assignment.
- D. For TPU Custodians only: Whenever possible, the bid sheet will be posted no less than twenty-four (24) hours prior to the scheduled overtime work day. Overtime opportunities for custodians will be offered to employees on a voluntary basis. The overtime list will be compiled by seniority, starting with the most senior custodian. Each individual thereafter will be given an opportunity to work, or they can pass the opportunity; however, they will not be given another opportunity until their name comes up again. Each opportunity will start where the last opportunity left off. This overtime will be separate and will exclude hours worked performing the regular weekly Fleet assignment.
- E. For TPU only: Overtime opportunities for building maintenance and repair tasks shall be offered jointly to the Assistant Building Maintenance Supervisor and Building Maintenance Worker classifications since both perform this work. In this instance, seniority shall be based on the length of continuous permanent service within both classifications, combined.

ARTICLE 13 - WORK RULES

Section 13.1 - Meal Allowance

- A. An employee working non-scheduled overtime at least two (2) hours before or beyond his/her regular shift and at six (6) hour intervals thereafter shall be eligible for a meal allowance of \$15.00 to be entered and claimed on time card only.
- B. Employees will not be eligible for a meal allowance when working scheduled overtime on their regularly scheduled day off unless the hours worked extends more than two (2) hours beyond their regularly scheduled total daily hours of work.

Section 13.2 - Footwear and Clothing Allowance

- A. Employees who have successfully completed probation shall be eligible for a \$175.00 annual footwear allowance. Safety related footwear must be worn at all times while on duty.
- B. The footwear and clothing allowances in this section shall be paid in the first pay-period of each year or when probation is successfully completed, provided at least seven (7) months remain until the next allowance is paid.

- C. Employees assigned outside of TPU will be provided a minimum of seven sets of suitable work clothing annually, or shall be provided clothing through an approved city vender and associated laundry service on an as-needed basis.
- D. Starting January 1, 2017, employees assigned to TPU will be provided an annual allowance of \$300.00 for the purchase of suitable work clothing.

Section 13.3 - Training

- A. The City is committed to the principle of training for all employees. Training shall be provided in accordance with City policy insofar as it does not adversely affect and interfere with the orderly performance and continuity of City services.
- B. The City shall generally encourage equal access to training opportunities for all members represented by this bargaining group to the extent that operational requirements of the City permit. The Union shall be given the opportunity to offer suggestions to the City on ways to improve access to training opportunities.
- C. Employees attending voluntary training may be asked by management to split shifts in order to accommodate the needs of the work group. Split shifts shall not be allowed for mandatory training. In the event overtime is authorized for mandatory training, seniority shall not apply.

ARTICLE 14 - BENEFITS

Section 14.1 It is recognized by the parties involved, that for those items negotiated in the Joint Labor Committee, any changes in such items are appropriately negotiated with the Joint Labor Committee. Such changes in the mutually recognized fringe benefits as applied in the Joint Labor Committee Contract shall become a part of this Agreement.

The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire on 12/31/2016 or with the expiration of the Joint Labor Agreement, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the 2014-2016 Joint Labor Agreement.

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

The information contained in the remainder of this Article is specific to this Agreement and is to be read in conjunction with Appendix B.

Section 14.2 – Personal Time Off Employees may enroll in the Personal Time Off (PTO) program on a voluntary basis during the City’s PTO open enrollment period.

Section 14.3 The City will pay overtime pay for all work performed on holidays in addition to holiday pay. Overtime pay shall be payable at time and one-half (1-1/2) actual time worked.

Section 14.4 For Building Maintenance and/or Custodians assigned to the Police Department a total of three (3) mandatory holidays must be taken, they are: Independence Day, Thanksgiving Day and Christmas Day.

All other City recognized holidays shall be scheduled as mutually agreeable between the employee and supervisor. Holidays not scheduled and used by the end of the calendar year are lost.

ARTICLE 15 - WAGE SCALES

Section 15.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Official Code of the City of Tacoma.

Section 15.2 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A hereto and incorporated herein by this reference.

Section 15.3 - Application of Rates

Employees in the classifications of Custodian (CSC 6002), Building Maintenance Worker (CSC 6005) and Building Maintenance Supervisor, Assistant (CSC 6006), shall be paid an additional five percent (5%) above base rate for all hours worked when assigned as a “helper” to one or more of the following classifications:

- Facilities Maintenance Mechanic (CSC 6008)
- Facilities Maintenance Mechanic, Lead (CSC 6009)
- Heating/AC Maintenance Mechanic Supervisor (CSC 5145)
- Wastewater Treatment Plant Operator (CSC 5101)
- Wastewater Treatment Plant Maintenance Machinist (CSC 5105)

ARTICLE 16 - SAVING CLAUSE

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

EXECUTED ON THIS _____ DAY OF _____ 2016.

For the City of Tacoma:

For Local 483, International Brotherhood
of Electrical Workers, Custodial and
Building Maintenance Unit:

City Manager

President

Director of Public Utilities

Business Manager

Human Resources Director

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX A

LOCAL 483, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CUSTODIAL AND BUILDING MAINTENANCE UNIT

Effective January 1, 2016, the new rates shall be as follows:

Code	Job Title	1	2	3	4	5
60060	Building Maintenance Supervisor, Assistant	30.28	31.80	33.39		
60050	Building Maintenance Worker	25.23	26.50	27.83		
60020	Custodian	17.62	18.50	19.42	20.40	21.41

Effective January 1, 2016 the classification rates of pay shall be increased by 2%.

Effective January 1, 2017 the classification rates of pay shall be increased by 2%.

Effective January 1, 2018 the classification rates of pay shall be increased by 2%.

Effective January 1, 2019 the classification rates of pay shall be increased by 2%.

The following classification shall be benchmarked at the corresponding percentage:

- Building Maintenance Supervisor, Assistant top step shall maintain an index of twenty percent (20%) above the top step of Building Maintenance Worker.

Longevity shall be as provided in Section 1.12.133 of the Official Code of the City of Tacoma and the agreement with the Joint Labor Committee of Tacoma. The above classifications shall receive longevity pay consisting of:

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

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 2015-2016:

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 written authority given to it by any member of the Union or other representative organization, 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 amend its personnel rules and medical plan documents to incorporate "domestic partners" and 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. To receive domestic partner benefits, the domestic partnership must be verified by affidavit with the City according to its policies and practices.

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 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.

- 6.2.2** Employee Contributions to Premiums. 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.
- 6.2.3** Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under Regence Plan 1 or Group Health Plan 1, or a \$40 per month credit toward their premium contribution for coverage under Regence Plan 2 or Group Health Plan 2 (the High Deductible Plan options available in 2016).
- 6.2.4** Contributions to HSA Accounts. Employees who select Regence Plan 2 or Group Health Plan 2 (the High Deductible Plan options available in 2016) 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.
- 6.2.5** Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical 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:
- a. Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
 - b. 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 insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
 - c. 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 insurance plans.

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.

6.4 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

6.4.1 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.

6.4.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time

6.4.3 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.

6.4.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

6.4.5 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.

6.4.6 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.

6.5 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:

6.5.1 Each regularly employed full-time employee 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.

6.5.2 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.

6.5.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.6 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:

6.6.1 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

6.6.2 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.

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

6.7.1 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.

6.7.2 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.

6.7.3 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.

6.7.4 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.

6.7.5 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.

6.7.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.

6.8 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 his/her annual salary rounded to the next highest \$1,000 of coverage.

6.9 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.9.1 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.

6.9.2 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

6.9.3 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.

6.10 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)

6.10.1 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.

- 6.10.2** 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.
- 6.10.3** 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.
- 6.10.4** 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.
- 6.11** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.
- 6.12** 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.
- 6.13** Wellness
- 6.13.1** 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. Develop communication plan for rolling out the wellness assessment tool.
- c. Review all Health Trust Fund/Flex Account balances monthly.
- d. Review experience reports monthly.
- e. Develop and mutually execute an education and outreach program addressing the costs/benefits of a HDHP/HSA.

6.13.2 Wellness Funds. The City will budget \$441,000 during 2015 and \$431,000 during 2016 to support the development and maintenance of an effective City-wide Wellness Program. The City will fund these amounts using the Health Care Flex Account. Expenditures of such funds will be reviewed and approved by the Wellness Committee.

6.13.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must do the following:

- a) 2015 Incentive – Complete the initial Health Risk Assessment by January 31, 2015, and commit to completing one (1) wellness “journey” by June 30, 2015. The Wellness Committee will determine the participation criteria for employees newly hired on or after January 1, 2015.
- b) 2016 Incentive – Complete the annual Health Risk Assessment by September 30, 2015 and a total of two (2) wellness “journeys” by September 30, 2015.