

2015

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

CLERICAL UNIT

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2015

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CLERICAL UNIT

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2015

COLLECTIVE BARGAINING AGREEMENT
Between
CITY OF TACOMA
and
LOCAL 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CLERICAL UNIT

PREAMBLE

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

The City and the Union have a common and sympathetic interest in municipal services. Therefore, a working system and harmonious relations are essential to the relationship between the City, the Union, and the public. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Progress in industry demands a mutuality of confidence between the City and the Union. To these ends this Agreement is made.

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

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

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2015, to and including December 31, 2015, provided that, if either party desires to terminate the Agreement on the anniversary date of December 31, 2015, written notice of such intent must be given to the other party one hundred and twenty (120) days in advance of that date, and provided further that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

ARTICLE 2 – UNION RECOGNITION

Section 2.1 The Union shall be the exclusive bargaining agent in all matters of wages, hours, and employment conditions in the application of the Agreement to employees in those classifications now listed and later added to the classifications set forth herein. Should existing classifications be reclassified without the addition of significant new or different duties, the Union shall continue to be recognized for those classifications. Should new classifications in the City classified service be created, the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth in Chapter 41.56 RCW shall apply.

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 – Dues The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular 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 employee's paycheck except as authorized by the employee or by law. 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 hereinabove. 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 issue discharge action and during this period the employee may make restitution in the amount which is overdue.

Section 2.6 The Union further agrees that in the event that the City undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any. The Union's obligation to indemnify and hold the City harmless, as described above, would be limited and restricted only to the situation where the employee's successful claim for position is due to the Union's illegal request to the City for termination of said employee's tenure.

Section 2.7 – Leave for Business Manager The Director of Public Utilities, or City Manager, will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its business manager to be locally engaged in the business of the Union.

Section 2.8 The City will furnish the Union a copy of the pay status of Local 483 members at such time as the Information Systems runs such tabulation. 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 2.9 – Business Representative 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 2.10 – Bargaining Unit Jurisdiction The members covered by this agreement shall not be required to perform more than incidental work which properly comes under the jurisdiction of another bargaining unit and/or classification, unless properly compensated for such temporary work assignment.

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.

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 employee; (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 –SHOP STEWARDS

Section 5.1 – Shop Stewards The Union shall have the right to appoint shop stewards. The City Human Resources Department and the department where the Steward works shall be furnished with the names of stewards so appointed.

Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances, subject to the following conditions:

1. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall give the supervisor an estimate of the time needed. If the time needed would require extended time away from work time then it may be more appropriate for a paid union official to be involved in the investigation.
2. Shop Steward shall be permitted to be present at meetings where disciplinary action may occur and a member has requested a Shop Steward's presence. If a shop steward is not available, the Union and Management will work cooperatively to ensure representation is provided.

The Shop Steward, on entering a work location, shall inform the supervisor of his/her desire to talk to employee(s)/member(s) in matters relating to this Agreement. Permission to meet with

the Shop Steward will be granted promptly to the employee(s)/member(s) involved unless such absence would cause an undue interruption of work. If the employee(s)/member(s) cannot be made available, the Shop Steward shall be immediately informed when the employee(s) will be made available.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established to discuss issues of mutual concern.

Section 6.1 The committee shall be composed of an equal number of representatives (four each) from the City and the Union. The City Manager and the Director of Public Utilities or their designees and the Business Manager shall appoint their respective members. Each party shall notify the other party of their representatives.

Section 6.2 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 6.3 The Labor/Management Committee shall establish its own rules of procedures and shall meet quarterly or as required. Chair shall rotate with the union chairing the quarterly committee meetings during the first and third quarters and management chairing the second and fourth quarters. Additional meetings may be scheduled by mutual consent. Any meetings may be canceled by mutual consent. Whenever possible, the Chair shall distribute the agenda one week prior to the meeting. Items submitted by either party shall constitute the agenda.

ARTICLE 7 – NON-DISCRIMINATION

Section 7.1 Pursuant to RCW 41.56 there shall be no discrimination against union membership, union officers, or 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 or disability that does not prevent proper performance of the job. Union and Management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 7.3 There shall be no sexual harassment and/or other illegal harassment as provided in Personnel Management Policy 130 Anti-Discrimination and Anti-Harassment Policy Personnel Management Policy 135 Workplace Violence Prevention Program Policy, and State and Federal Law.

Section 7.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act and/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.

ARTICLE 8 – DISCIPLINE

Section 8.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.930, .940, .950, .951, and .955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

Section 8.2 The employee shall be entitled to have a Union representative present at any meeting that the Employer holds with the employee to discuss potential disciplinary action or when disciplinary action is issued.

Section 8.3 At the request of the employee or the Union, the Employer shall hold a pre-disciplinary hearing as soon as reasonably possible after 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.

Section 8.4 The Employer shall make a copy of all documents in its possession and relevant to the alleged violation available to the employee and the Union representative five (5) days prior to the hearing if possible. Where this is not possible, the Employer and the Union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties.

Section 8.5 The Employer may place an employee on paid administrative leave pending a pre-disciplinary hearing, when deemed appropriate, pending a final decision as to the appropriate discipline after receiving the recommendation from the pre-disciplinary hearing.

Section 8.6 The employee and the employee's Union representative, shall have the right to inspect the contents of the personnel file maintained by the Employer as well as any files which were used as part of the disciplinary process.

Section 8.7 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 notification requirement shall be satisfied if the document is mailed to the employee's last known address. 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 this right shall acknowledge such in writing. Letters of reprimand and written and oral warnings- may be grieved only through Step 4 of the grievance process. However, at Step 4, these lower levels of discipline will be forwarded to the Human Resources Director, or their designee, in lieu of the City Manager/Utilities Director.

Section 8.8 A suspension, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of the agreement or submitted to Civil Service Board, if it falls under Civil Service Board jurisdiction. Should the employee elect to use the Civil Service Board procedure to appeal a disciplinary action, the employee irrevocably waives the right to appeal through the grievance procedure. Similarly, should the employee elect to use the grievance process, the employee irrevocably waives the right to appeal through the Civil Service Board procedure.

Section 8.9 The Employer 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 Employer 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 8.10 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer 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 8.11 All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1 A Grievance must be submitted to the Department in writing within thirty (30) calendar days of the alleged violation.

Section 9.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and 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 party 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 (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 which gives rise to the grievance.

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 the section or sections of the contract violated, relevant facts, and the proposed remedy and shall be presented to the section manager, with copies to the Union 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 (30) calendar 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 manager's answer, the grievance shall be forwarded to the

Department/Division Head with a copy to Human Resources. The Grievance shall be addressed at the next quarterly or mutually agreed to special called meeting of the Labor/Management Committee where a Grievance Subcommittee will be formed.

A subcommittee of the Labor/Management Committee (Grievance Subcommittee) shall be composed of three (3) voting members each from the department/division and from the Union.

The Department Head or Division Head and the Union Business Manager shall make every effort to participate in the Grievance Subcommittee as non-voting members.

The Grievance Subcommittee shall report its findings in writing to the Department/Division Head and the Union Business Manager within ten (10) working days of the conclusion of the review. The Department/Division Head, upon personal receipt of the Grievance Subcommittee's recommendation will, within ten (10) working days render to the employee and the Union, his/her 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/Division Head's answer, the employee (or designated representative) will forward the grievance to the Utilities Director/City Manager for possible resolution.

The Utilities Director/City Manager (after consultation with the Department/Division Head, the Human Resources Director, and the 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 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. 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 9.3 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 forgoing time limitations shall constitute resolution of the grievance.

ARTICLE 10 – SENIORITY AND VACANCIES

Section 10.1 Seniority is defined as the length of continuous service by an employee for the City of Tacoma. The length of continuous service by classification by Department/Divisions held shall establish seniority for temporary upgrades.

Section 10.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit that is in the next higher classification in the class series that receives a higher rate of pay. An employee upgraded by his/her supervisor shall be paid for the time worked in the higher class. An employee may be given a temporary appointment to a higher classification when he/she is assigned the duties of such classification.

Section 10.3 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, or adaptability for the job. Neither is the employer required to upgrade employees assigned to other sections, divisions, or departments.

Section 10.4 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 10.5 In the event the department 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 10.1, 10.2 and 10.3.

Section 10.6 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 11 – SELECTION OF PERSONNEL

Section 11.1 In selecting personnel for regular positions, the Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Official Code of the City of Tacoma.

Section 11.2 – Vacancy Announcements A standing transfer list will be established for all classifications represented by this Collective Bargaining Agreement. Transfer lists shall run concurrent with established civil service eligibility lists. Employees shall remain on the transfer list until such time as the eligibility list expires, the employee accepts transfer, or they request that their name be removed from the list.

ARTICLE 12 – SAFETY

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

ARTICLE 13 – WORK RULES

Section 13.1 – Working Rules Working 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.

Employees working for the City of Tacoma have various working conditions including: the wages, hours, and working conditions of the Collective Bargaining Agreement, Personnel Rules City of Tacoma, Personnel Management Policies of the City, Compensation Plan City of Tacoma, The Administrative Policies and Procedures of the Department of Public Utilities, Administrative Policies for General Government, Code of Ethics and the Tacoma Joint Labor Committee Agreement with the City.

Section 13.2 – Meal Periods An employee may be assigned to a thirty (30) or sixty (60) minute meal period which will be provided not less than three (3) nor more than five (5) hours after beginning work.

Section 13.3 – Rest Periods The standard City rest period shall be fifteen (15) minutes in length. Two rest periods shall be allowed per day for full-time employees and one (1) per day for part-time employees who work six (6) hours or less per day. One shall be scheduled in the mid-morning and one in the mid-afternoon.

Section 13.4 – 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 per meal. All meal allowances shall be paid through the City's payroll process.
- B. Employees will not be eligible for a meal allowance when working scheduled overtime unless the number of overtime hours worked exceeds the regularly scheduled total daily hours of work by two hours.
- C. Non-scheduled overtime is defined as overtime performed with less than twenty-four (24) hours advance notification.

Section 13.5 – Shifts & Scheduled Work Assignments/Hours)

- A. A work schedule is the number of scheduled days an employee works in either a work week or over two work weeks, e.g., five (5) consecutive days, four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) shifts. A shift is the number of hours an employee works on a given work day. All shifts exclude a thirty (30) or sixty (60) minute meal period.
- B. The normal work week for full-time employees will consist of five (5) consecutive eight (8) hour days normally Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. When business necessity, as determined by management, requires, the hours shall be adjusted to fall between six (6) a.m. and six (6) p.m.

- C. Alternate work schedules may be agreed to by the employee and the appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) days. Absent continued mutual agreement between the employee and his/her immediate supervisor to continue an alternate work schedule, then the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act. Changes to current work schedules, shift changes and/or job assignments shall have two (2) week's advance notice unless an emergency requires otherwise.
- D. An employee may request an adjustment to a particular day's regularly scheduled shift including splitting the shift. When an adjustment is granted, the Employer shall not incur overtime liability until the number of hours worked on this adjusted shift exceeds the number of hours worked in the employee's regularly scheduled shift. Any adjustment to a shift shall be made up within the same work week the adjustment was granted.
- E. Compensatory time in lieu of cash payment for overtime worked may be authorized and/or used in accordance with the Tacoma Municipal Code 1.12.080. Compensatory time may only be earned with prior approval from the Department Director/TPU Division Head or their designee. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned.

Section 13.6 – Telecommuting The Employer must notify the Union if bargaining unit employees are required to telecommute as a condition of employment. The hours, wages and work conditions for current employees must be discussed and approved by the Union prior to such an assignment.

Section 13.7 – Overtime

- A. An employee required to perform work outside his/her regularly scheduled shifts, on the sixth day or holidays as set forth in Article 14, Section 14.5 shall be compensated at one and one-half times (1-1/2) the straight time hourly rate and two (2) times the straight time hourly rate for all work performed on the seventh day. An employee called to perform overtime work shall be paid from the time he/she reports to work headquarters or at the job site, as the case may be.
- B. A minimum of two (2) hours overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports to work less than two (2) hours before the beginning of their regular shift or continues after their regular shift, unless a temporary shift adjustment (Section 13.5.D) has been requested by the employee and approved by the supervisor.
- C. At the employee's request and with Department/Division Head or their designee's approval, compensatory time may be substituted for cash payment at the appropriate overtime rate. All use of compensatory time shall be in compliance with the City Compensation Plan, Section 13.5 (E) above and Fair Labor Standards Act or qualify for its exemptions.

- D. When working on an assigned job that runs into overtime immediately preceding or following the regular workday, the employee working on that task will be given first choice to complete that task during overtime. On jobs not finished by an individual on Friday night, the same individual shall be used if requested to work on that particular assignment on the immediate weekend.

If the overtime assignment requires additional employees to complete and/or is not considered a continuation of a task or assignment, management will assign overtime based on seniority as long as the employee is qualified.

Section 13.8 – Time Card Upgrades Time card upgrades will be approved when incumbents are assigned greater responsibilities than encompassed in their current classification.

Section 13.9 – Job Sharing Employees requesting to job share will be required to sign a job share agreement. Employees requesting to job share recognize that, unlike a part-time position, they may be required to fill in for the job share partner during absences.

Section 13.10 – Letters of Understanding Only those letters of understanding signed by the Union Business Manager or authorized representative, Labor Negotiator, Human Resources Director and the City Manager and/or the Director of Utilities and appropriate and necessary Department or Division head(s), shall be considered in force and subject to the provisions of the agreement.

ARTICLE 14 – BENEFITS

Section 14.1 – Vacation Vacation shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

- A. Rate of accrual of vacation leave.
 - 1. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service.

Years of Service	Accrued Hours Per Pay Period	Days of Vacation Leave
0 - 3	3.69	12
4 - 7	4.60	15
8 - 13	5.22	17
14 - 18	6.14	20
19	6.45	21
20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8.00	26
25	8.31	27
26	8.62	28

27	8.93	29
28 or more	9.24	30

The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the employee is in a paid status. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed.

2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
3. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
4. 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.

Section 14.2 – Sick Leave Sick allowance with pay shall be as provided in Section 1.12.230 of the Official Code of the City of Tacoma and the Joint Labor Agreement. Section 1.12.230 provides in part for the following:

- A. Employees shall accrue sick leave at the rate of 3.69 hours per each bi-weekly pay period (twelve days per year) in which he/she has regular time for which regular pay will be received. There is no limit to the number of days sick leave an employee may accrue.
- B. Sick leave earned shall be credited to an employee's accruals after completion of each bi-weekly pay period and may not be used in the pay period earned.
- C. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25) percent 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 (10) percent of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

Section 14.3 – On-the-Job Injury On-the-job injury shall be as provided in Section 1.12.090 of the Official City Code and the Joint Labor Agreement.

Section 14.4 Medical, hospital, dental and long-term disability insurance shall be provided in Section 1.12.110 of the Official Code of the City of Tacoma and the Joint Labor Agreement.

Section 14.5 – Holidays Holidays shall be as provided in Section 1.12.200 of the Official Code of the City of Tacoma and the Joint Labor Agreement. Section 1.12.200 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.

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Fourth of July
Labor Day (1st Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

When one of the holidays listed above falls on a Saturday, the day preceding will be observed as a holiday with pay, and when one of the holidays listed above falls on a Sunday, the next day following will be observed as a holiday with pay.

An employee shall receive pay for the holiday provided he/she is in a paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday.

In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory, provided employees have over four (4) months of service in that calendar year. Such additional holidays shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the individual employees. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a(n) regular, probationary, or appointive full-time employee during the calendar year of entitlement. The floating holidays may not be taken without the prior approval of his/her appropriate supervisor.

Section 14.6 – 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. Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code.

Section 14.7 – Police Clerical Mandatory Holidays. 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 may be mutually agreeable between the employee and supervisor. Holidays not 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. 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 15.2 The wage scales found in Appendix A shall prevail for employees employed in the listed classifications in the Clerical Unit.

Section 15.3 Step Increase Withholding – Per TMC 1.12.030, step increases may be withheld by the City for unsatisfactory service. Following the withholding of a step increase the City will identify

a date on which the employee will be reviewed for step increase consideration. Withholding of a step increase shall not affect the employee's step anniversary date.

ARTICLE 16 – OUTSOURCING

The City shall retain all rights, power 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 workforce which specifically includes the right to determine whether and to what extent any work shall be performed by permanent employees. A minimum of ninety (90) days prior to outsourcing of bargaining unit work which results in a reduction of the workforce, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 17 – SAVINGS 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 THIS _____ DAY OF _____, 2014.

City of Tacoma

Local 483, IBEW, Clerical Unit

City Manager

President

Director of 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
Clerical Unit

Effective January 1, 2015 wages will increase by 2.2%. The wage scale will be as follows:

Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
05080	Accountant	27.80	29.19	30.65	32.18	33.79
05140	Accountant, Senior	31.97	33.56	35.25	37.01	38.86
07370	Administrative Assistant	22.50	23.63	24.81	26.05	27.36
05470	Benefit Specialist (Retirement)	22.50	23.63	24.81	26.05	27.36
05040	Financial Assistant	22.50	23.63	24.81	26.05	27.36
00060	Office Assistant	19.57	20.55	21.58	22.66	23.79

Longevity Pay

All of the above classifications shall receive longevity pay as per Ordinance 20938 as follows:

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

INDEX LETTERS OF UNDERSTANDING

1. PAF Schedules

Dated 8/25/2014

**Letter of Understanding
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483 Clerical Unit**

Subject: Public Assembly Facilities Schedules

The City of Tacoma and IBEW Local 483 Clerical Unit, hereby enter into this Letter of Understanding which shall be attached to the collective bargaining agreement and incorporated as though fully set forth.

The Parties agree to the following:

In general, the work schedule for positions in classifications covered by this agreement, assigned to the Public Assembly Facilities (PAF) Department, will be between 8:00 a.m. and 5:00 p.m.; however, the following shall also apply and, where in conflict, supersedes Article 13:

1. Based on operational need, PAF management may adjust an employee's regular work schedule, with two weeks' notice to the employee, to include evenings, nights, and/or weekends.
2. The temporarily adjusted shift will be considered the regular shift.
3. Employees will be scheduled for two consecutive days off. The days off may be consecutive within a workweek or consecutive but wrap between two workweeks.
4. An employee may request an adjustment to shift, subject to supervisory approval. Such adjustment to shift for regular hours would not qualify for overtime.
5. Time and a half overtime will be paid for all hours worked in excess of forty (40) hours in a defined workweek, and for hours worked more than one (1) hour before or beyond the regular shift. Hours worked more than one (1) hour before or beyond the regular shift count as daily overtime, but not pyramid to count towards overtime beyond forty (40) hours in a workweek. The City agrees not to cancel shifts arbitrarily to avoid overtime.
6. In the event the regular work schedule is adjusted with less than two weeks' notice to the employee, the first shift worked of the adjusted schedule will be paid at the time and a half overtime rate, provided that PAF management may change reporting hours of one (1) hour or less without penalty as provided in item 4 of this Letter of Understanding above
7. Work performed on the 6th day, or Saturday equivalent, will be paid at time and the one half (1-1/2x) rate. Work performed on the 7th day, or Sunday equivalent, will be paid at the double time (2x) rate.
8. This Letter of Understanding may be opened by either party with sixty days' notice to the other party. Cancellation of this LOU will be by mutual agreement.

Agreed to this 25th day of August, 2014.

Original Signed by:

Alice A. Phillips, Business Manager

Kim Bedier, PAF Director

Tara Schaak, Labor Negotiator

Joy St. Germain, Human Resources Director

T. C. Broadnax, City Manager