LETTER OF AGREEMENT

BY AND BETWEEN

CITY OF TACOMA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483 CLERICAL UNIT

Subject: Overtime Pay for Clerical Employees in Public Works Street Operations Division During a Snow and/or Ice Event

The City of Tacoma (the "City") and IBEW Local 483 Clerical Unit (the "Union"), hereby enter into this Letter of Agreement ("LOA").

At certain times during the year due to snow and/or ice conditions, the City's Public Works Street Operations Division ("Street Operations") may declare a Snow and/or Ice Emergency Event ("Event"), and institute shifts of up to twelve and a half (12 ½) hours for employees, including Financial Assistants (CSC 0504) and Office Assistants (CSC 0060) who work in Street Operations ("Clerical Staff"), to provide necessary services to the City and its population. The City and the Union recognize the unpredictability of such weather Events.

Given the impact of this change in work schedules on Street Operations employees and Clerical Staff, the City and the Union agree to overtime compensation and related matters during Events as stated below.

- 1. During an Event, Street Operations Management may determine to change the hours of the shifts for Clerical Staff, outside of Section 14.5.2. When this occurs, all telework agreements will be suspended, and they will report to the office during the Event.
- 2. When possible, Street Operations will endeavor to provide advance notice of a declared Event to Clerical Staff before commencing their first shift.
- 3. Shift assignments resulting in overtime opportunities for Clerical Staff will be offered in the following sequence:
 - 1) Office Assistants, by seniority
 - 2) Financial Assistants, by seniority
- 4. If the first Event shift coincides with their regular shift, the first eight (8) hours will be paid at the straight time rate. Clerical Staff who are assigned to Event shifts outside of their regularly scheduled shift will be compensated at the appropriate overtime rate for all hours worked for the first shift of the declared Event. If required, additional shifts during the normal work week will be paid at the regular rate of pay for the first eight (8) hours, and at the appropriate overtime rate for the balance of the shift. Shifts worked on a holiday, or outside of the normal work week will be paid at the appropriate overtime rate.
- 5. When assigned, Clerical Staff are expected to work their entire shift up to twelve and a half (12 ½) hours. An employee is not obligated to work more than twelve and a half (12 ½) hours in a twenty-four (24) hour period so long as the employee has performed twelve and a half (12 ½)

hours of work on an Event or a combination of an Event and their regular shift schedule in a twenty-four (24) hour period. Dependent on weather and operational considerations during Events, shifts may be canceled and/or end earlier than twelve and a half (12 ½) hours.

6. If Clerical Staff do not work a full forty (40) regular hour week due to working snow/ice events, the appropriate payroll code* will be used so that no pensionable time is lost during the workweek.

This LOA is effective as of the date of the last signatory listed below. This LOA will expire with the execution of the successor agreement to the 2021-2023 Collective Bargaining Agreement between the Parties.

For the City of Tacoma		For the IBEW Local 483, Clerical Unit	
Elizabeth Pauli City Manager	Date	Byron Allen Business Manager	Date
Joshua Diekmann Interim Director, Public Wor	Date ks		
Dylan Carlson Division Manager, Labor Rel	Date ations		
Approved as to form:			
Cheryl Comer Deputy City Attorney	Date		

^{*}Payroll is currently developing a new time-entry code to ensure that when Clerical Staff work an Event, and their first shift is paid at the overtime rate, they do not lose pensionable time due to the loss of regular pay hours.