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#### 2017-2020

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#### 2017-2020

## COLLECTIVE BARGAINING AGREEMENT Between THE CITY OF TACOMA and

LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SUPERVISORS' BARGAINING 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 Local No. 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union", 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 the performance of municipal functions. Therefore, a working system and harmonious relations are necessary to improve 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, City Charter 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, 2017, to and including December 31, 2020; provided, however, that this Agreement shall be subject to such change or modification during the term of agreement as may be mutually agreed upon by the parties hereto. Should either party desire to modify this Agreement after the expiration date of December 31, 2020, notice of such desire shall be given 90 days in advance of December 31, 2020.

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#### **ARTICLE 2 - UNION RECOGNITION**

<u>Section 2.1 - Union Recognition</u> The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Article 6.

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 on the effective date of this Agreement shall remain members. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective 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 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 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. 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.

<u>Section 2.3</u> The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.4 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed between the I.B.E.W. Local 483 and the Director of Utilities. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

<u>Section 2.5</u> The Union agrees that the City shall not terminate the employment 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.

<u>Section 2.6</u> If the Union changes its dues structure for its members, there shall be no retroactive dues, and a sixty (60) day notice shall be given to the City. This section shall not be used for individual changes that arise due to promotion or other changes in employee status.

<u>Section 2.7</u> The Department will furnish the Union a copy of the pay status of Local 483 members upon request. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

<u>Section 2.8</u> The Business Manager or Business Representative of the Union may, after notifying the Department of Public Utilities/General Government official in charge, visit the work location of 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 Department.

Section 2.9 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.

<u>Section 2.10</u> City recognizes and will not interfere with the right of its employees to become members of the Union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of his/her membership in the Union.

<u>Section 2.11</u> Leave of Business Manager. The Director 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 employees of the Department whom are members of the Union in good standing and whom the Union may desire to have act as its Business Managers to be locally engaged in the business of the Union.

#### **ARTICLE 3 - MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers 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, 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 nor will employees participate in a strike, work stoppage, or slowdown, and the City will not engage in a lockout during the term of this Agreement because of any proposed change in this Agreement or of any dispute over matters related to 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 provided for herein.

A supervisor violating this section shall be subject to discipline, up to and including termination.

#### <u>ARTICLE 5 - SUPERVISOR RESPONSIBILITIES</u>

The Union and the City recognize that all employees covered by this Agreement have authority, in the interest of the City, to transfer, suspend, lay off, recall, promote, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. Employees covered by this Agreement will endeavor to carry out these responsibilities to the best of their ability without respect to Union affiliation. When performing such supervisory duties the Union will not fine or in any way discipline such supervisory employee.

#### **ARTICLE 6 - WORK RULES**

<u>Section 6.1</u> Work rules, as agreed upon between the City and the Union, shall be established governing working conditions and requirements of each classification consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Official Code of the City of Tacoma.

<u>Section 6.2</u> 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.

### Section 6.3 Fire Electrician Maintenance Supervisor (CSC 5271) or Traffic Field Operations Supervisor (CSC 5276)

A. Fire Electrician Maintenance Supervisor or Traffic Field Operations Supervisor

- assigned to work in emergency situations outside the normal work hours shall be compensated at time and one-half of his/her regular rate of pay for all hours worked when responding to the work site or headquarters. An employee will receive a minimum of one hour or actual time worked if it exceeds one hour at the time and one-half of his/her regular rate of pay for emergency calls received at his/her residence, which do not require the employee to respond.
- B. Fire Electrician Maintenance Supervisor or Traffic Field Operations Supervisor shall receive \$3.00 per hour when assigned by his/her supervisor, in writing, to emergency response stand-by responsibilities. When assigned to stand-by the employee must remain fully capable of responding within 30 minutes of notification of an emergency.
- C. For the classifications of Fire Electrical Maintenance Supervisor and Traffic Field Operations Supervisor, meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. and midnight for dinner. When working unscheduled hours after the normal shift or when called out to work at night, Saturdays, Sundays, or holidays, at the above times, the City shall provide a meal allowance of fifteen dollars (\$15.00) for each meal period worked within the above guidelines. An employee working into the lunch period, Monday through Friday is not eligible for an allowance.

#### Section 6.4 Customer Accounts Supervisors (CSC 0041)

- A. Customer Accounts Supervisors are salaried Class D employees under Section 1.12.080 of the Tacoma Municipal Code and are not be eligible for overtime compensation or compensatory time off. Customer Accounts Supervisors' work schedules are expected to be between the hours of 7 a.m. to 6:15 p.m., Monday through Friday.
- B. Vacation. Customer Accounts Supervisors shall have the right to bid vacations based on seniority as defined in Section 12.1. Seniority within classification shall prevail for selection of vacation leave.
- C. Customer Accounts Supervisors shall be provided a minimum of two (2) weeks' notice prior to implementation of any shift change.

#### Section 6.5 **Biosolids Supervisor (CSC 5097)**

- A. This classification is overtime category A (time and a half compensation for overtime).
- B. Hours of Work The regular workweek shall consist of forty (40) hours of work within the workweek, scheduled between the hours of 7:00 a.m. and 5:00 p.m., inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute duty free unpaid lunch period. Management may adjust an employee's regular work schedule with two (2) weeks' notice.
- C. Footwear Biosolids Supervisors who have passed probation shall receive a \$250.00 footwear allowance for the purchase of approved substantial leather safety footwear for use on the job. Employees shall wear these safety boots at all times when in an industrial area. Descriptions of approved footwear are available from the supervisor or safety officer. These allowances shall be paid in the first pay period of each year or when probation is successfully completed.
- D. Clothing Employees in the Biosolids Supervisor classification will be provided seven (7) Tagro shirts per year. Laundry services will not be provided. Upon agreement between the employer and Union other logowear may be substituted for shirts.
- E. Meal Allowance meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. and midnight for dinner. When working unscheduled hours after the normal shift or when called out to work at night, Saturdays, Sundays, or holidays, at the above times, the City shall provide a meal allowance of fifteen dollars (\$15.00) for each meal

- period worked within the above guidelines. An employee working into the lunch period, Monday through Friday is not eligible for an allowance.
- F. Overtime An employee required to perform work outside his/her regularly scheduled shifts, on the sixth day or holidays 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.

#### Section 6.6 Telecommunications Assistant Supervisor (CSC 5519)

- A. This classification is overtime category A (time and a half compensation for overtime).
- B. Hours of Work Schedules shall be determined by management, shall have consecutive days, and shall be between the hours of 7:00 a.m. and 7:00 p.m., inclusive of two (2) fifteen (15) minute rest periods. All shifts include an assigned, unpaid meal period of thirty (30) or sixty (60) minutes.
- C. Clothing Employees in the Assistant Telecom Supervisor classification will be provided seven (7) shirts per year and one (1) jacket every two (2) years. Employees will wear these shirts at all times while on duty and are expected to dress in clothing that is clean, free of tears or rips and comply with all Federal and State Safety requirements. In addition, employees in this classification will receive \$200 annually for a clothing allowance. Pants should be Carhartts, or of a similar work-style and dark blue in color. Employees who are separated, or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Laundry services will not be provided.
- D. Footwear Employees in the Assistant Telecom Supervisor classification shall receive a \$150 annual allowance for the purchase of appropriate safety-related footwear. The allowance shall be paid in the first pay period of January each year. Employees who are separated or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Safety-related footwear must be worn at all times while on duty.
- E. Meal Allowance Meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. and midnight for dinner. When working unscheduled hours after the normal shift or when called out to work at night, Saturdays, Sundays, or holidays, at the above times, the City shall provide a meal allowance of fifteen dollars (\$15.00) for each meal period worked within the above guidelines. An employee working into the lunch period, Monday through Friday is not eligible for an allowance.

Section 6.7 Compensatory Time – For those employees who are eligible, 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 General Government 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.

#### **ARTICLE 7 - NON DISCRIMINATION**

<u>Section 7.1</u> Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers or union activity.

<u>Section 7.2</u> Neither the City nor the Union shall discriminate against any employees 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.

<u>Section 7.3</u> It is mutually agreed that there shall be no sexual harassment.

<u>Section 7.4</u> If an otherwise reasonable accommodation is requested, pursuant to the Americans with Disabilities Act and the Washington Law Against Discrimination, which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

<u>Section 8.1</u> A grievance is defined as an alleged violation of a specific item within an Article of this Agreement submitted in writing by the grieving party to the other party within thirty (30) calendar days of the alleged violation. The grievance shall state, in detail, section or sections of the contract alleged to have been violated and a proposed remedy.

<u>Section 8.2</u> Grievances filed by the City shall be filed under Section 8.5 and will be submitted to the Business Manager. If the grievance is unresolved at this step the City has the right to proceed to arbitration as specified in Section 8.7.

<u>Section 8.3</u> Minor grievances shall be considered and may be settled at the lowest possible level. The Business Representative shall represent the Union. The immediate supervisor/manager involved shall represent the City. Copies of all grievances shall be sent to the Human Resources Director, or his/her designee.

<u>Section 8.4</u> Grievances not settled under Section 8.3 above shall be referred to the Division/Department Head for possible solution within ten (10) working days of receipt of the supervisor's response.

<u>Section 8.5</u> Grievances not resolved under Section 8.2, 8.3 or 8.4 will be referred to the Director of Public Utilities/City Manager for possible solution within ten (10) working days of the Division/Department Head's response. The Director of Public Utilities/City Manager, or his/her designee, shall submit his/her answer in writing within fifteen (15) working days after personal receipt of grievance.

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<u>Section 8.6</u> Within fifteen (15) working days after receiving an answer or decision, the grieving party shall inform the other party in writing of its decision to proceed with or withdraw the grievance. Failure to comply with the fifteen (15) working days' limit shall constitute resolution of the grievance. Any time frame may be extended by mutual agreement.

Section 8.7 Grievances not resolved under the above sections 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 sections 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 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 attorneys' fees incurred in the court action to the extent such recovery is permitted under RCW 49.48.030. 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.

#### **ARTICLE 9 – DISCIPLINE**

- <u>Section 9.1</u> Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.
- <u>Section 9.2</u> The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.
- <u>Section 9.3</u> The Employer agrees to provide a copy of documented discipline to the Union.
- Section 9.4 At the request of the employee, the Employer shall hold a pre-disciplinary (Loudermill) hearing as soon as possible from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present his/her side of the issue. Oral warnings/reprimands, written warnings/reprimands, Notice of Performance Concerns or any other actions that do not result in the loss of regular wages are not subject to the pre-disciplinary (Loudermill) hearing process.
- <u>Section 9.5</u> No later than five (5) working days prior to the pre-disciplinary (Loudermill) hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.
- <u>Section 9.6</u> The Employer may place an employee on paid administrative leave, when appropriate, pending the decision as to the appropriate discipline resulting from the predisciplinary hearing.

<u>Section 9.7</u> 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 9.8 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and offered a copy. The employee shall be asked 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. Letters of reprimand shall not be subject to the grievance procedure, except as provided for in 9.10.

<u>Section 9.9</u> A suspension of more than five (5) days, 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 Rules. Should the employee elect to use the Civil Service Board procedure to appeal a discipline action, the employee would waive the right to appeal through the grievance procedure. Civil Service Board jurisdiction may be found in TMC 1.24.950.

Section 9.10 The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said letters shall state, in writing to the employee and the Union, the reason(s) for such action. A letter of reprimand may be grieved (one time) if used to support the next step in progressive discipline.

Section 9.11 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however the Employer's effort shall not be considered a required step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 9.12 All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of the incident or 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. In addition, if an employee is on an authorized leave of absence or on FMLA leave, the timeframe will be extended thirty (30) calendar days after their return to work.

#### **ARTICLE 10 - SELECTION OF PERSONNEL**

<u>Section 10.1</u> In the selection and lay-off of personnel for regular positions, the City or Utility will abide by the rules and regulations set forth in Chapter 1.12 and 1.24 of the Tacoma Municipal Code.

#### **ARTICLE 11 – SENIORITY**

<u>Section 11.1</u> For the purposes of this agreement, including temporary assignments, seniority is defined as the length of continuous service by classification.

<u>Section 11.2</u> The above provision shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Official Code of the City of Tacoma.

#### **ARTICLE 12 - BENEFITS**

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 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 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.

<u>Section 12.1</u> Benefits shall be as provided for in Section 1.12 of the Tacoma Municipal Code and the Joint Labor Agreement. An employee's election to participate in the Personal Time Off plan pursuant 1.24.248 TMC is irrevocable.

<u>Section 12.2 Personal Time Off</u> Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees on a voluntary basis may enroll in the PTO program. Enrollment shall be on a strictly voluntary basis during the City's PTO, open enrollment period.

#### <u>ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE</u>

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.

A team made up of both Union and Management representatives shall convene a meeting to discuss any anticipated job announcement for positions covered in this bargaining unit. The Union will be notified of any changes to class specifications/job descriptions.

#### ARTICLE 14 – TRAINING AND DEVELOPMENT

<u>Section 14.1</u> A professional development plan specifically designed to meet the needs of the Customer Account Supervisors (CAS) positions may be developed to identify skill requirements.

#### **ARTICLE 15 – OUTSOURCING**

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 work force, 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 work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

#### **ARTICLE 16 - WAGE SCALES**

<u>Section 16.1</u> All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code. Employees may request to have the Union present to advise on an overpayment of compensation. The Union will receive notification on all overcompensation instances.

<u>Section 16.2</u> Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A attached hereto and incorporated herein by this reference.

#### **ARTICLE 17 - SAVING CLAUSE**

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

EXECUTED THIS	DAY OF	, 2017.
City of Tacoma		Local 483, International Brotherhood of Electrical Workers
City Manager		Business Manager
Utilities Director		
Human Resources Director		
Finance Director		
Approved as to form:		
City Attorney		
Attest:		
City Clerk		

#### **APPENDIX A**

Wages will include a \$1,000 lump sum in the event the membership ratifies the Agreement. Eligible employees are those in an active status and covered by the Collective Bargaining Agreement as of 5/4/17.

Effective January 1, 2017 the classification rates of pay will be increased by 2.25%. The classification of Biosolids Supervisor will receive an additional one percent (1%) increase.

Code	A	Job Title	1	2	3	4	5
50970		Biosolids Supervisor	36.39	38.21	40.12	42.13	44.23
00410		Customer Accounts Supervisor	35.36	37.11	38.96	40.92	42.97
52710		Fire Electrical Maintenance Supervisor	51.50	54.08	56.77	59.61	62.60
55190		Telecommunications Supervisor, Assistant	30.78	32.31	33.94	35.62	37.41
52760		Traffic Field Operations Supervisor	51.50	54.08	56.77	59.61	62.60

Effective January 1, 2018 the classification rates of pay will be increased by 2.25%.

Effective January 1, 2019 the classification rates of pay will be increased by 2.25%.

Effective January 1, 2020 the classification rates of pay will be increased by 2.25%.

Higher Certification Incentive - The City shall pay the testing fee for employees who take and complete the Master Gardener Certification and the Washington Organic Recycling Compost Certification. Any Biosolids Supervisor who receives the following certification(s) shall receive certification pay as follows:

Master Gardener Certification 2.5%
Washington Organic Recycling Compost Certification 2.5%

The above classifications shall receive longevity pay as per Ordinance #20938 as follows:

1% of base pay for aggregate service of 5 through 9 years

2% of base pay for aggregate service of 10 through 14 years

3% of base pay for aggregate service of 15 through 19 years

4% of base pay for aggregate service of 20 or more years

#### 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 2017-2018:

#### **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 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. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.
- 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** Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents

- are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.
- **6.2.2** Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3 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.
- 6.2.4 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. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5 Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Group Health HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.
- 6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan 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.

- 6.3 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.
- Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision 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:
  - 6.4.1 Employees Choosing the Same Plan One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
  - **6.4.2** 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, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
  - 6.4.3 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, dental or vision insurance plans.
- 6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.
- Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:
  - **6.6.1** 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	Hours of Vacation
	Pay Period	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.

- **6.6.2** Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time.
- **6.6.3** 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.
- **6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.
- **6.6.5** 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.
- **6.6.6** 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.
- 6.7 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:
  - 6.7.1 Each regularly employed full-time employee, including temporary employees, 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.
  - 6.7.2 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.
- **6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 1.12.232.
- 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:
  - **6.8.1** 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

- **6.8.2** 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.
- On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:
  - 6.9.1 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.
  - **6.9.2** 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.
  - **6.9.3** 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.

- **6.9.4** 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.
- **6.9.5** 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.
- **6.9.6** 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.
- 6.10 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.
- 6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
  - **6.11.1** 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.
  - **6.11.2** 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

**6.11.3** 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.

6.12 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)

- **6.12.1** 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.
- 6.12.2 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.
- **6.12.3** 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.

- 6.12.4 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.
- **6.13** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.
- 6.14 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.

#### **6.15** Wellness

- **6.15.1** 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. Review all Health Trust Fund/Flex Account balances monthly.
  - c. Review experience reports monthly.
- **6.15.2** Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

- **6.15.3** Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.
- 6.16 The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

#### $\underline{\textbf{INDEX MEMORANDUMS OF UNDERSTANDING \& Addendum}}$

1. VEBA Participation Agreement Dated 3/1/03

2. Fire Electrical Maintenance Supervisor Dated 1/1/05

#### Memorandum of Understanding between City of Tacoma And

#### International Brotherhood of Electrical Workers Supervisor's Bargaining Unit

#### VEBA PARTICIPATION AGREEMENT

The City of Tacoma and Local 483, International Brotherhood of Electrical Workers, agree that the bargaining unit members represented as part of the Local 483 Supervisor's Bargaining Unit, International Brotherhood of Electrical Workers 2003-2005 Collective Bargaining Agreement, are eligible to participate in the VEBA program provided for in Section 1.12.229 of the Tacoma Municipal Code, as amended.

Subject to City Council approval, Section 1.12.229 will be revised to read:

- A. For any employee who meets the following criteria the City shall deposit into a VEBA Account a sum equivalent to:
  - 1. 25 percent of sick leave accruals or
  - 2. <u>100 percent of Personal Time Off accruals if provided for in a collective bargaining agreement.</u>

For this bargaining unit, the City shall deposit into a VEBA Account a sum equivalent to 100 percent of the Personal Time Off accruals of employees who meet the criteria set forth in 1.12,229.

Additionally, either Party to this Agreement shall be able to cancel this Agreement with thirty (30) days written notice to the other Party of its intent.

The parties acknowledge the benefit of a positive working relationship and therefore enter into this Memorandum of Understanding. It is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union. This Memorandum of Understanding will expire with the adoption of a successor collective bargaining agreement.

The effective date of this Agreement is March 1, 2003.

#### Original signed by:

For Local 483, I.B.E.W.: For the City of Tacoma:

Rick E. Hite	4/14/2003	Phil Knudsen	4/22/2003
<b>Business Manager</b>	Date	<b>Human Resources Director</b>	Date
		Ray E. Corpuz, Jr.	4/25/2003
		City Manager	Date

# Letter of Understanding between City of Tacoma, Fire Department and Local 483, International Brotherhood of Electrical Workers Supervisors' Unit

Subject: Fire Electrical Maintenance Supervisor Original Date - January 1, 2005

It is acknowledged by Local 483, International Brotherhood of Electrical Workers, Supervisors' Unit (the Union), that the Tacoma Fire Department (TFD) is facing unprecedented challenges due to recent constraints in their operating budget. In recognition of the need to find ways to meet the specific business needs of the Fire Department Fire Electrical Maintenance Section in a manner that accomplishes the need for monetary constraint while still providing the highest level of productivity, the Union and the City of Tacoma (City), through its agent TFD, agree to the following interim workplace changes.

**Background:** TFD has had the goal of adding staff to the Fire Electrical Maintenance Section to allow it to better serve its customers and has attempted to reach this goal for several years. At *one* time this work section had a support staff of four employees and a Fire Electrical Maintenance Supervisor. Today this work section is comprised of three employees and their supervisor. This staffing level has resulted in lower levels of production when staff must work alone, and it could potentially impact the long-term reliability of this vital fire communication system. However, due to budget constraints, not only is it impossible for TFD to add an additional fire maintenance electrician in the near future, but also the unit would be further negatively impacted without the solution reached by the Agreement.

Agreement: In order to recognize the needs of the Department and to ensure the highest level of system reliability and work assignment productivity, the Union recognizes the ability of TFD to assign the Fire Electrical Maintenance Supervisor to field-related duties for a maximum of three days a week. The new duties to be performed by the Fire Electrical Maintenance Supervisor are duties normally performed exclusively by the classification of Fire Maintenance Electrician. The Union also recognizes that TFD will assign some of the normal duties previously performed by the Fire Electrical Maintenance Supervisor to personnel in other areas of TFD as deemed necessary. During this interim period of field assignment, the Fire Electrical Maintenance Supervisor level of compensation and benefits. The City and the Union will review this interim assignment/agreement no later than January 1, 2006, to determine if continuation of this agreement is necessary.

**Ratification:** All acts consistent with this Agreement and consistent with the prior oral agreement of the parties are hereby ratified.

<u>Termination:</u> This Letter of Understanding will remain in effect until terminated by mutual agreement between the Union and the City, or unilaterally by either the Union or the City with a written 30-day notice.

#### Original signed by:

Eileen F. Lewis	1/25/2005	Alice A. Phillips	2/7/2005
Fire Chief	Date	Business Manager, Local 483, IBEW	Date
Waadnay Janaa	2/11/2005		
Woodrow Jones	2/11/2005		
<b>Human Resources Director</b>	Date		