

2019-2021

AGREEMENT

By and Between

the

CITY OF TACOMA

and

**LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

CUSTOMER AND FIELD SERVICES UNIT

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2019-2021

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CUSTOMER AND FIELD SERVICES UNIT

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2019-2021
COLLECTIVE BARGAINING AGREEMENT
Between
CITY OF TACOMA

and

LOCAL 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CUSTOMER AND FIELD SERVICES UNIT

PREAMBLE

For the purpose of maintaining cordial relations between the City of Tacoma and Tacoma Public Utilities, 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" 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, 2019 to and including December 31, 2021, provided that if either party desires to terminate the Agreement on the anniversary date of December 31, 2021, written notice of such intent must be given to the other party ninety days (90) 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.

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ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Union Recognition 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 hereinafter. 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 under Chapter 41.56 RCW shall apply.

Section 2.2 The parties recognize that certain provisions of Article 2 are unenforceable as a result of the Janus v. AFSCME U.S. Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 2.

Section 2.3 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 2.4 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 2.5 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

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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 2.6 The Union agrees that the City shall not terminate the employment of any employee under the security clause provision 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 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) day's notification of the Union's intent to initiate discharge action. The Union further agrees that in the event 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 Employer 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 - Payroll Deduction An employee may, on written request, have deducted from their pay monthly dues to Local 483 IBEW and such other items as may be mutually agreed between the Local 483 IBEW and the Employer.

Section 2.9 - Business Agent Visit The Business Manager or Business Representative of the Union may, after notifying the City official or designee 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.

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. Examples shall include the right to hire, promote, direct the employee workforce, discipline employees for just cause up to and including discharge, determining operating hours, and to take actions required in the event of a (major) emergency. Provided, however, that the above items shall not be in conflict with City ordinances, personnel rules or this labor Agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decision and the impacts of the decision that affects hours, wages and working conditions.

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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 - DEFINITIONS

Section 5.1 - Shop Steward - A Union member designated by the Union as such. The Union shall provide updates of the newly appointed stewards to Labor Relations.

Section 5.2 – Department/Division Head – “Department/Division Head” shall mean the General Government Department Director, the Tacoma Public Utilities Superintendent or Customer Services Manager.

Section 5.3 – Union Representative – “Union Representative” shall mean the Union Business Manager or designee.

Section 5.4. - Labor/Management Committee - A standing committee composed of equal representatives from the City and the Union.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications and to discuss items of mutual concern.

Section 6.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be agreed to by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern, such as anticipated job announcements, to the Union and management in a timely and efficient manner.

Section 6.2 The responsibility of chairing the Committee shall alternate each meeting between Labor and Management.

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Section 6.3 The Union will be notified of any changes to class specifications/job descriptions.

ARTICLE 7 - NON-DISCRIMINATION

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

Section 7.2 Neither the City nor the Union shall discriminate against any employee covered by this agreement based on applicable local, state and federal laws. Union and management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 7.3 It is mutually agreed that there shall be no unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

Section 7.4 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

Section 8.1 Definitions:

Grievance – A grievance under this Agreement is defined as an alleged violation of a specific Section or Article of this Agreement. To be valid, a grievance must be submitted in writing within (30) calendar days of the alleged violation by the grieving party.

Section 8.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative 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 manager to respond to a grievance. Initially, the employee is advised to discuss the incident with the shop steward (or Union Representative). Further contacts shall follow this procedure:

Step 1 Discussion with Immediate Supervisor. The employee, or employee and shop steward (or Union Representative), are encouraged to meet with the immediate supervisor (written communication not required). Such meeting shall take place as soon as possible.
The immediate supervisor shall advise the employee, or employee and shop steward (or Union Representative), of the proposed resolution within five (5) working days of this meeting.

Step 2 If the incident cannot be resolved at the first step, with a discussion with the immediate supervisor, and the employee would like to pursue the grievance, the grievance shall be reduced to writing specifying Section or Sections of the contract violated, relevant facts including the name(s) of the employee(s) affected if

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applicable, and the proposed remedy and shall be presented to the appropriate manager, with copies to the Union and Labor Relations 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 appropriate manager's answer, the grievance shall be forwarded to the Department/Division Head.

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 Director of Human Resources/Utilities Director for possible resolution.

The Director of Human Resources/Utilities Director (after consultation with the Department/Division Head, the Human Resources Director or their designee, and the Union Business Manager or their designee) shall submit their answer in writing within ten (10) working days after personal receipt of the grievance.

Option Optional Grievance Mediation. If the parties are unable to resolve a grievance at the Step 4 level, upon mutual agreement of the City and the Union, the parties may request grievance mediation utilizing services provided by the Public Employment Relations Commission. If mediation is agreed to, the parties shall hold timelines of the grievance in abeyance until the conclusion of mediation.

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 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.

Section 8.3 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.

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