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
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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ARTICLE 9 – SENIORITY, SHIFT BIDDING and VACANCIES

Section 9.1 For the purposes of this agreement, seniority is defined as the length of continuous permanent service by classification.

A. An employee temporarily assigned to another classification outside of the bargaining unit in a temporary or project status shall earn seniority for the classification covered by the agreement in accordance with Section 1.24.920 of the Tacoma Municipal Code.

B. Seniority shall be used for shift bidding and granting vacation requests.

Section 9.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit, which is in the next higher classification in the class series which receives a higher rate of pay. An upgrade is to the closest step in the higher classification which provides a minimum of a 5% increase in pay, but never higher than the top step.

Section 9.3 In the filling of temporary vacancies, the City need not upgrade an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments. When Management can demonstrate specific deficiencies, they shall not be required to upgrade an employee who has not yet successfully completed their probationary period.

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

Section 9.5 In the event the 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 9.1, 9.2 and 9.3.

Section 9.6 - For TPU Customer Service:
Opportunities to change from part time to full time status or vice versa will be posted for those within the classification in the department. Employees will be considered based on performance, attendance and seniority within the classification.

9.6.1 For Lateral Department Opportunity at TPU Customer Services: Initial vacancies will be posted physically or electronically. Permanent Customer Service Representative, Technical staff will submit a letter of interest. An interview will follow, if necessary. Selections will be based on letter of interest, attendance and performance. Once the vacancy is filled management has discretion, as outlined in Article 3, to sign or reassign all staff as needed to ensure effective operations.

9.6.2 TPU Customer Services agrees to reopen the topic of lateral work group rotation, should the exclusive bargaining agent bring the matter forward. Parties agree to discuss this topic through the Labor Management Committee.

All openings at TPU Customer Service will be posted. To be considered for the posted opening each employee must be a permanent employee in the posted classification, and must sign the posting or submit a letter of interest. Selection for openings will be based upon performance

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and seniority as defined in Section 9.1. Employees submitting a letter of interest or signing the posting shall have the opportunity to review the criteria that the selecting supervisor used in the selection process.

Section 9.7 - Shift Bidding All full-time employees shall bid shifts based on seniority as defined in Section 9.1. Bidding will be done within each work group. (Work group for Customer Service – TPU is defined as "Call Center", "Lobby", "Back Office", "Business Solutions", "Customer Solutions" and "Field Operations Dispatch"). Shifts will be bid with either a fixed start or stop time and granted to the most senior person. All shifts shall be bid based on a five (5) day work week.

Part-time, permanent shifts are covered under Section 12.26.

Shifts (hours of work) for Lead Customer Service Representatives will be posted and bid by seniority. Following the shift bidding process, Lead Customer Service Representatives will be assigned to specific work groups and assignments. Factors which will be considered in the assignments shall include an employee interest list, shift, skills and work historically performed.

Management reserves the right of assignment based on operational need.

ARTICLE 10 - SELECTION OF PERSONNEL

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.

ARTICLE 11 - 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. No employee shall be required to perform work in violation of established safety rules.

ARTICLE 12 - WORK RULES

Section 12.1 - Work Rules 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.

Section 12.2 - Workweek The workweek for full time employees shall normally be five (5) consecutive days of eight (8) hours each, Monday through Friday on a regularly scheduled basis. Employees shall not be required to perform work, including preparation or completion of work, prior to their established start time, or following their established stop time, without compensation.

Section 12.3 - Rest Periods For full-time employees, the City shall allow two (2) rest periods of fifteen (15) minutes each per day. One shall be scheduled in the mid-morning and one in the

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mid-afternoon. Part-time employees shall receive a fifteen (15) minute paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times scheduled/approved by their supervisor, but shall not be added to an employee's actual start time, the normal lunch period nor taken at the end of the workday.

Section 12.4 - Meal Periods A thirty (30), forty-five (45), or sixty (60) minute meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

The shift posting shall have a fixed start or stop time clearly designated on the posting.

The standard meal period shall be thirty (30) minutes. Exceptions to the standard meal period shall be at the employee's request, with supervisory approval, and/or based on operational need. In the event an employee request is denied, management, after receiving a written request from the Union, shall provide in writing the reasons for the refusal.

> 12.4.1 - Request to Waive Meal Period The following groups at Tacoma Public Utilities may voluntarily request to waiver their meal period. TPU Field Operations employees and part-time TPU Customer Service employees. If approved by management, employee's daily schedule will be adjusted to reflect a later start time or earlier end time. All requests must be voluntarily made by the employee in writing on an approved form. Employees who requested and received approval to waive their meal period may request to have their meal period reinstated at any time except if the approval was for a same day occurrence.

Section 12.5 - Meal Allowance An employee working non-scheduled overtime of more than two (2) hours before or beyond their regular shift and at six (6) hour intervals thereafter shall be eligible for meal allowances of fifteen dollars ($15.00) per meal which shall be paid on the time card.

> 12.5.1 Employees will not be eligible for meal allowances when working scheduled overtime on their regularly scheduled days off, unless the overtime on one day extends more than two (2) hours beyond the number of hours normally worked by the employee.

Section 12.6 – Incidental/Emergency Time Employees unable to report to work on time due to inclement weather or other emergency situations may be afforded the option of making up missed time up to sixty (60) minutes. At sixty (60) minutes, employees must use approved accrued leave. Incidental time shall be considered periods of time up to sixty (60) minutes. Making up missed time shall be approved in advance of making the time up and at the discretion of the Supervisor/Manager. All missed time shall be made up within the same work week that it was taken.

Section 12.7 – Shift/Schedule Adjustment The purpose of shift adjustments is to allow flexibility for the employee while meeting the business needs of the City. An employee may request an adjustment to a particular day's regularly scheduled shift, including splitting the shift. Such adjustment of time shall be approved at least one (1) shift in advance and at the discretion of the Manager/Supervisor. For purposes of making up time, when an adjustment is granted hour for hour the City shall not incur overtime liability. Any adjustment to a shift shall be made up within the same work week the adjustment was granted to remain in compliance with FLSA.

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Section12.8 The City and Union agree to meet in a Labor Management committee to discuss cross-training opportunities for employees affected by the Advanced Meter Infrastructure conversion.

Section 12.9 As consistent with RCW 41.56, the City agrees to bargain impacts on wages, hours and working conditions that result from the implementation of the Advanced Meter conversion.

Section 12.10 – Overtime Employees required to perform work outside the regularly scheduled shifts shall be compensated at one and one-half (1 1/2) times the straight time hourly rate Monday through Saturday, and two (2) times the straight time hourly rate for all work performed on Sundays, except for the following: for any employee who has unauthorized leave without pay in a work week their overtime shall be calculated only for hours worked in excess of forty (40) hours in a paid status during a seven (7) day period. An employee called to perform overtime work shall be paid from the time the employee reports to the work headquarters or at the job site, as the case may be.

12.10.1 At the employee's request and supervisor's approval, compensatory time may be substituted for cash payment of overtime at the appropriate overtime rate. Compensatory time may only be earned with prior approval from the Department/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, commencing December 31, 2012.

12.10.2 All work performed outside the scheduled work hours on holidays shall be paid for at the appropriate overtime rate.

12.10.3 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports for work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift.

12.10.4 Scheduled overtime for Customer Service Representatives, Technical Customer Service Representatives, Lead Customer Service Representatives, Mail & Stock Processors and Meter Readers will be assigned from a bid sheet by seniority, as defined in Section 12.10.5. Reasonable efforts will be made to post the bid sheet within twenty-four (24) hours prior to the scheduled overtime work day. In the event an insufficient number of employees sign the overtime bid sheet, such work shall be assigned to the least senior employee.

12.10.5 To the extent such distribution is practicable; overtime work will be distributed by seniority within each work group in each physical location.

12.10.6 An employee who does not report to work and work their entire regularly scheduled work day, due to a non Mandatory Paid Sick Leave unscheduled absence or leave of absence, will not be considered for voluntary overtime until the employee works their next regular work day.

12.10.7 An employee who makes the commitment to work scheduled overtime but does not work it may be subject to the disciplinary process.

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Section 12.11 - Work Shifts: Field Operations

The work week will normally consist of five (5) consecutive eight (8) hours shifts Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. The second shift work week will normally consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, between the hours of 11:00 a.m. and 8:00 p.m. Management may consider alternative work schedules where it meets staffing and business needs. Shift changes and/or job assignments shall have one (1) week's advance notice except in cases of emergency as determined by management.

12.11.1 A thirty (30) minute unpaid meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

12.11.2 Alternate work shifts will be provided when requested by the employee and approved by the section manager. Changes to the alternate shift, when requested by the employee or required by management, shall have one (1) week's advance notice. Alternate work shifts, which extend work hours, will be approved only when appropriate daylight conditions permit or when a two (2) person crew is approved.

12.11.3 Field Investigators who are assigned to work the second shift will receive a 3% shift differential. Field Investigators who are assigned to work the second shift and receive the 3% shift differential for straight time hours will receive the shift differential when overtime hours are worked.

12.11.4 Based upon the National Oceanic and Atmospheric Administration (NOAA) published time of sunset, employees will coordinate to form a two (2) person crew at sunset for work after day light hours until the end of shift, or when at the discretion of the Field Investigators it is deemed a safety issue.

2.11.5 The Work Shift for the Customer Service Representative(s) assigned to Field Operations, will be between the hours of 7:30 a.m. and 5:00 p.m.

Section 12.12 - Work Shifts/Job Assignments: Customer Service

The work week for full time employees will normally consist of five (5) consecutive eight (8) hour shifts Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. except for Public Utility Customer Service Representatives, Technical Customer Service Representatives and Lead Customer Service Representatives work shifts which will consist of five (5) consecutive eight (8) hour shifts Monday through Friday. Management may consider alternative work schedules where it meets staffing and business needs. The shifts in Public Utilities will be between 7:30 a.m. and 6:45 p.m.

12.12.1 Alternate work shifts may be provided when requested by the employee and approved by the section manager. Call center employees with schedules that end after 6:00 p.m. will have the option of an alternate work shift in addition to the standard shift. Employees may request the alternate work shift during the shift bid process. Alternate shifts will be created by management in a way that minimizes the business and customer impacts. Employees shall give no less than two (2) weeks' notice to revert back to a standard schedule. These changes will be made effective at the start of a pay period.

12.12.2 Changes to the shift and/or job assignments, when requested by the employee or required by management, shall have a minimum of two (2) weeks' advance notice. Such notice period may be waived by the parties upon mutual agreement. When

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possible, up to 30 days advance notice may be provided. Daily adjustments to job assignments would not require advance notice.

12.12.3 Alternate work schedules shall comply with the provisions of the Fair Labor Standards Act. Seniority will be the determining factor when assigning hours of work. The City agrees that it will not schedule shift work outside the normal work week for the sole purpose of avoiding overtime compensation.

Section 12.13 - Overtime – TPU Field Staff Field Operations

Field Investigators shall be assigned overtime on a voluntary basis from the overtime bid board. Field Investigators who wish to work overtime, if it is available, on a given day shall so signify by moving their bid markers on the bid board within thirty (30) minutes of the start of their regular shift. Employees assigned to the South Service Center shall notify the office via email. Management shall have the right to assign up to a maximum of one-half hour (1/2) of overtime work to the end of a Field Investigator or Meter Readers shift without regard to seniority. For additional overtime opportunities the following shall apply:

12.13.1 Field Investigator Overtime Rotation: Overtime work will be equitably distributed among Field Investigators that voluntarily choose to work overtime. At the end of each pay period, the Operations Manager or their designee will update a database of each individual's number of overtime hours worked. The overtime totals will be used to rank employees based on the amount of overtime worked from least to most. This process will repeat at the end of each pay period through the year. The process will reset with the first pay period of each year. Overtime call outs from the Energy Control Center (ECC) will be based on seniority and not subject to the process outlined in this paragraph. All overtime worked will be added to the calculation of hours of overtime worked. When a new Field Investigator is hired, the average hours of overtime for all Field Investigators will be calculated and the result shall be the hours assigned to the new Field Investigator for the purpose of determining their placement on the rotation list.

12.13.2 The Field Operations Manager shall make a determination no later than 4:20 p.m. whether and how many Field Investigator crews are needed for overtime work. When two (2) person crews are necessary, in accordance with Section 12.11.4, employees must be physically present in the office, by 4:20 p.m., to be eligible for such overtime.

12.13.3 If, it is determined that additional Field Investigator crews are needed for overtime work, the following procedures shall apply:

12.13.4 The Field Operations Manager (or designate) shall call out additional employees from the Field Investigator rotational overtime callout list, as outlined in 12.3.1 by seniority on a voluntary basis, until sufficient employees to fill out needed crews have agreed to work.

12.13.5 In the event that the Field Operations Manager exhausts the FI callout list, Meter Readers who volunteer and are "current" as defined below may be called out from the Civil Service List in rank order. Meter Readers called out to perform Field Investigator overtime shall be paid at the Field Investigator overtime rate.

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12.13.6 If, after the above lists have been exhausted, additional employees are still needed for FI overtime work, Meter Readers who volunteer, have been trained as Field Investigators, and are "current" as defined below may be called out in order of seniority.

12.14 - Travel Time for Call Back Work For TPU Field Operations Field Employees When recalled back in to perform overtime work to cover the Field Investigator shall receive one (1) hours' travel pay at the straight-time rate if such overtime does not immediately precede or follow their regular shift.

12.15 - Compensatory Bank TPU Field Operations Field employees shall be permitted to keep a bank of compensatory time of no more than twenty-four (24) hours to be used for the purpose of winter work cancellation in accordance with Section 12.24. Twenty-four (24) hours (or any balance below 24 hours) will be kept on the employee's record and will not be cashed out at year end unless the employee notifies their timekeeper by December 1st of each year that they elect the compensatory time to be cashed out.

12.16 Meter Readers shall be considered "current" for the purposes of this Agreement if they have worked eight (8) hours as a Field Investigator or trained four (4) hours with a Field Investigator during the six (6) months previous to call out. A list of qualified Meter Readers will be maintained by the Field Operations Manager.

12.17 - Crew Composition Field Investigator overtime crews shall normally consist of two (2) employees in accordance with Section 12.11.4 and published time of sunset, one of whom must be either a permanent Field Investigator, or a Meter Reader who has worked as a Field Investigator a minimum of forty (40) hours during the six (6) months previous to a call out. Management may, at its discretion, place additional employees on a Field Investigator overtime crew.

12.18 When overtime is available on a Saturday, Field Investigators may bid for overtime area assignments on a voluntary basis. Overtime must be posted by 4:30 p.m. on the Friday preceding the overtime. Employees shall bid in order of seniority for areas to be worked up to a maximum of eight (8) hours. Overtime bidding shall continue until all work assignments are bid or all volunteers have been assigned whichever comes first.

12.19 - Field Investigator Redistribution of Work The Supervisor and/or lead shall be responsible for determining which areas are light or heavy on notifications and will select the work which shall be transferred to the Field Investigators in light notification areas, taking into consideration geographic area and proximity. The Supervisor and/or lead shall determine/assign coverage for vacant areas; when coverage of an area is split between two (2) Field Investigators the notifications will be distributed based on the same coverage split.

Section 12.20 – Overtime – Business Office (Customer Services)

12.20.1 TPU Customer Solutions outreach overtime opportunities Every other month the Customer Solutions Work Unit will produce a calendar of anticipated community facing overtime events related to their specific work. Employees in the work unit may voluntarily sign up for overtime opportunities in seniority rotation order. Each employee shall be permitted to make one selection per turn. The calendar will then be rotated until all employees have an opportunity to select an event at which point the rotation will

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begin again until all events are covered. In the event that no employees elects to volunteer the first uncovered event will be assigned in reverse seniority order. If Customer Solutions becomes aware of an event without sufficient notice to include it on this calendar Management will post the event using the processes described in 12.10.4.

12.20.2 In accordance with this Section, an employee must be physically present at work and sign the overtime bid sheet to be considered for overtime. An employee authorized to work from home may sign the bid sheet, while in a working status, via email. An employee on a pre-approved leave, or on a flex day having worked the full prior work day, may come in to sign the bid sheet.

12.20.3 The overtime call-in process for the Outage Call Center is in a separate Letter of Agreement.

Section 12.21 – Meter Readers Management may schedule up to two (2) mandatory overtime days for Meter Readers per year. Mandatory overtime shall be utilized to remain current with regard to the meter-reading schedule. These days shall be considered scheduled overtime days and the Meter Readers shall read their normally assigned routes. These days shall normally be pre-scheduled in February and November unless mutually agreed to otherwise.

Section 12.22 - Route Assignments

12.22.1 Meter Readers in order of seniority will first choose fifty percent (50 %) of their routes. After the least senior employee has completed selection of fifty percent (50%) of their routes, the balance of the routes will again be selected by seniority. Once an employee makes their selection, they will not be permitted to change their selection. Route assignments made on this basis will be permanent, provided, flexibility will be allowed to provide necessary staffing in the case of illness, approved leave, vacation, and other like circumstances.

12.22.2 Field Investigators shall bid service areas by seniority for all shifts. The process will continue until all areas have been selected in order of seniority. Once an employee makes their selection, they will not be permitted to change their selection. Vacated or new areas shall be re-bid by seniority.

12.22.3 In the event an employee has taken a temporary assignment, the routes or area shall be held until their return.

Section 12.23 - Meter Routes Upon the request of the Union, a specific route may be reviewed at any time by the Operations Manager to clarify a particular problem area or route.

Section 12.24 Meter Readers and Field Investigators reporting for work during regular working hours, when weather conditions are such that they cannot perform their normal duties, shall receive two (2) hours show up pay. Show up pay shall be defined as pay at the straight time and requires employees to be present and ready for work. When Meter Readers and Field Investigators cannot perform their regular work due to weather conditions, the supervisors may assign other work on a voluntary basis. If the supervisor determines that no such work is available, employees may use leave without pay, PTO, compensatory time or accrued vacation.

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Section 12.25 - TPU Field Operations Positions

12.25.1 - Shoes Permanent employees, upon assignment to the section will be reimbursed for two (2) pairs of safety shoes up to one hundred and fifty dollars ($150.00) per pair. Shoes provided to the field personnel by the Utility will be replaced or repaired, as determined by the immediate supervisor, to maintain the shoes in good condition. The Safety Officer will review the decision, if required. Safety shoes will meet the criteria established by the Safety Office. The Safety Office will consider employee comfort and convenience in establishing selection standards for safety shoes.

12.25.2 Project and Temporary employees will be reimbursed for one (1) pair of safety shoes, as outlined above, after the completion of thirty (30) days of employment. Project and temporary employees will be reimbursed for a second (2nd) pair of safety shoes after ninety (90) days of employment. Upon separation, employees will return the safety shoes to the Operations Manager.

12.25.3 - Hats and Gloves At the request of the employee they will also be provided with one winter and one summer hat with a logo and one pair of winter gloves. The winter hat shall be of a knit type and the summer hat will be baseball style. Other mutually agreed upon styles and/or materials may be substituted. Hats and gloves shall be replaced by the immediate supervisor or on an as-needed basis.

12.25.4 - Rain Gear Each permanent TPU Operations Field Employee shall be reimbursed up to $300 for the purchase of rain gear after receiving proper approval from the Field Operations Manager, if appropriate rain gear is not already provided. All rain gear must be of a pre-approved shade of blue and will have the TPU logo printed on the front and back. The costs for the logo application will be borne by the City. Upon separation or replacement of rain gear, the rain gear will be returned to the Operations Manager.

12.25.5 Routine care and upkeep shall be the sole responsibility of the employee. All warranties/guarantees on rain gear are between the employee and the store or manufacturer. Rain gear reimbursed through this program is for use only during the course of City business. Repair or replacement of worn items shall be made as needed at the discretion of the Field Operations Manager who shall assess if prudent care has been taken. The Customer Services Manager will review any disputes. Temporary and project Meter Readers shall be furnished with appropriate rain gear if available.

12.25.6 The City agrees to provide uniforms and cleaning to employees performing work as a TPU Field Operations Employee. Selection of uniforms shall be by mutual agreement. Uniforms and safety shoes must be worn at all times while performing regularly assigned field duties.

Section 12.26 - Work Shift/Job Assignments: Permanent Part-time (Customer Service - Public Utilities)

12.26.1 Part-time employees will be hired from the existing eligible list under the applicable Personnel Rules. Permanent employees may transfer to part-time positions as openings are available.

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12.26.2 A part-time employee may request consideration for a vacant full-time permanent position, based on seniority within the classification before the existing eligible list is used.

12.26.3 Part-time employees shall not exceed twenty five percent (25%) of the total number of full-time positions in the classifications of Customer Service Representative, Technical, Customer Service Representative and Lead Customer Service Representative within the Public Utilities Department.

12.26.4 Part-time employees will be scheduled to work, or be in a paid status, between 8:00 A.M. to 6:45 P.M., not less than twenty (20) hours and not more than thirty-two (32) hours per week, Monday through Friday, except in emergency situations as determined by management. Employees may be scheduled for full days or partial days with shifts of not less than four (4) hours per day. No shift will be separated by more than one (1) hour, except as requested by the employee. A work week may include a combination of full days and partial days. Work schedules will be assigned by seniority within the part-time classification. Part-time hours may include the total range of hours of operation of the work group. Work schedules will be prepared monthly. Additional hours will be assigned to requesting employees based on seniority within the part-time classification. If there are no volunteers, additional hours up to thirty-two (32) hours per week will be assigned to the least senior employee with at least forty-eight (48) hours' notice provided to the employee.

12.26.5 Part-time employees will be eligible for overtime when the number of hours in a paid status in a work week exceeds forty (40). Part-time 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 to the nearest four (4) hour increment.

Section 12.27 - Mail & Stock Processors Senior, Mail & Stock Processors: Should an employee be required to wear protective boots and/or safety shoes, management shall reimburse employees for one (1) pair of safety shoes up to up to one hundred and fifty dollars ($150.00) per pair. Management will be responsible for replacing required footwear when needed. The expectation is that required boots/safety shoes shall be worn by employees in areas where safety concerns exist.

Section 12.28 - Warehouse Supervisors: If employees are required to wear protective boots and/or safety shoes, management shall provide footwear and be responsible for replacing required footwear when needed. The expectation is that required boots/safety shoes shall be worn by employees in areas where safety concerns exist.

Section 12.29 Special assignments are work efforts outside the scope of the normal work environment. Special assignments may involve a single project or a combination of projects and may be no less than two (2) weeks nor more than one (1) year in duration. These assignments may require a full- or part-time commitment and may consist of a single person or team. A description of the assignment, the time commitment, along with knowledge and skills required to successfully complete the project(s) will be posted at least ten (10) working days before the selection process. Management will select employees based on qualifications as determined by interview and their written application and the ability of section to commit the employee for duration of the assignment. When all the above criteria are met, and where ability and qualifications to perform the required work are relatively equal, seniority shall govern.

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ARTICLE 13 - 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 on 12/31/2019 or with the expiration of the Joint Labor Agreement, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the 2018-2019 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.

ARTICLE 14 – DISCIPLINE

Section 14.1 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 14.2 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, during the investigative stage of corrective action, or when disciplinary action is issued.

Section 14.3 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 their side of the issue.

Section 14.4 When requested by the Union or employee, 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) working 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. Subsequent information requests by the Union will not result in a hearing being rescheduled.

Section 14.5 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 14.6 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.

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Section 14.7 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.

Section 14.8 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 14.9 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. 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 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 14.10 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 process step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 14.11 All letters of reprimand, intent to suspend and/or discharge 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 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 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A hereto and incorporated herein by this reference.

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ARTICLE 16 – 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 that the City is considering subcontracting out for services presently being performed by union members. Upon request by the Union, the parties shall meet to allow the Union an opportunity to present any alternative means besides subcontracting for the city to consider. The City has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Union during the notice period. If no alternatives are presented during the notice period the City's decision may be implemented without further notice. 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 – SAVING CLAUSE

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

ARTICLE 18 – AUTOMATION

In order for employees to better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union, the City will provide a briefing to the Union as soon as practical the introduction of technological change which may affect employees. During these briefings, the City will inform the Union of anticipated schedules of introduction of new technology.

The City will make every effort to provide training opportunities to equip employees with the skills necessary to make the transition of applicable technological changes.

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EXECUTED ON THIS _____DAY OF _____, 2019.

City of Tacoma

Elizabeth Pauli
City Manager

Jackie Flowers
Director of Public Utilities

Dylan Carlson
Sr. Labor Relations Manager

Andy Cherullo
Finance Director

Local 483, IBEW, Customer and Field Services Unit

Alice Phillips
Business Manager

Approved as to form:

City Attorney

Attest:

12-20-2019

City Clerk

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APPENDIX A

LOCAL 483, IBEW, CUSTOMER AND FIELD SERVICES UNIT

Effective January 1, 2019 the wage scale will be as follows:

2019 Salary Table							
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**
0611		Customer Service Representative	24.55	25.78	27.07	28.42	29.84
0608		Customer Service Rep, Lead	34.23	35.94	37.74	39.63	
0612		Customer Service Rep, Technical	31.12	32.68	34.31		
0018		Mail & Stock Processor	20.30	21.31	22.38	23.50	24.67
0012		Mail & Stock Processor, Senior	24.86	26.10	27.41		
0601		Meter Reader	23.35	24.52	25.75	27.04	28.39
0602		Utilities Field Investigator	32.64				
0305		Warehouse Supervisor	35.71	37.50	39.37		
0607		Workforce Coordinator	34.23	35.94	37.74	39.63	

Effective January 1, 2019 wages for each classification shall be increased by three (3%) percent.

Effective January 1, 2019 the first two steps of the Warehouse Supervisor shall be eliminated. Employees currently receiving pay at step 1 and 2 shall receive pay at the new step 1 and 2 rates of pay. In addition this position will become overtime eligible (overtime category A) effective as set forth in the implementing legislation.

Effective January 1, 2019 a new top step for Customer Service Representative Leads shall be established. All Customer Service Representative Leads who are currently receiving pay at the current step 3 will receive pay at the new step 4 rates of pay.

Effective January 1, 2020 wages for each classification shall be increased by three (3%) percent..

Effective January 1, 2021 wages for each classification shall be increased by two and one half (2.5%) percent.

Longevity

The above classifications shall be eligible for longevity pay according to the following schedule:

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

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Application of Rates / Non-Automatic Steps

1. A Meter Reader (CSC 0601), when assigned by their Supervisor to training functions for a minimum of four (4) hours shall receive a ten percent (10%) differential above their regular rate of pay.

2. A Field Investigator (CSC 0602), when assigned by their Supervisor to training functions for a minimum of four (4) hours shall receive a ten percent (10%) differential above their regular rate of pay.

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APPENDIX B

LOCAL 483, IBEW, CUSTOMER AND FIELD SERVICES UNIT

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 2019:

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

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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 Kaiser Permanente 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.

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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.

6.4 **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.

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

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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 Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

6.6.2 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.

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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.

6.8 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

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the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 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:

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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.

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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:

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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.

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2019-2021

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LETTER OF UNDERSTANDING
ON
CASHIERS AND DATA CONTROL CLERKS

The International Brotherhood of Electrical Workers Local 483, and the Washington State Council of County and City employees Local 120, and the City of Tacoma find it in their mutual interest to agree to the following:

1) Union representation rights for classification 0502 Cashier and 0006 Office Assistant incumbents in the former classification of Data Control Clerk (2 employees) shall be switched such that Local 483 shall represent Cashiers and Local 120 shall represent Data Control Clerks.

2) The incumbent Cashiers will be reclassified as Customer Service Assistants at the E step pay rate. For the purposes of scheduling hours, vacation, and overtime incumbent cashiers will carry their seniority as a Cashier to their position as a Customer Service Assistant as long as they are performing the Cashier function.

3) The incumbent Office Assistants (Data Control Clerks) will be reclassified as Computer Support Assistants, a classification including the work performed by Data Control Clerks, Computer Operators, Data Entry Operators, and Senior Data Entry Operators. Employees so classified will be expected to perform a variety of duties of the new classification. The incumbent Office Assistants (Data Control Clerks) will retain the right to bump back into the Office Assistant classification in the event of a force reduction or layoff. Appropriate training will be provided for the respective work undertaken. The City recognizes that the incumbent employees have different skills and knowledge and their performance may reflect this even after an appropriate training period.

4) Incumbent Customer Service Assistants will not be assigned Cashier work unless they have formally agreed to agree to do so in writing. Incumbent Cashiers may be assigned Customer Service Assistant work, however it is not the intent of the City to rotate the incumbents off the cashier's work station assignment, unless they agree to do so. Appropriate training will be provided for the respective work undertaken.

5) All new hires into the Customer Service Assistant classification after the date of this agreement may be assigned to either Cashier or Customer Service work as management sees fit.

6) Other IBEW represented employees may be requested to perform Cashier work on a temporary basis subject to the pay policies on out of class work.

7) Data Control Clerk, Computer Operator, Data Entry Operator, and Senior Data Entry Operator to Computer Support Assistant, and Cashier to Customer Service Assistant will be considered reclassifications pursuant to 1.24.360 C.

8) The classification of Assistant Information Systems Supervisor – Computer Operations shall be modified to include of duties from the Information Systems Scheduler classification of monitoring the progress and completion of work processed on the mainframe, to schedule runs and special requests, and to communicate with user departments to resolve problems.

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9) The Computer Support Assistant classification shall have a pay range equal to Office Assistant. Movement through the pay steps shall be the same as Office Assistant. There shall be an application of rate of 2% for employees holding a permanent appointment prior to January 1, 1995, as a Senior Data Entry Operator.

Incumbent employees shall be placed in the 10 step salary range as follows.

New Classification:

Computer Support Assistant

Proposed pay range

1	2	3	4	5	6	7	8	9	10
9.39	10.05	10.75	11.51	12.32	13.17	13.63	14.11	14.60	15.12

Application of rate 2% for incumbent permanently hired prior to 1-1-95 as a Senior Data Entry Operator.
Classifications to be deleted:

Code	Title	1	2	3	4	5
01200	Computer Operator	12.01	12.66	13.30	13.96	14.62
01100	Data Entry Operator	11.55	12.12	12.73	13.37	14.03
01110	Data Entry Operator Sr	12.70	13.34	13.99	14.70	15.43

Effect on current incumbents:

Name	Job Title	Current Pay	New Pay, Step
Larry Sharp	Office Assistant	14.60	14.60, 9
Laetitia Thompson	Office Assistant	13.63	13.63, 7
Linda Day, PPT	Data Entry Operator	12.12	12.32, 5
Viki Reynolds	Data Entry Operator	14.03	14.11, 8
Linda Stickney	Data Entry Operator Sr	15.43	15.43
Jacqueline Judie	Data Entry Operator	14.03	14.11, 8
Robert Fisher, temp	Computer Operator	12.66	13.17, 6

The job description for Computer Support Assistant is attached.

Original signed by
IBEW Local 483, 4/12/96
WSCCE, 4/12/96
City of Tacoma, 4/12/96

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF TACOMA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483
CUSTOMER AND FIELD SERVICES UNIT

Subject: Outage Call Center (OCC)
Originally signed: 9/20/2012
Revised: 9/21/2015 and 8/28/2019

The City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services Unit, hereby enter into this Memorandum of Understanding regarding the staffing guidelines that will be utilized when the Outage Call Center (OCC) is activated.

The Parties agree to the following:

1. The City will maintain a voluntary call-out list of Customer Service Representatives (CSR), Customer Service Representatives Technical, (CSRT), Meter Readers (MR), and Utilities Field Investigators, (UFI), assigned to the Tacoma Public Utilities Customer Service Division. This call-out list will be used during an outage event outside of normal business hours. Employees on the callout list will be sorted by classification in the following order, CSR, CSRTs (combined), then MRs, and UFIs (combined), by willingness, response time and seniority. Employees who volunteer must be fully capable of responding within thirty (30) minutes upon notification of an OCC start-up. The process for selection will begin with the most senior CSR, based upon willingness and response time followed next by the most senior CSRT, based upon willingness and response time; This pattern will be utilized as employees are selected from the call-out list until all CSR and CSRTs have been contacted. If additional employees are needed to staff the OCC, selection will begin with the most senior MRs based upon willingness and response time followed by the most senior UFI. This pattern will be utilized as employees are selected from the call-out list until all MR and UFIs have been contacted. Once the end of the list is reached, further selections, if additional employees are needed to staff the OCC, will begin by starting the selection process over beginning with the CSR and CSRTs then MRs and UFIs.

    a. A telephone contact log will be maintained to document that each employee on the list has been called. Employees that change their phone numbers of home location are responsible for notifying the OCC Coordinator of said changes.

    b. Once the OCC has been activated the list will be called in a rolling manner. If the OCC is closed, calling from the list will begin at the start of the list once the OCC is reopened.

2. The City will maintain a voluntary call-out list of Customer Service Representative, Leads (CSRL), assigned at the Tacoma Public Utilities Customer Service Division who will serve as OCC Coordinators during an outage event outside of normal business hours, Employees on the call out list will be listed by willingness and seniority. In the event there are not enough CSRL to staff the OCC, the City reserves the right to call-in any

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CSRL, a trained CSRT that would be setup to a lead, prior to calling in a supervisor to serve as an OCC Coordinator.

3. If management determines the severity of the outage event warrants or there are not enough employees to staff the OCC, the management may call-in additional employees, as needed, to assist with OCC responsibilities.

4. Any employee who does not report to work for their regularly scheduled work day, due to an unscheduled absence or leave of absence, will not be considered eligible for OCC call out until the initial selection process has occurred and additional employees are needed to staff the OCC. At that time, the employee's name will be considered eligible to be called on the list in the position they would have been placed if they had not been absent.

5. An employee assigned to work an OCC event before or after their regular work day may work a maximum of eight (8) hours of overtime in any twenty-four (24) hour period, as determined by management. Exceptions to this limit may be agreed upon between the employee and management. Employees will be paid at their regular rate for OCC activities occurring during the employees' regularly scheduled work day.

6. All employees are expected to work their normally scheduled work day. However, where an employee has worked during an OCC event, outside of normal business hours, and feels they cannot continue to work their regular work day, management will consider the use of sick leave or personal time off (PTO) for the remainder of the scheduled work day. Management may also consider an adjustment to the employees scheduled work day in accordance with Article 12.7 of the Collective Bargaining Agreement.

7. If an OCC event occurs during normal business hours, volunteers for any resulting overtime will be sought, by classification, by seniority, from employees still currently at work, prior to selecting employees from the call out lists. Similarly, if an event occurs during scheduled overtime, volunteers to work the OCC outage will be sought, by classification, by seniority, from the employees currently at work, prior to selecting employees from the call out lists.

8. When the OCC is open during regular business hours, those Meter Reader and Utilities Field Investigator employees who have been trained on the OCC may be afforded the opportunity to work their regular schedule assisting with OCC duties when management determines that their regular work may not be performed.

9. The City reserves the right to outsource the OCC functions to an emergency response agency.

The Parties further agree:

Either party may reopen or cancel this MOU with thirty (30) days' notice to the other party.

Originally Signed By:

Alice Phillips, IBEW Local 483 9/13/2012

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John Dryer, Labor Relations Manager 9/17/2012
Joy St. Germain, Human Resources Director 9/17/2012
Steve Hatcher, Customer Services Manager 9/19/2012
William Gaines, Utilities Director 9/20/2012

ORIGINAL

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Reclassification of Energy Services Specialist I to Customer Service Representative, Technical

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

It is agreed that the recent review of the work being performed by Sherry Berreth is no longer a fit with the Energy Services Specialist I classification and more closely aligns with the classification of Customer Service Representative, Technical. This has resulted in a reclassification of the position held by Sherry Berreth to the classification of Customer Service Representative, Technical.

It is agreed that the following terms and conditions shall apply to this reclassification with the effective date in concurrence with the date of September 16, 2011, which was the date approved through the Civil Service Board to allow the non-competitive appointment.

The incumbent's city service date shall remain as is, January 27, 2003, which is the date used to determine longevity pay and retirement.

For the purposes of vacation scheduling and job bidding, the job/classification seniority date will be based on the date of her permanent continuous service in the classification of Customer Service Assistant, which is May 31, 2004.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager, 10/11/11
William Gaines, Director of Utilities/CEO
Steve Hatcher, Customer Services Manager, 10/14/11
Joy St. Germain, Human Resources Director, 10/14/11

ORIGINAL

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Permanent Status for Customer Service Representative, Technical
Denise Hottel and Christina Parise

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

Denise Hottel and Christina Parise both took lateral transfers into project positions March 17, 2008 from Customer Service to Public Works. Recent review of the work performed in their positions at Customer Service, in 2008, supports that had these employees remained in their Customer Service positions they would have been given permanent status in the Customer Service Representative, Technical classification through the implementation of the classification and compensation study Local 483 Customer & Field Services addendum, effective January 1, 2010.

It is agreed that the following terms and conditions shall apply to these permanent appointments with the effective date in concurrence with the date approved through the Civil Service Board to allow the non-competitive appointments.

The incumbents' City service dates shall remain as they are which are used to determine longevity pay and retirement.

The job/classification seniority date for these employees in the Customer Service Representative, Technical classification will be based on the date on which the class/comp wages for the Local 483 Customer & Field Services contract were made effective, which is January 1, 2010.

Original Signed by:

Alice Phillips, IBEW Local 483, 1/5/2012
Joy St. Germain, Human Resources Director, 1/6/2012
William Gaines, Director of Utilities/CEO, 1/11/2012
Rey Arellano, Interim City Manager, 1/13/2012

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Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Seniority Dates for New Customer Service Representative Series (From 2010 Classification and Compensation Study)

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement.

During the implementation of the 2010 Agreement from the classification and compensation study, three (3) new classifications were created (CSR, CSR Technical, and CSR Lead) which replaced the previously existing series of two (2) classifications (CSA and Senior CSA).

Old Classification	Old Job Code	New Classification	New Job Code
		Customer Service Representative, Lead	06080
Customer Service Assistant, Senior	06120	Customer Service Representative, Technical	06120
Customer Service Assistant	06110	Customer Service Representative	06110

It is agreed that the following terms and conditions shall apply to these classifications for job seniority:

- The incumbents' job/classification seniority date for employees in positions classified as Customer Service Representative, Lead (06080) as of 1/1/2010 will reflect the date of permanent appointment to the Senior Customer Service Assistant classification (previously 06120).
- The incumbents' job/classification seniority date for employees in positions classified as Customer Service Representative, Technical (06120) as of 1/1/2010 will reflect the date of permanent appointment to the Customer Service Assistant classification (previously 06110).
- Any employee with a placement date AFTER 1/1/2010 will keep that date and will not have time in previous classification included in their job seniority.
- City service dates (aggregate service) shall remain as they are which are used to determine longevity pay and retirement.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager, 4/12/2012
Joy St. Germain, Human Resources Director, 4/12/2012
William Gaines, Director of Utilities/CEO, 4/13/2012
TC Broadnax, City Manager, 4/19/2012

ORIGINAL

LETTER OF UNDERSTANDING
Between
The City of Tacoma
And
IBEW, Local 483, Customer & Field Services unit

Subject: Shared position between TPU Customer Service and Neighborhood and Community Services (Code Compliance)

TPU Customer Service and Code Compliance have agreed to share a customer service position, based upon seasonal need. The position will be utilized in the Code Compliance office for a period of six (6) months and will return to the TPU Customer Service office upon completion.

Based upon the above, the City of Tacoma Customer Service and Neighborhood and Community Services (Code Compliance) departments, and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Understanding.

The Parties agree to the following:

- The shift in the Code Compliance office will be Monday – Friday, 8:00am – 4:30pm.
- While the employee is assigned to the Code Compliance office, the ability to crossover to work at TPU Customer Service will not be allowed.
- Any TPU Customer Service employee who accepts the time limited appointment in the Code Compliance office will have an equivalent permanent position to return when they complete the assignment.

This Letter of Understanding may be cancelled at any time, by either party, with thirty (30) days' notice to the other party.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager
Joy St. Germain, Human Resources Director
Steve Hatcher, Customer Services Manager
Tansy Hayward, Assistant City Manager/NCS Director
TC Broadnax, City Manager
William Gaines, Director of Utilities/CEO
Cheryl Comer, Deputy City Attorney

ORIGINAL

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Lead AOR for Meter Reader and Utilities Field Investigator
(TPU Customer Services)
October 7, 2014

The City of Tacoma and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

The Parties agree to the following:

1. An application of rate of ten percent (10%) will be applied to any employee assigned to lead Meter Reader or lead Utilities Field Investigator functions. The designation of and the work which qualifies for the application of rate in this LOA is assigned and/or removed at management's discretion. Thirty (30) days' notice will be given to any employee when the lead AOR is removed.

2. Work schedules for those employees in positions assigned as lead will begin thirty (30) minutes prior to the start of assigned staff.

3. There will be no pyramiding of application of rates. For example, an employee designated as a lead who is then assigned to train will not receive an additional AOR.

4. Management reserves the right to perform the duties of oversight and coordination of areas/routes, as needed.

5. The City acknowledges that the duties and responsibilities of the Leads will continue to be clarified and outlined as the program is developed.

6. This Letter of Agreement may be opened or cancelled by either party with thirty (30) days' notice to the other party.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager, 10/8/2014
Steve Hatcher, Customer Services Manager, 10/15/2014
Joy St. Germain, Human Resources Director, 10/13/2014
William Gaines, Director of Utilities/CEO

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LETTER OF UNDERSTANDING
Between
IBEW, Local 483
And
City of Tacoma, Department of Environmental Services

Subject: Wastewater Operations, Telecommuting Agreement

The City of Tacoma, Wastewater Division of the Environmental Services Department, and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Understanding.

Environmental Services has agreed to provide an opportunity for the billing and technical services section, located at the Wastewater Operations building, to participate in a telecommuting agreement.

Telecommuting is a mutually agreed upon alternative work schedule between the employee, the Union and the supervisor and is subject to approval of the Department Head or their designee, with the authority to end the telecommuting arrangement at any time.

The Parties agree to the following:

- Telecommuting is voluntary and offered to the Billing & Technical Services section of the Wastewater Operations.

- Each employee may telecommute one (1) day a week, Monday through Thursday. The day of week is subject to approval by the employer.

- When telecommuting the employee will maintain their regularly scheduled hours of work.

- The City agrees to provide desktop computers, along with a monitor, keyboard, mouse and VPN key fobs to employees who are approved to telecommute. The City will not reimburse employees for any internet or phone expenses. Any equipment, provided by the City, will be returned by the employee when telecommuting is ended. All City equipment is to be used for work purposes only.

- The employer maintains the right to require an employee to report to work, on their regularly scheduled telecommuting day. Employees are expected to report to work within one (1) hour of being notified of the need to report to work, if notification is during working hours on the telecommute day.

- Employees are responsible for contacting Information Technology support staff and their Supervisor within half an hour of their start time when there is network connection or technology issues. If an issue cannot be resolved within an hour of their start time, management may require the employee to report to work for the day.

- If an employee is sick, they are expected to notify their supervisor within half an hour prior to their scheduled start time.

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This Letter of Understanding may be cancelled at any time, by either party, with fourteen (14) days notice to the other party.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager, 7/13/13
Joy St. Germain, Human Resources Director
John O'Loughlin for Michael Slevin, Environmental Service Director
TC Broadnax, City Manager
Cheryl Comer, Deputy City Attorney

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Letter of Understanding
Between
City of Tacoma
And
IBEW Local 483, Customer & Field Services Unit

Subject: Contract for Tax Revenue Discovery and Utility Auditing Services – Trial Period

The City of Tacoma (City) and IBEW Local 483, Customer & Field Services Unit (Union), hereby enter into this Letter of Understanding (LOU), which shall be attached to the Collective Bargaining Agreement as an appendix, and shall expire upon the conclusion of the trial period.

This LOU, made effective as of the latest date of signing, shall apply to Local 483 CFS members employed in the Finance Department and Neighborhood and Community Services Department.

The parties agree to the following:

The City shall enter into a professional services contract with MuniServices, LLC, on a trial basis, as follows:

1. Discovery Services, Business License, Sales Taxes and B&O Taxes
   Trial Period: Approximately twelve (12) months, plus one hundred twenty (120) day "pre-discovery phase";
2. Auditing Services of Utility Companies
   Trial Period: Approximately eighteen (18) months, or until completion of in-progress audits of no more than five (5) utility companies.

The scope of work to be performed will be limited to that included in Exhibit "A" of the professional services contract.

The purpose of the above-referenced contracts is to provide services to audit private utility companies, verify local sales tax received and to validate the City's current discovery processes through the use of an independent third party.

The City acknowledges that some of the work performed by the Contractor may include exclusive bargaining unit work typically performed by classifications represented by the Union pursuant to RCW 41.56. By entering into this Agreement, IBEW Local 483 is not waiving any rights of representation over these classifications and the appurtenant duties.

The Parties further acknowledge that by entering into this Agreement, they have fulfilled any and all impact bargaining requirements in accordance with RCW 41.56.

During the trial period(s) of the above-mentioned professional service contract, no employee in the classification of Customer Service Representative, Customer Service Representative Technical or Customer Service Lead shall be subject to layoff as a result of this LOU. Additionally, no positions in these classifications, within the Finance Department or the Neighborhood and Community Services Department, which become vacant, shall be held vacant intentionally by the City during the trial period.

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The Parties hereby agree that during the life of the contract, the City will make a good faith effort to fill the budgeted positions, within the Finance Department or the Neighborhood and Community Services Department, as defined in the previous paragraph and as listed in the final 2015-16 budget document.

This Letter of Understanding 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.

Original signed by:

Alice Phillips, IBEW Local 483 Business Manager	12/17/2014
Joy St. Germain, Human Resources Director	01/23/2015
Nadia Chandler Hardy, Asst. to the City Manger	01/30/2015
Susan Ramirez for Andy Cherullo, Finance Director	02/10/2015
T.C. Broadnax, City Manager	02/12/2015
Cheryl Comer, Deputy City Attorney	02/03/2015

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