2020

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL No. 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Human Resources Bargaining Unit

ORIGINAL

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2020

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
HUMAN RESOURCES BARGAINING UNIT

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PREAMBLE

For the purpose of maintaining cordial relations between the City of Tacoma, hereinafter designated as the "City," and Local No. 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union," agree to the following conditions of employment.

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

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

The Union agrees that its members, who are employees of the City, will individually and collectively perform efficient work and service; that they will avoid and discourage waste of materials, time, and manpower; that they will use their influence and best efforts to protect the property and interests.

ARTICLE 1 TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020, to and including December 31, 2020, provided that, if either party desires to terminate the Agreement on the anniversary date of December 31, 2020, written notice of such intent must be given to the other party one hundred and twenty (120) days in advance of that date, and provided further that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

ARTICLE 2 SCOPE OF AGREEMENT

Section 2.1 Application of City Policies. This Agreement supersedes specific provisions of City policy with which it conflicts. If no conflict exists, employees will be subject to all City policies.

Section 2.2 Bargaining Over Mandatory Subjects. Except as permitted in this Agreement or by applicable law, the City will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The City will provide written notice (by letter and email) of the proposed changes to the Union Business Manager and the Union Business Representative or designee, and the Union will have twenty-eight (28) calendar days from the date of the notice to demand to bargain the change or impact of the change, as appropriate. Union demands to bargain must be submitted in

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writing (by letter and email) to the Senior Labor Relations Manager or designee. In the event the Union does not submit a timely demand to bargain, the City may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the City's control requiring immediate implementation, in which case the City will notify the Union as soon as possible.

Section 2.3 The parties will agree to the location and time for discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 3 MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City.

The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the City; provided, however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules or this labor agreement.

ARTICLE 4 UNION RECOGNITION AND ACTIVITIES

Section 4.1 Union Recognition. The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth in Appendix A.

Section 4.2 The parties recognize that certain provisions of Article 4 are unenforceable as a result of the Janus v. AFSCME US Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 4.

Section 4.3 It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and

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remain members in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 4.4 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 4.5 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The Union shall notify the City at least thirty (30) calendar days in advance of any changes to its dues or fees. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed between the Union and the City. 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 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 4.6 The Union agrees that the City shall not terminate employment under the security clause provisions of this Article until written notification is received from the Union that the employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided above.

Section 4.7 The Union agrees to defend, indemnify and save the City harmless against any claim or liability which may arise by reason of any action taken by the City to comply with or enforce the provisions of Section 4.2 and 4.4 of this Article, including reimbursement for any legal fees or expenses incurred by the City in connection with such an action.

Section 4.8 Work Site Access. The Business Manager or Business Representative of the Union may, after providing reasonable, advanced notice to the official in charge, visit the work location of employees covered by this Agreement for the purpose of

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investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the City.

Section 4.9 Officers and Stewards. The Union will furnish to the City an up-to-date list of officers and stewards at least annually, with changes as they occur. The City will not recognize any officer or steward whose name does not appear on the list.

Section 4.10 Use of Services and Equipment. Union Officers and stewards may make de minimis use of City email, telephones, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. Except as permitted in this Section, City-owned or provided equipment, service or supplies may not be used for conducting internal Union Business.

Section 4.11 Employee Discussions with Union Officials. Absent prior approval from their supervisor(s), employees who wish to discuss a matter with a Union official in a manner that will require more than de minimis time away from work are expected to do so during break time, a meal period, or outside of work hours.

Section 4.12 Time Off for Union Activities. Union officers and stewards may be allowed time off without pay to attend Union-sponsored meeting, training sessions, conferences and conventions; provided that the time off does not interfere with City operating needs. If the absence is approved, the employees may use accumulated vacation leave or PTO instead of leave without pay if requested; provided that any accrued compensatory time must be used in advance of vacation or PTO leave.

ARTICLE 5 STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union. The Union will not authorize nor will employees participate in a strike, work stoppage, or slowdown, during the term of this Agreement or during negotiations for a subsequent Agreement. The City will not engage in a lockout during the term of this Agreement or during negotiations for a subsequent Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage, or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 6 WORK RULES

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Section 6.1 Work Week. Unless otherwise agreed in writing, the work week for purposes of calculating overtime for overtime-eligible employees shall consist of seven (7) days beginning immediately at 12:01 A.M. on Monday. The standard work week shall consist of forty (40) hours of work Monday through Friday; provided that special programs or the needs of the City may necessitate work on Saturday or Sunday.

Section 6.2 Full Time Schedules. The City will assign all full-time employees to one of the following schedules:

a) 5/8s. The normal work week for full-time employees will consist of five (5) consecutive eight (8) hour days, normally Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., followed by two (2) consecutive days off. When business necessity requires, as determined by management, the hours shall be adjusted to fall between 7:00 a.m. and 6:00 p.m.

b) Alternate Work Schedules. Alternate work schedules may be agreed to by the employee and the appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) days. Absent continued mutual agreement between the employee and his/her immediate supervisor to continue an alternate work schedule, the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act. An employee on an alternate work schedule shall revert to a standard eight (8) hour work schedule for two (2) weeks (one pay period) when their day off falls on a paid City holiday, or when they are moving to a different alternative work schedule. When a paid holiday falls on an employee's regularly scheduled workday and that regularly scheduled workday is greater than eight (8) hours, overtime eligible employees will be required to use either vacation leave or PTO to make up the additional time the employee was scheduled to work in excess of the eight (8) hours of holiday pay.

c) Flex Time. With prior approval by their manager, an employee may alter his/her starting/ending times or work days, provided that the revised schedule does not reduce the number of work hours during the work week. Any adjustment shall be made up within the same work week.

Section 6.3 Part-Time Schedules. The City will determine the schedule for part-time employees based on operational needs and the role of the employee. Part-time schedules will include at least two (2) consecutive days off.

Section 6.4 Schedule Changes. Employees will be given at least fourteen (14) calendar days' written notice of an ongoing change to their work schedule (i.e., a change lasting fourteen (14) calendar days or longer). The day notification is given will be considered the first day of notice.

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Section 6.5 Overtime Eligible Positions. Human Resources Assistants and Human Resources Specialists are eligible for overtime under this Agreement. They will receive overtime compensation as provided by Section 1.12.080 of the Tacoma Municipal Code for all hours worked in excess of forty (40) in a work week.

Section 6.6 Overtime Exempt Positions. Human Resources Analysts are exempt from overtime and receive a salary that compensates them for all hours worked, including hours beyond forty (40) hours in a work week that may be required to complete assigned duties (employees may need to work late, on alternate days off or on weekends, as assigned).

Section 6.7 Overtime Computation. For purposes of calculating overtime for overtime-eligible employees, all hours spent performing assigned duties and all hours of paid leave will be considered time worked. Leave without pay will not constitute hours worked. There shall be no duplication or pyramiding of overtime pay. Overtime will be based on the employee's regular rate of pay.

Section 6.8 Overtime Authorization. Employees must receive prior authorization from their manager or designee before working overtime. Overtime will first be offered on a voluntary basis. In the event of insufficient number of volunteers to cover the overtime work such work shall be assigned starting by classification with the least senior employee in a workgroup.

Section 6.9 Compensatory Time in Lieu of Overtime for Non-Exempt Employees. For those employees who are eligible, compensatory time in lieu of cash payment for overtime worked may be authorized and/or used in accordance with the Tacoma Municipal Code 1.12.080. Compensatory time may only be earned with prior approval from manager or their designee. All accruals of compensatory time shall follow the Fair Labor Standards Act or qualify for its exemptions. Compensatory time off must be scheduled in advance with the approval of the employee's supervisor. Any unused compensatory time will be paid out at the end of the year in which it is earned at the employee's straight time rate.

Section 6.10 Meal and Rest Periods for Overtime Eligible Employees.
The parties agree to meal and break periods for overtime-eligible employees that vary from and supersede the meal and break period requirements of WAC 296-126-092. Such periods shall be taken at times scheduled/approved by the supervisor.

a) Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. The City shall make a reasonable effort to assign employees their lunch period reasonably close to the middle one-third (1/3) of their shift and shall make a reasonable effort to not interrupt the employee's meal period. An employee whose meal period is interrupted by work duties will be permitted to complete the meal period when duties allow. Employees must promptly notify their supervisor when they are unable to complete their meal period due to work interruptions.

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b) Employees will be allowed a paid rest period of fifteen (15) minutes in each one-half (1/2) shift of four (4) or more hours in duration. Where the nature of the employee's work allows the employee to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods may not be required.

c) Meal and rest periods may not be combined or used for late arrival/early departure from work except in special circumstances and with prior approval of the employee's supervisor.

ARTICLE 7 WORK JURISDICTION

The parties recognize the need for a collaborative approach to all aspects of Human Resources work and that such work may at times be performed by both non-represented and represented employees. The Human Resources Assistants, Human Resources Specialists, and Human Resources Analysts also perform such work under the oversight and direction, with occasional assistance, of Human Resources Managers or their designees. The parties agree that this collaborative approach does not constitute skimming nor is it intended to replace, eliminate, or reduce the number of positions in the bargaining unit. Both parties agree to meet when necessary to discuss any issues regarding jurisdictional concerns.

ARTICLE 8 TEMPORARY UPGRADE

Section 8.1 Temporary Upgrade Pay. Employees who are assigned the majority of duties of a higher classification in the bargaining unit in whole day increments, will receive upgrade pay in whole day increments for the time worked in the higher classification. An employee receiving upgrade pay will be compensated at the lowest step in the higher classification that is at least five percent (5%) higher than the employee's normal wage, but never higher than the top step of the higher classification. Written approval by the Human Resources Director or designee is required for such temporary upgrades.

In the filling of temporary vacancies, the City need not upgrade an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, or adaptability for the job. Neither is the employer required to upgrade employees assigned to other sections, division, or departments.

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.

For profession development opportunities, which will be determined on a case by case basis, employee(s) will not be eligible for an upgrade.

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Parties agree to meet and discuss concerns over this language in labor management at either parties' request.

ARTICLE 9 CONFIDENTIALITY

Compliance with the City's confidentiality expectations. Employees will comply with the City's confidentiality agreement.

ARTICLE 10 PERSONNEL FILES

Section 10.1 Maintenance of Personnel and Supervisor Files. The City will maintain an official personnel file for each employee. Supervisors may also keep working files regarding employees. Supervisors will review the employee's working files on a periodic basis and remove documents that are not relevant to ongoing issues.

Section 10.2 Right to Inspect. Upon request with at least two (2) business days' notice, employees may inspect the contents of his/her personnel file. An employee may receive a copy of any document contained in his/her personnel file.

Section 10.3 Adverse Information. Materials placed in an employee's personnel file regarding performance or discipline shall first be provided to the employee. Employees who challenge material included in their personnel file may provide responsive material for inclusion in their file.

ARTICLE 11 NON-DISCRIMINATION

Section 11.1 Pursuant to RCW 41.56 there shall be no discrimination against Union members, Union officers, Shop Stewards, or Union activity.

Section 11.2 Neither the City nor the Union shall discriminate against any employees covered by this Agreement because of race, color, national origin, religion, sex, age, marital status, sexual orientation, disability that does not prevent proper performance of the job, or other protected status under applicable law. Union and management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 11.3 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 Agreement, or recognized work rule adopted by the parties pursuant to this Agreement, 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.

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Section 11.4 Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's Anti-Discrimination and Anti-Harassment Policy and procedures, and/or using those remedies available through applicable law. Employees who choose to file a complaint under the City's Anti-Discrimination and Anti-Harassment Policy and procedures may, at their option, choose to have Union representation throughout that process. Alleged violations of this Article will not be the subject of grievances under Article 12 of this Agreement.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1 Definition of Grievance. An alleged violation of an Article of this Agreement.

Section 12.2 Grievance Timelines.

a) The time limitations in this Article may be adjusted by mutual agreement, in writing, between the Union and the City. Failure by the non-grieving party to comply with any 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 any of the foregoing time limitations shall constitute resolution of the grievance.

b) Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit. Copies of all grievances shall be sent to the Human Resources Director or his/her designee.

Section 12.3 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative, objective, problem-solving method. To this end, every effort will be made by both parties to resolve problems at the lowest level. Initially, the employee is advised to discuss the potential grievance with the shop steward. The employee and/or shop steward may choose to meet with the immediate supervisor to determine if the issue can be resolved or take the matter directly to their Union representative. Further contacts shall follow this procedure:

Step 1 Regardless of the status of any informal discussion regarding a grievance, the grievance shall be reduced to writing and electronic mail specifying the section or sections violated, relevant facts, and the proposed remedy and shall be presented to the immediate supervisor no later than twenty (20) working days of the day the employee or the Union knew or reasonably should have known of the events giving rise to the grievance. The parties may meet to discuss the grievance, and the immediate supervisor will respond in writing to the employee, shop steward and the Union office of the proposed resolution within ten (10)

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working days of receipt of the grievance or any meeting to discuss it, whichever is later.

Step 2 If the grievance is not resolved at Step 1, it shall be presented to the Human Resource Director, with copies to the Union, within ten (10) working days of the decision rendered at Step 1. The Human Resource Director shall (within ten (10) working days) render a decision in writing and electronic mail to the employee and the Union.

Step 3 If the Union or the employee is not satisfied with the response, then within ten (10) working days of receipt of the Human Resource Director's answer, the employee (or designated representative) will forward the grievance to the City Manager, or designee, for possible resolution. The City Manager shall submit his/her answer in writing and electronic mail within ten (10) working days after receipt of the grievance.

Step 4 Grievances not resolved under the above steps shall be referred to arbitration only by the Union, on its own behalf or on behalf of one or more employees, by giving notice of its intention to arbitrate within fifteen (15) working days following completion of the steps listed in these sections.

Section 12.4 Arbitrator Selection.

a) Following the City's receipt of the Union's request to arbitrate, the parties' representatives shall confer and attempt to agree on a neutral arbitrator. In the event that no such agreement is reached within five (5) working days of the Union's request to arbitrate, the Union will submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the Public Employment Relations Commission. The list will be limited to arbitrators from Washington and/or Oregon.

b) Within ten (10) working days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

Section 12.5 Rules Governing Arbitration.

a) Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within ten (10) working days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 12.4 to select an arbitrator to rule on the merits of the grievance.

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b) Any 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 by the court action to the extent such recovery is permitted under RCW 49.48.030. All other 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 his/her power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

ARTICLE 13 DISCIPLINE

Section 13.1 Cause for Disciplinary Action. All disciplinary actions for employees who have successfully completed their probationary period shall be for cause. Disciplinary action may include oral or written reprimand, suspension, demotion, any combination of these, or discharge. The City shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record.

Section 13.2 Investigations.

13.2.1 Duty to Cooperate. Employees have an obligation to cooperate with any investigation conducted by the City.

13.2.2 Union Representation. The City recognizes the right of an employee to Union representation during the investigative phase of corrective action and the City 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 City's effort shall not be considered a required process step and shall not be subject to the grievance process.

13.2.3 Administrative Leave. The City may place an employee on paid administrative leave during an investigation, pending a Pre-Disciplinary Meeting or pending a final decision as to the appropriate discipline after the Pre-Disciplinary Meeting.

Section 13.3 Pre-Disciplinary Procedure. If the City intends to impose discipline that involves a loss of pay or termination of employment, it will follow the following process.

13.3.1 Notice of Intent to Discipline. The City shall inform the employee of the proposed discipline in writing. The Notice of Intent to Discipline will describe the

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event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline.

13.3.2 Pre-Disciplinary Meeting (Loudermill hearing). If requested by the employee or the employee's Union representative, the City will schedule a Pre-Disciplinary Meeting to permit the employee to respond to a Notice of Intent to Discipline. At the beginning of any Pre-Disciplinary Meeting, the City will describe its proposed discipline and the general reasons for issuing the proposed discipline.

13.3.3 Information Sharing. Upon request, the City will make available to the employee and/or the Union a copy of all documents upon which it relied in reaching its intended discipline. If timely requested, such documents will be made available five (5) working days prior to the Pre-Disciplinary Meeting. Where this is not possible, the City and the Union will reach an agreement on the continuance of the hearing or other remedy fair to both parties.

13.3.4 Disciplinary Decision. No later than ten (10) working days after the close of the Pre-Disciplinary Meeting, the City shall inform the employee and the Union of its disciplinary decision in writing or, if the decision has not been finalized, update the employee in writing of the expected time for a final decision.

13.3.5 Letter of Reprimand. The City and the Union recognize the intent of a "letter of reprimand" is for modifying inappropriate behavior. Said actions 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.

Section 13.4 Grievance or Civil Service Board. Disciplinary actions limited to oral or written reprimands may not be challenged through the grievance procedure of Article 12. Suspensions of three (3) days in length or less may be processed through Step 2 of the grievance procedure. Suspensions of four (4) days in length or greater, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of this Agreement or submitted to Civil Service Board, if it falls under Civil Service Board jurisdiction. (The Civil Service Board's jurisdiction is a suspension of more than thirty (30) calendar days, reduced in rank or pay, or terminations.) 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.

ARTICLE 14 SELECTION OF PERSONNEL

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In the selection and lay-off of personnel for regular positions, the City will abide by the rules and regulations as set forth in Chapter 1.12, 1.14 and 1.06.070 of the Tacoma Municipal Code.

ARTICLE 15 BENEFITS

Section 15.1 Joint Labor Agreement. 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 December 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 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.

Section 15.2 Personal Time Off. All bargaining unit employees will receive Personal Time Off (PTO) as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees who earlier converted to PTO from the City's vacation and sick leave programs will be permitted to use or cash out any remaining leave balances in accord with the provisions of the Tacoma Municipal Code.

ARTICLE 16 LABOR MANAGEMENT COMMITTEE

Section 16.1 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. Unless expressly agreed, the Labor-Management Committee will have no authority to conduct negotiations or to modify this Agreement.

Section 16.2 The City and Union agree to hold Labor-Management Committee meetings as necessary. Meetings will be called upon request of either party to discuss issues affecting employees covered by this Agreement. Subjects for discussion at Labor-Management Committee meetings shall be set by mutual agreement of the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in Labor-Management meetings; provided that absent mutual agreement, no more than three (3) employees will participate in a meeting. The

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purpose of Labor-Management Committee meetings is to deal with matters of general concern to the Union and management in a timely and efficient manner.

Section 16.3 Chairmanship of the Committee shall alternate each meeting between Labor and Management.
Section 16.4 The Union will be notified of any changes to class specifications/job descriptions of bargaining unit positions.

ARTICLE 17 TRAINING AND DEVELOPMENT

A professional development plan specifically designed to meet the needs of the bargaining unit positions may be developed to identify skill requirements. The City will pay pre-approved fees and travel expenses for required job-related training. Employees may request, and managers may approve, payment of some or all fees and/or travel expenses associated with training that is not required. Employees will be paid for work time for training or travel in accordance with the FLSA.

ARTICLE 18 OUTSOURCING

Section 18.1 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 sixty (60) days prior to outsourcing of bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 19 WAGES

Section 19.1 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 19.2 The wage scales found in Appendix A shall prevail for employees employed in the listed classifications in the Human Resources Unit.

ARTICLE 20 VEBA

The bargaining unit members covered by this Agreement are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997, and in accordance with the provisions of the Tacoma Municipal Code; provided that the

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option to participate in the VEBA program will terminate effective January 1st of any year in which changes to federal or state law make it possible that participation in the program will result in a tax or penalty on amounts contributed.

ARTICLE 21 SAVING CLAUSE

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

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EXECUTED THIS 19th DAY OF August, 2019.

City of Tacoma

City Manager

Senior Labor Relations Manager

Finance Director

Approved as to form:

Cheryl Comer 8-13-19
Deputy City Attorney

Attest:

Doris Sonium 8-19-2019
City Clerk

Local 483, IBEW, Human Resources Bargaining Unit

Business Manager 2/8/2019

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APPENDIX A

Wages as of January 1, 2020.

Code	A	Job Title	1	2	3	4	5
11060		Human Resources Assistant	22.88	24.02	25.24	26.49	27.81
11140		Human Resources Specialist	29.80	31.28	32.85	34.48	36.20
11150		Human Resources Analyst	35.05	36.81	38.65	40.58	42.61

Effective January 1, 2020, the 2019 rate for Human Resources Specialist, Human Resources Analyst and Human Resources Assistants shall be increased by three percent (3%).

Longevity Pay – The above classifications shall receive longevity pay effective April 1, 2017 as outlined in the Tacoma Joint Labor Committee Agreement and the Human Resources Unit Agreement, and as outlined below:

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

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APPENDIX B

This [Appendix/Addendum] 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,

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the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute $40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.

6.2.5 Wellness Credit. Employees participating in wellness will receive a $20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser

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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.

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

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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:

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.

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6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

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

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Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

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

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the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of $596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be $23.84, the deduction from sick leave and/or PTO would be $596/$23.84=25 hours.

6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.

6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.

6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest $1,000 of coverage.

6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

(a) From 5 through 9 years aggregate service 1% per month
(b) From 10 through 14 years aggregate service 2% per month

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(c) From 15 through 19 years aggregate service 3% per month
(d) 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.

(e) New Year's Day (January 1)
(f) Martin Luther King Day (third Monday in January)
(g) Presidents' Day (third Monday in February)
(h) Memorial Day (last Monday in May)
(i) Fourth of July
(j) Labor Day (first Monday in September)
(k) Veterans' Day (November 11)
(l) Thanksgiving Day (fourth Thursday in November)
(m) The day immediately following Thanksgiving Day
(n) Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

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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.

Index to Letters of Understanding

Title **Date**

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Letter of Understanding
By & Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Human Resources Unit

Subject: Scope of Agreement

This Letter of Understanding, the Confidentially Agreement which it incorporates and the Settlement Agreement between the parties (dated September 13, 2016) constitute the entire agreement between the parties and supersede any prior written or oral agreements between the parties. Any past practice existing prior to the date of ratification whether written or oral, is null and void, unless specifically preserved in this agreement.

This Letter of Understanding cannot be modified, altered or amended except by a writing signed by both parties.

The parties agree to place the Scope of Agreement language into a Letter of Understanding in lieu of entering it into the collective bargaining agreement. The LOU will expire one year from the date of ratification.

Signed by:

Gary Buchanan
Human Resources Director
Bill Fosbre
City Attorney
Elizabeth A. Pauli
City Manager

Alice A. Phillips
Business Manager

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