

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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**ORIGINAL**

## 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

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

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

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**

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.

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.