2019-2021

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

WATER DIVISION UNIT

ORIGINAL

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2019-2021

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AGREEMENT
By and Between

CITY OF TACOMA
and
LOCAL #483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
WATER DIVISION UNIT

PREAMBLE

For the purpose of maintaining cordial relations between the Department of Public Utilities of the City of Tacoma, hereinafter designated as the "Department" 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 Department and the Union acknowledge our mission to protect the public health of the people of Tacoma and our service area; to assure the reliability and quality of the water we provide; and to honor our customers and ourselves by the quality of service we provide. The Department and the Union state our common goal to make Tacoma and its water service area a better place to live.

The Department and the Union have a common and sympathetic interest in the water industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Department, the Union, and the public. All will benefit by adjusting any differences by rational common sense methods. The accomplishment of the Water Division's mission and goals can only be achieved if represented and unrepresented employees work together as a team. We must respect each other's roles, ideas and work.

The Department 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 and Department agree that all employees will individually and collectively perform efficient work and service; and that we will avoid and discourage waste of materials, time and labor, and that we will use our influence and our best efforts to protect the property of the Department and our customers and to prevent loss wherever possible; and that we will cooperate in promoting and advancing the welfare of our customers and employees at all times.

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2019, up to and including December 31, 2021, provided that, if either party desires to terminate the agreement on the anniversary date of December 31, 2021 (three years), written notice of such intent must be given to the other party sixty (60) days in advance of that date. It is understood that this

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Agreement shall be subject to such changes or modifications during its term as may be mutually agreed by the parties hereto; provided, the parties agree to reopen any necessary articles and sections of this Agreement in order to fulfill bargaining obligations as described in Article 3, related to a departmental reorganization that will be initiated and executed on, or before December 31, 2021. The bargaining shall include union position and proposals related to these articles and sections.

The parties agree to meet to discuss the Operator in Training program.

The City will remove the requirement for the Water Service Mechanic to hold and maintain a Commercial Driver's License for Water Quality positions.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 The parties recognize that certain provisions of Article 2 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 2.

Section 2.2 Union Recognition. The Union shall be the exclusive bargaining agent in all matters of wages, hours, and working conditions in the application of the Agreement to the classifications in the Department now listed and later added to the classifications in Appendix A.

Section 2.3 It shall be a condition of employment that all employees of the Department, 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 the effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union, or in lieu thereof pay 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 shall 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.

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Section 2.5 The Department agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The Department 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 on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the Department. There shall be no retroactive deduction of union dues.

Section 2.6 The Union agrees that the Department shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues, or service charge, or provide proof of an alternative payment based on religious tenets, as provided herein above.

Section 2.7 The Union further agrees that in the event that the Department undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the Department 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 Department 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 Department for termination of said employee's tenure.

Section 2.8 Leave for Business Manager. The Director will approve granting of leave of absence without pay for the period covered by this Agreement without loss of civil service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes to no more than two employees of the 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 2.9 Shop Stewards and Union Bulletin Boards. The Union shall furnish the Human Resources Director with an up-to-date list of Shop Stewards, and shall keep such list current. Shop Stewards shall be permitted to devote a reasonable amount of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Department to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Department has not specifically abridged, delegated, or modified by this Agreement are retained by the Department. Examples shall include the right to hire, promote, direct the employee workforce, discipline employees for just cause up to and including discharge, determine 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 Agreement.

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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.

ARTICLE 4 - STRIKES AND LOCKOUTS

It is recognized that the Department 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 Department and the Union.

The Union will not authorize a strike, work stoppage, or slowdown, and the Department will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage, or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives, or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 5 - DEFINITIONS

Section 5.1 Craft Representative. A Union member designated by the Union as such.

Section 5.2 Work Seventy-Five (75) Feet Above the Ground. All employees when working seventy-five (75) feet or higher above ground on poles, trees, towers, or other structures, shall be paid at the straight-time rate in addition to their regular pay for the time worked; provided, however, any combination of such rates under any circumstances shall not be more than three times the employee's regular straight-time rate; provided further, that this provision shall not apply to employees when working on such towers or structures when, in the opinion of the Director of Utilities, no exceptional hazard exists.

Section 5.3 Non-Shift Employee. An employee working a basic workweek of five (5) eight (8) hour days, or mutually agreed alternative, Monday through Friday.

Section 5.4 Eight (8) Hour Day. Eight (8) consecutive hours exclusive of the thirty (30) minute lunch period.

Section 5.5 Shift Worker. An employee working in one of the following classifications: Water Treatment Plant Supervisor, Water Treatment Plant Operator, Water Control Station Operator, and Watershed Inspector.

Section 5.6 Lead Worker. An employee designated to lead a permanent crew or assigned a similar scope of responsibilities.

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Section 5.7 Standby. When any employee is required and agrees to hold themselves subject to call for emergency work at any time outside of their regular work shift, it is to be at the agreed to standby rate.

Section 5.8 Reporting Headquarters. Reporting headquarters are the Water Operations Center, McMillin Operations Building and Green River Operations Center. The Distribution crews, Wells crews and WCC Operators use the Water Operations Center as their reporting headquarters. The Gravity crew and McMillin Distribution crew use the McMillin Operations Building as their reporting headquarters. WQ crews use both the Green River Operations Center and Water Operations Center as their reporting headquarters. This definition is used with regard to filling temporary vacancies and has no relationship with the location of a crew's supervision.

Section 5.9 Trading Positions. Any exchange of positions between employees in the same classification but in different sections or reporting headquarters must be carried out within the bid procedures as outlined in this contract.

Section 5.10 Emergency/Non-Scheduled Overtime. Non-Scheduled hours worked before or after the regular shift, when an employee is called out from home or on continuation of the employee's regular shift.

Section 5.11 Scheduled Overtime. Work that is performed outside the employee's regularly scheduled shift to include weekends for which the employee received notice prior to the end of the regular shift on the preceding work day.

Section 5.12 Work in Pipe. All employees when working inside a pipe shall be paid an additional five percent (5%) of their regular base rate for hours spent working in the pipe. For purposes of this section, work in pipe shall be defined as work performed fully inside an installed pipe.

Section 5.13 Shop Steward. Union member appointed by the Business Manager.

Section 5.14 Grievance. An alleged violation of an Article of this Agreement.

Section 5.15 Labor Management Committee. A committee composed of an equal number of representatives of the Department/Division and of the Union as provided in Article 6.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

A Labor/Management committee composed of four (4) representatives each from the Department and from the Union shall be established. Their respective choice of representatives is recognized, however, each party shall notify the other party of any change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

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

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The Department 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 of Labor Management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to the Union and Management in a timely and efficient manner.

The Labor/Management Committee shall designate subcommittees for grievances, exam reviews and other purposes as necessary.

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 Department nor the union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable federal, state and local regulations and or laws because of but not limited to race, color, national origin, ancestry, religion, sex, age, marital status, sexual orientation, gender identity, marital or veteran status or disability that does not prevent proper performance of the job. The 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.

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 Department 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 Grievance Timelines.

A. To be valid, a grievance must be submitted in writing and/or electronic mail within thirty-five (35) calendar days of the alleged violation by the grieving party. Copies of all grievances shall be sent to the Human Resources Director or his/her designee.

B. The time limitations in this Article may be adjusted by mutual agreement, in writing, between the Union and the Department. 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.

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C. 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.

Section 8.2 It is the goal of both the Union and the Department 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 If the grievance is not resolved through informal discussions, then it shall be reduced to writing and/or 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 thirty-five (35) calendar days from first knowledge of alleged incident outlined above. The parties will 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 fourteen (14) calendar days of this meeting.

Step 2 If the grievance is not resolved at Step 1, it shall be presented to the section manager, with copies to the Union, within fourteen (14) calendar days of the decision rendered at Step 1. The section manager shall (within fourteen (14) calendar days) render a decision in writing and/or electronic mail to the employee and the Union.

Step 3 If the Union or the employee is not satisfied with the response, then within fourteen (14) calendar days of receipt of the section manager's answer, the grievance will be submitted to the Superintendent. Grievances relating to matters other than employee discipline shall be addressed at the next quarterly Labor/Management Committee or grievance subcommittee meeting or mutually agreed to special meeting.

The Labor/Management Committee shall report its finding in writing to the Superintendent and the Union Business Manager within fourteen (14) calendar days of the conclusion of the review. Within fourteen (14) calendar days following submission of the Step 2 grievance or following receipt of the Labor/Management Committee's recommendation, whichever is later, the Superintendent will render to the employee and the Union the decision, and reason for it, in writing.

Step 4 If the Union or the employee is not satisfied with the response, then within fourteen (14) calendar days of receipt of the Superintendent's answer, the employee (or designated representative) will forward the grievance to the Utilities Director for possible resolution. The Utilities Director (after consultation with the Superintendent, the Human Resources Director and Union Business Manager) shall submit his/her answer in writing within fourteen (14) calendar days after personal receipt of the grievance.

Step 5 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,

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by giving notice of its intention to arbitrate within twenty-one (21) calendar 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. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. 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 Department 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 power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

ARTICLE 9 - TEMPORARY VACANCIES

Section 9.1 In the absence of a journey, lead worker or supervisor, Department management may, at its discretion, set up employees in a lower classification to the temporarily vacant position. The term set-up is used to describe the practice of advancing an individual to a position of greater pay and responsibility during the temporary absence of the incumbent occupying the higher position. Employees ranking highest on existing Civil Service list shall be assigned to those vacancies which are expected to provide the longest time in set up status. Such vacancies, when filled, shall be filled in the following manner:

(1.) From a layoff register,

(2.) From an existing Civil Service eligible list for said position,

(3.) By appointing the employee with the longest permanent length of service in the next in line lower classification.

Overall seniority shall be considered only when other factors stated above are equal.

Section 9.2 Set ups for Vacancies:

Eligibility will be determined as defined by Section 9.1.

A scheduled vacancy is any vacancy for which two (2) or more full working days advanced notice is provided.

An unscheduled vacancy is any vacancy for which advance notice of less than two (2) full working days is provided.

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A. A vacancy of four (4) consecutive working days or less, scheduled or unscheduled, will be filled from the reporting headquarters and section in which the vacancy occurs.

B. A scheduled vacancy of five (5) consecutive working days or longer will be filled without regard to reporting headquarters or section.

C. If at any time during an unscheduled vacancy it is apparent that the absence will last more than a total of five (5) days, it shall be considered a scheduled vacancy and any set-up resulting from that absence shall be offered to the first available person, as defined in Section 9.1, Division wide, after one (1) day preparation time.

Section 9.3 It is an absent employee's responsibility to notify his/her supervisor as soon as possible regarding:

A. The anticipated duration of an unscheduled vacancy.

B. Any changes in the anticipated duration of either a scheduled or unscheduled vacancy.

Section 9.4 In the event of a water quality chemical feed-related emergency which occurs outside of normal working hours, the Department may vary from the normal emergency call out procedures in order to more effectively respond to the public health risk and to utilize personnel with the specialized training necessary to effectively respond to chemical feed emergencies. In the event of potentially complex chemical feed related emergencies requiring emergency call out, the Water Quality Section chemical feed maintenance specialist will be called. If the specialist is not available, call out preference will be given to employees who have completed the training approved by the Water Quality Section Manager. Call out of employees with chemical feed training will be based on their position on the standby list and will rotate among employees with the required training.

Section 9.5 Notwithstanding anything contained herein, the Department need not consider the request of the employee who does not posses the knowledge, skill, adaptability or physical ability required for the job on which the application is made.

Section 9.6 An employee placed on a temporary assignment to a higher classification shall receive the rate of pay for the higher classification to the next full hour, with a minimum of two (2) hours in any one day, unless otherwise specified in this Agreement. An employee set up to a higher classification shall be paid at the setup rate for meetings and trainings, as long as the employee is required to remain responsible for the duties of the higher classification and no setup is required to backfill the work while the employee is in the meeting or training.

Employees who are temporarily assigned to a vacancy that lasts sixteen (16) business days or longer will receive the higher classification rate of pay for all hours worked (including time spent in meetings and approved training) after the first fifteen (15) business days of the assignment.

Section 9.7 The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Tacoma Municipal Code. For all other purposes, the seniority provisions in the Personnel Rules contained in Chapter 1.24 of the Tacoma Municipal Code shall be applied.

Section 9.8 Employees may exercise their right of refusal for a set-up or promotion to temporary or permanent opportunity without fear of reprisal. Employees may elect to sign a

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waiver from being asked for a specific job or opportunity if they have no interest for said position, or are obligated to other work commitments. The employee shall maintain the right to rescind any such waiver upon request.

Employees who have not signed a waiver and who have refused three set-ups to a temporary job opportunity (refusal due to pre-scheduled absences excluded) within the same classification, within a sixty (60) day calendar period, need not be considered for that temporary job until they reestablish their interest as noted.

Note: After the sixty (60) calendar day period, tracked or calculated from the first refusal date, the refusing employee can notify the supervisor in writing that they again wish to be reconsidered for such temporary opportunities.

Section 9.9 Irrespective of the other sections of Article 9, Water Service Workers, Water Plant Maintenance Workers or Water Utility Workers may be set up to temporary assignments as lead. A list will be maintained for individuals interested in set-ups to temporary vacancies. Qualified candidates will be selected from the list as determined by the supervision/management.

In the event there are not enough designated leads to fill the necessary assignments, the selection for such temporary assignments will be made in the following order:

1. Existing Water Service Workers/Water Plant Maintenance Workers, whichever is appropriate, by seniority.

2. Rank Order from the current Water Service Worker/Water Plant Maintenance Worker Civil Service list (if any).

3. JATC graduated Water Utility Workers by seniority.

Section 9.10 Temporary Assignments. Employees and their positions when assigned for more than five (5) consecutive work days to report directly to different reporting headquarters than they have bid to, or when less than two (2) working days notice is provided regarding assignment to different reporting headquarters, shall receive, in addition to their regular compensation, ten dollars ($10) per work day for the duration of their temporary assignment. This provision does not apply to employees attending previously scheduled training, or driving a City owned vehicle, or the JATC rotations which are covered under Appendix A, Application of Rates, Subsection C.

ARTICLE 10 - SELECTION OF PERSONNEL

Section 10.1 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 Tacoma Municipal Code.

Section 10.2 Bid Procedure.

A. Bid Positions. Whenever a regular permanent position is to be filled, prior to requisitioning from the Civil Service employment list established for the particular classification, employees in that classification may bid for said vacancy based on seniority in the class. The senior bidder will be assigned to the vacant position, if he/she

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possesses the necessary qualifications to perform the duties of the job. No more than one such assignment per six month period per employee shall be permitted.

This procedure does not apply to bidding between construction supervisors for Utility Workers assigned to Water Distribution Operations in town.

When bid opportunities arise, the Division will post an announcement of the opportunity in all crew locations. The announcement will show the name of a supervisor or office staff who will be the holder of the sign-up sheet for the bid opportunity. Interested individuals will have five days to contact the holder of the list and to sign the list in the presence of the holder. The signing of the list by an eligible individual will constitute a bid for the position.

Where direct contact for signing is impracticable, (i.e., prospective bidder is off work or temporarily relocated), the designated sign-up sheet holder shall accept direct verbal confirmation and shall maintain a record verifying date and nature of contact and name of bidder.

B. Bid Process. A position qualifies for the bid procedure whenever a regular permanent position is to be filled prior to requisitioning from the Civil Service employment list. Applied rate positions will be filled using the interest list process as described below. However, the Locator position will be filled using the bid process.

Employees bidding for an open position must currently hold that Civil Service classification in order to bid for the position.

Apprentices will be rotated in accordance with guidelines set forth by Tacoma Water's J.A.T.C. program.

In order to expedite the bid process, supervisors may ask employees (in order of seniority) if they are interested in the open position. This type of inquiry shall be made for each open position before hiring from the Civil Service employment list.

Employees may bid to reporting headquarters in addition to supervising desks within those headquarters (i.e., desks within Distribution).

Positions bid under this process will be awarded by seniority.

An employee may only bid into one position every six (6) months.

Section 10.3 Interest List Procedure.

A. Interest List. In order to provide a defined process to fill applied rate positions, an interest list will be established. Applied rate positions do not have a Civil Service job code. However, the locator position has been identified as an applied rate position that will be filled using the bid process.

B. Interest List Process. When an applied rate position is open, an interest list will be posted for a minimum of 10 working days.

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Employees interested in the position must sign the interest list during the posting period. In the event any employee is not selected for a job in the proper line of seniority, the Department shall, upon written request of the Union, submit in writing to the Union the reason for the choice.

Employees who hold an applied rate position will be allowed to bid for the open position before Management hires from the interest list.

The only difference between an interest list and a bid list is that positions awarded from an interest list are not awarded by seniority unless all other qualifications are equal. A bid list is awarded by seniority.

Section 10.4 Break-in Period. An employee assigned or promoted to a position who has had no previous experience in that position shall be given a reasonable break-in period with an employee in that position. A controversy concerning the reasonableness of the break-in period shall be referred to the Labor-Management Committee.

Section 10.5 Standby.

A. Eligibility for Standby. In order to be considered eligible for Distribution standby, employees must live no further than 40 minutes' drive from the Water Distribution Building. Drive time will be calculated from eligible employees' permanent residence of record to the Water Distribution Building using a website that provides mapping or directions information. In order to be considered eligible for Supply standby, In Town Supply employees must live (permanent residence) no further than 40 minutes' drive from the Water Distribution Building. Gravity standby employees must live no further than 40 minutes' drive from McMillin using a website that provides mapping or directions information.

B. Reassignment of Standby Responsibilities. When an eligible employee is regularly scheduled to be on standby and cannot fulfill the obligation of the schedule, the following process will be followed to distribute standby in a fair and equitable manner:

1. With approval by the standby supervisor, two individuals may trade standby weeks or days equally, to accommodate themselves. It shall be the responsibility of both parties to notify their standby supervisors of the date or dates prior to the trade. If an equal trade day-for-day cannot be accomplished, then the standby shall be assigned as described below. The individuals making the trade shall be responsible for notifying the office staff by the Wednesday preceding the weekend to insure timecards are ready. If the office is not notified the standby person will be responsible to complete his or her own timecard.

2. If a standby person has relinquished the standby assignment, the supervisor shall proceed through the standby list, excluding the personnel currently holding a standby rotation. A list of employees who are interested and eligible for standby time shall be established on a volunteer basis. Seniority will be used in determining an individual's ranking on list. Employees who have permanently relinquished their standby reserve the right to regain it at a later time, but must wait for an opening on the list and be eligible. There are no bumping rights.

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ARTICLE 11 - SAFETY STANDARDS

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.

ARTICLE 12 - HOURS OF WORK

NON-SHIFT EMPLOYEES (Sections 12.1 – 12.5)

Section 12.1 Eight (8) Hour Day. Eight (8) hours exclusive of the lunch period shall constitute a day's work. Normal hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing the thirty (30) minutes for lunch. For purposes of this Article, the normal workday shall be considered to start at 12 midnight and the FLSA workweek shall begin at 12:01 a.m. Monday. Absent emergency conditions, when job requirements make it necessary to establish work hours other than the above, they may be temporarily established by twenty-four (24) hours' notice. Alternate schedules will not be established such that an employee will receive less than his/her standard number of straight time hours.

Section 12.2 Notwithstanding 12.1, an exception to the normal shift (e.g., 4/10's, 9/80's) may be made by mutual agreement between the employee and management. Such changes shall be considered temporary and will include normal breaks and a thirty (30) minute lunch period. No such changes shall violate work week provisions or overtime as outlined under the Fair Labor Standards Act. Either party (employee or management) may cancel this temporary change with ten (10) days' written notice to the other party.

Section 12.3 Five (5) Day Week. Five (5) days of eight (8) hours each, Monday through Friday, shall constitute a regular workweek of forty (40) hours.

Section 12.4 Supervisors. Supervisors will work with each other as well as their immediate supervisors to develop individual flex schedules. Mutually agreed upon changes in the schedules to meet special needs may occur from time to time. The supervisors shall coordinate with the on-call supervisor to handle any situations that may arise within their section during their absence. Time off due to flexed schedules shall be recognized as official time off. Supervisors will not be held accountable for situations that may arise during their time off. Supervisors shall coordinate their workload and assure that it is not necessary to set-up an additional individual to cover their absence due to flex time. Supervisors working an adjusted work day must flex their hours within the same workweek. With the approval of their manager, the Supervisor shall be compensated at the overtime rate for any unused flex hours.

Section 12.5 Overtime.

A. All work performed in excess of the employee's scheduled shift or forty (40) hours of regular time per week shall be paid for at the proper overtime rate of one and one-half (1-1/2) times the regular rate. 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 the Division Superintendent or his/her designee. All compensatory time shall be utilized or paid out in

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the year in which it was earned. Employees shall have the option of converting their compensatory time to cash, use as time off (with supervisory approval) or contribute to their deferred compensation plan in accordance with the rules and guidelines of said plan. Any unused compensatory time will be paid out as cash at the end of the year in which it is earned. All use of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. An employee called to perform overtime work shall be paid from the time he/she reports to the work headquarters or the job site, as the case may be.

B. Fatigue Time. An employee who works at least eighteen (18) continuous hours and has less than six (6) hours before the start of their next regular scheduled shift may opt to report to work no later than four (4) hours into the next shift. The employee will be compensated at the straight-time rate for the first four (4) hours of their shift. An employee who has worked at least eighteen (18) continuous hours and works past the start of their regular scheduled shift will be compensated at the straight-time rate for four (4) hours after being relieved from duty by their supervisor. Should the employee choose to take the remaining balance of the shift off they must use accrued sick leave, PTO or vacation to cover that balance. Should the employee choose to take one full shift off, they must use accrued sick leave, PTO or vacation for the remainder of their shift.

C. All work performed outside the scheduled work hours on Sundays, and Thanksgiving and Christmas Days shall be paid at two (2) times the regular rate.

D. A minimum of two (2) hours' overtime pay shall (only once in a calendar day) 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 his/her regular shift, or continues after his/her regular shift.

E. All overtime shall be from an established seniority list within each section, on a voluntary basis, by classification. In the event volunteers are not available, the Department retains the right to assign employees from the overtime list, in the inverse order of seniority. When overtime immediately precedes or follows the regular workday, the assigned crew shall prevail. On jobs not finished by a crew on Friday night, the same crew shall be used if ordered to work on that particular job on the immediate weekend. The Supervisor shall have the discretion to redeploy a crew which is currently working overtime to address another separate emergency. In the event that an after-hours emergency requires assembling a new construction crew, the oversight of the crew shall be offered to the stand-by employee first.

F. In the event that an overtime opportunity has been assigned incorrectly, resulting in an employee working overtime hours which should have been worked by another employee, the Department will create an equivalent overtime opportunity that will be assigned outside the normal assignment process to replace the missed opportunity. Such overtime work shall be of a nature that will not harm a more senior employee. The replacement overtime opportunity will be scheduled by mutual agreement. Absent unusual circumstances, the replacement overtime opportunity will be scheduled within three (3) months or the time shall be forfeited unless both parties mutually agree to extend the timelines. This Section will provide the exclusive remedy to correct overtime assignment errors made in good faith. It will not be used to intentionally bypass agreed assignment procedures.

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G. When in an on-call status, a Water Service Supervisor shall be compensated for 1 (one) hour at the overtime rate for the first emergency call not requiring a return to headquarters or the work site. Subsequent calls after the first hour of paid time shall be paid at the overtime rate for the actual time spent to handle the call. During on-call status, a phone log will be maintained by the on-call employee.

SHIFT PERSONNEL (Sections 12.6 – 12.10)

Section 12.6 Shift Premium. Employees working a night shift shall receive an additional three (3) percent compensation for all hours worked on said shift. Employees working overtime on a night shift shall receive the shift differential along with their overtime pay according to the FLSA.

Section 12.7 Standard Shift.

A. Green River Treatment Plant Operators and Supervisors. The parties have agreed to a shift design providing for 24-hour coverage by operators and supervisors at the Headworks Water Treatment Plant as described in a Letter of Understanding dated October 8, 2014 titled Headworks 24- Hour Shift Implementation. If changes to this standard shift are contemplated, the Department will notify the Union prior to implementation of the new shifts and bargain the decision and the impacts of the decision to change shifts.

B. Water Control Center Operator. The parties have agreed to a shift design providing for 24-hour coverage by operators at the Water Control Center as described in a Letter of Understanding dated January 1, 2013 and revised August 16, 2013 titled Water Control Center 24-Hour Shift Implementation. If changes to this standard shift are contemplated, the Department will notify the Union prior to implementation of the new shifts and bargain the decision and the impacts of the decision to change shifts.

C. Watershed Inspectors. Watershed Inspectors shall be scheduled to work ten (10) days on duty, followed by four (4) days off duty. The standard shift will be eight (8) hours in length. The FLSA workweek for purposes of calculating overtime will begin at 12:01 a.m. Saturday. If changes to this standard shift are contemplated, the Department will notify the Union prior to the implementation of the new shifts and bargain the decision and impacts of the decision to change shifts.

Section 12.8 Holidays.

A. Holiday Pay. Shift employees will receive holiday pay as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement for City observed holidays, regardless of whether they are scheduled to work on the day the holiday is observed by the City.

B. Premium for Regular Work on a Holiday. Employees working their regular schedule on a holiday shall record regular time for such hours and will receive, in addition to their regular rate of pay, the following holiday premiums:

Pay equal to one (1) times their hours worked for hours worked on Thanksgiving or Christmas Day.

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Pay equal to one-half (1/2) times their hours worked for work on all other City-observed holidays.

C. Alternate Dates for Holiday Premium. For the following four holidays, the holiday premium pay described in paragraph B above will be paid for the following dates and not the City recognized holiday:

New Years Day—January 1st of each year
Independence Day—July 4th of each year
Veteran's Day—November 11th of each year
Christmas Day—December 25th of each year

Section 12.9 Time Off.

A. An employee shall be entitled to take time off from his/her regularly scheduled shifts equal to his/her earned vacation. All time off and vacation time shall be scheduled in accordance with Section 14.2, and shall require at least ten (10) days' advance notice, except under circumstances as determined by the Department.

B. An employee may take his/her earned vacation during his/her regular off-duty time.

Section 12.10 Overtime.

A. Shift employees called back to work from scheduled days off shall receive overtime compensation at one and one-half (1.5) times the regular rate of pay, except as provided below. For the purposes of Sections 12.6 through 12.10, a day on which the employee is not scheduled to begin a regular shift is a calendar day off.

Employees called to work a shift beginning on their second calendar day off, or any day after their second calendar day off during a block of scheduled consecutive days off, shall receive two (2) times the regular straight time rate of pay.

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 the Superintendent or his/her designee. All compensatory time shall be utilized or paid out in the year in which it was earned. Employees shall have the option of converting their compensatory time to cash, use as time off (with supervisory approval) or contribute to their deferred compensation plan in accordance with the rules and guidelines of said plan. Any unused compensatory time will be paid out as cash at the end of the year in which it is earned. All use of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

B. Shift employees called to work a shift on a day off that falls on a City-recognized holiday will be compensated at one and one-half (1.5) times their regular rate of pay, except for overtime worked on Thanksgiving Day and/or Christmas Day (Dec. 25th) or as defined in Sec. 12.10.A above, which shall be compensated at two (2) times the regular rate.

C. 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 beginning his/her regular shift or continues after his/her regular shift.

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D. Relief employees shall not work more than five (5) shifts during their basic workweek of seven (7) consecutive days without overtime compensation.

E. Shift employees called back from scheduled time off shall be permitted to fill the vacant position until such time as the shift can be filled at the straight-time rate of pay.

F. The following applies to overtime work performed by permanent staff at their normal assigned work locations. When no relief employees are available to work at the straight time rate, temporary vacancies shall be filled by calling an employee whose permanent classification is the same as the one in which the vacancy occurs. In filling such vacancies priority shall be given to employees available to work at the time and one-half rate before calling an employee available at the double time rate. The Department will attempt to distribute overtime in an equitable manner as provided herein. Records of overtime will be made available to the Union upon request. In the event that an overtime opportunity has been assigned incorrectly, resulting in an employee working overtime hours which should have been worked by another employee, the Department will create an equivalent overtime opportunity that will be assigned outside the normal assignment process to replace the missed opportunity. Such overtime work shall be of a nature that will not harm a more senior employee. The replacement overtime opportunity will be scheduled by mutual agreement. Absent unusual circumstances, the replacement overtime opportunity will be scheduled within three (3) months or the time shall be forfeited unless both parties mutually agree to extend the timelines. This Section will provide the exclusive remedy to correct overtime assignment errors made in good faith. It will not be used to intentionally bypass agreed assignment procedures.

G. When job duties are assigned on an overtime basis to Local 483 Water Department employees and those duties do not clearly fall within a job classification or section, the Water Department shall assign the overtime to an employee in a section or unit that performs related work in that area or on the equipment within that area. If no one is available per the procedures described above, department seniority will apply.

H. Fatigue Time. A twelve (12) hour employee who works at least nineteen (19) continuous hours and has less than six (6) hours before the start of their next regular scheduled shift may opt to report to work no later than the mid point of that shift. The employee will be compensated at the straight-time rate for the first half of their shift. Should the employee choose to take one full shift off, they must use accrued sick leave, PTO or vacation for the remainder of their shift. A twelve (12) hour employee who has worked at least nineteen (19) continuous hours and who works past the start of their regular scheduled shift will be compensated at the straight-time rate for six (6) hours after being relieved from duty by their supervisor. Should the employee choose to take the remaining balance of the shift off, they must use accrued sick leave, PTO or vacation to cover that balance.

ARTICLE 13 - WORK RULES

Section 13.1 Working Rules. Working rules as agreed upon between the Department and the Union shall be established governing working conditions and requirements of each craft consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Tacoma Municipal Code.

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Section 13.2 Work at Special Rates.

A. All work seventy-five (75) feet or higher above ground shall be compensated in accordance with Section 5.2.

B. All work inside pipe shall be compensated in accordance with Section 5.12.

Section 13.3 Board and Lodging. Board and lodging shall be furnished for all employees sent temporarily out of their normal work area for a period exceeding twenty-four (24) hours. This rule does not apply to noonday meals when employees start from and return to headquarters each day.

Section 13.4 Meal Periods. A thirty (30) minute meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

Section 13.5 Meal Allowance

A. When employees work overtime, the Department shall compensate for the cost of all meals at the dollar equivalent of six-tenths (0.6) hours of the 100% rate.

B. Scheduled Overtime. When employees are working scheduled overtime the first meal allowance will be paid at two (2) hours past the end of their normally scheduled work day and at four (4) hour intervals thereafter. (For example: 8-hour employee meal paid at 10 hours, 10-hour employee meal paid at 12 hours, 12-hour employee meal paid at 14 hours). When an employee's work continues past their normally scheduled shift this shall be considered a continuation of shift and shall have a meal compensation paid at the first two (2) hours of work and every four (4) hours thereafter.

C. Call-outs. When an employee is not notified prior to the end of their regular shift on the preceding work day and is called to perform emergency or unscheduled overtime work he/she is eligible for a meal allowance after each four (4) hours of overtime work.

D. Unscheduled Overtime Adjacent to a Regular Shift. An employee working non-scheduled overtime including call-outs at least two (2) hours before or beyond his/her regular shift and at four (4) hour intervals shall be eligible for a meal allowance. Meal allowances will not be paid during the regular work shift.

Section 13.6 Clothing Allowance. All permanent, temporary, or project employees who are in a classification covered by this collective bargaining agreement shall receive the dollar equivalent of five (5) hours of the 100% rate for a clothing allowance. In addition, each eligible employee shall receive a boot allowance of seven (7) hours of the 100% rate. This amount shall be paid on the employee's regular pay check in the first pay period of November. The employer will no longer provide any clothing or boots to any employees covered by this Agreement.

Eligible employees are those who currently hold permanent, temporary, or project status. Employees who are separated or are no longer bargaining unit members prior to the first pay period of November will forfeit the credit.

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Section 13.7 Bulletin Boards. The Department shall furnish and maintain in a suitable place in each work area a bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 13.8 Training. The parties to this Agreement recognize the need to have fully qualified personnel employed in the various classifications of the Department. To this end it is agreed to cooperate on all training and upgrading programs deemed necessary to achieve this goal.

A. When weather conditions do not permit field work and crews are confined to the shop areas, the Department agrees to utilize this time for familiarization with new equipment, first aid, or other pertinent training, insofar as practicable.

Section 13.9 It is the policy of the City of Tacoma to pay employees on a bi-weekly basis. On those occasions when payday falls on a holiday, the policy of the City is to pay the employees on the preceding day.

Section 13.10 In the event a discrepancy should occur in an employee's pay check, the Department shall forthwith take steps to adjust the error, which in most instances will be reflected in the check of the following pay period.

Section 13.11 When a job to be done has been given to an individual or a crew and, after inspecting or attempting to do the job, it has been turned back unfinished, the reason for turning it back must be put in writing by the person so doing. Special note must be made of extraordinary hazards and this information must be given to all persons or crews that are later required to do the same job.

Section 13.12 A Water Service Worker assigned to lead shall be eligible to transfer or demote to other positions covered under this Agreement with wages at or below the lead rate.

Section 13.13 Water Works Certification. Employees in positions with mandatory Washington State Water Works Operator Certification Requirements, as described in Chapter 246-292 WAC, will be reimbursed by the Department for fees charged by the State of Washington – Department of Health for the required certifications. Employees in the following classifications are eligible: Water Control Station Operator, Water Treatment Plant Operator, Water Treatment Plant Supervisor, and Water Quality Specialist. In addition to these mandatory certifications, employees in the Water Quality Specialist classification are eligible for reimbursement costs for the Backflow Assembly Tester certification, and employees in the Water Service Supervisor classification are eligible for reimbursement costs for the Water Distribution Manager certification.

With prior approval by the manager or designee, employees shall be reimbursed for the costs of maintaining a non-mandatory certification in circumstances in addition to those described above where the certification is related to the employee's job duties and of value to the Department.

Section 13.14 Work Efficiency. The Department will make every possible effort consistent with work load, manpower needs and efficient operation to assign employees to work within proper jurisdictional lines. Employees will take on incidental tasks for which they are capable and qualified, which occur in the normal performance of their duties and which will improve the effectiveness of the division, section, or crews, even though such incidental tasks may be outside their job description. This provision is not intended to work employees in higher classifications without receiving appropriate compensation.

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ARTICLE 14 - BENEFITS

Section 14.1 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 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 14.2 Vacation Selection. Vacation requests shall be turned in prior to April 1 of each year. Assignment of vacations shall be based on seniority in the classification. All requests received after April 1 will be considered based on available openings. Supervisors will make a good faith effort to respond to all requests received prior to April 1 by April 14, and to respond to requests received on or after April 1 within fourteen (14) calendar days of the request.

ARTICLE 15 - WAGE SCALES

Section 15.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code. Employees may request to have the Union present to advise on an overpayment of compensation. The Union will receive notification on all overcompensation instances.

Section 15.2 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A attached hereto.

ARTICLE 16 - DISCIPLINE

Section 16.1 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 16.2 Investigations.

A. Union Representation. Employees are entitled, at their request, to have Union representation during any interview conducted by the Department that the employee reasonably believes may result in discipline of the employee. An employee may also have a Union representative at a meeting to discuss potential disciplinary action. The Department will make a good faith effort to inform the employee of the rights described in this paragraph. An employee who waives the right shall acknowledge such in writing.

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B. Administrative Leave. The Department may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on paid administrative leave must remain reachable by phone and available to return to reporting headquarters within a reasonable time if required. Paid administrative leave is not discipline and is not subject to the grievance procedure.

Section 16.3 Pre-disciplinary Procedure.

A. Notice of Intent to Discipline. If the Department intends to impose discipline that involves a loss of pay or termination of employment, the Department shall inform the employee of the intended discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the intended discipline.

B. Pre-Disciplinary Meeting. The Department 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 Department will describe its intended discipline and the general reasons for issuing the intended discipline. The Department 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) days prior to the Pre-Disciplinary Meeting if possible. Where this is not possible, the Department and the Union will reach a mutual agreement on the continuance of the Pre-Disciplinary Meeting or other remedy fair to both parties.

Section 16.4 The employee and the employee's Union representative shall have the right to inspect the contents of the personnel file maintained by the Department as well as any files which were used as part of the disciplinary process.

Section 16.5 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. 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 16.6 Appeals of Discipline.

A. Letters of reprimand, written and oral warnings, notices of performance concerns, and suspensions of two (2) days or less shall not be subject to the grievance procedure.

B. A suspension of three (3) days may be processed through Step Four of the grievance process only.

C. A suspension of four (4) days or more, 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.

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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 16.7 The parties agree that the procedural violations of this article will not be subject to the grievance procedure.

Section 16.8 The Department and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action. The Department agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and will be subject to "Just Cause".

Section 16.9 All letters of reprimand, suspension and/or discharges must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the Department 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.

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 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 _____DAY OF _____, 2019.

City of Tacoma

Jackie Flowers
Director of Public Utilities

Dylan Carlson
Senior Labor Relations Manager

Elizabeth Pauli
City Manager

Andy Cherullo
Finance Director

Approved as to Form:

10-1-19
Deputy City Attorney

Attest:

City Clerk
Acting

Local 483, International Brotherhood of Electrical Workers, Water Division Unit

Alice A. Philips
Business Manager

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APPENDIX A

Local 483 IBEW, Water Division
Bargaining Unit

Effective January 1, 2019, the journey level wage rate (100% below), and all wage rates not expressed as a percentage of journey level, will be increased by three percent (3.0%). All employees covered by this agreement that were employed as of January 1, 2019 shall receive the aforementioned wage increase retroactively.

Effective January 1, 2020, the journey level wage rate (100% below), and all wage rates not expressed as a percentage of journey level, will be increased by three percent (3.0%).

Effective January 1, 2021, the journey level wage rate (100% below), and all wage rates not expressed as a percentage of journey level, will be increased by two and one half percent (2.5%).

Code	Title		Percent of Journey	2019 Rate
5110	Water Treatment Plant Supervisor			46.41
5109	Water Control Station Operator			39.79
5225	Water Meter Repair Worker			
		First 6 months	95.70%	33.29
		Thereafter	100.00%	34.79
		E*	103.00%	35.83
5226	Water Meter Repair Worker, Lead		115.00%	40.01
5108	Water Plant Maintenance Worker			
		First 6 months		35.20
		Thereafter		36.78
		D*		40.01
5070	Water Pumps & Storage Supervisor			46.41
1999	Water Quality Specialist			
		Step 1		33.26
		Step 2		34.92
		Step 3		36.67
		Step 4		38.50

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		Step 5		40.43
5305	Water Service Mechanic			
		First year		37.78
		Thereafter		39.67
5065	Water Service Supervisor			46.41
5061	Water Service Worker			
		First 6 months	95.70%	33.29
		Thereafter	100.00%	34.79
		C*	103.00%	35.83
		D*	115.00%	40.01
		H*	118.00%	41.05
5112	Water Treatment Plant Operator			41.53
5060	Water Utility Worker (Hired after 1/1/87)			
	First year			26.26
		Thereafter		27.57
		Step 1 Training	79.25%	27.57
		Step 2 Training	82.75%	28.79
		Step 3 Training	84.25%	29.31
		Step 4 Training	85.75%	29.83
		Step 5 Training	86.75%	30.18
		G*		31.09
		A*	81.00%	28.18
2155	Watershed Inspector			
	First 6 months			33.26
		7th through 18th month		34.92
		19th through 30th month		36.67
		31st through 42nd month		38.50
		Thereafter		40.43

*See Applied Rate section

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Application of Rates

A. A Water Utility Worker operating a jackhammer shall receive 81% of the Water Service Worker rate, with a four (4) hour minimum, for all hours so assigned.

B. A Water Utility Worker in the Apprenticeship rotation shall receive $10.00 per day travel expenses during the first twenty (20) working days of his/her rotation to McMillin and the Headworks.

C. A Water Service Worker assigned as a Locator shall receive 103% of the Water Service Worker rate for those hours so assigned.

D. A Water Service Worker or Water Plant Maintenance Worker assigned as a Lead will receive 115% of the Water Service Worker rate for all hours so assigned.

E. A Water Meter Repair Worker assigned as a crew chief and supervising a Heavy Equipment Operator will receive 103% of the Water Meter Repair Worker rate for all hours so assigned.

F. All employees required to serve in a standby capacity outside regular working hours, shall receive in addition to any overtime compensation earned, $3.00 per hour standby pay for each hour such employee is in a standby status. An employee shall not receive standby pay for overtime hours worked.

G. A Water Utility Worker who has completed a JATC-approved Water Quality course and is assigned to a Flush Truck shall receive 103% of the top step Water Utility Worker rate for all hours so assigned.

H. An employee in a classification at journey level or above designated as the division Safety Coordinator shall receive 118% of the Water Service Worker rate.

I. A Water Service Mechanic shall receive an amount equal to the percentages set forth below when certified by management as satisfying the criteria of the three specialty areas of WABO welding certification, Electrical and Telemetry, or Water Quality (see Addendum #1).

- 4% Certification pay when a Mechanic fulfills the Water Quality classes or the WABO training or Electrical/Telemetry classes;
- 8% Certification pay when a Mechanic fulfills either the Water Quality classes or the WABO training and the Electrical/Telemetry classes.

J. Water Treatment Plant Operators shall receive the following for maintaining the following Water Treatment Plant Operator certifications issued by the State of Washington, Department of Health, Water Works Operator Certification per Chapter 246-292 WAC.

Level 4: 5% certification pay

K. Water Treatment Plant Supervisors shall receive the following for maintaining the following Water Treatment Plant Operator certifications issued by the State of Washington, Department of Health, Water Works Operator Certification per Chapter 246-292 WAC.

Level 4: 5% certification pay

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L. A Water Utility Worker will be paid at the 95.7% rate of pay for the first 1040 hours of set up time in a specific classification and at the 100% rate of pay for all set up hours in that classification thereafter. In the event that a Water Utility Worker is promoted to a permanent Water Service Worker, Water Plant Maintenance Worker or Water Meter Repair Worker position the hours worked in a set up capacity in that specific classification shall be applied to the six (6) month first (1st) step for that classification as listed in Appendix A. A Water Utility Worker with over 1040 hours set up time in a specific classification upon promotion shall move directly into the step 2 rate of pay for that classification.

Longevity Pay

All of the above classifications shall receive longevity pay as per Ordinance 20938 as follows:

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

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APPENDIX B

Local 483 IBEW, Water Division
Bargaining 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 18 - **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

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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 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.

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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
(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

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part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

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

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.

b. Review all Health Trust Fund/Flex Account balances monthly.

c. Review experience reports monthly.

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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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1	Water Service Mechanic Requirements for Applied Rate

Index to Letters of Understanding

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1	Headworks 24-Hour Shift Implementation	10/8/14
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Letter #		
1	Apprenticeship Rotation	3/20/02

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Addendum #1
Water Service Mechanic
Requirements to Qualify for Applied Rate (I)

This Appendix describes the certifications and educational requirements associated with the applied rates described in Paragraph I of Appendix A. In general, to receive one of the applied rates described in Appendix A, a Water Service Mechanic must a) complete the required specialized training, including any training during non-working hours, b) demonstrate specific skills and abilities in the specialized field, and c) maintain proficiency in the specialty area, including maintenance of any required licenses or cards. A mechanic meeting the requirements of one of the three fields may be called upon to use those skills as may be required by the Department.

To the extent that the requirements below identify particular community college courses, a mechanic may be permitted substitute a similar course or an on-line version of a course where the specified course is no longer offered or is not otherwise available. Any such course substitution must be approved in advance by the Superintendent or designee. Mechanics completing a community college course specified below (or an approved alternative) may request reimbursement of a portion of the tuition and book costs according to the requirements of the City of Tacoma's Tuition Reimbursement Policy.

Welding Certification: Obtain Certified Welder Card covering "field all position welding" from the Washington Association of Building Officials in structural or piping welding. Classes and exams are available at Bates Technical College. Maintain certification thereafter. Mechanics who obtain certification will be required to be able to perform difficult or complex welding assignments, including lifting devices, pipeline, pipe fitting and pipe tap welding, and structural welding including bridges, water tanks and buildings, and shop fabrication. Although most welding for Tacoma Water does not require certification, the attainment of WABO certification provides consistent documentation of a welder's ability to uniformly produce high quality welds under difficult conditions. Alternate certifications will not be accepted in place of WABO certification.

Electrical and Telemetry: Complete Tacoma Power's *Basic Electricity* class, the courses titled "WTECH187 Drawings and Manuals", and "WTECH 188 Water and Wastewater Electrical" at Green River Community College, and a minimum of 40 hours of in-house training on Tacoma Water facilities. The in-house training will typically be hands-on training which will enable the mechanic to become familiar with Tacoma Water's equipment and procedures. This training may be conducted by other experienced mechanics, engineers, equipment vendors, or other experts. Subjects will include items such as are listed in the examples below.

Mechanics in this specialty area will be required to be able to perform basic electrical work on equipment below 600 volts which does not require an electrician's license, plus basic electrical work on telemetry equipment which does not require the expertise of a communications shop technician. Examples include connecting and disconnecting motor power leads, cleaning motor control center components, conducting megger tests on motors, taking resistance, voltage and amperage readings, measuring and calculating wire-to-water pump efficiencies, measuring power factors, visually checking for damaged electrical equipment, calibrating chart recorders, checking for blown instrumentation and telemetry fuses, reading and interpreting recorder error codes, visually checking for damaged electronic boards, adjusting phase monitor relays, and changing pump control setpoints on timer/counter access modules.

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Water Quality: Complete the courses titled "WTECH 182 Pumps and Pumping Systems", "WTECH 184 Disinfection and Chemical Feed Systems", "WTECH 187 Drawings and Manuals", and "WTEC 188 Water and Wastewater Electrical" at Green River Community College, and a minimum of 40 hours of in-house training on Tacoma Water facilities. The in-house training will typically be hands-on training which will enable the mechanic to become familiar with Tacoma Water's equipment and procedures. This training may be conducted by other experienced mechanics, engineers, equipment vendors, or other experts. Subjects will include items such as are listed in the examples below.

Mechanics in this area may be required to install, troubleshoot, rebuild and maintain chemical feed pumps and online monitoring equipment, effectively use drawings and manuals, check for blown instrumentation and telemetry fuses, take resistance, voltage and amperage readings, read and interpret recorder error codes, and visually check for damaged electronic boards.

Typical Green River Community College courses are 3 hours per week for a 10 week period. With departmental approval, alternative courses in the Electrical & Telemetry and Water Quality fields, covering the same material as the courses specified above, and requiring a similar amount of time to complete, may be substituted.

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LETTER OF UNDERSTANDING
between
IBEW, Local 483
and
Water Division, Department of Public Utilities

Headworks 24-Hour Shift Implementation
Originally Signed: May 28, 2008
Date Revised: October 8, 2014

PREAMBLE

Tacoma Water and IBEW Local 483 mutually desire to integrate new Operators into the rotating schedule to enhance safe and reliable operation of the new and existing treatment facilities.

Tacoma Water and IBEW Local 483 mutually understand and agree that actual operating experience will be necessary to fully assess the operating schedule needs of the Green River Filtration Facility, and agree, upon the request of either party, to reopen this Letter of Understanding at any time.

1. **Shift Design**

Attached is the 24-hour shift schedule set in place by this Letter of Understanding. This schedule supersedes Sections 12.5 and 12.6 of the parties' current Collective Bargaining Agreement for Headworks Water Treatment Plant Operator and Supervisor positions and the Letter of Understanding dated February 28, 2008. All Water Treatment Plant Operator day and night shifts will rotate on an equivalent time basis.

2. **Operator Shift Schedule Definitions & Rotation:**

The workgroup will be divided in two teams of four who shall rotate through three day shift positions, and one night shift position. From time to time, for purposes of cross training and work management, team members may be assigned to one or the other team. As a matter of regulatory compliance, there must be a minimum of one WTPO Level 3 certified operator on duty at all times.

For purposes of operator rotations, the day operators will be called D1, D2, & D3, and the night shift operator will be N1. Standard shift rotation on each team will be D1 to D2, D2 to N1, N1 to D3, D3 to D1. The rotation shall occur every four weeks. Shift rotation may require modification in the event one operator is absent, or during periods of training of new operators.

The standard operating schedule will include three operators working a 12-hour shift (6 AM to 6 PM) on six days each pay period. On a seventh day (Tuesday), the D1 operator will work a 12-hour day (6 AM to 6 PM), and the D2 and D3 operators will work staggered 8-hour shifts. Operator D2 Tuesday shift shall be 6 AM – 2 PM, and Operator D3 shift shall be 10 AM to 6 PM).

3. **Duty Operator, Shift Change & meal period:**

During each standard operating shift, one operator shall be defined as the Duty Operator. This will typically be the D1 Operator. This operator will have the responsibility to collect all relevant

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operating information at shift end, and transfer that to the oncoming Duty Operator to provide a smooth transition from shift to shift. The Duty Operator ending his/her shift shall receive a minimum of 0.1 hours of overtime at shift change to facilitate information exchange.

When serving in the capacity of covering a regularly scheduled Water Treatment Plant Operator shift, Water Treatment Plant Operators and the Water Treatment Plant Supervisor will be in a paid status during their meal period. Due to the nature of their work and specific shift responsibilities, they must be available to address plant issues.

4. **Absence Coverage:**

Operators will from time to time be absent due to sick leave or vacation. During absences due to sick leave, it is sometimes the case that little advance notice is available. Response to cover affected shifts, when required, shall use the following principles:

- Absence coverage, when required, will first attempt to use Operators on a like schedule. Like schedule shall be defined as days or nights. For the purpose of this definition a shift shall end on the last day the employee works the assigned shift hours. The employee's new shift shall start on the first day off before their new shift starts.

- Available Operators will be those currently working a like schedule (day or night). A current day shift Operator or the Water Treatment Plant Supervisor may be considered for night shift coverage if the Off-Duty Night Shift Operator is unavailable.

- Shift extensions may be required in cases where relief operators cannot be reached, or extraordinary work requirements exist. A shift of 18-hours will be the operational maximum, short of a significant emergency.

- All Water Treatment Plant Operators and the Water Treatment Plant Supervisor at the Green River Water Treatment Facility are considered Shift Workers, amending the definition of Shift Worker in Section 5.5 of the Collective Bargaining Agreement.

5. **Specific Absence Coverage Plan:**

In all cases the Plant Manager (or his /her designee) must be notified, and if none of the sequential options are available, he/she determines the plan of action. In cases where Overtime (OT) is anticipated, it is noted below:

Day Shift – Short Term absence (less than 4 days)

The Day shift schedule is identified in Section 2 above. In the event of operator absence, and additional staffing is required:

1. If D1 is absent, on the first day, D2 shall assume the D1 shift, and D3 will work their regularly scheduled shift. If additional coverage is required, D3 may be requested to extend to a 12 hour shift (Tuesday only). On the second day of absence for D1, D2 or D3 will assume the D1 shift, in order of seniority. The remaining operator will work their regularly scheduled shift. If additional coverage is required, the remaining operator may be requested to extend to a 12 hour shift (applicable Tuesday only - OT).

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If D2 or D3 are absent, remaining Operators (D1 and D2 or D3, whichever is present) will work their regularly scheduled shift. If additional coverage is required, the remaining D2 or D3 operator may be requested to extend to a 12 hour shift (applicable Tuesday only - OT).

2. Operators from the Team scheduled off shall be offered an opportunity to a full or partial shift in order of seniority (OT).

3. Supervisor will cover shift extension (OT)

Day Shift – Long Term absence (4 days or more)

1. In the event one Day Shift operator is out on an extended absence, one of the remaining two will work their regularly schedule 12 hour shifts and one shall work a 12 hour shift on Tuesday, unless one of the remaining two is the D1 operator. If the D1 operator has a planned absence, D2 or D3 will assume the D1 shift, in order of seniority. The remaining operator will work their standard shift. If additional coverage is required, the remaining operator may be requested to extend to a 12 hour shift (applicable Tuesday only - OT).

2. Operators from the Team scheduled off shall be offered an opportunity to a full or partial shift in order of seniority (OT).

3. Shift rotations will continue to follow the sequence outlined in Section 2.

Night Shift – Short Term absence

There is only a single regularly scheduled Operator on Night shift, and any absence will require staffing adjustment for coverage. In the event the scheduled Night Operator calls in sick, or fails to report for duty, the Supervisor will be contacted, and:

1. The D1 operator will remain on duty until a replacement can be found. The D1 Operator may offer that OT to the D2 operator or D3 operator in order of seniority.
2. The Night operator from Team currently off duty will be called and offered the opportunity to complete the shift (OT)
3. Day Operators from the Team scheduled off shall be offered an opportunity to a full or partial shift in order of seniority (OT). The operator will be eligible provided the shift does not follow or precede a regularly scheduled shift.
4. Supervisor may cover shift (OT)

Night Shift – Long Term absence (4 days or more)

1. The Night Operator from Team currently off duty will be offered OT for the first four days.
2. The D2 Operator will be transitioned to Night Shift earlier than the planned rotation to assure coverage.

6. **Vacation Coverage**.

Due to the critical function of the Green River Headworks, vacation planning must be carefully

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planned and coordinated. Trades for shifts will not be allowed without approval of the Supervisor. In general, vacations requested during periods when assigned to the night shift will not be approved.

7. **Overtime considerations.**

Except as otherwise provided for in this LOU, seniority in section shall determine the order of offering overtime assignments.

In cases where there are no volunteers for overtime for a Water Treatment Plant Operator shift that requires coverage, temporary vacancies shall be filled by calling an employee in the Water Treatment Plant Operator or Water Treatment Plant Supervisor classification in inverse order of seniority.

The Fair Labor Standards Act work week for Water Treatment Plant Operators covered under this LOU will be 2 PM Saturday to 2 PM Saturday.

Signed by:

Alice A. Phillips, IBEW Local 483 Business Manager 10/14/14
William Gaines, Utilities Director/CEO
Linda A McCrea, Superintendent
Joy St. Germain, HR Director

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LETTER OF UNDERSTANDING
between
IBEW, Local 483
and
Water Division, Department of Public Utilities
Water Control Center 24-Hour Shift Implementation
Date Jan 1, 2013
Revised August 16, 2013
Revised January 14, 2015

Tacoma Water has requested, and IBEW Local 483 has agreed, to open the sections of the Collective Bargaining Agreement (CBA) that deal specifically with the Water Control Station Operator's hours of work and overtime assignments. Based on that request the following was agreed to by the parties.

In addition, this Letter of Understanding (LOU) shall remain in effect as part of the current Collective Bargaining Agreement and shall remain in full force and effect until mutually agreed to otherwise.

Section 12.5 Shift Personnel Work Week shall be modified as follows:

Section 12.5 – Work Week: For the purpose of this Article, the normal workweek shall consist of seven (7) consecutive shifts of twelve (12) hours of work for each shift, followed by seven (7) consecutive days off. Employees working the night shift shall receive an additional three (3) percent compensation for all hours worked on said shift. Employees working overtime on a night shift shall receive the shift differential along with their overtime pay according to the FLSA.

Section 12.7 - Standard Shift, Control Station Operator

A. The standard shift shall be seven (7) days on, followed by seven (7) days off.

B. For purposes of calculating overtime, the work period will begin at 10:00 p.m. Monday and end at 9:59 p.m. Monday.

C. Day shift hours of work shall be 6:00 a.m. to 6:00 p.m. The rotation change shall begin Friday at 6:00 a.m.

D. Night shift hours of work shall be 6:00 p.m. to 6:00 a.m. The rotation change shall begin Friday at 6:00 p.m.

E. Water Control Station Operators shall receive a minimum of 0.1 hours of overtime at shift change for the arriving operator to facilitate information exchange.

Upon execution of this LOU the patrol shift will be terminated.

Water Control Station Operators shall normally be restricted to no more than eighteen (18) consecutive hours of work within a twenty-four (24) hour period. Exception to this provision will be allowed under emergency conditions or by mutual agreement.

Water Control Station Operators shall be permitted to keep a bank of compensatory time of no more than forty-eight (48) hours to be used to supplement the eight (8) hour holiday, floating

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holiday or incentive days. If compensatory time is not used vacation time may be used to supplement eight (8) hour holiday pay. Unused compensatory time will be paid out in accordance with Section 12.10 of the agreement.

It is recognized by both parties that any work in excess of the Fair Labor Standards Act (FLSA) shall be paid out as overtime.

In cases where there are no volunteers for coverage for a Water Control Station Operator shift, the shift shall be filled by calling an employee in the Water Control Station Operator classification in inverse order of seniority.

Due to the critical function of the Water Control Center, vacations must be carefully planned and coordinated. Advance notice of known future absences shall be communicated to the Supervisor or his/her designee for approval, as soon as feasible. For all vacancy coverage the following order shall be used:

Monday through Friday Day Shift:
1. Set-up Operators
2. Off duty Operators
3. On duty Operators

Night Shift, Saturday, Sunday or City Observed Holiday:
1. Off duty Operators
2. On duty Operators
3. Set-up Operators (two separate six-hour shifts may be used for night shift)

Scheduled leave of seven (7) days or more (two shifts of six (6) hours each may be used to transition into and out of the coverage period, as below):
1. Set-up Operators
2. Off duty Operators
3. On duty Operators

In general, vacations requested during periods when another Operator is also on vacation, will not be approved, unless coverage is arranged forty-eight (48) hours prior to the time off. Coverage must be approved by the Supervisor or his/her designee.

If shift coverage has been offered per the above guidelines and should no Operator want or be capable of filling the full shift, two shifts of six (6) hours each may be used.

All overtime for off duty Operators shall be administered as follows:
- Off duty Operators shall be offered overtime in order of least overtime worked in a calendar year, based on the last payroll. The list shall be reset to zero (0) on January 1st of each year and restarted in the order of seniority.
- All overtime for set up Operators shall be administered as defined in Section 9.1 of the collective bargaining agreement.

Current Water Station Control Operators who are demoted in lieu of layoff as a result of this LOU will be eligible for consideration should a vacancy occur in the Water Service Worker, Water Plant Maintenance Worker, Water Service Mechanic or Water Meter Repair Worker classification, for a period of two years.

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The parties agree to meet within six months of the date of signing to review this Letter of Understanding.

Signed by:

Alice A. Phillips, IBEW Local 483 Business Manager
William Gaines, Utilities Director/CEO
Linda A McCrea, Superintendent
Joy St. Germain, HR Director

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Letter of Concurrence
Subject: Apprenticeship Rotation

IBEW Local 483 and Tacoma Water Department concur that, for the purposes of overtime call out, Apprentices who are temporarily assigned to another section for training (rotation) shall maintain their position on the overtime list in Distribution regardless of their section (rotation) assignment. This letter Concurrence shall apply to apprentices who are on rotation only.

Original signed by:

Concur: Ray West Date: 3/13/2002
For Tacoma Water

Concur: Alice A. Phillips Date: 3/12/2002
For IBEW Local 483

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