

2019-2021

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

WATER DIVISION UNIT

ORIGINAL

TABLE OF CONTENTS

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LOCAL 483
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PREAMBLE.....	2
ARTICLE 1 - TERM OF AGREEMENT.....	2
ARTICLE 2 - UNION RECOGNITION.....	3
ARTICLE 3 - MANAGEMENT RIGHTS.....	4
ARTICLE 4 - STRIKES AND LOCKOUTS.....	5
ARTICLE 5 – DEFINITIONS.....	5
ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE.....	6
ARTICLE 7 - NON-DISCRIMINATION.....	7
ARTICLE 8 - GRIEVANCE PROCEDURE.....	7
ARTICLE 9 - TEMPORARY VACANCIES.....	9
ARTICLE 10 - SELECTION OF PERSONNEL.....	11
ARTICLE 11 - SAFETY STANDARDS.....	14
ARTICLE 12 - HOURS OF WORK.....	14
ARTICLE 13 - WORK RULES.....	18
ARTICLE 14 – BENEFITS.....	21
ARTICLE 15 - WAGE SCALES.....	21
ARTICLE 16 – DISCIPLINE.....	21
ARTICLE 17 - SAVING CLAUSE.....	23
APPENDIX A.....	25
APPENDIX B.....	29
Index to Addendums.....	38
Index to Letters of Understanding.....	38

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CITY OF TACOMA
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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

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.

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.

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.

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.

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.