

2016

AGREEMENT

**BY AND BETWEEN
THE**

CITY OF TACOMA

AND

**LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

SUPERVISORS' BARGAINING UNIT

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2016

**LOCAL 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SUPERVISORS' BARGAINING UNIT**

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2016

COLLECTIVE BARGAINING AGREEMENT
Between
THE CITY OF TACOMA
and
LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SUPERVISORS' BARGAINING UNIT

PREAMBLE

For the purpose of maintaining cordial relations between the City of Tacoma, hereinafter designated as the "City" and the party of the first part, and Local No. 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union", party of the second part, the parties hereto do hereby enter into, establish and agree to the following conditions of employment.

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

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

The Union agrees that its members, who are employees of the City, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time, and manpower; and that they will use their influence and the best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they will cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2016, to and including December 31, 2016; provided, however, that this Agreement shall be subject to such change or modification during the term of agreement as may be mutually agreed upon by the parties hereto. Should either party desire to modify this Agreement after the expiration date of December 31, 2016, notice of such desire shall be given 90 days in advance of December 31, 2016.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Article 13.

Section 2.2 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

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

Section 2.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.4 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed between the I.B.E.W. Local 483 and the Director of Utilities. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

Section 2.5 The Union agrees that the City shall not terminate the employment 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 2.6 If the Union changes its dues structure for its members, there shall be no retroactive dues, and a sixty (60) day notice shall be given to the City. This section shall not be used for individual changes that arise due to promotion or other changes in employee status.

Section 2.7 The Department will furnish the Union a copy of the pay status of Local 483 members upon request. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 2.8 The Business Manager or Business Representative of the Union may, after notifying the Department of Public Utilities/General Government official in charge, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.9 The Union further agrees that in the event that the City undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any. The Union's obligation to indemnify and hold the City harmless, as described above, would be limited and restricted only to the situation where the employee's successful claim for position is due to the Union's illegal request to the City for termination of said employee's tenure.

Section 2.10 City recognizes and will not interfere with the right of its employees to become members of the Union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of his/her membership in the Union.

Section 2.11 Leave of 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 Department whom are members of the Union in good standing and whom the Union may desire to have act as its Business Managers to be locally engaged in the business of the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules, or this Labor Agreement.

ARTICLE 4 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union.

The Union will not authorize nor will employees participate in a strike, work stoppage, or slowdown, and the City will not engage in a lockout during the term of this Agreement because of any proposed change in this Agreement or of any dispute over matters related to 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.

A supervisor violating this section shall be subject to discipline, up to and including termination.

ARTICLE 5 - SUPERVISOR RESPONSIBILITIES

The Union and the City recognize that all employees covered by this Agreement have authority, in the interest of the City, to transfer, suspend, lay off, recall, promote, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. Employees covered by this Agreement will endeavor to carry out these responsibilities to the best of their ability without respect to Union affiliation. When performing such supervisory duties the Union will not fine or in any way discipline such supervisory employee.

ARTICLE 6 - WORK RULES

Section 6.1 Work rules, as agreed upon between the City and the Union, shall be established governing working conditions and requirements of each classification consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Official Code of the City of Tacoma.

Section 6.2 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.

Section 6.3 Fire Electrician Maintenance Supervisor (CSC 5271) or Traffic Field Operations Supervisor (CSC 5276) assigned to work in emergency situations outside the normal work hours shall be compensated at time and one-half of his/her regular rate of pay for all hours worked when responding to the work site or headquarters. An employee will receive a minimum of one hour or actual time worked if it exceeds one hour at his/her regular rate of pay for emergency calls received at his/her residence, which do not require the employee to respond.

Section 6.4 Fire Electrician Maintenance Supervisor (CSC 5271) or Traffic Field Operations Supervisor (CSC 5276) shall receive \$3.00 per hour when assigned by his/her supervisor, in writing, to emergency response stand-by responsibilities. When assigned to stand-by the employee must remain fully capable of responding within 30 minutes of notification of an emergency

Section 6.5 Customer Accounts Supervisors (CSC 0041) are salaried Class D employees under Section 1.12.080 of the Tacoma Municipal Code and are not be eligible for overtime compensation or compensatory time off. Customer Accounts Supervisors' work schedules are expected to be between the hours of 7 a.m. to 6 p.m. Monday through Friday.

Section 6.6 Compensatory Time – For those employees who are eligible, compensatory time in lieu of cash payment for overtime worked may be authorized and/or used in accordance with the Tacoma Municipal Code 1.12.080. Compensatory time may only be earned with prior approval from General Government Department Director/TPU Division Head or their designee. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned.

ARTICLE 7 - NON DISCRIMINATION

Section 7.1 Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers or union activity.

Section 7.2 Neither the City nor the Union shall discriminate against any employees covered by this agreement in a manner which would violate any applicable laws because of race, color, national origin, religion, sex, age, marital status, sexual orientation or disability that does not prevent proper performance of the job. 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 sexual 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 City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 A grievance is defined as an alleged violation of a specific item within an Article of this Agreement submitted in writing by the grieving party to the other party within thirty (30) calendar days of the alleged violation. The grievance shall state, in detail, section or sections of the contract alleged to have been violated and a proposed remedy.

Section 8.2 Grievances filed by the City shall be filed under Section 8.5 and will be submitted to the Business Manager. If the grievance is unresolved at this step the City has the right to proceed to arbitration as specified in Section 8.7.

Section 8.3 Minor grievances shall be considered and may be settled at the lowest possible level. The Business Representative shall represent the Union. The immediate supervisor involved shall represent the City. Copies of all grievances shall be sent to the Human Resources Director, or his/her designee.

Section 8.4 Grievances not settled under Section 8.3 above shall be referred to the Division/Department Head for possible solution within ten (10) working days of receipt of the supervisor's response.

Section 8.5 Grievances not resolved under Section 8.2, 8.3 or 8.4 will be referred to the Director of Public Utilities/City Manager for possible solution within ten (10) working days of the Division/Department Head's response. The Director of Public Utilities/City Manager, or his/her designee, shall submit his/her answer in writing within fifteen (15) working days after personal receipt of grievance.

Section 8.6 Within fifteen (15) working days after receiving an answer or decision, the grieving party shall inform the other party in writing of its decision to proceed with or withdraw the grievance. Failure to comply with the fifteen (15) working days' limit shall constitute resolution of the grievance. Any time frame may be extended by mutual agreement.

Section 8.7 Grievances not resolved by the above may be referred to arbitration by the City or Union. The City or the Union shall give notice of its intention to arbitrate within fifteen (15) working days following completion of steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or the Federal Mediation Conciliation Service. Within ten (10) working days of receipt of the list, both parties shall meet and each shall alternately strike names until one (1) arbitrator is selected. The grieving party shall strike first. Any decision by the arbitrator shall be final and binding upon both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the terms of this Agreement. Each party shall bear the expense of its own representatives and witnesses, and the arbitrator's fee shall be borne by the losing party.

ARTICLE 9 – DISCIPLINE

Section 9.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

Section 9.2 The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 9.3 The Employer agrees that when a documented verbal warning is placed in the employee's personnel file, the Union will be notified. The Union will be provided or sent a copy, within two (2) working days, of any further progressive disciplinary action towards the employee.

Section 9.4 At the request of the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present his/her side of the issue. Oral warnings/reprimands, written warnings/reprimands, Notice of Performance Concerns or any other actions that do not result in the loss of regular wages are not subject to the pre-disciplinary hearing process.

Section 9.5 No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.

Section 9.6 The Employer may place an employee on paid administrative leave, when appropriate, pending the decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 9.7 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 9.8 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and offered a copy. The employee shall be asked 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. However, employees will acknowledge in writing if they do not want to have a Union representative's signature. Letters of reprimand shall not be subject to the grievance procedure.

Section 9.9 A suspension of more than five (5) days, 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 Rules. Should the employee elect to use the Civil Service Board procedure to appeal a discipline action, the employee would waive the right to appeal through the grievance procedure.

Section 9.10 The Employer 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 Employer 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 9.11 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall inform the employee of this right and shall, upon request by the employee, provide Union representation. An employee who waives this right shall acknowledge such in writing.

Section 9.12 All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties.

ARTICLE 10 - SELECTION OF PERSONNEL

Section 10.1 In the selection and lay-off of personnel for regular positions, the City or Utility will abide by the rules and regulations set forth in Chapter 1.12 and 1.24 of the Tacoma Municipal Code.

ARTICLE 11 - MEAL ALLOWANCE

Section 11.1 For the classifications of Fire Electrical Maintenance Supervisor and Traffic Field Operations Supervisor, meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. or midnight for dinner. When working unscheduled hours after the normal shift or when called out to work at night, Saturdays, Sundays, or holidays, at the above times, the City shall provide a meal allowance of fifteen dollars (\$15.00) for each meal period worked within the above guidelines. An employee working into the lunch period, Monday through Friday is not eligible for an allowance.

ARTICLE 12 - SENIORITY

Section 12.1 For the purposes of this agreement, including temporary assignments, seniority is defined as the length of continuous service by classification.

Section 12.2 The above provision shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Official Code of the City of Tacoma.

Section 12.3 Vacation. Customer Account Supervisors shall have the right to bid vacations based on seniority as defined in Section 12.1. Seniority within classification shall prevail for selection of vacation leave.

Section 12.4 Customer Account Supervisors shall be provided a minimum of two (2) weeks notice prior to implementation of any shift change.

ARTICLE 13 - BENEFITS

Section 13.1 Benefits shall be as provided for in Section 1.12 of the Tacoma Municipal Code and the Joint Labor Agreement. An employee's election to participate in the Personal Time Off plan pursuant 1.24.248 TMC is irrevocable.

Section 13.2 Personal Time Off Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees on a voluntary basis may enroll in the PTO program. Enrollment shall be on a strictly voluntary basis during the City's PTO, open enrollment period.

ARTICLE 14 – LABOR-MANAGEMENT COMMITTEE

The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement.

A team made up of both Union and Management representatives shall convene a meeting to discuss any anticipated job announcement for positions covered in this bargaining unit. The Union will be notified of any changes to class specifications/job descriptions.

ARTICLE 15 – TRAINING AND DEVELOPMENT

Section 15.1 A professional development plan specifically designed to meet the needs of the Customer Account Supervisors (CAS) positions may be developed to identify skill requirements.

ARTICLE 16 – OUTSOURCING

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the work force, which specifically includes the right to determine whether and to what extent any work shall be performed by permanent employees. A minimum of ninety (90) days prior to outsourcing of bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing. Upon written request by the Union, the City will bargain such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 17 - WAGE SCALES

Section 17.1 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 17.2 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A attached hereto and incorporated herein by this reference.

ARTICLE 18 - SAVING CLAUSE

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

EXECUTED THIS 28th DAY OF March, 2016.

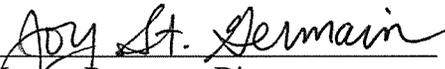
City of Tacoma



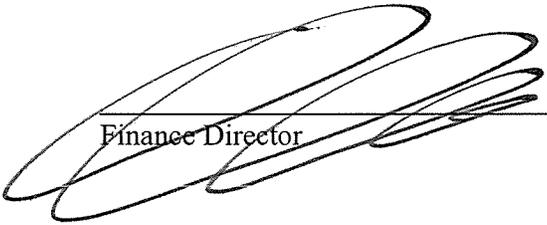
City Manager



Utilities Director

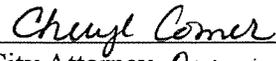


Human Resources Director



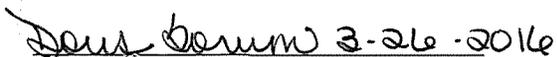
Finance Director

Approved as to form:



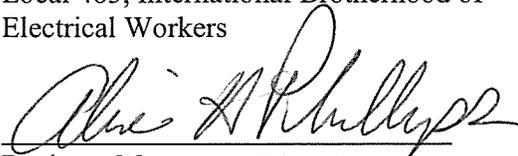
City Attorney-Deputy

Attest:



City Clerk

Local 483, International Brotherhood of
Electrical Workers



Business Manager 3/14/2016

APPENDIX A

Effective January 1, 2016 wages will increase by 1.1%. The wage scale will be as follows:

Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
00410	Customer Accounts Supervisor	34.58	36.29	38.10	40.02	42.02
52710	Fire Electrical Maintenance Supervisor	50.37	52.89	55.52	58.30	61.22
52760	Traffic Field Operations Supervisor	50.37	52.89	55.52	58.30	61.22
50970	Biosolids Supervisor	35.24	37.01	38.86	40.80	42.84
55190	Telecommunications Supervisor, Assistant	30.10	31.60	33.19	34.84	36.59

The above classifications shall receive longevity pay as per Ordinance #20938 as follows:

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

INDEX MEMORANDUMS OF UNDERSTANDING & Addendum

- | | | |
|----|---|-----------------|
| 1. | VEBA Participation Agreement | Dated 3/1/03 |
| 2. | Fire Electrical Maintenance Supervisor | Dated 1/1/05 |
| 3. | Assistant Telecom Supervisor Accretion* | Dated 6/2/2014 |
| 4. | Biosolids Supervisor Accretion* | Dated 8/12/2014 |

*Letters of Agreement #3 and #4 are extended for the duration of this agreement

**Memorandum of Understanding
between
City of Tacoma
And
International Brotherhood of Electrical Workers
Supervisor's Bargaining Unit**

VEBA PARTICIPATION AGREEMENT

The City of Tacoma and Local 483, International Brotherhood of Electrical Workers, agree that the bargaining unit members represented as part of the Local 483 Supervisor's Bargaining Unit, International Brotherhood of Electrical Workers 2003-2005 Collective Bargaining Agreement, are eligible to participate in the VEBA program provided for in Section 1.12.229 of the Tacoma Municipal Code, as amended.

Subject to City Council approval, Section 1.12.229 will be revised to read:

- A. For any employee who meets the following criteria the City shall deposit into a VEBA Account a sum equivalent to:
1. 25 percent of sick leave accruals or
 2. 100 percent of Personal Time Off accruals if provided for in a collective bargaining agreement.

For this bargaining unit, the City shall deposit into a VEBA Account a sum equivalent to 100 percent of the Personal Time Off accruals of employees who meet the criteria set forth in 1.12.229.

Additionally, either Party to this Agreement shall be able to cancel this Agreement with thirty (30) days written notice to the other Party of its intent.

The parties acknowledge the benefit of a positive working relationship and therefore enter into this Memorandum of Understanding. It is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union. This Memorandum of Understanding will expire with the adoption of a successor collective bargaining agreement.

The effective date of this Agreement is March 1, 2003.

Original signed by:

For Local 483, I.B.E.W.:

Rick E. Hite 4/14/2003
Business Manager Date

For the City of Tacoma:

Phil Knudsen 4/22/2003
Human Resources Director Date

Ray E. Corpuz, Jr. 4/25/2003
City Manager Date

**Letter of Understanding
between
City of Tacoma, Fire Department
and
Local 483, International Brotherhood of Electrical Workers
Supervisors' Unit**

**Subject: Fire Electrical Maintenance Supervisor
Original Date - January 1, 2005**

It is acknowledged by Local 483, International Brotherhood of Electrical Workers, Supervisors' Unit (the Union), that the Tacoma Fire Department (TFD) is facing unprecedented challenges due to recent constraints in their operating budget. In recognition of the need to find ways to meet the specific business needs of the Fire Department Fire Electrical Maintenance Section in a manner that accomplishes the need for monetary constraint while still providing the highest level of productivity, the Union and the City of Tacoma (City), through its agent TFD, agree to the following interim workplace changes.

Background: TFD has had the goal of adding staff to the Fire Electrical Maintenance Section to allow it to better serve its customers and has attempted to reach this goal for several years. At *one* time this work section had a support staff of four employees and a Fire Electrical Maintenance Supervisor. Today this work section is comprised of three employees and their supervisor. This staffing level has resulted in lower levels of production when staff must work alone, and it could potentially impact the long-term reliability of this vital fire communication system. However, due to budget constraints, not only is it impossible for TFD to add an additional fire maintenance electrician in the near future, but also the unit would be further negatively impacted without the solution reached by the Agreement.

Agreement: *In order to recognize the needs of the Department and to ensure the highest level of system reliability and work assignment productivity, the Union recognizes the ability of TFD to assign the Fire Electrical Maintenance Supervisor to field-related duties for a maximum of three days a week. The new duties to be performed by the Fire Electrical Maintenance Supervisor are duties normally performed exclusively by the classification of Fire Maintenance Electrician. The Union also recognizes that TFD will assign some of the normal duties previously performed by the Fire Electrical Maintenance Supervisor to personnel in other areas of TFD as deemed necessary. During this interim period of field assignment, the Fire Electrical Maintenance Supervisor will continue to receive his regular Fire Electrical Maintenance Supervisor level of compensation and benefits. The City and the Union will review this interim assignment/agreement no later than January 1, 2006, to determine if continuation of this agreement is necessary.*

Ratification: All acts consistent with this Agreement and consistent with the prior oral agreement of the parties are hereby ratified.

Termination: This Letter of Understanding will remain in effect until terminated by mutual agreement between the Union and the City, or unilaterally by either the Union or the City with a written 30-day notice.

Original signed by:

Eileen F. Lewis 1/25/2005
Fire Chief Date

Alice A. Phillips 2/7/2005
Business Manager, Local 483, IBEW Date

Woodrow Jones 2/11/2005
Human Resources Director Date

**Letter of Agreement
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483 Supervisors' Bargaining Unit**

**Subject: Assistant Telecom Supervisor – Classification Accretion
Date: June 2, 2014**

This Letter of Agreement (LOA) is by and between the City of Tacoma (City), and the International Brotherhood of Electrical Workers, Local 483 (Union).

Employees in the classification of Assistant Telecom Supervisor (55190) selected representation by IBEW Local 483 for purposes of collective bargaining. This was certified by the Public Employment Relations Commission (PERC) on June 12, 2013.

It is hereby agreed that this classification is recognized as incorporated into and covered by the terms and conditions of the IBEW Local 483 Supervisors' Bargaining Unit collective bargaining agreement. Further, the parties agree to the following:

- Clothing – Employees in the Assistant Telecom Supervisor classification will be provided seven (7) shirts per year and one (1) jacket every two (2) years. Employees will wear these shirts at all times while on duty and are expected to dress in clothing that is clean, free of tears or rips and comply with all Federal and State Safety requirements. In addition, employees in this classification will receive \$200 annually for a clothing allowance. Pants should be Carhartts, or of a similar work-style and dark blue in color. Employees who are separated, or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Laundry services will not be provided.
- Footwear – Employees in the Assistant Telecom Supervisor classification shall receive a \$150 annual allowance for the purchase of appropriate safety-related footwear. The allowance shall be paid in the first pay period of January each year. Employees who are separated or are not bargaining unit members prior to the first pay period of January will not receive this allowance. Safety-related footwear must be worn at all times while on duty.
- Meal Allowance – Assistant Telecom Supervisor shall be added to the eligible classifications under Article 11, Section 11.1 Meal Allowance.
- Employees in the Assistant Telecom Supervisor classification will receive longevity pay effective June 12, 2013.
- Employees, who on June 12, 2013 were at frozen pay rates, will have previous longevity removed that was incorporated into their frozen pay rate.
- Effective June 12, 2013 employee Dan Sullivan will be set at parity for base wages, with the other two existing employees.

- Wages for 2014 will be increased in accordance with Appendix A of the IBEW Local 483 Supervisors' Bargaining Unit agreement.
- Employees who are in an active status on the date of execution of the LOA will receive a one-time lump sum in the amount of \$600.
- Effective January 1, 2014 the wage scale will be reduced to a five (5) step scale, with 5% step increments, as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$29.13	\$30.59	\$32.12	\$33.72	\$35.41

- This classification will be maintained as overtime category A (time and a half compensation for overtime).
- This classification will be listed in Appendix A of the successor agreement.

This LOA and the elements contained herein are not considered precedent setting. The LOA will expire upon ratification and executive of the IBEW Local 483 Supervisors' Bargaining Unit agreement.

Original Signed By:

Theodore C. Coates
Power Superintendent

Alice Phillips
Business Manager, IBEW Local 483

William A. Gaines
Director of Utilities/CEO

Joy St. Germain
Human Resources Director

**Letter of Agreement
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483 Supervisors Bargaining Unit**

**Subject: Biosolids Supervisors – Classification Accretion
Date: August 12, 2014**

This Letter of Agreement (LOA) is by and between the City of Tacoma (City), and the International Brotherhood of Electrical Workers, Local 483 (Union).

Employees in the classification of Biosolids Supervisor (50970) selected representation by IBEW Local 483 for purposes of collective bargaining. This was certified by the Public Employment Relations Commission (PERC) on August 12, 2014.

It is hereby agreed that this classification is recognized as incorporated into and covered by the terms and conditions of the IBEW Local 483 Supervisors' Unit Collective Bargaining Agreement. Further, the parties agree to the following:

- Footwear – Biosolids Supervisors who have passed probation shall receive a \$250.00 footwear allowance for the purchase of approved substantial leather safety footwear for use on the job. Employees shall wear these safety boots at all times when in an industrial area. Descriptions of approved footwear are available from the supervisor or safety officer. These allowances shall be paid in the first pay period of each year or when probation is successfully completed.
- Clothing – Employees in the Biosolids Supervisor classification will be provided seven (7) Tagro shirts per year. Laundry services will not be provided.
- This classification will become overtime category A (time and a half compensation for overtime) effective date of Union ratification.
- Meal Allowance – The classification of Biosolids Supervisor shall be included with the eligible classifications in Article 11, Section 11.1 Meal Allowance.
- Overtime – An employee required to perform work outside his/her regularly scheduled shifts, on the sixth day or holidays shall be compensated at one and one-half times (1-1/2) the straight time hourly rate and two (2) times the straight time hourly rate for all work performed on the seventh day.
- Hours of Work – The regular workweek shall consist of forty (40) hours of work within the workweek, scheduled between the hours of 7:00 am and 5:00 pm, inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute duty free unpaid lunch period. Management may adjust an employee's regular work schedule with two (2) weeks' notice.
- Personal Time Off – Employees who become covered by this Agreement who are on vacation/sick plans shall be given the option to remain on the vacation/sick plan, or

convert their time to Personal Time Off (PTO). If an employee chooses to convert their vacation/sick to PTO, they must do so within thirty (30) days of final signature of this agreement.

- Longevity Pay – Employees in the Biosolids Supervisor classification will receive longevity pay effective on the date of certification as outlined in the Tacoma Joint Labor Committee Agreement and the Supervisors Unit Agreement.
- Higher Certification Incentive - The City shall pay the testing fee for employees who take and complete the Master Gardener Certification and the Washington Organic Recycling Compost Certification. Any Biosolids Coordinator who receives the following certification(s) shall receive certification pay as follows:
 - Master Gardener Certification 2.5%
 - Washington Organic Recycling Compost Certification 2.5%
- Effective August 12, 2014 the wage scale will be increased by 1.2% and will be reduced to a five (5) step scale, with 5% Step increments, as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$ 34.11	\$ 35.82	\$ 37.61	\$ 39.49	\$ 41.46

- This classification will be listed in Appendix A of the successor agreement.

This LOA and the elements contained herein are not considered precedent setting. The LOA will expire upon ratification and executive of the IBEW Local 483 Supervisor’s Unit agreement.

Original Signed By:

Michael P. Slevin, III, P.E.
Environmental Services Director

Alice Phillips
Business Manager, IBEW Local 483

Joy St. Germain
Human Resources Director

T.C. Broadnax
City Manager

**Letter of Agreement
Between
City of Tacoma
and
International Brotherhood of Electrical Workers, Local 483 Supervisors' Unit**

**Subject: Assistant Telecom Supervisor – \$1000 lump sum
Date: December 8, 2015**

This Letter of Agreement (LOA) is by and between the City of Tacoma, (City), and the International Brotherhood of Electrical Workers, Local 483, (Union).

There are three employees in the classification of Assistant Telecommunications Supervisor (55190) who supervise employees in Click! Network and are represented by IBEW Local 483; under this LOA, only those three employees will receive a one-time lump sum in the amount of \$1000.

This lump sum payment is contingent upon the ratification of the IBEW Local 483 Click! collective bargaining agreement extension for one year, from January 1, 2016, up to and including December 31, 2016, with the provision that either party may reopen the agreement with 30 days' notice.

This LOA and the elements contained herein are not considered precedent setting. The LOA will expire once the lump sum payments have been made.

FOR THE CITY:

FOR THE UNION:

Chris Robinson Date
Power Superintendent

Alice Phillips Date
Business Manager, IBEW, Local 483

William A. Gaines Date
Director of Utilities/CEO

Joy St. Germain Date
Human Resources Director

