

2011-2014

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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WATER DIVISION UNIT

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2011 – 2014

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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, 2011, up to and including December 31, 2014, provided that, if either party desires to terminate the agreement on the anniversary date of December 31, 2014 (four 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.

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## ARTICLE 2 - UNION RECOGNITION

Section 2.1 - 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 Water Division now listed and later added to the classifications in Appendix A.

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 (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 2.3 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 2.4 The City 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 City 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 City. There shall be no retroactive deduction of union dues.

Section 2.5 The Union agrees that the City 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 2.6 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 2.7 - 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 2.8 – 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.

### 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 a strike, work stoppage, or slowdown, and the City 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.

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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 - Five (5) Day Week Employee An employee working a basic workweek of five (5) eight (8) hour days normally 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 a schedule other than the workweek as set forth in Section 5.4.

Section 5.6 - Lead Worker Lead will be defined as an individual with a permanent crew of three or more.

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 Distribution Center, Enumclaw Shop, McMillin Shop and Headworks. The Lower Gravity crew, Wells crews and WCC Operators all use the Water Distribution Center as their reporting headquarters. The McMillin Supply crews use Enumclaw Shop as their reporting headquarters. The McMillin Distribution crews use the McMillin Shop. WQ crews use both the Headworks and Water Distribution. 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. A minimum of twelve (12) hours notice must be given to the employee for the work to be considered scheduled overtime.

Section 5.12 – Proper Notice Twelve (12) hours notice shall mean from the end of the employee's present shift to the start time of the overtime assignment.

## 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 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. 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 City nor the union shall discriminate against any employee 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.

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## ARTICLE 8 - GRIEVANCE PROCEDURE

### Section 8.1 - Definitions

Shop Steward - Union member appointed by the Union Business Manager.

Grievance Timelines - To be valid, a grievance must be submitted in writing within thirty (30) 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.

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

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 shall discuss the grievance with the shop steward. Further contacts shall follow this procedure:

Step 1 The employee and/or shop steward shall meet with the immediate supervisor (written communication not required). Such meeting shall take place as soon as possible, but in no case longer than twenty (20) calendar days from first knowledge of alleged incident outlined above. The immediate supervisor shall advise the shop steward of the proposed resolution within five (5) working days of this meeting.

Step 2 If the grievance cannot be resolved at Step 1, it shall be reduced to writing specifying section or sections violated, relevant facts, and the proposed remedy and shall be presented to the section manager, with copies to the Union and Human Resources Department within ten (10) working days of decision rendered at Step 1, unless mutually agreed to extend the timeframe. This step shall not preclude contacts at lower levels if this may expedite the resolution process.

The section manager shall (within 10 working days) render a decision in writing to the employee and the Union.

Step 3 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the section manager's answer, the grievance will be forwarded to the division head. Grievances 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 their finding in writing to the division head and the Union Business Manager within ten (10) working days of the conclusion of the review. The division head, upon personal receipt of the Labor/Management Committee's recommendation will, within ten (10) working days render to the employee and the Union the decision, and the reason for it in writing.



Step 4 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the division head'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 division head, the Human Resources Director and Union Business Manager) shall submit his/her answer in writing within ten (10) working days after personal receipt of the grievance.

Step 5 Grievances not resolved under the above steps shall be referred to arbitration by either party to this Agreement. Either party may give notice of its intention to arbitrate within fifteen (15) working 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 shall bear the expense of its own representative, and 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.

Section 8.3 - Time Frames 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 the foregoing time limitations shall constitute resolution of the grievance.

## ARTICLE 9 - TEMPORARY VACANCIES

Section 9.1 In the absence of a journey, lead worker or supervisor, Water Division 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.

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## 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.

- 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 Water Division 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 possess 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.

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 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 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

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senior bidder will be assigned to the vacant position, if he/she 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.

The above bid 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.,

Section 10.3 - 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 10.4 – 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 either the Enumclaw shops or McMillin using a website that provides mapping or directions information.

## 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

### FIVE DAY WEEK EMPLOYEES (Sections 12.1 – 12.4)

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. 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 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, normally Monday through Friday, shall constitute a regular workweek of forty (40) hours.

#### Section 12.4 - Overtime

- A. All work performed in excess of eight (8) hours per day 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. Starting January 1, 2012 all compensatory time shall be utilized or paid out in the year in which it was earned. As of December 31, 2012 all compensatory time currently held in an employees balance shall be utilized or paid out. 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 the appropriate overtime rate of 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.

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- 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.
- F. 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 12.5 – 12.10)

Section 12.5 – Work Week For the purpose of this Article, the normal workweek shall consist of not more than five (5) eight (8) hour shifts during a recurring period of seven (7) consecutive days. Employees working a swing or night shift shall receive an additional three (3) percent compensation for all hours worked on said shift. Employees working overtime on a swing or night shift shall receive the shift differential along with their overtime pay according to the FLSA.

Section 12.6 - Standard Shift, McMillin Green River Treatment Facility and Watershed. The standard shift of eight (8) hours per day for McMillin and the Watershed Inspectors shall be ten (10) days on, followed by four (4) days off. Shift personnel furnished housing may be assigned to work an irregular split shift. At the Green River Treatment Facility, Water Treatment Operators shall work a rotating shift in accordance with Letter of Understanding dated May 28, 2008 titled Headworks 24-Hour Shift Implementation. If changes to this standard shift are contemplated, Management will notify the Union prior to implementation of the new shifts and bargain the impacts.

#### Section 12.7 - Standard Shift, Control Station Operator

- A. The standard shift shall be seven (7) days on, followed by three (3) days off, then seven (7) days on, followed by four (4) days off.
- B. The shifts shall be days, swing, night, and patrol and shall be rotated as follows: days to patrol, patrol to swing, swing to night, and night to days.
- C. 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. Exception: Operators reporting for patrol duty.

#### Section 12.8 - Holidays

- A. An employee working on a City recognized holiday shall be compensated at one and one-half times the regular rate (except an employee working on Thanksgiving and Christmas Days shall be compensated at two times the regular rate) in addition to receiving 8 hours holiday pay.

For the following four holidays the one and one-half time compensation or two times for Christmas (December 25) will be paid for the following dates and not the City recognized holiday:

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

For these four holidays, shift personnel will receive eight (8) hours holiday pay on the City recognized holiday.

- B. An employee on time off on the City recognized holiday shall receive eight (8) hours' compensation at the straight-time rate for holiday pay.

#### 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 14.1, 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 in accordance with the following schedule:

First day worked - one and one-half (1 1/2) times the straight-time rate.  
Second consecutive day worked - two (2) times the straight-time rate.  
Each consecutive day after the second - two (2) times the straight-time rate.

Employees called to perform work during their second consecutively scheduled day off shall be compensated at two (2) times the straight-time 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. Starting January 1, 2012 all compensatory time shall be utilized or paid out in the year in which it was earned. As of December 31, 2012 all compensatory time currently held in an employees balance shall be utilized or paid out. 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 personnel called to perform work during their days off, holidays as defined in 12.8 A, or called back from vacation, shall be compensated at one and one-half times the regular

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rate. EXCEPT, employees called to perform work on Thanksgiving Day and/or Christmas Day (Dec. 25<sup>th</sup>) shall be compensated at two 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.
- D. Shift personnel furnished housing shall be compensated for overtime on the basis of actual hours worked.
- E. Relief employees shall not work more than five (5) shifts during their basic workweek of seven (7) consecutive days without overtime compensation.
- F. 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.
- G. 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.
- H. 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.
- I. 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.



Section 13.2 - Seventy-Five (75) Feet Above Ground Refer to Section 5.2.

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 .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 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 provided twelve (12) hour notice from the end of the employee's present shift to the beginning of the call-out assignment and is called to perform emergency or unscheduled overtime work he/she is eligible for a meal allowance after each 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 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 bargaining 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.

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 Division. To this end it is agreed to cooperate on all training and upgrading programs deemed necessary to achieve this goal.

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- 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 collective bargaining agreement with wages at or below the lead rate.

13.13 Mandatory 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.

ARTICLE 14 - BENEFITS

Section 14.1 - Vacation Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

A. Rate of accrual of vacation leave.

Effective January 1, 1981, employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service.

| <u>Years of Service</u> | <u>Accrued Hours<br/>Per Pay Period</u> | <u>Days of Vacation Leave</u> |
|-------------------------|---|-------------------------------|
| 0 - 3                   | 3.69                                    | 12                            |
| 4 - 7                   | 4.60                                    | 15                            |
| 8 - 13                  | 5.22                                    | 17                            |
| 14 - 18                 | 6.14                                    | 20                            |
| 19                      | 6.45                                    | 21                            |
| 20                      | 6.76                                    | 22                            |
| 21                      | 7.07                                    | 23                            |
| 22                      | 7.38                                    | 24                            |
| 23                      | 7.69                                    | 25                            |
| 24                      | 8.00                                    | 26                            |
| 25                      | 8.31                                    | 27                            |
| 26                      | 8.62                                    | 28                            |
| 27                      | 8.93                                    | 29                            |
| 28 or more              | 9.24                                    | 30                            |

The appropriate bi-weekly accrual shall be credited for each biweekly pay period in which the employee is in a paid status. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed.

- B. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
- C. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
- D. 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.
- E. 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 allowed as openings occur.

Section 14.2 - Sick Leave Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part the following:

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- A. Employees shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period (12 days per year) in which he/she has regular time for which regular pay will be received. There is no limit to the number of days sick leave an employee may accrue.
- B. Sick leave earned shall be credited to an employee's accruals after completion of each bi-weekly pay period and may not be used in the pay period earned.
- C. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25) percent 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 (10) percent of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

Section 14.3 - On-the-Job Injury On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.090 provides in part:

- A. In the case of a disability covered by State Industrial Insurance or Workman's Compensation, the first three 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.
- B. For one hundred twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five (85%) percent of regular normal pay.
- C. After the payment and use of the one hundred twenty (120) working days, charges shall be made against sick leave accruals, if any, at the rate of one-half (1/2) day per day for any further time loss due to the injury. Sick leave shall be charged at a rate of four (4) hours per working day. Compensation, however, shall be as provided in Paragraph B.
- D. 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.
- E. For the purposes of this section, regular normal pay shall be that rate in effect for a majority of the six (6) months immediately prior to the on-the-job injury.

Section 14.4 - Holidays Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.200 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 employees or days off in lieu thereof.

New Year's Day (January 1)  
 Martin Luther King Day (3rd Monday in January)  
 President's Day (3rd Monday in February)  
 Memorial Day (last Monday in May)  
 Fourth of July  
 Labor Day (1st Monday in September)

Veterans' Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
The day immediately following Thanksgiving Day  
Christmas Day (December 25)

An employee shall receive pay for the holiday provided he/she is in a paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday.

In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. Such additional holidays shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the individual employees. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a(n) regular, probationary, or appointive full-time employee during the calendar year of entitlement. The floating holiday may not be taken without the prior approval of the appointing authority.

Section 14.5 – Personal Time Off Employees who become covered by this agreement who are on the Personal Time Off (PTO) plan shall be given the option to remain on the PTO plan and be subject to the provisions of the PTO plan as outlined in Section 1.12.248 of the Tacoma Municipal Code or shall convert to the sick/vacation leave plans.

#### 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 The Employee shall be entitled to have a Union representative present at any meeting that the Employer holds with the Employee to discuss potential disciplinary action.

Section 16.3 At the request of the employee, the Employer shall hold a pre-disciplinary hearing as soon as reasonably possible after the employee was notified in writing of the specific alleged violation when the proposed discipline could lead to a suspension, demotion or termination. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

Section 16.4 The Employer 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 days prior to

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the hearing if possible. Where this is not possible, the employer and the union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties.

Section 16.5 The Employer may place an employee on paid administrative leave pending a pre-disciplinary hearing, when deemed appropriate, pending a final decision as to the appropriate discipline after receiving the recommendation from the pre-disciplinary hearing.

Section 16.6 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 as well as any files which were used as part of the disciplinary process.

Section 16.7 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 and the Union representative. 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.

Section 16.8 A suspension of three (3) days may be processed through Step four (4) of the grievance process only. 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. 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 16.9 The parties agree that the procedural violations of this article will not be subject to the grievance procedure.

Section 16.10 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 16.11 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 the opportunity for Union representation. An employee who waives this right shall acknowledge such in writing.

Section 16.12 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 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 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.


EXECUTED THIS 24<sup>th</sup> DAY OF February, 2012.

City of Tacoma

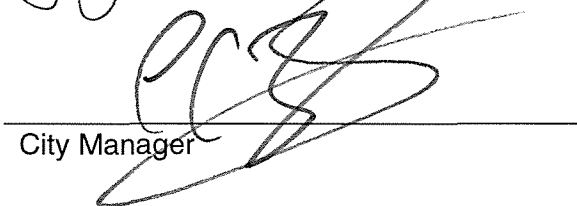
Local 483, International Brotherhood of  
Electrical Workers, Water Division Unit

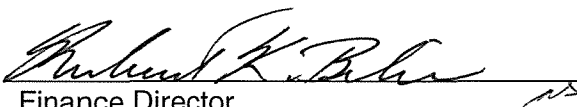
  
\_\_\_\_\_  
Director of Public Utilities

  
\_\_\_\_\_  
President

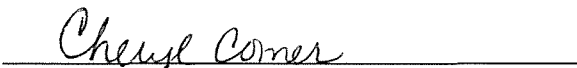
  
\_\_\_\_\_  
Human Resources Director

  
\_\_\_\_\_  
Business Manager


  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Finance Director

Approved as to Form:

  
\_\_\_\_\_  
City Attorney deputy

Attest:

 2-24-2012  
\_\_\_\_\_  
City Clerk

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APPENDIX A

Local 483 IBEW, Water Division  
Bargaining Unit

Effective January 1, 2011, all classifications shall remain at the 2010 rate of pay. All step increases shall remain in effect.

Effective January 1, 2012, all classifications shall remain at the 2010 rate of pay. All step increases shall remain in effect.

Effective January 1, 2013, all classifications shall increase by an amount determined by the agreed to 2010 Market Study comparables utilizing 2012 wages. No individual wages shall be reduced as a result of the study. Any employee whose wage scale would be reduced as a result of the market study shall be frozen at their current wage until such time as their classification rate of pay catches up.

Effective January 1, 2014, the 2013 rates shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bremerton area. All items, measured from June 2012 to June 2013, with a minimum increase of 2% and a maximum increase of 4%.

| Code | Title                                   | Percent of Journey |         |
|------|---|--------------------|---------|
| 5110 | Water Treatment Plant Supervisor        | 129.20%            | \$38.27 |
| 5109 | Water Control Station Operator          | 112.83%            | \$33.42 |
|      | (J)*                                    | 115.83%            | \$34.31 |
| 5225 | Water Meter Repair Worker               |                    |         |
|      | First 6 months                          | 95.70%             | \$28.35 |
|      | Thereafter                              | 100.00%            | \$29.62 |
|      | (F)*                                    | 103.00%            | \$30.51 |
| 5226 | Water Meter Repair Worker, Lead         | 115.00%            | \$34.06 |
| 5108 | Water Plant Maintenance Worker          |                    |         |
|      | First 6 months                          | 97.60%             | \$28.91 |
|      | Thereafter                              | 101.90%            | \$30.18 |
|      | (E)*                                    | 115.00%            | \$34.06 |
| 5070 | Water Pumps & Storage Supervisor, Asst. | 126.13%            | \$37.36 |
| 1999 | Water Quality Specialist                |                    |         |
|      | Step 1                                  |                    | \$27.22 |
|      | Step 2                                  |                    | \$28.58 |



|      |   |         |         |
|------|---|---------|---------|
|      | Step 3  |         | \$30.01 |
|      | Step 4  |         | \$31.51 |
|      | Step 5  |         | \$33.09 |
|      | (K)* Additional 6%                              |         |         |
| 5305 | Water Service Mechanic                          |         |         |
|      | First year                                      | 105.26% | \$31.18 |
|      | Thereafter                                      | 110.26% | \$32.66 |
| 5065 | Water Service Supervisor                        | 127.85% | \$37.87 |
| 5061 | Water Service Worker                            |         |         |
|      | First 6 months                                  | 95.70%  | \$28.35 |
|      | Thereafter                                      | 100.00% | \$29.62 |
|      | (D)*  | 103.00% | \$30.51 |
|      | (E)*  | 115.00% | \$34.06 |
| 5112 | Water Treatment Plant Operator                  | 110.40% | \$32.70 |
| 5060 | Water Utility Worker (Hired before 1/1/87)      | 80.30%  | \$23.78 |
| 5060 | Water Utility Worker (Hired after 1/1/87)       |         |         |
|      | First year                                      | 73.15%  | \$21.67 |
|      | Thereafter                                      | 76.80%  | \$22.75 |
|      | (A)* Step 1 Training                            | 76.80%  | \$22.75 |
|      | Step 2 Training                                 | 80.30%  | \$23.78 |
|      | Step 3 Training                                 | 81.80%  | \$24.23 |
|      | Step 4 Training                                 | 83.30%  | \$24.67 |
|      | Step 5 Training                                 | 84.30%  | \$24.97 |
|      | (H)*  | 88.00%  | \$26.07 |
|      | (B)*  | 81.00%  | \$23.99 |
| 2155 | Watershed Inspector                             |         |         |
|      | First 6 months                                  |         | \$27.22 |
|      | 7 <sup>th</sup> through 18 <sup>th</sup> month  |         | \$28.58 |
|      | 19 <sup>th</sup> through 30 month               |         | \$30.01 |
|      | 31 <sup>st</sup> through 42 <sup>nd</sup> month |         | \$31.51 |
|      | Thereafter                                      |         | \$33.09 |

\*See Applied Rate section

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## Application of Rates

- A. A Water Utility Worker when enrolled in the departmental training pre-journey level training program shall be paid 76.80% for Step 1, 80.30% for Step 2, 81.80% for Step 3, 83.30% for Step 4 of the top step of the journey-level rate; and 84.30% upon successful completion of the training program.
- B. 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.
- C. 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 Enumclaw, McMillin and the Headworks.
- D. A Water Service Worker assigned as a Locator shall receive 103% of the Water Service Worker rate for those hours so assigned.
- E. 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.
- F. 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.
- G. 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.
- H. A Water Utility Worker who has completed a JATC-approved Water Quality course and is assigned to a Flush Truck shall receive 88% of the 100% rate for all hours so assigned.
- I. An employee in a classification at journey level or above designated as the division Safety Coordinator shall receive 115% of the Water Service Worker rate.
- J. A Water Control Station Operator shall receive an additional 3% when assigned to "Coordinator duties". Selection for this assignment shall be from an interest list of current operators. Typical responsibilities will be to coordinate and schedule training, overtime assignments, work schedules, to represent operators at meetings, to trouble shoot operator issues and other similar duties as assigned.
- K. A Water Service Mechanic shall receive an amount equal to the percentages set forth in Addendum #4 when certified by management as satisfying the criteria in any one of the three specialty areas of WABO welding certification, Electrical and Telemetry, or Water Quality (see addendum). In the event that a classroom course is not available an online (e-course) shall be substituted, with prior management approval.

- L. Water Treatment Plant Operators shall receive the following for maintaining one of 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 3: 5% certification pay
  - Level 4: 10% certification pay

- M. Water Treatment Plant Supervisors shall receive the following for maintaining one of 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

- O. 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 (1<sup>st</sup>) 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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## Index to Addendums

### **Addendum #**

|   |  |
|---|--|
| 1 | Water Service Mechanic Requirements for Applied Rate |
| 3 | Enumclaw/McMillin Reorganization                     |
| 4 | 2010 Wage Adjustments                                |

## Index to Letters of Understanding

| <b>LOU #</b> | <b>Title</b>                                    | <b>Date</b> |
|--------------|---|-------------|
| 1            | Flex Hours - Water Service Supervisors          | 7/7/99      |
| 3            | Standby (trading Days)                          | 5/5/99      |
| 4            | Incidental Work                                 | 6/2/00      |
| 5            | Bid / Interest List Process                     | 10/15/00    |
| 6            | RHS   | 1/3/06      |
| 7            | Headworks 24-Hour Shift Implementation          | 5/28/2008   |
| 8            | Headworks Shift Implementation – Kaiser/Cummins | 3/7/08      |

## Index to Letters of Concurrence

| <b>Letter #</b> |                         |         |
|-----------------|-------------------------|---------|
| 1               | Apprenticeship Rotation | 3/20/02 |
| 2               |                         |         |

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

An applied rate of 107% will be paid to mechanics that meet the following requirements. Three specialized fields are available to meet these requirements. An individual needs to meet the requirements in a minimum of one field to qualify. In general, a 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.

Welding Certification: Obtain field all position welding certification 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 "187 Drawings and Manuals", and "188 Instrument and Control Systems" 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 commshop 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.

Water Quality: Complete the courses titled "182 Pumps and Pumping Systems", "184 Chemical Feed Systems", "187 Drawings and Manuals", and "188 Instrument and Control Systems" 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.

**ORIGINAL**

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.

**Addendum #3  
ENUMCLAW / MCMILLIN REORGANIZATION**

Due to the Enumclaw reorganization IBEW Local 483 and Tacoma Water Department agree to allow Supply Water Service Workers who choose to become Water Plant Maintenance Workers assigned to Enumclaw, retain a one-time right to bid back to a vacant Water Service Worker position. This right will remain in effect until the employee leaves the Water Plant Maintenance Worker classification for any reason. Notice of all Water Service Worker vacancies will routinely be provided to the Enumclaw Shop.

This agreement will be included in the subsequent collective bargaining agreement (effective 1/1/03).

**Originally signed by:**

**Mark Crisson, Utilities Director 11-22-02 and**

**Ken Merry, Tacoma Water Superintendent 11-22-02**

**Phil Knudsen, Human Resources Director 11-23-02 and**

**Rick Hite, IBEW Business Manager 11-20-02**

**ORIGINAL**





**Addendum #4  
2010 Wage Adjustments  
By and Between the City of Tacoma and Local No. 483  
International Brotherhood of Electrical Workers – Water Division Unit**

Addendum #4 is hereby agreed to by and between the City of Tacoma and Local 483, International Brotherhood of Electrical Workers – Water Division Unit, as a result of negotiating market wages and implementing the classification and compensation study for purposes of the 2010 wage reopener as authorized by the 2008 – 2010 collective bargaining agreement. The comparables agreed to and used to determine the targeted 70<sup>th</sup> percentile value of the market, are attached hereto and incorporated herewith as though fully set forth.

Effective January 1, 2010, the 2009 wage scales will be adjusted as follows:

| Code | Title                                   | 2010 Percent of Journey |       |
|------|---|-------------------------|-------|
| 5110 | Water Treatment Plant Supervisor        | 129.20%                 | 38.27 |
| 5109 | Water Control Station Operator          |                         |       |
|      |   | 112.83%                 | 33.42 |
|      | (J)*                                    | 115.83%                 | 34.31 |
| 5225 | Water Meter Repair Worker               |                         |       |
|      | First 6 months                          | 95.70%                  | 28.35 |
|      | Thereafter                              | 100.00%                 | 29.62 |
|      | (F)*                                    | 103.00%                 | 30.51 |
| 5226 | Water Meter Repair Worker, Lead         | 115.00%                 | 34.06 |
| 5108 | Water Plant Maintenance Worker          |                         |       |
|      | First 6 months                          | 97.60%                  | 28.91 |
|      | Thereafter                              | 101.90%                 | 30.18 |
|      | (E)*                                    | 115.00%                 | 34.06 |
| 5070 | Water Pumps & Storage Supervisor, Asst. | 126.13%                 | 37.36 |
| 1999 | Water Quality Specialist                |                         |       |
|      | Step 1                                  |                         | 27.22 |
|      | Step 2                                  |                         | 28.58 |
|      | Step 3                                  |                         | 30.01 |
|      | Step 4                                  |                         | 31.51 |
|      | Step 5                                  |                         | 33.09 |
|      | (K)* Additional 6%                      |                         |       |
| 5305 | Water Service Mechanic                  |                         |       |
|      | First year                              | 105.26%                 | 31.18 |
|      | Thereafter                              | 110.26%                 | 32.66 |
|      | (L)*                                    |                         |       |
| 5065 | Water Service Supervisor                | 127.85%                 | 37.87 |

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| Code | Title   | 2010 Percent of Journey |       |
|------|---|-------------------------|-------|
| 5061 | Water Service Worker                            |                         |       |
|      | First 6 months                                  | 95.70%                  | 28.35 |
|      | Thereafter                                      | 100.00%                 | 29.62 |
|      | (D)*  | 103.00%                 | 30.51 |
|      | (E)*  | 115.00%                 | 34.06 |
| 5063 | <del>Water Transmission Supervisor, Asst.</del> |                         |       |
| 5112 | Water Treatment Plant Operator                  | 110.40%                 | 32.70 |
| 5060 | Water Utility Worker<br>(Hired before 1/1/87)   | 80.30%                  | 23.78 |
| 5060 | Water Utility Worker<br>(Hired after 1/1/87)    |                         |       |
|      | First year                                      | 73.15%                  | 21.67 |
|      | Thereafter                                      | 76.80%                  | 22.75 |
|      | (A)* Step 1 Training                            | 76.80%                  | 22.75 |
|      | Step 2 Training                                 | 80.30%                  | 23.78 |
|      | Step 3 Training                                 | 81.80%                  | 24.23 |
|      | Step 4 Training                                 | 83.30%                  | 24.67 |
|      | Step 5 Training                                 | 84.30%                  | 24.97 |
|      | (H)*  | 88.00%                  | 26.07 |
|      | (B)*  | 81.00%                  | 23.99 |
| 2155 | Watershed Inspector                             |                         |       |
|      | First 6 months                                  |                         | 27.22 |
|      | 7 <sup>th</sup> through 18 <sup>th</sup> month  |                         | 28.58 |
|      | 19 <sup>th</sup> through 30 month               |                         | 30.01 |
|      | 31 <sup>st</sup> through 42 <sup>nd</sup> month |                         | 31.51 |
|      | Thereafter                                      |                         | 33.09 |

In addition,

- All anniversary dates shall remain unchanged with this adjustment; step increases will take effect on anniversary dates as per the Code.
- No individual employee will be placed into a step that provides for more than a 15% wage increase, unless it is the first step in the new structure.
- If an adjustment to a wage scale results in a decreased value, the employee may be “frozen.”
- Certain “applications of rate” will be changed to “certification premiums” for purposes of internal systems applications.

The following changes will amend the Applications of Rate section of the 2008 -2010 collective bargaining agreement:

- A.** Remove this provision, as the rates are identified in the new Addendum #4.
- E.** Adjust to 115% when a Water Service Worker or Water Plant Maintenance Worker is assigned as a Lead.
- I.** Adjust to 115% of Water Service Worker rate when assigned as the division Safety Coordinator.

- K.** Remove Water Quality Specialist application of rate, as it will be incorporated into the base pay.
- L.** Amend the certification premiums for the Mechanic (referenced in Addendum #1 of the 2008-2010 collective bargaining agreement) as follows:
- 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.
- M.** Remove Level 2 Certification Premium to be incorporated into the new base rate; and establish a Level 4 certification premium for the Water Treatment Plant Operator.
- N.** Remove Level 3 Certification Premium to be incorporated into the new base rate. Level 4 remains.

**Originally signed by:**

**Eric Anderson**  
**City Manager**

**Alice A. Phillips**                      **8/16/2010**  
**Business Manager**

**William A. Gaines**  
**Director of Utilities/CEO**

**Joy St. Germain**  
**Human Resources Director**

**Doris Sorum**                      **8/24/2010**  
**City Clerk**



**Letter of Understanding  
IBEW Local 483  
and  
Water Division, Department of Public Utilities  
FLEX HOURS – WATER SERVICE SUPERVISORS**

It is recognized by both Labor and Management that the Water Service Supervisors can be most effective in their positions if they have time prior to 8:00 a.m. (normal start time) to prepare the work for the crews. It is also acknowledged that a period of time after 4:30 p.m. (normal end of day) may be necessary to wrap up details at the end of the day. These periods outside of normal work hours may extend the work day a total of approximately one-half (1/2) hour beyond eight (8) hours unless some ability to utilize flex time is provided.

Therefore, it is agreed that Water Service 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 are expected from time to time. The Water Service Supervisors shall coordinate with the on-call supervisor to handle any situations that may arise within their section during their absence.

This agreement will require the Water Service Supervisors to coordinate their workload and assure that it is not necessary to set up an additional individual to Water Service Supervisors to cover their absence due to flex time.

This flex time will be recognized as official time off. Water Service Supervisors will not be held accountable for situations that may arise during their time off.

This agreement does not change the established contract agreement for assigning emergency overtime or scheduled overtime to Water Service Supervisors.

This agreement shall remain in place until termination of the current contract and shall then be subject to renegotiation or extension during the next Water negotiations. Either the Union or the Division may unilaterally terminate this agreement with ten working days written notice to the other party.

**Originally signed by:  
Andrew Michels, Risk Manager, City of Tacoma – 7-7-99 and  
Rick E. Hite, Business Manager, Local 483 – 7-7-99**

**ORIGINAL**



**Letter of Understanding  
IBEW Local 483  
and  
Water Division, Department of Public Utilities**

**STANDBY (TRADING DAYS)**

When an eligible employee (pursuant to Article 10.4) 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. Two individuals may trade 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 per item #4 below.
2. 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 would be responsible to complete his or her own timecard.
3. Any trades will be approved by the standby Supervisor.
4. If the standby person has relinquished their standby, the supervisor shall proceed through the Water Service Worker seniority list, excluding the personnel currently holding a standby rotation.
5. A list of Water Service Workers 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.
6. 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.

**Originally signed by:**

**Andy Michels, Risk Manager, City of Tacoma – 5-5-99 and**

**Rick E. Hite, Business Manager, Local 483 – 5-5-99**

**Modified August 2006**

**ORIGINAL**





**Letter of Understanding**  
**IBEW Local 483**  
**and**  
**Water Division, Department of Public Utilities**  
**INCIDENTAL WORK**

Tacoma Water and Local 483, IBEW agree that in the interests of maintaining Tacoma Water as an efficient and competitive utility that:

The City 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.

Tacoma Water and Local 483, IBEW agree that either party may unilaterally terminated this letter of understanding upon five working day written notice to the other party.

**Originally signed by:**  
**For the Union:**

Rick E. Hite, Business Manager  
4-16-03

Alice A. Phillips, Business Representative  
4-16-03

**For the City:**

Mark Crisson, Utilities Director  
4-9-03

Kenneth J. Merry, Water Superintendent  
4-8-03

Phil Knudsen, Human Resources Director  
4-7-03

**ORIGINAL**



**Letter of Understanding**  
**IBEW Local 483**  
**and**  
**Water Division, Department of Public Utilities**

**BID / INTEREST LIST PROCESS**

This letter of Understanding is entered into by the parties to provide clarification on Article 10 of the current Collective Bargaining Agreement. 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.

In addition, this Letter of Understanding shall remain in effect until the current collective bargaining agreement expires and shall then be subject to renegotiations or extension.

The parties agree to adhere to the following procedures regarding bidding for vacancies:

Article 10.2 – Bid Procedure: 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 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.

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

Bid Process:

A position qualifies for the above bid process 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. desk 200, desk 300 etc. within Distribution).

**ORIGINAL**

Positions bid under the above process will be awarded by seniority.

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

### The 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.

### The Interest list process is as follows:

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

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.

**Originally signed by**  
**Mark Crisson, Director of Utilities 10/9/00**  
**Ken Merry, Tacoma Water Superintendent 9/15/00**  
**Phil Knudsen, Human Resources Director 10/5/00**  
**Linda McCrea, Water Distribution Manager**  
**Alice Phillips, IBEW Business Representative 10/5/00**

Effective as amended with implementation of the 2008-2010 contract

Joint Labor Committee of Tacoma  
Retirement Health Savings Plan  
Letter of Understanding  
January 3, 2006

Joint Labor Committee of Tacoma  
And  
City of Tacoma

Joint Labor Committee of Tacoma (hereinafter "Union") and the City of Tacoma (hereinafter "City") mutually agree to the following Retirement Health Savings (hereinafter "RHS") plan set up and funding options.

1. As soon as practicable after the execution of this Letter of Agreement (hereinafter "LOA") but no later than May 21, 2006, the City shall implement and maintain the ICMA Retirement Corporation VantageCare Retirement Health Savings Plan for members of the bargaining unit represented by the Union.
2. The RHS Plan to be implemented provides for the following plan design options:  
(a) eligibility for all bargaining unit employees represented by the Union, (b) elective participation, (c) direct employer contributions, (d) employee elective contributions, (e) immediate vesting of all contributions, (f) coverage for all medical expenses permitted by the IRS for medical expense deductions under Section 213 of the Internal Revenue Code, and (g) medical expenses upon the death of the employee. In the event any or all of these features/options are (or become) unavailable through the Plan, the parties shall meet to determine a mutually acceptable alternative.
3. The City will not be required to contribute to the Plan unless the City and the Union reach a written agreement requiring such contributions. Nothing herein shall preclude the City and individual unions who are members of the "Union" from reaching an agreement concerning individual bargaining unit members.
4. In the event the RHS Plan is determined not to be a qualified plan within the meaning of the Internal Revenue Code and/or it is determined that contributions to the RHS Plan and/or investment income derived from contributions to the RHS Plan and/or payments from the RHS Plan for medical expenses permitted by the IRS for medical expense deductions will result in a tax consequence for bargaining unit employees; either party may request that the Union and the City begin negotiations for a qualified, retirement health savings plan for members of the bargaining units represented by the Union. If such request is made, the Union and City shall promptly begin negotiations for a qualified, retirement health savings plan for members of the bargaining units represented by the Union.
5. This LOA shall be attached to and shall become part of the collective bargaining agreement between the Union and the City as if fully rewritten therein.

The Effective date of this letter of agreement is 1/3, 2006

**ORIGINAL**

**Original Signed by:**

**Eric Anderson**  
**City Manager**

**Mark Crisson**  
**Director of Public Utilities**

**Lilly Aguilar**  
**Human Resources Director**

**Brock Logan**  
**Washington State Council of County and**  
**City Employees, Local 120**

**Daniel Morgan**  
**International Association of Machinists**  
**And Aerospace Workers, Local 160**

**Pat McElligott**  
**Tacoma Firefighters Union, Local 31**

**Alice A Phillips**  
**International Brotherhood of Electrical**  
**Workers, Local 483**

**Rene Jankiewicz**  
**International Federation of Professional**  
**And Technical Engineers, Local 17**

**Bob McDonald**  
**Teamsters, Local 313**

**John A. Williams**  
**Teamsters Local 117**

**LETTER OF UNDERSTANDING**  
**between**  
**IBEW, Local 483**  
**and**  
**Water Division, Department of Public Utilities**  
**Headworks 24-Hour Shift Implementation**  
**Date May 28, 2008**

Due to the implementation of 24-hour shifts The City of Tacoma, Tacoma Water and IBEW Local 483 agree to the following conditions:

1. Attached is the proposed 24-hour shift schedule. This schedule supersedes Sections 12.5 and 12.6 of the parties' current CBA for Headworks Water Treatment Plant Operator and Supervisor positions, and previously negotiated Operator Schedule designs. All Water Treatment Plant Operator day and night shifts will rotate on an equivalent time basis.
2. **Operator Shift Schedule Definitions:**  
  
D1: The 12-hour Day (with alternating Tuesdays on 8-hour) Shift Operator scheduled to work on the day in question.  
D2: The 12-hour Day (with alternating Tuesdays on 8-hour) Shift Operator next scheduled to work.  
N1: The 12-hour Night (with alternating Tuesdays on 8-hour) Shift Operator scheduled to work on the day in question, operating in a cycle together with the D1 and Relief 1 Operators.  
  
N2: The 12-hour Night (with alternating Tuesdays on 8-hour) Shift Operator next scheduled to work, operating in a cycle together with the D2 and Relief 2 Operators  
  
Relief 1: The 12-hour (with alternating Tuesdays on 8-hour) Operator whose schedule matches the D1 Operator, except Tuesdays, when the Relief 1 Shift immediately follows the D1 Operator  
  
Relief 2: The 12-hour (with alternating Tuesdays on 8-hour) Operator whose schedule matches the D2 Operator, except Tuesdays, when the Shift immediately follows the D2 Operator
3. Water Treatment Plant Operators on the Duty shift (D1/D2 and N1/N2 all days, and the Relief 1/Relief 2 Operator on Tuesdays), or their replacement as described below, shall receive a minimum of 0.1 hours of overtime at shift change for the arriving operator to facilitate information exchange.
4. All Water Treatment Plant Operator shifts 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.

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5. Sick Leave Coverage: Operators will from time to time need to use accrued sick leave. During these periods, it is sometimes the case that little advance notice is available. Response to cover affected shifts, when required, shall use the following principles:
- Sick leave coverage will first attempt to use Operators on a like schedule, as outlined below. 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) The current Day Relief Operator and 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 1 8-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 Headworks are considered Shift Workers, amending the definition of Shift Worker in Section 5.5 of the Collective Bargaining Agreement.
6. Specific Sick Leave Coverage Plan: In all cases the Plant Manager or his/her designee is notified, and if none of the sequential options are available, he/she determines the plan of action.

**Case 1 -Day Shift**

All days except Tuesdays - D1 sick

1. Relief 1 covers D1 shift
2. If D1 and Relief 1 unavailable, the N1 extends 2 hours (OT), and Supervisor covers the balance of shift {M-F)- Part OT
3. If D1 and Relief 1 unavailable on weekends, or if it is determined that additional Operator support is required Monday-Friday, D2 and Relief 2 are both eligible, and are offered the shift in order of seniority (OT)
4. On weekends, Supervisor called (OT)

**Case 2 -Day Shift**

Tuesdays – D1 sick

1. Night shift extends 2 hours ( OT), Supervisor covers balance of shift
2. If it is determined that additional Operator support is required, Relief 1 called, and if unavailable, D2 and Relief 2 are both eligible, and are offered the shift in order of seniority (OT)



**Case 3 -Relief Shift**

Tuesdays- Relief 1 sick

1. D1 continues to 1800 hours (OT), N1 comes in early 1800 hrs (OT)
2. Supervisor covers initial 2.5 hours of shift
3. Night 1 called in early to cover balance (OT)
4. If Night 1 unavailable, D1, D2 and Relief 2 are all eligible, and are offered the remaining 5.5 hours of the shift in order of seniority (OT)
5. If none accept, Supervisor continues shift until N1 arrives (OT)

**Case 4 - Night Shift**

All days except Tuesdays- N1 sick

1. Night 2 called (OT)
2. Relief 1 Extended 6 hours (OT), D1 (next morning) called in early 6 hours (OT)
3. D2 offered shift (OT)
4. Supervisor fills shift (OT)

**Case 5 -Night Shift**

Tuesdays- N1 – Sick

1. Night 2 called (OT)
2. Relief 1 Extended 4 hours (OT), DI (next morning) called in early 4 hours (OT)
3. D2 Offered shift (OT)
4. Supervisor fills shift (OT)

**Case 6- Over 1 Week Absence (extended illness, planned surgery, etc.)**

All Days- D1 –Sick

1. Relief 1 covers D1 schedule
2. Supervisor schedule changes to cover Relief 1 on Tuesdays
3. Relief 1 (in D1 Schedule) continues to 1800 hrs (OT), N1 comes in early 1800 hrs (OT).

**Case 7- Over 1 Week Absence (extended illness, planned surgery, etc.)**

All Nights - N1 – Sick

1. Relief 1 changes schedule to cover N1 Night Shift
2. Supervisor schedule changes to cover N1 Schedule

**Case 8- Over 1 Week Absence (extended illness, planned surgery, etc.)**

All Days- Relief sick – Tuesday coverage

1. Supervisor covers shift.
2. D1 continues to 1800 hrs (OT), N1 comes in early 1800 hrs (OT).

7. **Vacation Coverage.** Due to the critical function of the Green River Headworks, vacation planning must be carefully planned and coordinated.

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Trades for shifts will not be allowed without approval of the Supervisor. In general, vacations requested during periods when assigned to the Night shift, without previously arranged and approved shift trades to ensure coverage, will not be approved.

8. **Overtime.** Overtime shall be administered as follows: Vacation coverage 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. If two employees are on like schedule they shall be offered the overtime in order of seniority.

The definition of the normal shift is contained in the attached 24-hour schedule. Section 12.10(D) shall no longer be applicable to personnel at the Green River Head works after implementation of the 24-hour shift since these shift personnel will no longer be furnished housing, in accordance with Item 1 above. Additionally, Section 12.10(E) no longer applies to employees at the Headworks. Employees on the 24-hour shift rotation will not be allowed to earn compensatory time because of scheduling difficulties.

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.

**Original Signed by:**

**Alice A Phillips, Business Manager**  
**IBEW, Local 483**

**William Gaines, Director**  
**Tacoma Public Utilities**

**John Kirner, Superintendent**  
**Tacoma Water**

**Joy St. Germain, HR Director**  
**City of Tacoma**

**LETTER OF UNDERSTANDING**  
**between**  
**IBEW, Local483**  
**and**  
**Water Division, Department of Public Utilities**  
**Headwork's 24-hour Shift Implementation**  
**for**  
**Bill Cummins and Jeremy Kaiser**  
**Date February 28, 2008**

Beginning in September 2007, 24-hour shift operations were implemented at the Green River Headworks Treatment Facilities. In recognition for the impacts this change has on the Operators who were incumbents in the Water Treatment Plant Operator position prior to the planning and initiation of 24-hour rotating shifts, the following conditions have been agreed to.

With Respect to Mr. Bill Curmnins

1. Bill Curmnins shall be reclassified as a Water Service Worker and assigned to McMillin.
2. Bill Cummins shall retain the wage of Water Treatment Plant Operator Level 2 as documented in the 2008 Collective Bargaining Agreement. This will remain his fixed wage until such time that the position's wage is equal to, or greater than his retained wage.

With Respect to Mr. Jeremy Kaiser

1. Management will expeditiously seek to fill the position of Water Treatment Plant Operator. Jeremy Kaiser will aid in training the Water Treatment Plant Operator, but shall start the new 7:30am to 4:00pm Monday through Friday shift.
2. Jeremy Kaiser shall be reclassified to the position of Water Plant Maintenance Worker assigned temporarily to the Green River Headworks. While on this temporary assignment Jeremy Kaiser's shift shall be 7:30am to 4:00pm Monday through Friday.
3. When the first Water Plant Maintenance Worker position becomes available at the Enumclaw Shops, within the Water Supply Section, Jeremy Kaiser will be transferred to this position. This transfer shall take place no later than 10 working days from the date of the vacancy.
4. Jeremy Kaiser shall retain the Water Treatment Plant Operator Level 2 wage as documented in the 2008 Collective Bargaining Agreement. This will remain his fixed wage until such time that the position's wage is equal to, or greater than his retained wage.

This Letter of Understanding shall remain in full force and effect until Bill Cummins and/or Jeremy Kaiser leave Tacoma Water employment.

**ORIGINAL**

**Original Signed by:**

**Alice A. Phillips**                      **3/4/2008**  
**Business Manager**

**William Gaines**                      **3/7/2008**  
**Director, Tacoma Public Utilities**

**John C. Kirner**                      **3/6/2008**  
**Superintendent, Tacoma Water**

**Joy St. Germain**                      **3/7/2008**  
**Human Resources Director**

**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**

**ORIGINAL**

