

2024-2026

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

CLERICAL UNIT

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2024-2026

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CLERICAL UNIT**

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2024-2026

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF TACOMA

and

LOCAL 483

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CLERICAL UNIT

PREAMBLE

For the purpose of maintaining cordial relations between the City of Tacoma, hereinafter designated as the "City" and the party of the first part, and the Local 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union" and the party of the second part, the parties hereto do hereby enter into, establish and agree to the following conditions of employment.

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

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

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

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2024, to and including December 31, 2026, provided that, if either party desires to terminate the Agreement on the anniversary date of December 31, 2026, written notice of such intent must be given to the other party one hundred and twenty (120) days in advance of that date, and provided further that this Agreement shall be subject to such change and modification during its term as may be mutually agreed by the parties hereto.

ARTICLE 2 – UNION RECOGNITION

Section 2.1 The Union shall be the exclusive bargaining agent in all matters of wages, hours, and employment conditions in the application of the Agreement to employees in those classifications now listed and later added to the classifications set forth herein. Should existing

classifications be reclassified without the addition of significant new or different duties, the Union shall continue to be recognized for those classifications. Should new classifications in the City classified service be created, the City shall recognize the Union for those classifications, if such classifications perform a substantial portion of work presently performed by classifications listed in this Agreement. However, if another bargaining representative requests recognition for such a new classification, recognition procedures set forth in Chapter 41.56 RCW shall apply.

Section 2.2 – Leave for Business Manager/Representative The Director of Public Utilities or City Manager 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 (2) employees of the City who are members of the Union, and whom the Union may desire to have act as its Business Manager/Representative to be locally engaged in the business of the Union.

Section 2.3 The City will inform new bargaining unit employees of the Union's exclusive representation status. The City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, an employee designated by the Union will be permitted, for up to thirty (30) minutes and without loss of regular straight-time pay, to meet with new represented employee(s). The City shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

Section 2.4 - Deductions The City agrees to deduct from the pay of each employee, who has so authorized it, the Union initiation fees, monthly dues, and assessments as certified by the Union. The City will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee's authorization from the Union, the City will deduct from the employee's pay membership dues and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing deduction(s). The Union shall provide the City with at least one (1) full pay period notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union initiation fees, monthly dues, or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union initiation fees, monthly dues, or assessments, the City will forward the request to the Union electronically within two (2) weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 2.5 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 2.6 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.7 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of their membership in the union.

Section 2.8 The City agrees to use reasonable efforts to notify the Union prior to releasing any requested information when the City receives a Public Disclosure Request specifically asking for the name, date of birth, membership status, duty station/location, address, or work email address of all of the members of the Union's bargaining unit. The Union agrees to use reasonable efforts to notify the City prior to filing any court action to prevent the City from releasing information under such a request. The parties' obligations under this section are not subject to grievance.

Section 2.9 The City agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union.

Section 2.10 The City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 2.11 – Bargaining Unit Jurisdiction The members covered by this agreement shall not be required to perform more than incidental work which properly comes under the jurisdiction of another bargaining unit and/or classification, unless properly compensated for such temporary work assignment.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules or this labor agreement.

ARTICLE 4 – STRIKES AND LOCKOUTS

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

The Union will not authorize 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 powers 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 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 – Shop Steward A Union member designated by the Union as such. The Union shall provide updates of the newly appointed Shop Stewards to Labor Relations.

Section 5.2 – Department or Division Head An officer or employee designated by the City Manager to be the head of a department and by the Director of Utilities to be the superintendent of an operating division or head of a major service division. (General Government are referred to as Departments; Major Operating or Service Divisions of TPU are referred to as Divisions.)

Section 5.3 – Union Representative “Union Representative” shall mean the Union Business Manager, Assistant Business Manager or their designee.

Section 5.4 – Labor/Management Committee A committee composed of equal representatives from the City and the Union to discuss issues of mutual concern.

ARTICLE 6 – SHOP STEWARDS

Section 6.1 – Shop Stewards The Union shall have the right to appoint Shop Stewards. The City Labor Relations and the department where the Shop Steward works shall be furnished with the names of Shop Stewards so appointed.

Shop Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation and settlement of employee grievances, subject to the following conditions:

6.1.1 Such time shall be with the approval of the Shop Steward's immediate supervisor and such approval shall not be unreasonably withheld. The Shop Steward shall give the supervisor an estimate of the time needed. If the time needed would require extended time away from work time then it may be more appropriate for a paid Union official to be involved in the investigation.

6.1.2 A Shop Steward shall be permitted to be present at investigatory meetings, or meetings where disciplinary action may occur and a member has requested a Shop Steward's presence. If a Shop Steward is not available, the Union shall designate another representative to attend.

6.1.3 A manager need only deal with one (1) Union representative (Business Agent or Shop Steward) at a time, unless either party requests otherwise. If additional participants are deemed necessary, the party requesting the additional participants shall notify the other party.

The Shop Steward, on entering a work location, shall inform the supervisor of their desire to talk to employee(s)/member(s) in matters relating to this Agreement. Permission to meet with the Shop Steward will be granted promptly to the employee(s)/member(s) involved unless such absence would cause an undue interruption of work. If the employee(s)/member(s) cannot be made available, the Shop Steward shall be immediately informed when the employee(s) will be made available.

ARTICLE 7 – LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee ("LMC") shall be established to discuss issues of mutual concern.

Section 7.1 The LMC shall be composed of an equal number of representatives (four (4) each) from the City and the Union. The City Manager and the Director of Public Utilities or their designees and the Business Manager shall appoint their respective members. Each party shall notify the other party of their representatives.

Section 7.2 The LMC 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.

Section 7.3 The LMC shall establish its own rules of procedures and shall meet quarterly or as required. Chair shall rotate with the union chairing the quarterly LMC meetings during the first (1st) and third (3rd) quarters and management chairing the second (2nd) and fourth (4th) quarters. Additional meetings may be scheduled by mutual consent. Any meetings may be canceled by mutual consent. Whenever possible, the Chair shall distribute the agenda one (1) week prior to the meeting. Items submitted by either party shall constitute the agenda.

ARTICLE 8 – NON-DISCRIMINATION

Section 8.1 Pursuant to RCW 41.56 there shall be no discrimination against union membership, union officers, or union activity.

Section 8.2 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, but not limited to, race, color, national origin, religion, sex, age, marital status, sexual orientation or disability. Union and the City shall work cooperatively to assure the achievement of equal employment opportunity.

Section 8.3 There shall be no sexual harassment and/or other illegal harassment as provided by applicable City policy and State and Federal Law.

Section 8.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act and/or the Washington Law Against Discrimination which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

ARTICLE 9 – DISCIPLINE

Section 9.1 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 9.2 The employee shall be entitled to have a Union representative present at any meeting that the City holds with the employee to discuss potential disciplinary action including the investigative phase of corrective action and when disciplinary action is issued. The City shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however the City's effort shall not be considered a required step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 9.3 At the request of the employee or the Union, the City shall hold a pre-disciplinary hearing as soon as reasonably possible after the employee was notified in writing of the specific alleged violation that may result in a suspension, demotion, or termination. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 9.4 The City shall make a copy of all documents in its possession and relevant to the alleged violation available to the employee and the Union representative five (5) days prior to the hearing if possible. Where this is not possible, the City and the Union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties.

Section 9.5 The City 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 9.6 The employee and the employee's Union representative, shall have the right to inspect the contents of the personnel file maintained by the City as well as any files which were used as part of the disciplinary process.

Section 9.7 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. Letters of reprimand and written and oral warnings may be grieved only through Step 4 of the grievance process. However, at Step 4, these lower levels of discipline will be forwarded to the Human Resources Director, or their designee, in lieu of the City Manager/Utilities Director.

Section 9.8 A suspension, 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 9.9 The City 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 City agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and will be subject to "Just Cause."

Section 9.10 Investigation of employee misconduct must begin within sixty (60) calendar days of the incident or within sixty (60) days of when the City had knowledge of an incident. All letters of reprimand and/or letters of intent to suspend, demote and/or discharge must be issued within six (6) months from the date of the incident or when the City had knowledge of the 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. In addition, if an employee is on an authorized leave of absence or on FMLA/PFML leave, the timeframe will be extended thirty (30) calendar days after their return to work.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 10.1 A Grievance must be submitted to the Department or Division in writing within thirty (30) calendar days of the alleged violation.

Section 10.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. To this end, every effort will be made by both parties to resolve problems at the lowest level. Both parties shall work cooperatively to identify the appropriate party to respond to a grievance. Initially, the employee shall discuss the incident with the Shop Steward. Further contacts shall follow this procedure:

Step 1 The employee, or employee and/or Shop Steward (or Union Representative), are encouraged to meet with the immediate supervisor (written communication not required) in an attempt to resolve the issue. Such meeting shall take place as soon as possible. A complaint alleging discrimination by the employee's immediate supervisor may be initiated at Step 2 of the procedure outlined below.

Step 2 If the incident cannot be resolved at the first step, it shall be reduced to writing specifying the section or sections of the contract violated, relevant facts, and the proposed remedy and shall be presented to the section manager, with copies to the Union and Labor Relations within ten (10) working days of the decision rendered at Step 1. To be valid, the grievance must be submitted in writing within thirty (30) calendar days of the alleged violation by the grieving party. This step shall not preclude contacts at lower levels, if this may expedite the resolution process.

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

Step 3 If the employee is not satisfied with the Step 2 response, then within ten (10) working days of receipt of the appropriate section manager's answer, the grievance shall be forwarded to the Department/Division Head with copies to Labor Relations.

The Department/Division Head shall, within ten (10) working days render a decision in writing to the employee and Union.

Step 4 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the Department/Division Head's answer, the employee (or designated representative) will forward the grievance to either the Director of Utilities/Director, Human Resources, or a respective designee for possible resolution.

The Director of Utilities, Director, Human Resources, or a respective designee (after consultation with the Department/Division Head, Labor Relations, and the Union Business Manager) shall submit their answer in writing within ten (10) working days after personal receipt of the grievance.

Option Optional Grievance Mediation. If the parties are unable to resolve a grievance at the Step 4 level, upon mutual agreement of the City and the Union, the parties may request grievance mediation utilizing services provided by the Public Employment Relations Commission. If mediation is agreed to the parties shall hold timelines of the grievance in abeyance until the conclusion of mediation.

Step 5 Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Either party may give notice of 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. The decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation, and all other agreed to 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 the arbitrator's power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 10.3 The time limitations in this Article may be adjusted by mutual agreement, in writing between the Union and the Department/Division. Failure by the non-grieving party to comply with any of the 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 forgoing time limitations shall constitute resolution of the grievance.

ARTICLE 11 – SENIORITY AND VACANCIES

Section 11.1 Seniority is defined as the length of continuous service by an employee for the City. The length of continuous service by classification by Department/Divisions held shall establish seniority for temporary upgrades.

Section 11.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit that is in the next higher classification in the class series that receives a higher rate of pay. An employee upgraded by their supervisor shall be paid for the time worked in the higher class. An employee may be given a temporary appointment to a higher classification when they are assigned the duties of such classification.

Section 11.3 In the filling of temporary vacancies, the City need not upgrade an employee who, in the City's opinion, does not possess the knowledge, skill, ability, or adaptability for the job. Neither is the City required to upgrade employees assigned to other sections, divisions, or departments.

Section 11.4 Vacancies of five (5) working days or less, and in instances of emergency and illness, may be filled to meet the City's immediate needs.

Section 11.5 In the event the Division or Department fills a vacancy that exceeds five (5) working days, such vacancy shall be filled from a layoff register or the existing Civil Service eligible list, providing the temporarily upgraded employee is in the same section, division or department. If no eligible list exists, such vacancy shall be filled on a seniority basis in accordance with the provisions in Sections 11.1, 11.2 and 11.3.

Section 11.6 The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Tacoma Municipal Code.

ARTICLE 12 – SELECTION OF PERSONNEL

Section 12.1 In selecting personnel for regular positions, the Division or Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Tacoma Municipal Code.

Section 12.2 – Vacancy Announcements A standing transfer list will be established for all classifications represented by this Collective Bargaining Agreement. Transfer lists shall run concurrent with established civil service eligibility lists. Employees shall remain on the transfer list until such time as the eligibility list expires, the employee accepts transfer, or they request that their name be removed from the list. Human Resources will notify employees in any respective classification covered by this agreement when a new list is being created for their classification. This notification will include information about the transfer list process. Human

Resources does recommend that employees apply directly to open positions to ensure hiring departments have the most up to date and current information for the employee and will provide employees the opportunity to complete any supplemental application questions for consideration.

ARTICLE 13 – SAFETY

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 14 – WORK RULES

Section 14.1 – Working Rules Working rules, as agreed upon between the City and the Union, shall be established governing working conditions and requirements of each classification consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Tacoma Municipal Code.

Employees working for the City of Tacoma have various working conditions including: the wages, hours, and working conditions of the Collective Bargaining Agreement, Personnel Rules City of Tacoma, Personnel Management Policies of the City, Compensation Plan City of Tacoma, The Administrative Policies and Procedures of the Department of Public Utilities, Administrative Policies for General Government, Code of Ethics and the Tacoma Joint Labor Committee Agreement with the City.

Section 14.2 – Meal Periods An employee may be assigned to a thirty (30) or sixty (60) minute meal period which will be provided not less than three (3) nor more than five (5) hours after beginning work.

Section 14.3 – Rest Periods The standard City rest period shall be fifteen (15) minutes in length. Two (2) rest periods shall be allowed per day for full-time employees and one (1) per day for part-time employees who work six (6) hours or less per day. One (1) shall be scheduled in the mid-morning and one (1) in the mid-afternoon.

Section 14.4 – Meal Allowance

14.4.1 An employee working non-scheduled overtime at least two (2) hours before or beyond their regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance as prescribed in the Tacoma Joint Labor Agreement, or eighteen dollars (\$18.00) per meal, whichever is greater. All meal allowances shall be paid through the City's payroll process.

14.4.2 Employees will not be eligible for a meal allowance when working scheduled overtime unless the number of overtime hours worked exceeds the regularly scheduled total daily hours of work by two (2) hours.

14.4.3 Non-scheduled overtime is defined as overtime performed with less than twenty-four (24) hours advance notification.

Section 14.5 – Shifts & Scheduled Work Assignments/Hours

14.5.1 A work schedule is the number of scheduled days an employee works in either a work week (e.g., forty (40) hours worked in five (5) consecutive days, or forty (40) hours worked in four (4) consecutive days), or over two (2) work weeks, (eighty (80) hours worked in nine (9) shifts.

14.5.2 A shift is the number of hours an employee works on a given workday. The normal work week for full-time employees will consist of five (5) consecutive eight (8) hour days normally Monday through Friday between the hours of eight (8) a.m. and five (5) p.m. Upon mutual agreement, or when there is a business need, as determined by management, or to accommodate an alternative work schedule, the hours shall be adjusted to fall between six (6) a.m. and six (6) p.m. All shifts exclude a thirty (30) or sixty (60) minute meal period. Should a situation arise when a department or workgroup is bidding on shifts and a dispute arises, the senior employee will have preference.

14.5.3 Consistent with applicable policy (currently PMP 320 – Flex-Time Policy) alternate work schedules may be agreed to by the employee and the appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days (a “4/10”), or eighty (80) hours worked in nine (9) days (a “9/80”). Shifts for alternate work schedules will be within the shift period defined in Section 14.5.2.

Absent continued mutual agreement between the employee and their immediate supervisor to continue an alternate work schedule, then the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act. Changes to current work schedules, shift changes and/or job assignments shall have two (2) week’s advance notice unless an emergency requires otherwise.

14.5.4 An employee may request an adjustment to a particular day’s regularly scheduled shift including splitting the shift. Requests for a shift adjustment or to make up missed time are approved at the discretion of the Supervisor/Manager. The shift adjustment and time made up will be within the shift period defined in section 14.5.2 for alternate work schedules. At the employee’s request, the employee may make up time on their flex day and within the shift period defined in section 14.5.2 for alternative work schedules. The City shall not incur overtime liability until the number of hours worked on this adjusted shift exceeds the number of hours worked in the employee’s regularly scheduled shift. Any adjustment to a shift shall be made up within the same work week the adjustment was granted to remain in compliance with the Fair Labor Standards Act.

14.5.5 Any exceptions to Sections 14.5.1, 14.5.2, 14.5.3, and 14.5.4 must be brought to Labor Relations and the Union.

Section 14.6 Pursuant to Policy 3.17 Managing a Telework Arrangement Policy, upon request from the employee, with permission of the supervisor, subject to the approval of the Department Head or their designee, employees may be authorized to telecommute.

Section 14.7 – Overtime

14.7.1 An employee required to perform work outside their regularly scheduled shifts, on the sixth (6th) day or holidays as set forth in Appendix B shall be compensated at one and one-half times (1-1/2) the straight time hourly rate and two (2) times the straight time hourly rate for all work performed on the seventh (7th) day. An employee called to perform overtime work shall be paid from the time the employee reports to work headquarters or at the job site, as the case may be.

14.7.2 A minimum of two (2) hours overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports to work less than two (2) hours before the beginning of their regular shift or continues after their regular shift, unless a temporary shift adjustment (Section 14.5.4) has been requested by the employee and approved by the supervisor.

14.7.3 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. At the employee's request and with Department/Division Head or their designee's approval, compensatory time may be substituted for cash payment at the appropriate overtime rate. All use of compensatory time shall be in compliance with the City Compensation Plan, and Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned.

14.7.4 When working on an assigned job that runs into overtime immediately preceding or following the regular workday, the employee working on that task will be given first choice to complete that task during overtime. On jobs not finished by an individual on Friday night, the same individual shall be used if requested to work on that particular assignment on the immediate weekend.

If the overtime assignment requires additional employees to complete and/or is not considered a continuation of a task or assignment, management will assign overtime based on seniority as long as the employee is qualified. Should a situation arise where no employee accepts an overtime assignment, management reserves the right to assign the overtime to the least senior employee in the work group.

Section 14.8 – Time Card Upgrades Consistent with applicable City policies and procedures, time card upgrades will be approved when incumbents are assigned by their supervisor to greater responsibilities than encompassed in their current classification.

Section 14.9 – Job Sharing Employees requesting to job share will be required to sign a job share agreement. Employees requesting to job share recognize that, unlike a part-time position, they may be required to fill in for the job share partner during absences.

Section 14.10 – Letters of Understanding Only those letters of understanding signed by the Union Business Manager or authorized representative, Sr. Labor Relations Manager and the City Manager and/or the Director of Utilities and appropriate and necessary Department or Division head(s), shall be considered in force and subject to the provisions of the agreement.

Section 14.11 – Vacation Requests When scheduling time off, should a situation arise where two (2) or more employees request the same time off and an arrangement to accommodate the request is unfeasible, preference will be provided to the most senior employee in the work

group. Once an employee's time off request is approved and scheduled, a more senior employee cannot bump a less senior employee for the same time off.

ARTICLE 15 – BENEFITS

The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the Joint Labor Agreement most recently ratified by both parties.

Items covered by Appendix B may be grieved through this Collective Bargaining Agreement, except those items challenging the interpretation or application of the Joint Labor Agreement provisions which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

Section 15.1 – Personal Time Off Employees may enroll in the Personal Time Off (PTO) program on a voluntary basis during the City's PTO open enrollment period. PTO with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code.

Section 15.2 – Police Clerical Mandatory Holidays A total of three (3) mandatory holidays must be taken, they are: Independence Day, Thanksgiving Day and Christmas Day. All other City-recognized holidays shall be scheduled as may be mutually agreeable between the employee and supervisor. Holidays not used by the end of the calendar year are lost.

ARTICLE 16 – WAGE SCALES

Section 16.1 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 16.2 The wage scales found in Appendix A shall prevail for employees employed in the listed classifications in the Clerical Unit.

Section 16.3 Step Increase Withholding Per Tacoma Municipal Code 1.12.030, step increases may be withheld by the City for unsatisfactory service. The City will provide feedback to employees as to the reason they are withholding a step increase. Following the withholding of a step increase the City will identify a date on which the employee will be reviewed for step increase consideration. Withholding of a step increase shall not affect the employee's step anniversary date.

ARTICLE 17 – OUTSOURCING

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

ARTICLE 18 – SAVINGS 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.

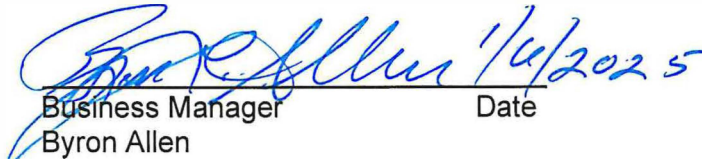
EXECUTED THIS 13th DAY OF January, 2025.

City of Tacoma

Local 483, IBEW, Clerical Unit


Signed by:

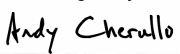
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City Manager
Elizabeth Pauli
01/13/2025
Date


Business Manager
Byron Allen
1/6/2025
Date

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Director of Utilities
Jackie Flowers
01/10/2025
Date

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Division Manager, Labor Relations
Dylan Carlson
01/06/2025
Date

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Director, Finance
Andy Cherullo
01/10/2025
Date

Approved as to form:

Signed by:

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Deputy City Attorney
Cheryl Comer
01/06/2025
Date

Attest:

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City Clerk
Nicole Emery
01/13/2025
Date

APPENDIX A

**Local 483, International Brotherhood of Electrical Workers
Clerical Unit**

Effective January 1, 2024, General Wage Increases shall be provided as follows:

General Wage Increase 2024-2026				
Code	Classification	1/1/2024	1/1/2025	1/1/2026
05080	Accountant	2.75%	2.75%	3.00%
05140	Accountant, Senior	2.75%	2.75%	3.00%
07370	Administrative Assistant	2.75%	2.75%	3.00%
05040	Financial Assistant	2.75%	2.75%	3.00%
00060	Office Assistant	2.75%	2.75%	3.00%
11410	Public Disclosure Analyst	2.75%	2.75%	3.00%
11440	Public Disclosure Analyst, Lead	2.75%	2.75%	3.00%
11400	Public Disclosure Specialist	2.75%	2.75%	3.00%
11430	Public Disclosure Video Redaction Analyst	2.75%	2.75%	3.00%
05470	Retirement Specialist	2.75%	2.75%	3.00%

In addition to the General Wage Increases described above, effective January 1, 2024, the following market adjustments shall be applied:

Market Based Increases 2024-2026				
Code	Classification	1/1/2024	1/1/2025	1/1/2026
05080	Accountant	2.75%	1.25%	0.00%
05140	Accountant, Senior	2.75%	1.25%	0.00%
07370	Administrative Assistant	3.00%	2.25%	1.00%
05040	Financial Assistant	3.00%	2.25%	1.00%
00060	Office Assistant	3.00%	2.25%	1.00%
11410	Public Disclosure Analyst	3.00%	3.25%	3.25%
11440	Public Disclosure Analyst, Lead	3.00%	3.25%	3.25%
11400	Public Disclosure Specialist	3.00%	3.25%	3.25%
11430	Public Disclosure Video Redaction Analyst	3.00%	3.25%	3.25%
05470	Retirement Specialist	3.00%	2.25%	1.00%

Salary Tables 2024-2026:

Salary Table Effective January 1, 2024							
Code	A	Job Title	1	2	3	4	5
05080		Accountant	37.96	39.86	41.85	43.94	46.14
05140		Accountant, Senior	43.67	45.85	48.14	50.55	53.08
07370		Administrative Assistant	29.94	31.44	33.01	34.66	36.39
05040		Financial Assistant	29.94	31.44	33.01	34.66	36.39
00060		Office Assistant	26.02	27.32	28.69	30.12	31.63
11410		Public Disclosure Analyst	37.17	39.03	40.98	43.03	45.18
11440		Public Disclosure Analyst, Lead	40.89	42.93	45.08	47.33	49.70
11400		Public Disclosure Specialist	32.50	34.12	35.83	37.62	39.50
11430		Public Disclosure Video Redaction Analyst	37.17	39.03	40.98	43.03	45.18
05470		Retirement Specialist	29.94	31.44	33.01	34.66	36.39

Salary Table Effective January 1, 2025							
Code	A	Job Title	1	2	3	4	5
05080		Accountant	39.49	41.46	43.53	45.71	48.00
05140		Accountant, Senior	45.43	47.70	50.09	52.59	55.22
07370		Administrative Assistant	31.46	33.03	34.68	36.41	38.23
05040		Financial Assistant	31.46	33.03	34.68	36.41	38.23
00060		Office Assistant	27.33	28.70	30.14	31.65	33.23
11410		Public Disclosure Analyst	39.44	41.41	43.48	45.65	47.93
11440		Public Disclosure Analyst, Lead	43.38	45.55	47.83	50.22	52.73
11400		Public Disclosure Specialist	34.48	36.20	38.01	39.91	41.91
11430		Public Disclosure Video Redaction Analyst	39.44	41.41	43.48	45.65	47.93
05470		Retirement Specialist	31.46	33.03	34.68	36.41	38.23

Salary Table Effective January 1, 2026							
Code	A	Job Title	1	2	3	4	5
05080		Accountant	40.68	42.71	44.85	47.09	49.44
05140		Accountant, Senior	46.79	49.13	51.59	54.17	56.88
07370		Administrative Assistant	32.72	34.36	36.08	37.88	39.77
05040		Financial Assistant	32.72	34.36	36.08	37.88	39.77
00060		Office Assistant	28.44	29.86	31.35	32.92	34.57
11410		Public Disclosure Analyst	41.93	44.03	46.23	48.54	50.97
11440		Public Disclosure Analyst, Lead	46.14	48.45	50.87	53.41	56.08
11400		Public Disclosure Specialist	36.67	38.50	40.43	42.45	44.57
11430		Public Disclosure Video Redaction Analyst	41.93	44.03	46.23	48.54	50.97
05470		Retirement Specialist	32.72	34.36	36.08	37.88	39.77

Employees who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, and in the first pay period of each subsequent year of this contract, shall receive a lump sum payment in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation. This provision only applies to covered individuals who work for Tacoma Police Department.

Financial Assistant (Tacoma Police Department) – Consistent with Article 7 – Labor Management Committee, the City and the Union agree to meet in a Labor Management Committee format to discuss issues of mutual concern regarding the Financial Assistants assigned to the Tacoma Police Department.

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.

APPENDIX B

LOCAL 483, IBEW, Clerical Unit

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2022-2024:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of

hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums.

Employees selecting employee-only coverage will contribute \$50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$100 per month towards the premium costs of medical insurance.

In addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.2.5 Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or

adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no

premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer’s medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if he/she should lose their alternative medical, dental and vision coverage.

6.6 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time.

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

- 6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.
- 6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
- 6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.
- 6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

 - 6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
 - 6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.
 - 6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.
- 6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

 - 6.8.1** Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave.

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a

supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.

- 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
 - 6.11.1** Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
 - 6.11.2** Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month
 - 6.11.3** Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.
- 6.12** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

- 6.12.1** A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.
- 6.12.2** In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.
- 6.12.3** Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 6.12.4** Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.
- 6.13** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

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

6.15 **Wellness**

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

- a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- b. Review all Health Trust Fund/Flex Account balances.
- c. Review experience reports.

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Meal allowances shall be eighteen dollars (\$18) per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

INDEX: MEMORANDUM OF UNDERSTAND & LETTERS OF UNDERSTANDING

1. PAF Schedules (Dated 8/25/2014)
2. Reclassification Retroactivity Pay (MOU) (Dated 2021)
3. Overtime Pay for Clerical Employees in Public Works Street Operations Division During a Snow and/or Ice Event (Dated 8/1/2023, Revised 11/14/2024)

Letter of Understanding

By and Between

City of Tacoma and

International Brotherhood of Electrical Workers, Local 483 Clerical Unit

Subject: Public Assembly Facilities Schedules

Effective August 25, 2014

The City of Tacoma and IBEW Local 483 Clerical Unit, hereby enter into this Letter of Understanding which shall be attached to the collective bargaining agreement and incorporated as though full set forth.

The Parties agree to the following:

In general, the work schedule for positions in classifications covered by this agreement, assigned to the Public Assembly Facilities (PAF) Department, will be between 8:00 a.m. and 5:00 p.m.; however, the following shall also apply and, where in conflict, supersedes Article 13;

1. Based on operational need, PAF management may adjust an employee's regular work schedule, with two weeks' notice to the employee, to include evenings, nights, and/or weekends.
2. The temporarily adjusted shift will be considered the regular shift.
3. Employees will be scheduled for two consecutive days off. The days off may be consecutive within a workweek or consecutive but wrap between two weekends.
4. An employee may request an adjustment to shift, subject to supervisory approval. Such adjustment to shift for regular hours would not qualify for overtime.
5. Time and a half overtime will be paid for all hours worked in excess of forty (40) hours in a defined workweek, and for hours worked more than one (1) hour before or beyond the regular shift. Hours worked more than one (1) hour before or beyond the regular shift count as daily overtime, but not pyramid to count towards overtime beyond forty (40) hours in a workweek. The city agrees not to cancel shifts arbitrarily to avoid overtime.
6. In the event the regular work schedule is adjusted with less than two weeks' notice to the employee, the first shift worked of the adjusted schedule will be paid at the time and a half overtime rate, provided that PAF management may change reporting hours of one (1) hour or less without penalty as provided in item 4 of this Letter of Understanding above.
7. Work performed on the 6th day, or Saturday equivalent, will be paid at time and the one half (1-1/2x) rate. Work performed on the 7th day, or Sunday equivalent, will be paid at the double time (2x) rate.
8. This Letter of Understanding may be opened by either party with sixty days' notice to the other party. Cancellation of this LOU will be by mutual agreement.

Memorandum of Understanding

Between

City of Tacoma

and

International Brotherhood of Electrical Workers, Local 483 Clerical

Subject: Reclassification Retroactivity Pay

Effective Date: July 6, 2021

The City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Clerical Unit, hereby enter into this Memorandum of Understanding establishing a retroactivity date for reclassification requests that are approved by the City of Tacoma's Human Resource Department on an interim basis until the City adopts a new City-wide policy.

The Parties agree to the following:

1. In the event an employee covered by this agreement while this MOU is in effect, requests a classification review by the Human Resources Department, the employee will complete the job audit request form and submit the information to their Supervisor. If the classification review results in a reclassification due to changes in duties or original improper classification, any subsequent compensation changes shall be adjusted retroactive to the date the completed Classification Review Form was submitted to the Supervisor for review.
2. This agreement shall go into effect upon ratification of both parties and remain in effect until the City of Tacoma adopts a City-wide policy related to reclassification retroactivity, or a date otherwise agreed by the parties.

This Memorandum of Understanding is not to be used as a precedent with respect to this or any other contract for any other division or department of the City, nor by other employees represented by this Union, or any other Union.

Exhibit Only

CLASSIFICATION REVIEW REQUEST FORM FOR IBEW 483 CLERICAL EMPLOYEES

Instructions for Employee: Fill out all information above the dotted line. Submit the completed and signed form both a hard copy and an electronic copy (if possible).

Employee Name:

Employee ID #:

Supervisor's Name:

Current Classification:

Classification You Feel Better Describes the Duties You Perform:

Please briefly summarize how your duties have changed since your position was last reviewed?

Please feel free to attach supplemental pages if needed.

How long have you been performing the new duties?

.....

X

Employee Signature and Date Signed

Instructions for Supervisor: Once you've filled out your portion, submit to the City of Tacoma Human Resources – Class & Comp team at your earliest convenience. Please include a copy of the updated PDF if applicable.

Supervisor's Comments:

X

Supervisor Signature and Date Signed

LETTER OF AGREEMENT

BY AND BETWEEN

CITY OF TACOMA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483

CLERICAL UNIT

Effective Date: August 1, 2023

Revised: 11/14/2024

Subject: Overtime Pay for Clerical Employees in Public Works Street Operations Division During a Snow and/or Ice Event

The City of Tacoma (the "City") and IBEW Local 483 Clerical Unit (the "Union"), hereby enter into this Letter of Agreement ("LOA").

At certain times during the year due to snow and/or ice conditions, the City's Public Works Street Operations Division ("Street Operations") may declare a Snow and/or Ice Emergency Event ("Event"), and institute shifts of up to twelve and a half (12 ½) hours for employees, including Administrative Assistants (CSC 01370), Financial Assistants (CSC 05040) and Office Assistants (CSC 00060) who work in Street Operations ("Clerical Staff"), to provide necessary services to the City and its population. The City and the Union recognize the unpredictability of such weather Events.

Given the impact of this change in work schedules on Street Operations employees and Clerical Staff, the City and the Union agree to overtime compensation and related matters during Events as stated below.

1. During an Event, Street Operations Management may determine to change the hours of the shifts for Clerical Staff, outside of Section 14.5.2. When this occurs, all telework agreements will be suspended, and they will report to the office during the Event.
2. When possible, Street Operations will endeavor to provide advance notice of a declared Event to Clerical Staff before commencing their first shift.
3. Shift assignments resulting in overtime opportunities for Clerical Staff will be offered in the following sequence:
 - a. Office Assistants, by seniority
 - b. Financial Assistants, by seniority
 - c. Administrative Assistants, by seniority
4. If the first Event shift coincides with their regular shift, the first eight (8) hours will be paid at the straight time rate. Clerical Staff who are assigned to Event shifts outside of their regularly scheduled shift will be compensated at the appropriate overtime rate for all hours worked for the first shift of the declared Event. If required,

additional shifts during the normal work week will be paid at the regular rate of pay for the first eight (8) hours, and at the appropriate overtime rate for the balance of the shift. Shifts worked on a holiday, or outside of the normal work week will be paid at the appropriate overtime rate.

5. When assigned, Clerical Staff are expected to work their entire shift up to twelve and a half (12½) hours. An employee is not obligated to work more than twelve and a half (12 ½) hours in a twenty-four (24) hour period so long as the employee has performed twelve and a half (12 ½) hours of work on an Event or a combination of an Event and their regular shift schedule in a twenty-four (24) hour period. Dependent on weather and operational considerations during Events, shifts may be canceled and/or end earlier than twelve and a half (12 ½) hours.
6. If Clerical Staff do not work a full forty (40) regular hour week due to working snow/ice events, the appropriate payroll code* will be used so that no pensionable time is lost during the workweek.

This LOA is effective as of the date of the last signatory listed below.

This LOA will expire with the execution of the successor agreement to the 2024-2026 Collective Bargaining Agreement between the Parties.

Original Signed By:

Elizabeth Pauli Date: 11/14/2024
For the City of Tacoma

Byron Allen Date: 11/13/2024
For IBEW Local 483

Ramiro Chavez Date: 11/13/2024
Director, Public Works

Dylan Carlson Date: 11/13/2024
Division Manager, Labor Relations

Approved as to form:

Cheryl Comer Date: 11/13/2024
Deputy City Attorney

*Payroll is currently developing a new time-entry code to ensure that when Clerical Staff work an Event, and their first shift is paid at the overtime rate, they do not lose pensionable time due to the loss of regular pay hours.