2023 - 2025

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

WATER POLLUTION CONTROL UNIT

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2023 – 2025

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2023-2025
AGREEMENT
By and Between

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

PREAMBLE

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and LOCAL #483, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, WATER POLLUTION CONTROL UNIT (hereinafter called the Union) the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive bargaining representative.

Employees covered by this Collective Bargaining Agreement are affected by various other documents, policies, procedures, and guidelines. The following list, while not exhaustive, is illustrative: Personnel Rules, Personnel Management Policies, Compensation Policies, Administrative Policies, Code of Ethics and the Joint Labor Committee Agreement. The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which it established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State law, the City Charter and City Ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law, City Charter, or City Ordinances are paramount and shall prevail.

ARTICLE 1 – TERM OF AGREEMENT

Section 1.1 - Term of Agreement: This agreement shall remain in full force and effect from January 1, 2023, up to and including December 31, 2025 (3 years), provided, however, that this Agreement shall be subject to such change or modification as may be

mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred twenty (120) days and in no event later than ninety (90) days, prior to the termination of this Agreement.

Section 1.2 Only those letters of understanding, if attached at the end of this Agreement or those signed during the term of this Agreement, shall be considered in force and subject to the provisions of the Agreement.

ARTICLE 2 – UNION RECOGNITION AND UNION DUES

Section 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees employed within the bargaining unit defined by the classification listed in Appendix A, which shall form a part of this Agreement.

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 secretary of 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 authorization. The cancellation will become effective no later than the second (2^{nd}) payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 2.5 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 2.6 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 2.7 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 2.8 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 2.9 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 2.10 The City shall pay up to 4 City employees their regular rate of pay for time spent in formal negotiations during their regularly scheduled work shift. In addition, the

parties may schedule the participation of additional employees at various stages of negotiations as the parties agree.

Section 2.11 The Union shall furnish the Human Resources with an up-to-date list of Union shop stewards and shall keep such list current. 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 grievance, subject to the following conditions:

A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The 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.

B. A shop steward shall be permitted to be present at investigatory meetings or meetings where formal disciplinary action will 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.

C. 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.

Section 2.12 Operating personnel shall perform all regular operational process duties and testing.

Section 2.13 A copy of this Agreement shall be posted in a conspicuous place at the main treatment plant. Space shall be provided on existing bulletin boards at all treatment plants for official Union bulletins and correspondence.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

to the City; (f) determine the methods, means and personnel by which such operations are to be conducted, and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances and personnel rules. This Article shall not be subject to the grievance procedure.

ARTICLE 4 – STRIKES & LOCKOUTS

Section 4.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City.

Section 4.2 It will not be considered a violation of Section 4.1 herein, above, if following a discussion with their Union Business Manager and City Division Manager, employees covered by this Agreement refuse to cross a picket line where it has been determined that physical health or safety may be jeopardized by doing so.

ARTICLE 5 – PRODUCTIVITY

The City agrees to make every effort possible consistent with workload, staffing requirements and efficient operation to assign employees to work within proper jurisdictional lines. Employees may 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 class description. This provision is not intended to work employees in higher classifications without receiving appropriate compensation. In making work assignments, including those requiring extra pay, the City shall consider seniority and other factors, including, but not limited to, required training and break-in time for a particular assignment. The Union agrees to work with Management and other unions regarding the developing of understandings in order to implement incidental work assignments between union jurisdictions.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

Section 6.1 Employees working for the City of Tacoma sometimes have issues that are not addressed in union contracts or City policies. Most of these issues are handled on a one-on-one basis between supervisor and employee; however, some issues cannot be

resolved in this way. To address these un-resolved issues, a Labor/Management Committee is established to examine the issues and give guidance.

Section 6.2 – Purpose: This committee is formed in a relationship of mutual respect, open communication, responsible issue resolution, and to discuss items of mutual concern. The Labor/Management Committee shall be advisory in nature.

Section 6.3 – Make-up: The committee shall be composed of six (6) members, three (3) labor and three (3) management. Because of the makeup of the bargaining unit, three (3) representatives of labor shall serve on the committee. One (1) representative from operations, one (1) from the maintenance group and one (1) representative from Solid Waste. 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. Each party shall notify the other party of change in representatives. The committee may appoint a sub-committee to handle issues coming out of Step 3 of the Grievance Procedure.

Section 6.4 – Meeting Dates: Committee may meet on dates determined by the committee on an as needed basis, but shall meet biannually at a minimum.

Section 6.5 – Procedure: Committee Chair shall alternate between Labor and Management with Labor chairing the first and third quarterly meeting and Management chairing the second and fourth quarterly meeting. Meetings may be canceled by mutual consent. The Chair shall distribute the agenda one (1) week prior to the meeting. Items submitted by either party shall constitute the agenda.

The committee shall establish its own rules and procedures.

ARTICLE 7 – NON-DISCRIMINATION

Section 7.1 – Non-Discrimination: Pursuant to RCW 41.56 there shall be no discrimination against union members, 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 local, state or federal laws. Union and Management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 7.3 It is mutually agreed that there shall be no unlawful harassment.

Section 7.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act and the Washington Law against Discrimination, which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing,

either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

ARTICLE 8 – DISCIPLINE

Section 8.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of offense and prior record of discipline. Employees have the option of either using this Discipline Procedure and the Grievance Procedure as applicable or to submit issues to the Civil Service Board which shall be dealt with in accordance with the Board's Rules and Procedures.

Section 8.2 The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the City to discuss potential disciplinary action.

Section 8.3 If an employee wishes to have a disciplinary hearing, the employee must contact the individual identified in the Notice of Intent letter within five (5) working days of delivery of the Notice of Intent letter.

Section 8.4 If requested by the employee, the City shall hold a pre-disciplinary hearing. At this hearing, the employee will be given an opportunity to present their side of the issue. Oral warnings/reprimands, written warnings/reprimands, Notice of Performance Concerns (NPC's) or any other actions that do not result in the loss of regular wages are not subject to the pre-disciplinary hearing process.

Section 8.5 No later than five (5) working days prior to the pre-disciplinary hearing the City shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the City has in its possession.

Section 8.6 The City may place an employee on paid administrative leave, when appropriate, pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 8.7 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the City, as well as any files which were used as part of the disciplinary process.

Section 8.8 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and provided a copy. 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. However, letters of reprimand shall not be subject to the grievance procedure.

Section 8.9 A suspension of three (3) days or more, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 9 of this Agreement. Suspensions of two (2) days or less are not subject to Step 5 of the Grievance Procedure. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

Section 8.10 – Letter of Reprimand:

A. 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".

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

C. All letters of reprimand, notices of intent to suspend and/or discharge must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the City had notice of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All time frames can be extended upon mutual agreement by the parties, which shall not be unreasonably withheld.

Section 8.11 All Notices of Performance Concerns and Records of Conversation shall contain an expiration date of no greater than three (3) years from its writing if no further actions which led to its writing have occurred. An employee may request, through their Union Representative, to be provided status verification (expired or active) of all Notices of Performance Concerns and Records of Conversations in their file.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1 – Definitions:

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

Grievance: 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 their designee and to Labor Relations. The Union shall not be held responsible for a timeline violation if the City has changed its grievance routing procedure without notification to the Union.

Labor/Management Committee: A standing committee composed of equal representatives from the City and the Union

Section 9.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative, objective, manner. To this end, every effort will be made by both parties to resolve problems at the lowest level. Initially, the employee shall discuss the incident with the shop steward. Both parties will make every effort to identify the appropriate manager at each step of the grievance process. Further contacts shall follow this procedure:

Step 1 The employee and/or shop steward are encouraged to meet with the immediate supervisor (written communication not required). Such meeting shall take place as soon as possible, but in no case longer than thirty (30) calendar days of notification of the incident.

The immediate supervisor shall advise the shop steward of the proposed resolution within seven (7) calendar days of this meeting.

Step 2 If the incident cannot be resolved at the first step, it shall be reduced to writing specifying section or sections of the contract violated, relevant facts, and the proposed remedy and shall be presented to the appropriate manager, with copies to the Union and Human Resources Department within fourteen (14) calendar 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 fourteen (14) calendar days render a decision in writing to the employee and Union.

Step 3 If the employee is not satisfied with the response, then within fourteen (14) calendar days of receipt of the Division manager's answer, the grievance shall be forwarded to the Department Head. The Grievance shall be addressed at the next quarterly or mutually agreed to special called meeting of the Labor/Management Committee where a Grievance Subcommittee will be formed.

A subcommittee of the Labor/Management Committee (Grievance Subcommittee) shall be composed of three (3) voting members each from the department/division and from the Union. Of these, at least one (1) member

shall be from labor and one (1) member from management from the standing Labor/Management Committee. The Department Head or Division Head and the Union Business Manager shall make every effort to participate in the Grievance Subcommittee as non-voting members. The Grievance Subcommittee shall report their finding in writing to the Department Head and the Union Business Manager within fourteen (14) calendar days of the conclusion of the review.

The Department Head, upon personal receipt of the Grievance Subcommittee's recommendation will, within fourteen (14) calendar days render to the employee and the Union, their decision, and the reason for it in writing.

Step 3 grievances related to discipline as permitted in Article 8 will bypass the Labor/Management Grievance Subcommittee, and proceed directly to the Department Head for their response.

Step 4 If the employee is not satisfied with the response, then within fourteen (14) calendar days of receipt of the Department Head's answer, the employee (or designated representative) will forward the grievance to the Human Resources Director for possible resolution.

The Human Resources Director or their designee (after consultation with the Union Business Manager) shall submit their answer in writing within fourteen (14) calendar days after personal receipt of the grievance.

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 twenty-one (21) 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 including attorney’s fees, 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 9.3 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 10 – UPGRADES & RELIEF

Section 10.1 Upgrades of the Wastewater Treatment Plant Operator to Senior Operator will be made at the discretion of Management. Management may upgrade an Operator to a Senior Operator depending on the needs and regulatory requirements of the plant. Some Senior Operator positions need to be filled at all times due to complexity. These positions are the Plant 3 Senior Operator, Plant 1 shift Senior Operator and regularly scheduled shifts for Lab Senior Operators. If an Operator is upgraded to Senior, then they shall be compensated as a Senior whether they are an Operator in charge or not. If an Operator is designated as the Operator in charge, they shall be upgraded to Senior Operator for the time designated as the Operator in charge. Such upgrades shall be only Group III or higher Operators with the exception of Plant 3 which may be a Group II. The Plant 1 Shift Senior Operator may be filled with an upgraded Operator, Shift Senior Operator or a Relief Senior Operator. No employee may be upgraded during normal business hours without the knowledge and approval of Management. Upgrades outside of normal business hours must be reported to the appropriate manager by the next business day.

If no relief Senior Operator is available, temporary upgrades of operators shall be by ranking on the appropriate Civil Service list by work group as defined on the Senior Operator Bid Sheet. If there is no active Civil Service list, then upgrades shall be by seniority within the work group. If an upgrade is necessary to cover more than one (1) section or work group, then the most senior employee in any of the affected work groups will be upgraded. The City need not upgrade an employee who is assigned to another section, division or department.

Section 10.2 When operating personnel work more than the scheduled workday, they shall receive the overtime rate of pay for all such extra hours. Operating personnel shall not work over sixteen (16) consecutive hours without the approval of the supervisor.

Section 10.3 For Wastewater Treatment Plant Electrician/Instrumentation Technicians upgrades to Lead will be made at the discretion of the Maintenance Manager.

Section 10.4 A Step 3 Operator in Training (OIT) may be upgraded to Operator if no other Operators are available. In the event that the upgrade would result in the OIT working overtime, then all operators shall be contacted first pursuant to Addendum B.

Section 10.5 – Biosolids Coordinator: Temporary upgrades shall be offered to the senior most Biosolids Coordinator if the Biosolids Supervisor is absent for one entire shift and any hours thereafter. The upgraded employee shall be compensated at the Supervisor's rate of pay until the end of the Supervisor's shift.

Section 10.6 – Seniority: For the specific purpose of upgrades in this Article, an employee's seniority will be defined as the length of service in a classification.

ARTICLE 11 – SUBCONTRACTING

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the working force which specifically includes the right to determine whether and to what extent any work shall be performed by employees. The management of the City's operations and the direction of the work force, including, but not limited to, the contracting or subcontracting of work performed by the City shall be retained by the City. Sixty (60) days prior to implementing contracting/subcontracting out of bargaining unit work, the City will notify the Union in writing. Upon written request by the Union, the City will bargain the impacts of such contracting/subcontracting out of bargaining unit work pursuant to the requirements of RCW 41.56. No permanent covered employees shall be laid off, or in a laid off status, while contractors are performing work that is covered by classifications within the Collective Bargaining Agreement, excluding capital work pursuant to RCW 35.22.620.

ARTICLE 12 – SAFETY STANDARDS

Section 12.1 The City, Union and employees share a joint commitment to ensure that safety concerns are identified and mitigated before work is performed, and all work is done in a safe, competent and professional manner.

The City and Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be complied with within a reasonable length of time or the time designated by any applicable state or national safety standards. The City and the Union further agree that employees shall use safety equipment as provided and as required by applicable safety standards, and the parties agree to cooperatively attain that end.

Section 12.2 – Footwear Allowance:

A. All employees permanent, project or temporary shall be eligible for a three hundred dollar ($300.00) annual allowance for the purchase of approved substantial safety footwear for use on the job. Employees shall wear safety footwear at all times while on duty. Descriptions of approved footwear are available from the supervisor or safety officer. These allowances shall be paid in the first pay period of each year.

Section 12.3 – Prescription Safety Glasses: All employees permanent, project or temporary shall be eligible for reimbursement for the purchase of prescription safety glasses, consistent with the provisions, amount and limitations of the Division procedure.

Section 12.4 – Clean up Time: Employees shall be allowed up to a paid ten (10) minute clean up time prior to their unpaid or paid lunch break and approximately fifteen (15) minutes of paid clean up time prior to the end of shift. This time shall be for clean up only.

ARTICLE 13 – HOURS OF WORK & SCHEDULING

Section 13.1 – Full-time Wastewater Treatment Plant Electrician/ Instrumentation Technicians: The regular workweek shall consist of forty (40) hours of work within the workweek, 7:00 a.m. to 3:30 p.m. scheduled on five (5) consecutive workdays within a work week inclusive of two (2) fifteen (15) minute rest periods daily and one (1) thirty (30) minute duty free unpaid lunch period daily. In the event mutual agreement cannot be reached per Sect. 13.4 and management needs to change schedules or shifts of Wastewater Treatment Plant Electrician/Instrument Technicians the Union agrees to meet to negotiate requested changes.

Section 13.2 – Biosolids Coordinator: The regular workweek shall consist of five (5) consecutive eight (8) hour days, Monday thru Friday, totaling forty (40) hours of work within the workweek, scheduled between the hours of 7:00 a.m. and 5:00 p.m. inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period.

Section 13.3 – Operational Personnel: Shifts for Operations personnel shall consist of a 12 hour work shift, inclusive of two (2) fifteen (15) minute rest periods and two (2) thirty (30) minute meal periods as outlined below. All non-shift Operators and Senior Operators shall take an unpaid lunch period of thirty (30) minutes at approximately mid shift.

Treatment Plant 1 – Wastewater Treatment Plant Operators

Shifts for the Senior Operators and Operators with short days will have their short days assigned by mutual agreement. If this cannot be accomplished due to legitimate operational needs management will work with the union to find the best alternative. The following represents the standard shifts.

A - Shift: Monday through Sunday - 7:00 AM to 7:00 PM with one (1) 8-hour day, for a total of eighty (80) hours in one (1) pay period.

B - Shift: Monday through Monday 7:00 PM to 7:00 AM with one (1) 8-hour day, for a total of eighty (80) hours in one (1) pay period.

Scheduled Relief: Monday and Tuesday - 6:50 AM to 3:20 PM
Wednesday & Thursday - 11:00 AM to 11:00 PM, for a total of forty (40) hours per week.

The remaining Plant 1 Operators not working relief, covering sick leave or vacation shall work, Monday through Friday 6:50 AM to 3:20 PM for a total of forty (40) hours per week.

Treatment Plant 1 – Wastewater Treatment Senior Operators

A - Shift: Friday through Thursday - 7:00 AM to 7:00 PM with one (1) 8-hour day, for a total of eighty (80) hours in one (1) pay period.

B - Shift: Thursday through Thursday - 7:00 PM to 7:00 AM with one (1) 8-hour day, for a total of eighty (80) hours in one (1) pay period.

Scheduled Relief: Monday - 6:50 AM to 3:20 PM, Tuesday - 3:00PM to 11:00 PM Wednesday, Thursday & Friday - 6:50 AM to 3:20 PM for a total of forty (40) hours per week.

The remaining Plant 1 Senior Operators not working relief, covering sick leave or vacation shall work, Monday through Friday 6:50 AM to 3:20 PM for a total of forty (40) hours per week.

Treatment Plant 3 – Wastewater Treatment Plant Operators

A - Shift: Monday through Sunday - 7:00 AM to 7:00 PM with one (1) 8-hour day, for a total of eighty (80) hours in one (1) pay period.

Treatment Plant 3 – Wastewater Treatment Plant Senior Operators

Day Shift: Monday through Friday - 6:00 AM to 2:30 PM for a total of forty (40) hours per week.

Section 13.4 Any deviation from these hours specified in Sections 13.1, 13.2 and 13.3 will be by mutual agreement between Union members in the bargaining unit and their supervisor on an individual basis.

Section 13.5 – Relief Personnel:

A. Relief personnel shall receive twenty-four (24) hours prior notice of a shift change or be compensated at the overtime rate of pay for the full shift worked due to such change without prior notice. Relief personnel's normal workdays shall be Monday through Friday, day shifts, except when relieving shift personnel, they may assume the work schedule of the employee being relieved. To maintain a forty (40) hour work week when performing relief duties, days off or hours of work may be changed as mutually agreed to by the relief personnel and management. Operating personnel's annually

assigned days off work shall be scheduled so as to provide employees with consecutive days off, per work week.

B. Employees scheduled to work on a holiday shall be paid at the applicable overtime rate of pay of time and one-half. Employees working overtime on the actual hours of Thanksgiving Day or December 25th shall be compensated at two (2) times the regular rate, in addition to receiving holiday pay if the day is also a City recognized holiday.

Section 13.6 – Overtime:

A. Employees required to perform work outside the regularly scheduled shifts shall be compensated at one and one-half (1 1/2) times the straight time hourly rate Monday through Saturday, for the first sixteen (16) overtime hours worked in the pay period (not including hours worked on Sunday); two (2) times the straight time hourly rate for all overtime hours worked in excess of the first sixteen (16) hours of each pay period and two (2) times the straight time hourly rate for all work performed on Sundays. Shift and Relief workers working overtime on Sundays shall be paid at the double time rate of pay. Shift and Relief workers scheduled on a Sunday shall receive the straight time rate of pay, unless the Sunday is a holiday in which case time and one half will be paid. An employee working the actual hours of Thanksgiving Day or December 25th shall be compensated at two (2) times the regular rate, in addition to receiving holiday pay if the day is also a City recognized holiday.

   In the event no volunteers are available for overtime work, management reserves the right to assign qualified employees in inverse order of seniority.

B. Operational Personnel – Assignment of overtime opportunities shall be distributed on an equitable basis, as much as possible, among members of this bargaining unit desiring overtime work. The procedures for overtime for Treatment Plant Operators and Senior Operators are outlined in Addendum B.

C. Biosolids Coordinator overtime shall be by seniority in classification.

D. Maintenance, Biosolids and Solid Waste Personnel – Overtime for employees in the classifications of, Wastewater Treatment Plant Electrician/Instrumentation Technician, Landfill Gas System Operator, Environmental System Technician and Biosolids Coordinator shall be as follows:

Scheduled Overtime

1. Overtime shall be considered scheduled if an employee receives notice prior to the end of the employee's regular shift on their last regular workday prior to the day for which the overtime work is scheduled.

2. Employees assigned to a specific task shall be given first choice when scheduling overtime to complete that specific task.

3. Employees requesting placement on the scheduled overtime list shall notify their supervisor in writing. The initial list rotation will be based on seniority, within classification by shop or reporting area, and rotate in that order. If specific skills are required for an overtime assignment, management has the right to make assignments based on need and/or expertise. This language in item #3 shall not apply to the Biosolids Coordinators.

4. If an employee is unavailable or refuses the overtime, their name will be moved to the bottom of the list.

Unscheduled Overtime

When working on an assigned job that runs into overtime, the employee(s) working on that task will be given first choice to complete the task during overtime. If the overtime assignment does not require the same number of employees, management may select the employee whose skill and experience is the best fit for the prompt completion of the task.

E. Compensatory Time – All work performed in excess of the employee's normal number of hours per day or forty (40) hours per week shall be compensated at the applicable overtime rate. At the employee's request and with supervisory approval, overtime may be converted to equivalent compensatory time or a combination of overtime pay and compensatory time, up to a maximum balance of two hundred forty (240) hours. All compensatory time off shall be scheduled so as to meet the operating requirements of the City, and, as far as practicable, the preference of the employee. Supervisory approval is required for compensatory time accrual of more than four (4) hours per pay period. All compensatory time shall be utilized in the year in which it was earned. Employees shall have the option of converting their compensatory time to cash, use as time off (with supervisory approval), or contributed to their deferred compensation plan in accordance with the rules and guidelines of said plan. All use of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it was earned.

Section 13.7

A. Call Back – All call backs shall be paid as provided in Section 1.12.080 of the Tacoma Municipal Code. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that travel time, computed at the rate of thirty (30) minutes at the appropriate overtime rate of the employee's regular salary (consistent with Section 13.6.A – Overtime), shall be paid each way to and from work unless the call back immediately precedes the regularly scheduled shift, in which case the employee will only be paid one way. If such travel time is paid, the combined total of one (1) hour used to compute that travel time shall count toward fulfilling the two (2) hour guarantee set forth above. If an employee is called back for an upgraded classification, then the employee's travel time will be compensated at the upgraded rate of pay. Nothing in this article shall be interpreted to require employees to stay the full two (2) hours. Employees will be expected to remain on site for thirty (30) minutes to ensure the restart of a flare has been achieved. This will ensure flare stability.

B. Fatigue Time – Employees who have worked overtime that ends less than eight (8) hours prior to the start of their regular shift shall be allowed to use accrued compensatory time, sick leave, vacation or PTO leave for a maximum of an eight (8) hour rest break, if desired, before returning to their regular shift.

Note: The City and the Union have agreed to alternative Fatigue Time language that will supersede the language above during a trial period described in a Letter of Agreement, and will be communicated to employees before ratification, and become active after this CBA becomes effective.

Section 13.8 – Standby:

A. All employees assigned to standby shall be compensated at the standby rate prescribed in the Tacoma Joint Labor Agreement or three (3) dollars per hours of assignment, whichever is greater. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a pager or be available by phone.

B. Automation team overtime and standby will be assigned to the Automation team.

Section 13.9 Assignment for standby time will be determined by a qualified volunteer rotational system. Whether an employee is qualified shall be determined at the discretion of the City, but shall be based upon consistent criteria. In the event no qualified volunteers are available, management reserves the right to assign qualified employees in a reverse order of seniority. All employees on standby assignment must

have passed their probationary period, remain fit for duty and must respond to the call within fifteen (15) minutes. Employees on stand-by must arrive at the normal reporting facility in no more than sixty (60) minutes of the initial call.

Section 13.10 The Department will make available a take home vehicle for the employee who is on standby. Employees have the option of using the available City vehicle or using their personal vehicle.

A. If an employee uses the City vehicle they must abide by the department's rules on use of City vehicles.

B. If an employee uses their personal vehicle they shall be eligible for mileage from their home to the work site if they respond to a call out.

Section 13.11 – Temporary Shift Changes: Shifts may be changed temporarily by mutual agreement so that employees can attend training classes and/or conferences. However, should management require a shift be changed temporarily so that an employee attend mandatory training classes and/or conferences, as much advance notice as possible will be given for the temporary shift change, but at least five (5) days advance notice (prior to start of temporary shift) will be given. If an employee is not at work so that Management can provide advance notice, the notice requirement will be met only if direct contact (not message) is made with the effected employee.

Section 13.12 Following ratification of this Agreement, the parties agree to participate in regular Labor/Management Committee meetings to: address the need for continued training.

Section 13.13 – Seniority: For the specific purpose of this Article, an employee's seniority will be defined as the length of service in a classification.

ARTICLE 14 – WORK RULES – ENVIRONMENTAL SERVICES

Section 14.1.A – Training: Operating personnel shall be provided with in-plant training that is CEU accredited (ABC Certification System) to aid employees in retaining State Certification required by the City. The City shall pay the full cost of tuition for CEU training for the three (3) year, three (3) CEU requirement when the course has been approved in advance by management. CEU training during an operator's regularly scheduled shift shall be considered hours worked.

For non-operations personnel, training needs related to maintaining and enhancing skills will be reviewed and updated periodically to meet employee development needs. Although the ELO–1 license is not a requirement for the Wastewater Treatment Plant (WWTP) Electrician/Instrumentation (50960) classification, the City will reimburse employees in this classification for the cost of license recertification every three (3) years. The City will pay the full cost of tuition for any required CEU training when the

course has been approved in advance by management. The City will provide a timely response to all training requests.

Section 14.1.B – Higher Certification Incentive: The City shall pay the testing fee for employees who take and pass the Group 2, 3, and 4 certifications. Any Treatment Plant Operator or Senior Treatment Plant Operator who receives the following certification shall receive certification pay as follows:

Wastewater Treatment Plant Operator 2	2%
Wastewater Treatment Plant Operator 3	6%
Wastewater Treatment Plant Operator 4	7%

Section 14.1.C – Higher Certification Incentive: The City shall pay the testing fee for employees who take and complete the Master Gardener Certification and the Washington Organic Recycling Compost Certification, which are required certifications. Effective January 1, 2024, employees who do not have those Certifications at the time of hire, or promotion, must have them completed prior to advancing to Step 5.

Section 14.2 The City will reimburse employees for one Water Pollution Control Plant Operator Certification renewal fee per year.

Section 14.3 – Meal Allowance:

A. An employee working non-scheduled overtime of at least a cumulative of two (2) hours before or beyond their regularly assigned shift and then 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), whichever is greater. The meal allowance shall be entered and claimed on the timecard only.

B. Employees will not be eligible for meal allowance when working scheduled overtime unless the number of hours worked exceeds the number of hours regularly assigned for that classification.

C. When an employee is called to perform unscheduled emergency overtime work, the employee shall receive a meal allowance as prescribed in the Tacoma Joint Labor Agreement, or eighteen dollars ($18.00), whichever is greater, after the first four (4) hours and in four (4) hour intervals thereafter.

D. Employees who are upgraded to a position having a longer standard number of hours worked, shall be eligible for a meal allowance when scheduled to work more than the standard number of hours for the upgraded classification.

Section 14.4 Operating personnel shall receive reasonable advance notice of expected changes affecting job duties and responsibilities, or State Operator Certifications required by the City.

Section 14.5 – Biosolids Coordinator Clothing: Employees in this classification will be provided seven (7) Tagro shirts per year. Laundry services will not be provided. Upon agreement between the City and the employee, other logo wear may be substituted for Tagro shirts.

Section 14.6 – Automation Team: This position has been moved into the Electrician/Instrumentation section. This position will be filled, utilizing seniority, by an Electrician/Instrumentation Technician. In the event that any employee is not selected to this position in proper line of seniority, the Employer shall, upon written request of the Union through its proper representative, submit in writing to the Union the reasons for the choice.

The fourth (4^{th}) position in the Automation team shall be filled on a rotating basis by seniority to all interested members of the Electrician/Instrumentation Tech classification.

Section 14.7 – Seniority: For the specific purpose of this Article, an employee's seniority will be defined as the length of service in a classification.

ARTICLE 15 – WORK RULES – SOLID WASTE

Section 15.1 All provisions of this contract shall apply except when in conflict with the provisions of this Article or except where specifically excluded.

Section 15.2 The following sections of the contract will not apply to Solid Waste Employees: Article 10, Article 13.1, 13.2, 13.3 and 13.4, Article 14.1A, 14.1B, 14.2 and 14.4, Appendix A and Addendum A and B.

Section 15.3 – Normal Workday: For the purposes of this section, the normal workday shall be considered to start at 12:00 midnight, and the standard work shift shall mean regular straight-time shifts consisting of eight (8) hours.

Section 15.4 – Standard Hours: Standard hours of work for employees assigned primarily to Hazardous Waste-related responsibilities shall be either 8:00 a.m. to 4:30 p.m. or 9:30 a.m. to 6:00 p.m., both allowing thirty (30) minutes for an unpaid lunch. If needed, to provide coverage for the Household Hazardous Waste (HHW) Facility, shifts shall be bid by seniority. Standard hours of work for employees assigned primarily to Methane-related responsibilities shall be between 7:00 a.m. and 4:00 p.m., allowing one-half (1/2) hours unpaid lunch.

With prior approval of the supervisor, employees may combine their two (2) fifteen (15) minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The Union recognizes that the City may need to

restrict or modify this practice based upon operational needs or if this practice results in operational inefficiency. If the City determines a need to restrict or modify this practice, then they shall notify the Union and agree to meet to discuss any proposed changes.

Section 15.5 – Non-standard Flexible Work Hours:

A. In an effort to accommodate the specific needs of the employee and the City, the employee and the supervisor may adjust the standard work hours upon mutual agreement. Non-standard shifts shall be scheduled between 6:00 a.m. and 6:00 p.m., Monday through Friday, or other time frames requested by the employee and approved by their supervisor, in order to facilitate schedules such as nine/eighties (9/80's), four/tens (4/10's), and shifted eight-hour days within these time frames. Non-standard Household Hazardous Waste employee shifts may also be rotated or scheduled on Saturday and Sunday for weekend coverage.

B. Non-standard hours shall be scheduled upon voluntary request of the employee and approval of the supervisor. The City will provide a record of all non-standard hour work schedules for review by the Union if requested. Once a non-standard shift assignment is made seniority cannot be used to "bump" an existing person from the assigned work hours. Involuntary assignment will not be made to accommodate non-standard shifts. Flexible work hours may be terminated at the effective start date of a pay period, unilaterally by either the employee or the supervisor with a written ten (10) day notice, or at any time by mutual agreement between the employee and the supervisor.

C. Employees reporting to work prior to their regular shift, unless requested to by the employee and agreed to by their supervisor, shall be compensated according to overtime provisions outlined elsewhere in the agreement. Where coverage is needed to cover the hours of operation, the City will incur and pay all applicable costs (overtime, call-out, meals, etc.) due to assignments of individuals working normal or non-standard work hours.

D. Vacation, sick leave, jury duty and military leave are to be taken on an hourly basis as appropriate for the established shifts. Holidays, floating holidays and incentive days shall be taken as eight (8) hours of holiday pay, plus additional hours as appropriate for the non-standard shift assigned to balance the forty-hour work week.

Section 15.6 – Scheduling Exceptions: Environmental Systems Technicians who perform work more exclusive to hazardous waste, verses technicians that perform mainly methane functions, shall be assigned, within their own peer group, to provide staff coverage on Saturday and Sunday for the HHW between the hours of 6:30 a.m. and 6:00 p.m. Any hours required in excess of their regularly scheduled work hours shall be paid at the applicable overtime rate.

Section 15.7 – Seniority: For the specific purpose of this Article, an employee's seniority will be defined as the length of service in a classification.

ARTICLE 16 – 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.

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 16.1 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code.

Section 16.2 Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 16.3 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 16.4 – Holidays:

A. Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement.

B. B Shift Operators and Senior Operators shall be allowed to utilize their two (2) floating holidays over one (1) work shift.

C. As an exception to A above, for WWTP Operators and WWTP Operator, Seniors, working 12-hour operational shifts as described in Article 13.0 of this Agreement, and scheduled to work any of the following five (5) holidays, the holiday premium pay will be paid for the following dates and not the City recognized holiday:

New Year's Day – January 1st of each year
Juneteenth – June 19th of each year
Independence Day – July 4th of each year

Veteran's Day – November 11th of each year
Christmas Day – December 25th of each year

Section 16.5 Medical, Dental and Life insurance, and long-term disability shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 16.6 A day off under Sections 13.1, 13.2, 13.3 and 13.4 shall be charged the full number of hours missed from the scheduled work hours. Holidays are paid at eight (8) hours and may require that vacation accruals be used to ensure appropriate payroll record keeping.

Section 16.7 – Personal Time Off: Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees may enroll in the program on a strictly voluntary basis during the City's PTO open enrollment period.

ARTICLE 17 – WAGE SCALES

Section 17.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code.

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

Section 17.3 Application of Additional Rates:

A. HHW Operations Lead (CSC 0629) – An Environmental Systems Technician who has three (3) years work experience in the Household Hazardous Waste Facility and who has forty (40) hours of HAZWOPER and eight (8) hours of DOT HAZMAT training assigned in writing and authorized by management to assign tasks and schedule and dispatch workers, oversee the operations on a day-to-day basis, coordinate contractor and waste shipments, assist with supply ordering, contracting and billing, maintaining facility files and standard operating procedures, provide training and assist with projects in addition to normal Hazardous Waste Technician duties shall receive an applied rate of ten (10) percent.

B. Up to three (3) employees in the classification of WWTP Electrical/Instrumentation Technician (50960) shall receive an additional two (2) percent application of rate for maintaining a valid Crane Operator's certification. WWTP Electrician/Instrumentation Technicians as of the ratification of this contract who are receiving the certification premium of two (2) percent above their base rate of pay for holding a Crane Operators

Certification, shall continue to receive this premium as long as they maintain their certification. This premium is not available to any other current and/or future employees. The City shall continue to provide and pay for re-certification of Crane Operator Certification for those that currently have them.

C. Shift Compensation – Employees working any straight time hours during the "B" shift shall receive an additional five (5) percent added to their rate of pay for all such hours worked consistent with the Fair Labor Standards Act. (FLSA).

D. Electrician/Instrumentation Technician, Lead – The senior most Electrician/Instrumentation Technician, with a minimum of three (3) years of employment in the Operations and Maintenance Division, shall be designated as a Lead and shall receive an additional five (5) percent added to their rate of pay for all hours worked. The assignment will; oversee and plan preventative and corrective maintenance; schedule assigned subordinates; order supplies and materials; create Work orders and Notifications; assist in the preparation of EDPR's and prepare/maintain paper and electronic records/reports.

In the event that any employee is not selected for this position in proper line of seniority, the City shall, upon written request of the Union through its proper representative, submit in writing to the Union the reasons for the choice.

Section 17.4 – Seniority: For the specific purpose of this Article, an employee's seniority will be defined as the length of service in a classification.

ARTICLE 18 – EMPLOYEE JOB SECURITY

If the City determines that it would be in its best interest to cease providing any or all of the public utility services performed by employees through contract for services, sell or otherwise dispose of the utility to another utility provider, then the City shall give the Union sixty (60) days notice prior to the change and shall negotiate in good faith with the Union regarding the effects of the decision. This clause in no way restricts Management Rights in Article 3.

ARTICLE 19 – JOINT APPRENTICESHIP TRAINING PROGRAM

It is agreed that a State approved Joint Apprenticeship Training Program for the Wastewater Treatment Plant will be beneficial to the union and management, specifically for purposes of consistent training and performance measurements, long term succession planning and fostering pride that will accompany "growing our own". To that end, a team comprised of at least four (4), but no more than eight (8) total

members, shall be equally designated. The Labor team and the Management team will agree on a number and select their own representatives for the purpose of developing, implementing and providing oversight for a State approved JATC program.

The City and the Union shall form a Labor/Management committee for the purpose of reviewing the training programs for the Electrician/Instrumentation Technicians. The Committee shall meet as needed and report forward their findings and recommendations.

ARTICLE 20 – SAVING CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

EXECUTED IN TACOMA, WASHINGTON, THIS 30th DAY OF April 2024.

City of Tacoma
A Municipal Organization

DocuSigned by:
Hyun Kim 04/30/2024
1583AE7014C8487...
City Manager (Acting)

DocuSigned by:
04/18/2024
78F2BEC71BA24FD...
Labor Relations Division Manager

DocuSigned by:
Andy Cherullo 04/22/2024
1FAFA3DA59164E0...
Finance Director

Approved as to Form:

DocuSigned by:
Chris Bacha 04/18/2024
115CE15455AD40B...
City Attorney

Local 483, IBEW, Water Pollution Control Unit

04/15/24
Business Manager

Attest:

DocuSigned by:

04/30/2024

31BC93AB5FF944B...

City Clerk

APPENDIX A – WAGES

LOCAL 483, IBEW

WATER POLLUTION CONTROL UNIT

2023 Wage Rates

Code	A	Job Title	1	2	3	4	5
51000		Biosolids Coordinator	38.78	40.72	42.76	44.90	47.15
06290		Environmental Systems Technician	32.72	34.36	36.08	37.88	39.77
0629A		Environmental Systems Technician +10%	35.99	37.80	39.69	41.67	43.75
50360		Landfill Gas Systems Operator	37.61	39.49	41.46	43.53	45.71
50960		WWTP Electrician/Instrumentation Technician	40.54	42.57	44.70	46.93	49.28
51010		WWTP Operator	36.49	38.31	40.23	42.24	
5101B		WWTP Operator +5% B Shift	38.31	40.23	42.24	44.35	
51030		WWTP Operator, Senior	44.48	46.70			
5103B		WWTP Operator, Senior +5% B Shift	46.70	49.04			
50940		WWTP Operator-in-Training	31.02	32.84	34.67		
5094B		WWTP Operator-in-Training +5% B Shift	32.57	34.48	36.40		

General Wage Increases

Effective January 1, 2023, all classifications shall receive an across the board general wage increase of two point five (2.5) percent. This increase is reflected in the wage table above. This increase shall apply retroactively to all employees employed on or after January 1, 2023.

Effective January 1, 2024, all classifications shall receive an across the board general wage increase of two point seven five (2.75) percent.

Effective January 1, 2025, all classification shall receive an across the board general wage increase of two point seven-five (2.75) percent.

Market-Based Wage Increases

Market-Based Increases 2023-2025			
Classification	**January 1, 2023**	**January 1, 2024**	**January 1, 2025**
Environmental Systems Tech	1.75%	2.50%	2.50%
Landfill Gas Systems Operator	1.75%	2.50%	2.50%
WWTP Electrician/Instrumentation Tech	3.00%	5.00%	2.75%
WWTP Operator	3.50%	4.00%	3.00%
WWTP Operator, Senior	4.00%	4.50%	2.50%

Biosolids Coordinator:

- Currently, the Master Gardener Certification and Organic Recycling Compost Certification described in Section 14.1.C (together "the Certifications") are voluntary certifications for employees in the Biosolids Coordinator classification. Successful achievement of each certification is recognized by an additional two point five (2.5) percent in certification pay. The two (2) current Biosolids Coordinators (the "Incumbents"), hired before Tacoma City Council approval have each achieved both Certifications, and receive additional certification pay totaling five (5) percent.

  Effective January 1, 2024, the Certifications will become required qualifications for future employees hired, or promoted, into the Biosolids Coordinator classification. In addition, the additional pay for the Certifications (a total of five (5) percent) will be added to the base pay for the Biosolids Coordinator, and additional pay for the Certifications will no longer be available to Incumbent or future Biosolids Coordinators.

- Incumbent Biosolids Coordinators will maintain their Certifications, and be grandfathered at the higher rate of pay once adjusted, and additional pay for the Certifications will no longer be available.

- The existing Biosolids Coordinator Classification Specification will be modified to include the Certifications as required. If employees do not have the Certifications at their date of hire, or promotion, they must have them completed prior to advancing to Step 5.

- In acknowledgement of; 1) making the Certifications required; 2) incorporating certification pay from the Certifications into the Biosolids Coordinator's base rate of pay; and 3), eliminating additional certification pay described in Section 14.1.C; the City will provide additional increases to the Biosolids Coordinator rate of pay as described below.

Additional Increases 2023-2025			
Classification	**January 1, 2023**	**January 1, 2024**	**January 1. 2025**
Biosolids Coordinator	1.75%	2.50%	2.50%

- The compensation changes for Incumbent Biosolids Coordinators are summarized below:

Biosolids Coordinator 2023-2025 Compensation Change Summary			
	January 1, 2023	**January 1, 2024**	**January 1, 2025**
General Wage Increase	2.5%	2.75%	2.75%
Additional Increase	1.75%	2.50%	2.50%
Certifications (5.0%)	Active – Paid	Eliminated	Eliminated
Base Pay Increase (5.0%)	None	One-time 5.0% Increase	None

2024 Wage Rates

Code	A	Job Title	1	2	3	4	5
51000		Biosolids Coordinator	42.88	45.03	47.29	49.65	52.14
06290		Environmental Systems Technician	34.46	36.19	38.00	39.89	41.89
0629A		Environmental Systems Technician +10%	37.91	39.81	41.80	43.88	46.08
50360		Landfill Gas Systems Operator	39.61	41.59	43.67	45.85	48.14
50960		WWTP Electrician/Instrumentation Technician	43.74	45.93	48.23	50.63	53.17
51010		WWTP Operator	38.99	40.94	42.99	45.14	
5101B		WWTP Operator +5% B Shift	40.94	42.99	45.14	47.40	
51030		WWTP Operator, Senior	47.76	50.14			
5103B		WWTP Operator, Senior +5% B Shift	50.15	52.65			
50940		WWTP Operator-in-Training	33.14	35.09	37.04		
5094B		WWTP Operator-in-Training +5% B Shift	34.80	36.84	38.89		

2025 Wage Rates

Code	A	Job Title	1	2	3	4	5
51000		Biosolids Coordinator	45.16	47.43	49.81	52.29	54.91
06290		Environmental Systems Technician	36.29	38.11	40.02	42.01	44.12
0629A		Environmental Systems Technician +10%	39.92	41.92	44.02	46.21	48.53
50360		Landfill Gas Systems Operator	41.72	43.80	45.99	48.29	50.70
50960		WWTP Electrician/Instrumentation Technician	46.18	48.49	50.92	53.45	56.13
51010		WWTP Operator	41.26	43.33	45.50	47.77	
5101B		WWTP Operator +5% B Shift	43.32	45.50	47.78	50.16	
51030		WWTP Operator, Senior	50.30	52.81			
5103B		WWTP Operator, Senior +5% B Shift	52.82	55.45			
50940		WWTP Operator-in-Training	35.07	37.13	39.20		
5094B		WWTP Operator-in-Training +5% B Shift	36.82	38.99	41.16		

All the above classifications shall receive longevity pay consisting of

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

Employees covered by this contract shall receive the same fringe benefit package for the term of this contract as that received by the Joint Labor Committee.

APPENDIX B

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 2023-2024:

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 <u>Wellness</u>

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 OF ADDENDUMS AND LETTERS OF UNDERSTANDING/AGREEMENT

ADDENDUMS

No.	Description	Date
Addendum A	Job Bidding	
Addendum B	Operations Overtime Procedure	

Index of Letters of Understanding / Letters of Agreement

No.	Description	Date
1.	Vacation Scheduling	10/29/2004
2.	WWTP Electrician/Instrumentation Technician	7/20/2010
3.	Waste Water Treatment Plant Operator Internship Program	12/22/2010
4.	Waste Water Operator in Training	Revised
5.	“B” Shift Differential Overtime Clarification	1/7/2021

ADDENDUM A – JOB BIDDING

LOCAL 483, IBEW

WATER POLLUTION CONTROL UNIT

Sr. Operator, Operator Position Seniority Bidding Procedure

This Addendum shall give employees, by seniority, a chance to work at the plant and shift they prefer and will enable management to operate the plants efficiently with as little disruption as possible. This Addendum is intended to bid for positions and not for tasks or job assignments within positions.

Management has the right to add or delete positions within this Addendum due to changes in the plant system or staff levels so as to properly manage the Section.

1. A seniority list will be maintained for the Senior Operator and Operator.

2. The seniority list will be maintained on the basis of hire date while in a permanent appointment within a classification, less any time off work in a non-paid status. Time off non-paid status for voluntary Leave Without will not be included as a deduction to determine seniority. All bidding will be awarded by seniority in the appropriate classifications.

3. Bidding on the positions will be in order of the most senior person first on a yearly basis unless so noted below.

4. Permanent vacancies in a position will be offered to the next senior person on the bid sheet who bid for that position. This shall mean that any person who placed an annual bid for any mid-year permanent vacancy, regardless of the bid preference, shall have the opportunity to bid into the permanent vacancy based on seniority alone. If no one who bid for that position wants the open position, then the least senior person will be assigned the vacant position. A position open for two (2) months or longer, whether temporary or permanent, shall be filled utilizing this process.

   The following procedure shall be followed:

   Within 10 days of a permanent vacancy in a position, the City shall post the position for bidding.

   Bidding on the position shall be open to any employee who placed an annual bid for the position, regardless of bid preference.

   A bid sheet shall be posted in an area accessible to all employees and an announcement of the bid provided to all employees who qualify to bid.

Employees qualifying to bid will have a 14 day window within which to reflect their bid on the bid sheet or in an e-mail to their supervisor.

At the close of the 14 days, the City will award the position to the most senior employee bidding on the permanent vacancy and will place the successful bidder into the permanent vacancy as soon as scheduling permits.

Any position which opens as a result of a successful bid on a permanent vacancy shall also be filled consistent with the foregoing procedure.

5. Some positions may be complex and require extensive training for the Senior Operator and Operator to become proficient. In such cases these positions will be restricted or not be biddable because of the lost time and efficiency. At present there are no positions under this rule.

6. Bidding will be done on a yearly basis. Bid sheets will be distributed to all employees in the first week of November for the next year's bidding. Bid sheets will be due 15 days after distribution and the next year's schedule will be posted by the first week in December. If a person does not turn in their bid sheet within the 15 days, they will be given whatever position is left after the regular bidding is assigned.

7. Layoff of workers covered under this agreement shall be as provided in Section 1.24.900 of the City of Tacoma Personnel Rules.

Operator Bid Sheet

Name _____

Date Due _____

Bid for each work group in order of preference, with the highest preference being one (1).

Plant One (1)

1. A Shift _____
2. B Shift _____
3. Lab _____
4. Relief Lab _____
5. Relief Day Service _____
6. Data Support _____

The Relief Lab Operator will normally remain in the Lab, but may be utilized as a Relief Operator when required.

Plant Three (3)

1. A Shift _____

Signature _____

Senior Operator Bid Sheet

Name _____

Date Due _____

Bid for each work group in order of preference, with the highest preference being one (1).

Plant One (1)

1. A Shift _____
2. B Shift _____
3. Lab _____
4. Relief Day Service _____
5. Relief Solids _____
6. Relief Support Services _____

Plant Three (3)

1. Day Shift _____

Signature _____

ADDENDUM B - OPERATIONS OVERTIME PROCEDURE

LOCAL 483, IBEW

WATER POLLUTION CONTROL UNIT

Operations Overtime Procedure

NOTE: BOTH PARTIES AGREE TO MEET IN LABOR/MANAGEMENT TO DISCUSS CHANGES TO ADDENDUM B, SEC. 10.1 & SEC. 13.6 B

The City of Tacoma's Treatment Plant Operators, who are members of Local 483, IBEW have developed this Overtime Procedure together with Sewer Utility Operations Division management and agree to its adoption and implementation.

1. Overtime shall be allocated first to those employees working within the specific work section in which the overtime occurs. The specific work sections are defined as follows:

    Treatment Plant #1 Shift Operations
        A Shift
        B Shift
    Treatment Plant Laboratory
        Relief Lab
    Day Services
        Relief Day Services
        Relief Solids
        Relief Data Support
    Treatment Plant #3
        A Shift
        Day Shift

    All employees shall have a designated work group assignment, chosen by the annual bid process.

2. An Overtime Callout List will be maintained by the Operations Supervisor. This list will be ranked by number of overtime hours worked with the smallest number having the highest ranking and shall be refreshed the first week of each pay period. In the event that two or more individuals have the same number of hours, seniority will be the determining factor. No distinction will be made between hours worked at time-and-one-half and those worked at double-time rate.

    Whenever possible, overtime, shall be offered to those employees with the lowest total hours overtime worked, according to the most recent Overtime Callout List. Documentation of actual and attempted offers to work overtime will be maintained.

3. During shift operations, when unscheduled overtime is necessary, the in-place Senior Operator or applicable Operator may remain on overtime duty until their replacement arrives, such duty not to exceed sixteen total hours without approval.

4. Any Operator involved in a special task may remain on duty until the completion of such task, at the discretion of the applicable Senior Operator. A Senior Operator in like circumstances may remain on duty at the discretion of the Operations Supervisor.

5. In the last four hours of an operations shift, that is an A Shift, B Shift or Relief Shift, when replacement personnel are required, an attempt will be made to contact the applicable Operators or Senior Operator of the oncoming shift prior to using the Overtime Callout List.

6. A 'B Shift' Senior Operator leaving duty before the completion of the shift may decide, at their discretion, to call in another Senior Operator or upgrade a qualified on-duty Operator.

7. Relief Operators, when working outside their designated work group in replacement of routinely scheduled relief status, shall be afforded the same overtime consideration as their counterparts within the work group to which they have been temporarily assigned. Unscheduled relief assignments will be based on the Overtime Callout List with exceptions as determined necessary by the Operations Supervisor.

8. At Treatment Plant #3, the Senior Operator and the Operators will be in the same overtime pool.

9. Treatment Plant Step 3 OIT's will qualify for Operator overtime, only if no Operators are available.

The Labor/Management Committee will review the performance of this procedure and make recommendations for changes and updates periodically.

In the case of a difference of interpretation of this policy, the Committee should be used as a forum to resolve the difference. The purpose of the Committee is not to give a stamp of approval or disapproval, but to attempt to settle differences without using the Grievance Procedure.

In the case where the wrong person is called out and works overtime, the person (one only) who should have been called will be given an overtime opportunity equal to the time missed. This overtime opportunity shall be created for the purpose of settling the missed call out and shall not harm another member.

Letter of Understanding
By and Between
The City of Tacoma and
Local 483 IBEW Water Pollution Unit

Subject: Vacation Scheduling

The parties agree that vacation scheduling shall be administered as following:

Vacation requests shall be turned in prior to February 1st of each year. Approvals for vacation requests will be based on seniority in the classification. All requests received after February 1st will be approved as openings occur. A vacation schedule will be posted, in a common or frequented area, five (5) working days after February 1st.

This Letter of Understanding may be terminated by mutual agreement of the Union or the City, or unilaterally by either party with written thirty (30) day notice to the other party. Otherwise this Letter of Agreement will expire with the adoption of a successor collective bargaining agreement. It is not to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union.

Original Signed by:

For the Union:

Rick E. Hite 9/17/2004
Business Manager

For the City of Tacoma:

James L. Walton, 10/29/2004
City Manager

Woodrow Jones 10/12/2004
Human Resources Director

William L. Pugh 10/25/2004
Public Works Director

LETTER OF UNDERSTANDING
BETWEEN
CITY OF TACOMA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483
WATER POLLUTION CONTROL UNIT

The City of Tacoma and IBEW Local 483, Water Pollution Control Unit, hereby enter into this Letter of Understanding and agree to the following as a result of the consolidation of classifications, specifically, the WWTP Industrial Electrician and the Instrumentation Technician.

The City of Tacoma has consolidated two job classifications into a new classification for the purpose of performing the duties currently performed by the existing classifications of WWTP Industrial Electrician and Instrumentation Technician.

IT IS UNDERSTOOD, under the terms of this agreement that the consolidation of these two classifications must be done with consideration of certain safety and training issues. Towards this end, the City of Tacoma agrees to provide all necessary training to enable the incumbent employees in the two existing classifications to transition into the new classification. Such training will be paid for by the City and will be provided, as much as possible, during regular working hours.

IT IS UNDERSTOOD, a training and education sub-committee will be formed out of the Labor-Management Committee process as provided for in Article 6 of the collective bargaining agreement, with the purpose to assist in the development of employee training and education needs. This sub-committee will be comprised of equal representation from labor (electrician and instrumentation technician) and management. This sub-committee will meet at a minimum of one time per month to address training needs.

IT IS UNDERSTOOD, that any employee that believes they have insufficient training, manpower or equipment to perform a work task safely under city, state or federal rules, shall report such to their supervisor. The supervisor has the obligation to listen to and record the concerns of the employee.

Any disagreement between the employee and the supervisor may be brought to the Division Manager's attention for resolution. It is agreed that failure to provide necessary training or equipment shall be resolved at the lowest step possible as provided in the Collective Bargaining Agreement between IBEW Local 483, Water Pollution Control Unit, and the City of Tacoma.

IT IS UNDERSTOOD, under the terms in Article 19 of the Collective Bargaining Agreement between IBEW Local 483, Water Pollution Control Unit and the City of Tacoma, an apprenticeship program may be formed to provide for education and training of future employees in the newly created WWTP Electrician/Instrumentation Tech classification. It is understood that the formation of an apprenticeship will not take

place until the training committee has established and instituted the training program for incumbent employees.

Original signed by:

FOR THE CITY		**FOR THE UNION**	
Joy St. Germain **Human Resources Director**	**7/20/2010**	**Alice Phillips** **Business Manager**	**7/14/2010**
Richard E. McKinley **Public Works Director**	**7/22/2010**		
Eric Anderson **City Manager**	**7/26/2010**		

Letter of Understanding
Between
International Brotherhood of Electrical Workers, Local 483,
Water Pollution Control Unit
And
City of Tacoma
Waste Water Treatment Plant Operator Internship Program

In the interest of promoting the education and training of future Waste Water Treatment Plant Operators, this Letter of Understanding is entered into by the International Brotherhood of Electrical Workers (IBEW), Local 483, Water Pollution Control Unit and the City of Tacoma. To facilitate the City of Tacoma providing Internship opportunities as a Waste Water Treatment Plant Operator the parties agree to the following:

- A Waste Water Treatment Plant Operator internship program will be established and administered by the City of Tacoma
- A maximum of two (2) interns may be in the program at any given time
- Interns will not be used in place of an Operator and will not be used in calculating the crew size for a project
- Interns will not perform any unsupervised work
- Oversight of an intern shall be considered voluntary and will not be a required duty of an Operator
- Interns will not be able to work overtime

Given that the purpose of having an Operator Internship program is to enable the student to obtain an Operator in Training certification, an Apprenticeship Committee will be formed as provided in Article 19 of the Collective Bargaining Agreement between IBEW Local 483 and the City of Tacoma. No interns will start work until the Operator Apprentice Committee has been formed and work has started on the writing of their Standards. The IBEW Local 483 reserves the right to opt out of this agreement if apprenticeship standards have not been approved by the State of Washington and in operation by December 31, 2011.

Original signed by:

For IBEW, Local 483
Water Pollution Control Unit

Alice A. Phillips
Business Manager

For the City of Tacoma

Joy St. Germain 12/21/2010
Human Resources Director

Richard E. McKinley 12/22/2010
Public Works Director

LETTER OF UNDERSTANDING
Between
IBEW, Local 483
and
City of Tacoma, Department of Environmental Services
Wastewater Operator in Training
Revised: April 2024

The City of Tacoma, Environmental Services and IBEW Local 483 Water Pollution Control Unit, hereby enter into this Letter of Understanding which shall be attached to the collective bargaining agreement and incorporated as though fully set forth.

Environmental Services wishes to provide an opportunity for qualified, skilled, and interested applicants to receive the necessary training and development, in combination with their existing education and training, to become certified at the WWTP Operator Level 1.

The Parties agree to the following:

Successful Operator-in-Training candidates must be capable of meeting the education and experience requirements per the Washington Department of Ecology Wastewater Operator Certification Program, and pass all required examinations to achieve a Level 1 certification in the prescribed timelines.

Selected candidates will be subject to a two year probation period, during which regular evaluations and feedback will be provided. Candidates must pass the Wastewater Treatment Plant Operator tests, as experience builds and is credited toward meeting minimum experience requirements, as follows:

- WWTPO 1 Group 1 (within 24 months)

Failure to successfully complete probationary reviews may result in separation from the position.

Candidates selected for this opportunity will be placed in the Wastewater Treatment Plant Operator-in-Training classification and paid at the following rates:

Step 1	85% of WWTP Operator Step 1	at time of appointment
Step 2	90% of WWTP Operator Step 1	after passing the OIT examination
Step 3	95% of WWTP Operator Step 1	after obtaining WWTP Group 1 License
Step 4	100% of WWTP Operator Step 1 after twenty-four (24) months in classification and Group 1 License	

An Operator in Training may be upgraded to an Operator position in accordance with the provisions set forth in Section 10.4 herein.

The City of Tacoma will reimburse 100% of the testing fee for a successfully passed test.

All provisions in the current collective bargaining agreement which apply to the Wastewater Treatment Plant Operators will apply to the Operator(s) in Training, except that Operators in Training will not be eligible for standby, or bidding to other locations

An oversight committee will be established to facilitate the development of guidelines and participate in the evaluation of the OIT program.

Employees who successfully complete the probationary period and secure the WWTP Operator 1 Certification from Washington State Department of Ecology, in the timelines identified above, may compete for any vacant position in the Wastewater Treatment Plant Operator classification, per the Civil Service Rules.

This Wastewater Operator in Training program is recognized as meeting the intent of Article 19 in the collective bargaining agreement.

Original signed by:

For IBEW, Local 483
Water Pollution Control Unit

4/15/24

Byron L. Allen,
Business Manager IBEW, Local 483

For the City of Tacoma

DocuSigned by:
Hyun Kim 04/30/2024
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~~Elizabeth Pauli~~, Hyun Kim,
City Manager (Acting)

DocuSigned by:
Michael P. Slevin III, P.E. 04/19/2024
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Michael P. Slevin III, P.E.
Director, Environmental Services

Letter of Understanding
Between
Local No. 483
International Brotherhood of Electrical Workers
(Water Pollution Control Unit)
And
The City of Tacoma

Subject: "B" Shift Differential Overtime Clarification

This Letter of Understanding is entered into by and between IBEW Local No. 483 Water Pollution Control Unit (Local 483 WPC) and the City of Tacoma (the City) collectively referred to as the "Parties".

The parties negotiated a "B" shift Differential of five (5) percent in Article 17, Section 17.3(C) which states as follows:

A. Shift Compensation – Employees working any straight time hours during the "B" shift shall receive an additional five (5) percent added to their rate of pay for all such hours worked consistent with the Fair Labor Standards Act. (FLSA).

This LOU seeks to clarify when the "B" shift differential should be applied to overtime hours. The parties mutually agree the contract language above and implementation of that language consistent with the FLSA and the City's payroll system necessitates that the overtime rate for an employee working any straight time hours on the "B" shift, during each defined FLSA workweek, will include the five (5) percent application of rate. This LOU and understanding of the CBA language shall be applied retroactively to overtime hours to the date when "B" Shift differential took effect, payroll date of April 26, 2020.

The LOU is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City or any other Union.

For Local 483 Water Pollution Control

Byron L. Allen Business Manager

For City of Tacoma

Elizabeth Pauli
City Manager

Dylan Carlson
Senior Labor Relations Manager

Approved as to form:
Cheryl Comer