

2014-2016

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

**Teamsters Local Union 117
Affiliated with the International Brotherhood of Teamsters**

PUBLIC ASSEMBLY FACILITIES UNIT

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2014-2016
ADDENDUM TO MASTER AGREEMENT

BY AND BETWEEN
THE
CITY OF TACOMA
AND
Teamsters Local Union 117
Affiliated with the International Brotherhood of Teamsters

PUBLIC ASSEMBLY FACILITIES UNIT

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and Teamsters Local Union 117 Affiliated with the International Brotherhood of Teamsters (hereinafter called the Union), for 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.

PREAMBLE

The parties to this Agreement believe that the citizens of Tacoma deserve the highest quality service and we recognize the value of listening to those we serve. We also recognize the value of providing a work environment that supports a spirit of teamwork, encourages personal growth, participative decision making and equal opportunity. We believe in a relationship of mutual respect, open communications, shared success and innovative problem solving which will promote service, work life harmony, mutual respect and responsible issue resolution. To further these beliefs, a Cooperative Labor/Management Committee will continue to develop and foster the relationship outlined in this Preamble.

As a result of negotiations between the City of Tacoma and Teamsters Local Union 117 Affiliated with the International Brotherhood of Teamsters, the parties agree as follows:

ARTICLE 1 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State law, the Tacoma City Charter and the Tacoma Municipal Code. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law, or City Charter are paramount and shall prevail. When any provisions of this Agreement are in direct conflict with the Tacoma Municipal Code, this Agreement shall prevail. When there is ambiguity in the interpretation or definition of terms in this Agreement, Tacoma City Code shall prevail.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2014, to and including December 31, 2016, provided, however, that this Agreement shall be subject to such change or modification as any be mutually agreed upon by the parties hereto. It is the intent of the parties

to this Agreement that negotiations for change or modification may begin in the final year of the agreement by mutual agreement and in no event later than sixty (60) days prior to the expiration of this Agreement.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 41.56 RCW as last amended of all employees of the Public Assembly Facilities Department employed with the bargaining unit defined by the classifications listed in Appendix A, which shall form a part of this Agreement.

ARTICLE 4 - JOINT LABOR COMMITTEE

Section 4.1 It is the intent of the Union to carry out its responsibilities as a member of the Joint Labor Committee as provided in the Tacoma Joint Labor Agreement; the Tacoma Joint Labor Agreement shall be interpreted to give to said Joint Labor Committee any responsibility or authority extended to the Union as the exclusive bargaining representative by Chapter 41.56 RCW as last amended except as provided in said Tacoma Joint Labor Agreement. In the event there is a conflict between the Tacoma Joint Labor Agreement and this Agreement, the provisions of this Agreement shall prevail. If this Agreement is silent on a specific issue that is covered by the Tacoma Joint Labor Agreement, the Tacoma Joint Labor Agreement shall prevail.

Section 4.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to affect this end.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

Section 5.1 It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

Section 5.2 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

Section 5.3 Two (2) weeks from the date of the execution of this Agreement the Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hiring date.

Section 5.4 Thereafter, the Employer shall submit to the Union, the names and hiring dates of all new employees and, in addition, any employee rehired. Such written notice shall be submitted to the Union not later than thirty (30) days from the date of employment or re-employment of such employee. This provision shall apply only to employees in the bargaining unit.

Section 5.5 Hiring: When new or additional employees are needed, the Employer may notify the Union of the number and classifications of employees needed. The Union may refer applicants to apply for the vacancies.

Section 5.6 The Employer, upon written authorization of the employee, shall deduct from the first pay received each month by such employee, the Union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

Section 5.7 The Employer will deduct the assessments and monthly dues the first payday in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

Section 5.8 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

Section 5.9 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1 A grievance under this Agreement is defined as a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized union representative acting on behalf of the employee, or an employee in a recognized classification, or a grievance filed by the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

All grievances must be filed as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 6.2 Any employee having a complaint may first take up the matter with his/her immediate supervisor, or the next level of supervision or management within the department. If no satisfactory answer or disposition is received within one (1) calendar day, the complaint shall be processed as follows:

- Step 1 The employee and/or his Union representative shall, as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance, reduce the matter to written form, stating all facts in detail, section or sections of contract alleged to have been violated and proposed remedy and submit same to immediate supervisor. The supervisor shall within fourteen (14) calendar days, communicate his disposition in detail by letter to the Union Representative.
- Step 2 Failing to resolve the grievance in the first step, the Union representative shall, within fourteen (14) calendar days of receipt of the supervisor's disposition take up the matter with the head of the employee's division, or their designated representative. The Division Head shall within fourteen (14) calendar days of receipt of the grievance, communicate their disposition in detail by letter to the Union representative. If the matter is not satisfactorily settled or adjusted in this stage, the Union representative shall then process the grievance as provided in step 3.
- Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the Division Head's disposition take up the matter with the Department Head, or their designated representative. Management shall within fourteen (14) calendar days of receipt of the grievance, communicate their disposition in detail by letter to the Union representative. If the matter is not satisfactorily settled or adjusted in this stage, the Union representative shall then process the grievance as provided in step 4.
- Step 4 Failing to resolve the issue in the third step, the Union shall within fourteen (14) calendar days of the Department Head's disposition, contact the City Human Resources Director to arrange a meeting between the Union and the City to discuss said grievance. Any grievance filed by the City shall be first considered at this step. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, fourteen (14) calendar days from the time the Union contacts the City, unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to binding arbitration as hereinafter provided for in this Agreement.

The Union representative may submit grievances of disciplinary reductions in pay, suspensions without pay, demotions, or dismissals to the Director of Human Resources. The Director of Human Resources shall, within twenty-one (21) calendar days of receipt of the grievance, schedule a meeting with the grievant and the Union representative. The Director of Human Resources will issue a written decision to the Union representative and the grievant within fourteen (14) calendar days of the meeting. For all reductions in pay, suspensions, demotions, or dismissals, the Union may appeal the decision of the Director of Human Resources to binding arbitration. If arbitration is selected by the Union, the employee may not also appeal via the Civil Service Board process.

Section 6.3 Any and all grievances resolved at any step of the grievance procedure as contained in this agreement shall be final and binding on the City, the Union and employees represented by the Union and covered by this contract.

Section 6.4 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired.

Section 6.5 Either party may request arbitration of an unsettled grievance by notifying the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under step 4 of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedures. A list of five (5) arbitrators residing within the state of Washington 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. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representative and all other expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and his power shall be limited to an interpretation or application of this Agreement.

Section 6.6 It is understood that no disciplinary action by the City shall be considered cause for a grievance, except for appeals of final discipline pursuant to Section 6.2, Step 4 above, unless it is specifically alleged that such action represents an incorrect application of the terms of this Agreement. In no event shall this Agreement alter or interfere with disciplinary procedures heretofore followed by the City or provided for by City charter, ordinance or law, including the procedure for appeals thereof. This clause shall not, however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit.

Section 6.7 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 7 - WORK STOPPAGES

Section 7.1 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 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 appropriately determined by the City.

Section 7.2 It shall not be considered a violation of Section 7.1 if employees covered by this agreement refuse to cross an official picket line recognized by the Joint Council of Teamsters 28 where physical health and safety may be jeopardized by doing so.

ARTICLE 8 - MANAGEMENT RESPONSIBILITY

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.

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 for cause; (d) assign reasonable overtime and relieve employees from duty because of lack of work or other legitimate reasons pursuant to the Personnel Rules; (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.

ARTICLE 9 - VISITATION BY UNION REPRESENTATIVES

Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. The City official in charge shall be allowed adequate time to make appropriate notifications to security to grant reasonable access. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs. The Union shall furnish the Human Resources Director with an up-to-date list of authorized Union representatives or stewards and shall keep such list current.

ARTICLE 10 - SAFETY STANDARDS

All work shall be done in a 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 strictly complied with and enforced. Safety standards developed which are peculiar to employees represented by the Union shall be incorporated herein by reference.

Union stewards and/or the Union business representative may attend all safety committees and act as an ex officio member.

ARTICLE 11 - STANDARD WORKING CONDITIONS

The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code as now enacted or hereafter incorporated as part of this Agreement for the purpose of information for the members of the Union.

Section 11.1 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

A. Rate of accrual of vacation leave.

1. Employees who do not elect to participate in the City's PTO program shall accrue vacation leave by reason of tenure based on the following schedule of aggregate city service.

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

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

2. No employee shall earn more vacation in any one calendar year than the above stipulated days, and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
3. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.
4. 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.

- B. Requests for Vacation leave - Requests for time off shall be submitted in writing on the City's vacation request form. Seniority will apply before approval, if multiple employees request the same time off. Once a request is approved by a supervisor or manager bumping will not be allowed. All requests will be responded to in writing on the Vacation request form within thirty (30) calendar days of receipt.

Section 11.2 Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code. This section provides in part the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period which is the equivalent of approximately one (1) working day for each full calendar month of service. There is no limit to the number of days sick leave an employee may accrue.

Section 11.3 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:

- A. Employees who elect the Personal Time Off (PTO) Plan in place of sick leave and vacation leave shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule.

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

Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employee's 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.

Current and new employees will be allowed to opt into the PTO program, and that decision once made is irrevocable. The conversion of sick leave for PTO at initial selection by incumbent employees shall be 3 hours sick leave for 1 hour of PTO. Vacation hours will be converted on an hour for hour basis.

- B. An employee may accrue a maximum of 960 hours of PTO.
- C. PTO shall be credited to an employee after the completion of each biweekly pay period and may not be used in the pay period earned.
- D. An employee shall be paid for PTO leave taken at the employee's regular rate of pay. Regular rate of pay shall be defined as the base (P100) hourly rate of pay with all eligible premiums that are included in the calculation of an overtime rate. When leaving the service of the City, an employee shall be compensated for unused PTO leave earned and accrued at the employee's regular rate of pay upon separation or retirement. Upon death of the employee, the City shall pay the appropriate beneficiary the full amount of accrued PTO. The City acknowledges that PTO is a vested benefit.

- E. Employees hired prior to January 1, 2014 may move into the PTO program during periodic open enrollments offered by the City, or within 30 calendar days of final ratification of this agreement. When they do so, their Vacation and Sick leave banks will be converted to PTO, and their accruals will be based on the above chart from the date of conversion forward. Once an employee elects PTO, they may not return to the Vacation and Sick leave programs.
- F. Employees who use no more than two unplanned PTO (PTU) days off in one calendar year (January to December) and have been enrolled in the PTO program for the entire calendar year, may cash out up to forty (40) hours of PTO. If they have also used more than eighty (80) hours of expected PTO (PTE) they may cash out up to eighty (80) hours of PTO. The cash out will be done in the month of February following the calendar year being considered, and will be done by completing a form provided by the Human Resources Department.
- G. The City agrees not to implement a requirement for employees to maintain a minimum amount of accrued PTO. Further, the City agrees not to require employees to take unpaid time off prior to utilizing PTO (exception for disciplinary suspensions without pay).
- H. PTO will be considered as time worked for purposes of computing overtime beyond forty (40) hours per week.

Section 11.4 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and in the Joint Labor Agreement.

Section 11.5 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 employees or days off in lieu thereof.

New Year's Day (January 1)
 Martin Luther King Day (3rd Monday in January)
 Washington's Birthday (3rd Monday in February)
 Memorial Day (last Monday in May)
 Fourth of July
 Labor Day (first Monday in September)
 Veterans' Day (November 11)
 Thanksgiving Day (4th Thursday in November)
 The day immediately following Thanksgiving Day
 Christmas Day (December 25)

In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for said holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement. The floating holidays may not be taken without the prior approval of the appointing authority. All holidays worked shall only count as one day worked.

Section 11.6 Group Life, medical, vision and dental insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code.

Section 11.7 All City of Tacoma employees who are represented by Teamsters Local Union 117 Affiliated with the International Brotherhood of Teamsters shall be offered a choice of full family medical plans consistent with Section the Joint Labor Agreement. (a) Regence Blue Shield, or (b) Group Health Cooperative, with the City paying an amount not to exceed the amount paid for the Regence Blue Shield Plan.

In the event that the members of this bargaining unit experience an increase in health care benefits premium cost sharing in 2015 or 2016 as a result of the Tacoma Joint Labor Agreement, for any year where the premium increase is **in excess of the negotiated salary increases herein**, the Union shall have the right to re-open this agreement for the sole purpose of addressing the loss in net compensation for that particular year. The parties may mutually agree, as a result of the re-opener, to add other forms of compensation that were not contemplated or discussed during bargaining for this Collective Bargaining Agreement.

Section 11.8 Dental insurance through the United Employees Benefit Trust shall be provided to employees and dependents in classifications represented by the Union as provided in Section 1.12.110 of the Tacoma Municipal Code. The City will pay premiums not to exceed the amount paid to Washington Dental Service for current coverage.

ARTICLE 12 - DISCRIMINATION

Section 12.1 Pursuant to RCW 41.56 there shall be no discrimination against Union officers, Union members, or Union activity.

Section 12.2 It is mutually agreed that there shall be no discrimination because of race, color, religion, gender, age, marital status, national origin or physical, mental, or sensory disabilities (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward

this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

ARTICLE 13 - NONSTANDARD WORKING CONDITIONS

Section 13.1 The City shall pay up to two (2) employees in the Local 117 PAF Unit serving on the Union negotiating committee their regular rate of pay for hours missed from their regular shift, for meetings spent in formal negotiations between the City and the Union. The Union may add additional members to the negotiating committee who will be required by the City to use their own time to attend when staffing permits.

Section 13.2 - Posting of Agreement and Notices A copy of this Agreement shall be posted in a conspicuous place at major work sites.

A bulletin board will be provided by the City at the Tacoma Dome and the Greater Tacoma Convention and Trade Center for the use of the Union. It shall be maintained, and controlled by

the Union. It is understood and agreed that no material shall be posted which is obscene, defamatory, or which would impair PAF operations.

Section 13.3 - Official Notification The employer agrees to provide the Business Representative Union copies of all bulletins and special and general orders pertaining to employees represented by the Union. The Union agrees that it will designate the Union official authorized to sign official Union communications.

The employer agrees to notify the Business Representative Union in writing of intent to terminate, suspend or demote in rank or pay any member of the bargaining unit.

Section 13.4 - Clothing The parties agree to the following provisions with regard to appropriate uniforms:

- The Department will provide shirts with laundry and mending services
- The Department will provide ball cap style hat, if requested, but employees will have the option not to wear them. Employee may wear plain black or grey hat.
- Employees will provide their own pants and must be black, jeans or nicer (jeans, chinos, suit pants). No shorts, sweatpants, athletic pants, etc.
- Employees will provide their own footwear, which must be predominantly black, with closed toe/heel. (Shoes with company emblem like a Nike swoosh in white are acceptable)
- The Department will provide a \$150/year stipend for the employee's purchase of the pants and shoes described above. This amount will be paid in the first pay period of the calendar year.
- The Department will replace damaged and unserviceable clothing or shoes purchased with the stipend, with prior approval of the Operations Manager or their designee. Employees must provide receipt of original purchase. The City will replace damaged or unserviceable clothing up to a total of \$100/employee per calendar year.

Section 13.5 When an employee is required to use their private vehicle for job related transportation they shall be reimbursed pursuant to Section 1.12.100 of the Tacoma Municipal Code which provides for reimbursement at the Internal Revenue Service approved amount per mile for such approved usage. City vehicles and public transportation are ordinarily available for employee use to and from other job sites. If an employee uses their private vehicle for job related transportation and is involved in a motor vehicle accident, pursuant to City policy (3.01) and TMC 1.12.920, an employee's personal automobile insurance carrier will be responsible first.

Section 13.6 - Department Permanent Vacancies Whenever a regular, permanent Civil Service position is to be filled from an established eligible list from the particular classification, prior to requisitioning a replacement from the Civil Service eligible list, the City shall post the vacant positions for seven days. In making work assignment, the City shall consider seniority, and other factors including but not limited to required training and break in time for a particular assignment, provided the City need not consider an employee who does not possess the knowledge, skill or physical ability required to fill the vacancy. No more than one such assignment per year per employee shall be permitted.

Section 13.7 - Employee Privileges The City assures the Union that its intention in executing this Agreement is not to arbitrarily cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

Section 13.8 - Employee-Management Committee. The City and the Union agree that it is in the best interests of both parties to maintain an Employee-Management Committee for the purpose of promoting communication and resolving problems of mutual concern.

Section 13.9 PAF Layoffs

- A. Lay-offs per TMC 1.24.900 -- will be by inverse order of seniority as provided for in the Personnel Rules 1.24.900-B -- Ties in seniority will be broken by using the of the last four digits of employees' social security numbers. Employees on lay off status have the first right of refusal for any temporary work before employees of a temporary staffing agency can be used.
- B. Employees who accept voluntary demotion in lieu of lay-off will be maintained on the recall list to their previously held, non-probationary position for two (2) years.

Section 13.10 CPR/AED Certifications

The City agrees to provide CPR/AED training for all staff working under this agreement. Further, the city agrees to pay for all costs associated, including time spent, to maintain the employees CPR/AED certifications, when management deems it necessary to re-certify.

ARTICLE 14 - HOURS OF WORK

The work week shall be defined as Monday at 00:00hrs through Sunday at 2359hrs. Work in excess of forty (40) hours in a work week and for hours worked beyond twelve (12) consecutive hours in a work shift shall be compensated at time and one half. Work beyond twelve (12) consecutive hours in one day shall count as daily overtime, but not pyramid to count towards overtime beyond forty (40) hours per week. Such compensation shall be in the form of cash or equivalent compensatory time off pursuant to Fair Labor Standards Act.

Section 14.1 The Union and the City acknowledge that the nature of the work is such that many events and event working hours cannot be anticipated in advance. Recognizing this fact, the City will post tentative working hours ~~for~~ two (2) weeks in advance. Such hours are not to be interpreted as a guarantee of working hours, or days off, for any PAF employee. In the event the City does not post the work hours two (2) weeks in advance, the first shift work in the un-posted week shall be paid at time and one-half. The City shall schedule each employee with a minimum of two consecutive days off, twice in a pay period, plus or minus one day. (Except the Electrician and HVAC Mechanics during peak seasons, who shall at those times continue to have 32 hours between shifts on non-consecutive days off, and 56 hours between shifts for consecutive days off.)

Section 14.2 In the event the posted schedule is changed with less than forty-eight (48) hours of notice, the first shift worked will be paid at the overtime rate, provided that the City may change in reporting hours of two hours or less, or to comply with Sections 14.4 and 14.10, without penalty as provided herein. The City agrees not to cancel shifts arbitrarily to avoid overtime, except when there is not sufficient work for scheduled employees.

Section 14.3 Work on the 6th day of work during a week shall be paid at the time and one half (1-1/2) rate. Work on the 7th day of work during a week shall be paid at double time. However, the City shall not be penalized for work on formerly scheduled days off when shifts are changed as provided for herein.

Section 14.4 Employees shall not be scheduled to work beyond 16 hours in any 24 hour period.

Section 14.5 Employees shall have two consecutive days off (except for Electrician and HVAC mechanics during peak season pursuant to 14.1 above).

Employees while on their two consecutive days off, shall have a reasonable expectation to have between 52-56 hours between scheduled shifts. Nothing herein prohibits time off in excess of 56 hours off during the two consecutive days off. If for an exigent scheduling reason it is less than 52 hours, the employee shall receive overtime compensation on the first subsequent shift.

Section 14.6 Bargaining unit members will be given the first right of refusal for all available overtime shifts for their classification, with seniority as the tie breaker in the event that two or more employees wish to work the available shift. Bargaining unit members who volunteer to work available shifts will receive the appropriate amount of compensation based on their hours worked for the day, for the week, or that the work is on their 6th working day or 7th working day. Volunteers will not receive L12 or L48 overtime when they choose to work available shifts that are either less than twelve (12) hours from the end of their prior shift or less than twelve (12) hours in advance of their next shift, or with less than forty-eight (48) hours of notice. Temporary employees may be used for all shifts that bargaining unit members refuse, and the Union will not consider the use of temporary employees, under these circumstances, to be skimming of bargaining unit work.

Section 14.7 Use of temporary employees in excess of 2080 shift hours per calendar year, per classification, will require the City to add one additional full time employee in the particular classification exceeding that amount. Any use of temporary employees will count toward the 2080 hours in a particular classification, except the calculation of 2080 shift hours per classification will only include one position of the mass calls of temporary employees. A mass call is defined as any shift/assignment calling for the use of eight (8) or more temporary employees.

Section 14.8 The guarantee of two consecutive days off in a pay period, plus or minus one day, and the reduction to 28/24 (52) hours off on scheduled days off, shall be done on a trial basis for twelve months from the final ratification of this agreement. Should either party wish to cancel these provisions, they must notify the other party 60 days prior to the end of the twelve month trial period. The parties may then choose to bargain a mutually agreeable amendment to these sections, or simply cancel them, which would revert to non-consecutive days off, 32 hours between shifts for nonconsecutive days off, and 56 hours between shifts for consecutive days off. If neither party notifies the other of the intention to cancel, these provisions shall continue at least for the duration of the agreement.

Section 14.9 Shift Differentials Effective upon implementation of the 2014 pay raise, shift differential shall be converted to an increase in base salary equal to \$.10/hr, per classification, which shall be added prior to the raise(s) negotiated in this agreement.

Split Shifts

When PAF Employees works a split shift, the second half of this shift will be compensated at the time and one-half (1-1/2) rate.

Section 14.10 PAF employees covered by this Agreement who have worked an eight or more hour shift shall receive a twelve (12) hour break prior to working a subsequent shift. Employees not receiving a break of twelve (12) hours between shifts shall be paid time and one half for the subsequent shift.

Section 14.11 The City expects employees to take their breaks and lunch periods during each shift. Employees during regular shifts shall normally have two (2) fifteen (15) minute paid rest breaks. The first such break shall be taken at approximately two (2) hours into the shift and the second approximately six (6) hours into the shift, such rest breaks are to be in addition to the normally scheduled one-half (1/2) hour lunch break. The City shall make a reasonable effort to assign employees their lunch period during the middle third of their shift, and not to interrupt the employee's lunch period. All lunch breaks during regularly scheduled shifts will be unpaid. Employees who are directed by a supervisor or manager to work through their breaks or their lunch period during the middle 3rd of their shift shall have the missed breaks or lunch added to their working time for the shift.

Section 14.12 Employees shall have a fifteen (15) minute paid rest break before starting overtime work immediately following their regularly assigned shift, except that the anticipated overtime incurred will not exceed one hour in duration. After overtime work of three (3) hours duration, employees shall have a one-half (1/2) hour paid lunch break. In the event the work situation prohibits the taking of an overtime rest break or overtime lunch break such break time loss shall be paid at the overtime rate in addition to time worked.

Section 14.13 If an employee works on an emergency callout four or more hours immediately prior to a regular shift he/she will receive a fifteen (15) minute break prior to starting the regular shift. When required to work overtime three or more hours beyond regular shift, the employer will reimburse reasonable meal expense or provide a meal. Reasonable meal expenses shall be reimbursed upon presentation of a receipt and completion of the proper city reimbursement form. Employees working on a scheduled overtime day shall only be entitled to meal reimbursement or a meal in the event they work ten or more hours.

Section 14.14 Any unused compensatory time will be paid out at the end of the calendar year in which it is earned.

Section 14.15 OT During Holiday Weeks

Employees required to work on a holiday shall continue to receive double time and one-half for all hours worked on the City holiday.

Employees not schedule to work on a holiday shall receive eight (8) hours of straight time pay for the City holiday, which shall be considered actual hours worked for purposes of computing overtime beyond forty (40) hours per week.

ARTICLE 15- SENIORITY

The City and the Union agree that seniority shall be **determined** as date of hire within the classification. In the event two (2) or more employees were hired on the same date, the employee with the highest last four digits from their social security number shall be considered the most senior.

ARTICLE 16 - DISCIPLINE

Section 16.1 - All discipline covered by this Article shall be for cause. Prior to imposition of discipline **that affects a property right**, employees will have the right to a pre-disciplinary hearing (Loudermill hearing) in front of the department head or their designee.

Section 16.2 - Any permanent employee in the classified service may utilize the grievance procedure Article 6, Step 4, herein to appeal a suspension, a dismissal, or a disciplinary reduction in rank or pay. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under any Civil Service Board procedure.

- A. The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action. The Employer agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and will be subject to "Just Cause".
- B. The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall inform the employee of this right and shall, upon request by the employee, provide Union representation. An employee who waives this right shall acknowledge such in writing. Employees may elect to submit a rebuttal letter in response to any corrective action, which shall be maintained in the employee's personnel file.
- C. All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties.
- D. If no additional discipline occurs during the twelve (12) months following issuance of a letter of reprimand, it shall no longer be used for the purpose of progressive discipline. If no additional discipline occurs in the thirty-six (36) months following a suspension, it shall no longer be used for the purpose of progressive discipline.

Section 16.3 - In utilizing the grievance procedure the grievance shall first be heard at the Human Resources Director level, Step 4.

ARTICLE 17- SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not

invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

EXECUTED THIS _____ DAY OF _____, 2014.

City of Tacoma,
a municipal corporation

Teamsters Local Union 117 Affiliated with
the International Brotherhood of Teamsters

City Manager

Tracey A. Thompson, Secretary-Treasurer

Human Resources Director

Jeff Clark, Business Representative

Finance Director

Approved as to form:

Deputy City Attorney

Attest:

City Clerk

APPENDIX A

Effective the first pay period after ratification by City Council, all classifications covered by this agreement shall receive a 1% salary increase. (This rate includes shift differential conversion of \$0.10, added to base pay)

Rates Effective First Pay Period After Council Ratification

Code	A	Job Title	1	2	3	4	5	6
62250		PAF Custodian	15.83	16.62	17.45	18.32	19.24	
50510		PAF Electrician	26.34	27.66	29.04	30.49	32.02	
50500		PAF HVAC Mechanic	25.79	27.08	28.44	29.86	31.35	
50480		PAF Maintenance Chief	29.66	31.14	32.70	34.33	36.05	
50490		PAF Maintenance Chief, Assistant	24.22	25.43	26.70	28.04	29.44	
60140		PAF Maintenance Worker I	16.61	17.44	18.31	19.23	20.19	
60150		PAF Maintenance Worker II	21.14	22.19	23.30	24.47	25.69	26.98

*Criteria for PAF Maintenance Worker II Step 6 is provided in paragraph A below.

Effective July 1, 2015, all classifications covered by this agreement shall receive a 1.5% salary increase.

Rates Effective July 1, 2015

Code	A	Job Title	1	2	3	4	5	6
62250		PAF Custodian	16.07	16.87	17.71	18.60	19.53	
50510		PAF Electrician	26.74	28.07	29.48	30.95	32.50	
50500		PAF HVAC Mechanic	26.18	27.49	28.86	30.31	31.82	
50480		PAF Maintenance Chief	30.10	31.61	33.19	34.85	36.59	
50490		PAF Maintenance Chief, Assistant	24.58	25.81	27.10	28.46	29.88	
60140		PAF Maintenance Worker I	16.86	17.70	18.59	19.52	20.49	
60150		PAF Maintenance Worker II	21.45	22.53	23.65	24.84	26.08	27.38

Effective July 1, 2016, all classifications covered by this agreement shall receive a 1.5% salary increase.

Rates Effective July 1, 2016

Code	A	Job Title	1	2	3	4	5	6
62250		PAF Custodian	16.31	17.12	17.98	18.88	19.82	
50510		PAF Electrician	27.14	28.49	29.92	31.41	32.98	
50500		PAF HVAC Mechanic	26.57	27.90	29.30	30.76	32.30	
50480		PAF Maintenance Chief	30.55	32.08	33.68	35.37	37.14	
50490		PAF Maintenance Chief, Assistant	24.95	26.20	27.51	28.89	30.33	
60140		PAF Maintenance Worker I	17.11	17.97	18.87	19.81	20.80	
60150		PAF Maintenance Worker II	21.78	22.86	24.01	25.21	26.47	27.79

Application of Rates:

- A. A PAF Maintenance Worker II tasked to perform the work of a welder, rigger, or carpenter, will be compensated at step 6, for all hours where the specialty work is performed-
- B. When a PAF Maintenance Chief is absent for one (1) day or more, and the PAF Assistant Maintenance Chief is also absent, the employee assigned to the function shall be paid as a PAF Assistant Maintenance Chief, paid at the closest step in the PAF Assistant Maintenance Chief pay range to the employee assigned. Management retains the right to appoint on the basis of the best qualified.
- C. Employees working atop the suspended grid in the Tacoma Dome arena (elevation approximately 73 feet) are eligible to receive high height pay provided in Tacoma Municipal Code 1.12.170 for hours spent atop the grid.
- D. As per Ordinance 20938, all of the above classifications shall receive longevity as follows:
 - 1% of base pay with aggregate service of 5 through 9 years of service
 - 2% of base pay with aggregate service of 10 through 14 years of service
 - 3% of base pay with aggregate service of 15 through 19 years of service
 - 4% of base pay with aggregate service of 20 or more years of service

Longevity pay shall be computed on base rates only.

INDEX OF LETTERS OF UNDERSTANDING

Subject

Date Signed
