

2017 – 2019

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

**DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #282
OF THE IAM AND AW**

**Wastewater Treatment Plant
Maintenance Supervisors**

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AGREEMENT

By and Between

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CITY OF TACOMA

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DISTRICT LODGE #160

ON BEHALF OF LOCAL LODGE #282 OF THE IAM AND AW

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 160, LOCAL LODGE #282 (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 collective bargaining representative.

PREAMBLE

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 the procedures which it establishes 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.

The Union and the Employer recognize the mutual benefit of working in partnership to achieve our common goals for the workplace. The Employer and the Union also join together in support of building a workplace that emphasizes greater employee involvement in developing efficient work practices that improve the effectiveness of the City's operations in service to the citizens. The parties recognize the need to work collaboratively to: minimize the need for outsourcing; develop and provide training opportunities; and investigate programs providing rewards for achieving and maintaining those efficiencies. We will work in alliance to exceed customer expectations while sustaining a high quality work environment which endeavors to maintain a high degree of job security for its employees.

It is understood that nothing contained in this agreement shall compromise the Union's right to represent its members in the bargaining process nor shall any management right be compromised.

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 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, provided that where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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 classifications listed in Appendix A to this Agreement, except those employees specifically excluded in Appendix A.

ARTICLE 3 – JOINT LABOR COMMITTEE

Section 3.1 It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices directly between the parties to this Agreement.

Section 3.2 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 4 – UNION MEMBERSHIP AND DUES

Section 4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. It shall be a condition of employment that all regular and project employees covered under this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment and temporary employees employed more than thirty (30) calendar days shall become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

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

Section 4.2 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 4.3

- A. The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City.
- B. There shall be no retroactive dues.
- C. The Union shall notify the City thirty (30) days in advance of any change in dues deduction.

Section 4.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the application of this Article.

Section 4.5 The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement, until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If restitution has not been made in that thirty (30) day period, the employee shall be discharged immediately.

Section 4.6 The City shall notify the Union by the monthly Personnel Report when a new employee is added to the bargaining unit.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by the grieving party to the other party within thirty (30) days of the alleged violation, or the date on which the grieving party should reasonably have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

Step 1 _____ Employee raises grievance with his/her immediate supervisor or Union representative raises grievance with the City official most immediately involved (written communication not required).

Step 2 _____ The employee and/or his/her Union representative shall, as soon as possible but not later than thirty (30) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the City official most immediately involved. The supervisor or official shall within ten (10) working days, record his/her disposition in written detail, returning same to the Union representative and the employee.

Step 3 _____ Failing to resolve the grievance in the second step, the Union representative shall, within ten (10) working days of receipt of the supervisor's disposition take up the matter with the head of the employee's department (general government) or division (Utilities, with a copy to the Human Resources Director), or his/her designated representative. Management shall, within ten (10) working days of receipt of the grievance, and after consulting with the Human Resources Director, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved may be referred to arbitration by the Union. The Union shall give written notice to the Human Resources Director of its intention to arbitrate within fifteen (15) working days following completion of steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or FMCS, both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall strike first. If the parties cannot agree in one (1) day on the agency to provide the list, FMCS shall provide the list. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective case in arbitration. All other costs related to the Arbitrator shall be divided equally. The Arbitrator's decision is binding on the parties, however, the Arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.

Section 5.3 The above time frames may be extended by mutual agreement. 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 6 – WORK STOPPAGE

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.

ARTICLE 7 – MANAGEMENT RIGHTS

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

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

ARTICLE 8 – UNION ACTIVITIES

Section 8.1 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. 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.

Section 8.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/ her lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 8.3 - Steward's Right to Process Grievances Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

- 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 report back to his/her supervisor upon return to work.
- B. The Union shall furnish the City with a written list of its stewards immediately after his/her designation and promptly notify the City of any change in such stewards; provided that the number shall not exceed six (6) stewards.

ARTICLE 9 – SAFETY STANDARDS

Section 9.1 All work shall be done in a competent and professional manner.

Section 9.2 The City and the 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 by the City and the employees.

ARTICLE 10 – BENEFITS

Section 10.1 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 on 12/31/2018 or with the expiration of the Joint Labor Agreement, whichever comes first. 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 2017-2018 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.

The information contained in the remainder of this Article is specific to this Agreement and is to be read in conjunction with Appendix B.

Section 10.2 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.3 Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code and the Joint Labor Agreement. Employees on a voluntary basis may enroll in the PTO program. Enrollment shall be on a strictly voluntary basis during the City's PTO, open enrollment period.

Section 10.4 Sick allowance with pay shall be as provided in section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.5 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.6 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.7 Medical, dental, vision, hospital and disability insurance shall be as provided-in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.8 Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.9 - Jury Duty Leave of absence for jury duty and payment thereof shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

Section 10.10 - Union Leave Leave of absence without pay shall be granted in accordance with Section 1.24.870 of the Municipal Code. Employees must submit a written request in advance of the leave to the appropriate manager that includes the reason for the leave and the inclusive dates of the leave. Requests will be considered and responded to in a timely manner.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2017 through December 31, 2019, 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 sixty (60) days, prior to the termination of this Agreement.

ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no unlawful discrimination. 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.

Section 12.2 It is mutually agreed that there shall be no unlawful harassment, including sexual harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy 130.

ARTICLE 13 – FILLING OF VACANCIES

Section 13.1 Upon the discretion of the department head, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class when he/she substantially assumes the duties of such position. Such assumption of duties necessarily would result in his/her relinquishing his/her regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

Section 14.1 Employees working the day shift shall be present at the work location for a period of eight and one-half (8-1/2) hours. One-half (1/2) hour shall be allowed for a lunch break. Any hours worked exceeding the regular work day as set forth herein above, or by an employee outside of his/her regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

Section 14.2 Employees shall be paid time and one half for the first shift outside of their regular shift when an emergency requires an employee's shift to be changed. Thereafter, employees will receive straight time for the first eight (8) hours and time and one half for any additional hours worked during that shift.

The City will attempt to contact all employees as soon as it is aware of the need for shift changes to meet emergency staffing needs.

Section 14.3 - Meal Allowance

- A. When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the employer and brought to the employees, if so requested.
- B. Employees assigned to an emergency twelve (12) hour shift will receive a one-half (1/2) hour paid meal break.
- C. An employee working non-scheduled overtime including call outs at least two (2) hours before or beyond his/her regular shift and at four (4) hour intervals while continuing to work thereafter shall be eligible for a meal allowance of \$15.00.

Example: Over 4 hours to 8 hours \$15.00. Over 8 hours to 12 hours \$30.00.
Over 12 or more hours \$45.00.

- D. An employee will not be eligible for a meal allowance when working scheduled overtime on a regularly scheduled day off unless the number of hours worked exceeds their normally scheduled total daily hours of work.
- E. Overtime is considered to be scheduled if an employee receives notice of the overtime to be worked prior to the end of the employee's regular shift on his/her last regular work day prior to the day the overtime is to be worked.

Section 14.4 - Callbacks and Standby Pay

- A. All call-backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. 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 time and one-half the employee's regular salary, shall be paid each way to and from work. Travel time shall count toward fulfilling the two (2) hour guarantee set forth above.
- B. Employees assigned to standby shall receive \$3.00 per hour for those hours so assigned. 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. Assignment for standby time and scheduled overtime will be done by a voluntary system. Qualified employees who volunteer will be assigned on a rotating system. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Employees working a call-out shall be allowed an eight (8) hour rest break, if desired, before returning to their regular shift.
- C. For each 24-hour calendar day, and when in standby status starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the overtime rate, and as set forth in the Tacoma Municipal Code 1.12.080, for the first emergency call not requiring a return to the treatment plant or worksite. All calls are included in that one hour rate during that 24-hour period, unless the total duration of calls exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.

Section 14.5 - Flex Hours

It is recognized by both Labor and Management that in order to effectively plan and schedule daily work activities the WWTP Maintenance Supervisors need to have adequate time prior to the start of the work shift and at the end of the work shift to prepare and close out details of the day's work. Therefore it is agreed that WWTP Maintenance Supervisors may adjust their schedule for an accumulated time of up to two hours during a week for these activities. When a schedule is

modified, each individual will ensure a total of forty (40) hours are worked within each week. WWTP Maintenance Supervisors will work with each other as well as their immediate supervisor to coordinate changes in individual schedules to ensure coverage of the areas are maintained.

Each WWTP Maintenance Supervisor shall coordinate with the standby supervisor to handle any situations that may arise within their section during their absence. This agreement requires the WWTP Maintenance Supervisors to coordinate their workload and assure that it is not necessary to upgrade an employee to act as a supervisor during their absence/changes in schedule.

This agreement does not change the established contract agreement for assigning emergency overtime or scheduled overtime for WWTP Maintenance Supervisors.

This agreement shall sunset at termination of the current contract unless mutually agreed upon by both the Union and the City to continue the practice. Either the Union or the City may unilaterally terminate this agreement with ten working days written notice to the other party.

Section 14.6 – Flexible Work Schedules. In addition to the Flex Hours described in Section 14.5 above, flexible work schedules shall be administered in accordance with the City of Tacoma’s flexible work schedule policy, Personnel Management Policy 320.

ARTICLE 15 – 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.

ARTICLE 16 – DISCIPLINE

Permanent 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.

Section 16.1 The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential suspension, reduction in rank or pay or discharge.

Section 16.2 The Employer agrees to notify the Union in writing that an employee may be subject to disciplinary action.

Section 16.3 If requested by the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific

alleged violation. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

Section 16.4 No later than three (3) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in its possession.

Section 16.5 The Employer may place an employee on paid administrative leave pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 16.6 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 16.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The 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.

ARTICLE 17 – SENIORITY

Section 17.1 Classification seniority is the length of service within a classification which shall determine:

1. Lay-off pursuant to Section 1.24.900 of the Personnel Rules
2. Filling of vacancies under Article 13, Section 13.2

Section 17.2 If an employee promotes or transfers to a different bargaining unit or to an unrepresented position, classification seniority will accrue until he/she has completed the new probationary period, if applicable. Once the employee has completed probation, seniority in the employees' old classification shall be retained providing the employee returns to his/her previously held classification for reasons of lay off or demotion in lieu of lay off. If an employee returns to his/her previous classification for any other reason, the employee will lose all classification seniority.

Section 17.3 Seniority for the purposes of layoff, demotion in lieu of layoff, and re-employment shall be the length of continuous services with the City in the specific class involved and in all higher classes to which the employee has been promoted or appointed.

APPENDIX A
DISTRICT LODGE 160
WASTE WATER TREATMENT PLANT MAINTENANCE SUPERVISORS

SECTION 1 - WAGES

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

The following wage scales shall apply for employees in the following classification.

Effective April 3, 2017, the wage rate will be increased by two and one-quarter percent (2.25%). In addition, as of April 3, 2017, employees who are bargaining unit members actively employed on the date of ratification of the Agreement shall receive a one-time lump sum payment of five hundred dollars (\$500).

Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
5102	WWTP Maintenance Supervisor	43.35	45.52	47.79	50.18	52.69

Effective January 1, 2018, the wage rate will be increased by two and one-quarter percent (2.25%).

Effective January 1, 2019, the wage rate will be increased by two and one-quarter percent (2.25%).

SECTION 2 – LONGEVITY PAY

As per Ordinance 20938 the above classifications shall receive longevity pay as per Tacoma Municipal Code Section 1.12.133 as follows:

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

SECTION 3 – SUPPLEMENTAL PENSION

A. Pension Benefit Contribution

Employees shall have 3% deducted from their gross pay for all paid hours, which includes all straight time, overtime and double overtime compensated hours, as a City contribution to the Western Metal Industry Pension Plan until April 3, 2017. As of April 3, 2017, all employees covered under this Agreement shall have an amount to be approved by Pension Board of Trustees deducted from their gross pay for all paid hours. Paid hours shall include regular time, overtime,

double time, sick leave, vacation, jury, military leave, and holidays. It shall exclude stand by pay, allowances, and reimbursements. The City shall submit that amount to the Western Metal Industry Pension Fund, in the name of each individual employee.

This deduction shall be made from the employee's gross pay each pay period. The deductions shall be a pre-taxed deduction shown as separate entries on each employee's pay advice. There shall be no hourly wage reduction.

The amount to be withheld for the Pension Benefit Contribution approved by the Pension Board of Trustees shall not be less in cash value to the December 31, 2016 contribution for each classification. This shall be a percentage determined for each classification.

The Union will work with the City to establish the new percentages for each classification 45 days prior to the effective date of any wage rate change. The results of this collaboration will be an annual Letter of Understanding executed by the Parties and forwarded to the Pension Administrator, establishing the new percentages for each classification, based on any wage increase for that year.

B. Pension Rehabilitation Plan

The City and Union agree to the preferred pension rehabilitation plan. See attached Memorandum of Understanding dated June 29, 2011.

C. Pension Deficit Reduction

All employees covered under this Agreement shall have an amount to be determined by the Pension Board of Trustees deducted from their gross pay for payment of all deficit reduction contributions required by the Pension Trust pursuant to the Pension Rehabilitation Plan. The City shall submit that amount to the Western Metal Industry Pension Fund.

The Pension Deficit Reduction shall be a percentage of the employee's Pension Benefit Contribution as determined by the Pension Board of Trustees.

Pension Deficit Reduction Plan for 2017-2019:

2017	2017	2018	2019
<u>Jan 1</u>	<u>July 1</u>	<u>July 1</u>	<u>July 1</u>
96%	112%	128%	144%

The Pension Deficit Reduction Plan is subject to change by the Pension Board of Trustees.

This deduction shall be made based on the employee's Pension Benefit Contribution. The deduction shall be a pre-taxed deduction shown as separate entries on each employee's pay advice. There shall be no hourly wage reduction.

Any member temporarily working out of this bargaining unit shall continue to contribute to the Pension fund and deficit reduction plan. Any City employee outside of this bargaining unit temporarily working under this contract will not have any Pension or deficit reduction plan deduction.

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 2017-2018:

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 written authority given to it by any member of the Union or other representative organization, 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 \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees 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.
- 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 Group Health 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.
- 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.

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-one (31) 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 he/she was 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 his/her 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)
- Fourth of July
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- The day immediately following Thanksgiving Day
- Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

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

6.15 Wellness

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

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

- 6.15.2** Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved 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** The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

LOU/MOU TABLE OF CONTENTS

The following Memorandum of Understanding is incorporated into this Agreement by reference and shall remain in full force and effect during the term of this Agreement.

	<u>Date Signed</u>
1. MOU Re: Pension Rehabilitation Plan – Preferred Schedule	June 29, 2011