

2018 - 2021
AGREEMENT
By and Between
CITY OF TACOMA
and
TEAMSTERS LOCAL #313

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and
TEAMSTERS
LOCAL #313

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TEAMSTERS LOCAL #313 (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 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 objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedure which it established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

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 laws, the city charter, and city ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law, city charter or city ordinances are paramount and shall prevail.

ARTICLE 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 within the bargaining unit defined by the classifications listed in Appendix A to this Agreement.

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 Joint Labor Committee in the same manner as it would 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 exchanged 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 effect this end.

ARTICLE 4 - UNION MEMBERSHIP AND DUES

Section 4.1 It shall be a condition of employment that all employees of the City covered by this Agreement, who are, who become, or have been members under previous agreements, shall remain members in good standing during the term of this Agreement.

It shall also be a condition of employment that all employees, hired on or after January 1, 1976 shall on the thirtieth (30th) day following the beginning of such employment or execution of this agreement whichever is later, become and remain members in good standing in 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 teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 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 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.

Section 4.4 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.

Section 4.5 The Union further agrees that in the event that the City undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 A grievance under this Agreement is hereby defined as an alleged violation of a specific item of any Article of this Agreement and filed by either an authorized Union representative acting on behalf of an employee, or an employee in a recognized classification, or a grievance filed by the City.

All grievances must be filed as soon as possible but not later than 30 calendar days after the 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 5.2 An employee having a complaint may first take up the matter with their immediate supervisor. If no satisfactory answer or disposition is received within seven calendar days, the complaint may be processed as follows:

Step 1 The employee and/or their union representative may as soon as possible, but no later than thirty (30) calendar days after the occurrence of the circumstance giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing the section or sections of the contract violated and the proposed remedy, and submit same to the immediate supervisor or City official most immediately involved, with a copy to the City's Labor Relations Division. The supervisor or official shall, within seven (7) calendar days, send a written response to the Union representative, with a copy to the City's Labor Relations Division.

Step 2 Failing to resolve the grievance in the first step, the Union representative shall, within seven (7) calendar days of receipt of the supervisor's response, submit the grievance in writing to the head of the employee's department or division, or their designated representative. Management shall, within seven (7) calendar days of receipt of the grievance, send a written response to the Union representative, with a copy to the City's Labor Relations Division. If the matter is not satisfactorily settled or adjusted at this stage, the Union representative may then process the grievance as provided in Step 3.

Step 3 Failing to resolve the issue in the second step, the Union shall within seven (7) calendar days of the department head's response, contact the City Human Resources Director in writing, copying the applicable department head and the City's Labor Relations Division, 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, seven (7) calendar days from the time the Union contacts the City's Human Resources Director, 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 hereafter provided for in this Agreement.

Section 5.3 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 all employees represented by the Union.

Section 5.4 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 within any extension of time which may be agreed to, may be referred to the next step of the grievance procedure, a time limit to run from the date when time for a disposition expired.

Section 5.5 The Union must notify the Human Resources Director in writing, with a copy to the City's Labor Relations Division, of the desire to submit the grievance to arbitration within thirty (30) calendar days of the day that written disposition was taken under the steps 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 to be settled on the basis of the written disposition made in the last step of the grievance procedure. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or Federal Mediation and Conciliation Service. Within ten (10) calendar days after receipt of the list of arbitrators, both parties shall meet and each shall strike a name until one (1) arbitrator is selected. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one.

Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own witnesses and presenting its own case, including attorney's fees. The cost of the arbitrator and all other joint 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 their power shall be limited to an interpretation or application of this Agreement. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator, unless otherwise agreed to by the parties and the arbitrator.

Section 5.6 It is understood that there shall be no suspension of work, slow down, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 6 - WORK STOPPAGES

Section 6.1 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 determined by the City.

Section 6.2 It will not be considered a violation of Section 6.1 herein, above, if, following a discussion with their supervisors, employees covered by this Agreement refuse to cross a picket line where physical health or safety may be jeopardized by doing so.

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 or 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 for just cause ; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the methods, means and personnel by which such operations are to be conducted; (f) take any actions necessary in conditions of emergency, regardless of prior commitments and (g) temporarily alter work hours in special circumstances, 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 the terms of this Agreement.

ARTICLE 8 - SAFETY STANDARDS

Section 8.1 - All work shall be done in a competent and professional manner.

Section 8.2 - The City and Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be complied with. Employees who willfully disregard reasonable and/or mandatory safety regulations shall be subject to disciplinary action.

Section 8.3 - The City and employees agree to abide by WAC 296-24 relating to Personal Protective Equipment and to have appropriate Safety Committees.

Section 8.4 – Incident and Accident Prevention Incentive: Any driver within the unit (CSC 5012, 5013, 5019, 5035) will be eligible to receive two (2) “incentive days” in recognition for incident and accident free safe driving and equipment handling practices. Any incident and/or accident while volunteering in a snow plow shall be excluded. This will be awarded in January of the

following year when no “at fault” incidents and/or accidents are reported in the prior calendar year. The incentive day shall not carry over into the next year or be cashed out; it may be used in place of Vacation leave or Personal Time Off (PTO) for scheduling purposes.

ARTICLE 9 - COMPENSATION PLAN

Section 9.1 - The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code as now enacted or hereafter amended is hereby incorporated as part of this Agreement for the purpose of information for the members of the Union. Wages and longevity pay will be paid in accordance with Appendix A of this contract.

Section 9.2 – There shall be a maximum of two hundred forty hours (240) of accrual of Compensatory Time. Compensatory time may be taken in conjunction with scheduled time off subject to prior approval of management. Compensatory time shall not be used for purposes of bidding for vacation time and blocking out dates to be used throughout the year.

Section 9.3 – Compensatory Time for All Bargaining Unit Employees.
Compensatory time may be earned and used at the prior approval of management in increments of no less than one hour and up to a total of 240 hours between the months of January and December. Compensatory time may only be earned with prior approval from general government department/TPU division head. Effective December 31, 2012 any unused compensatory time must be taken or will be paid out at the end of the year in which it is earned.

ARTICLE 10 - BENEFITS

The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be “status quo” until expiration of this Agreement and in accordance with RCW 41.56.123(1).

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 shall be read in conjunction with Appendix B.

Section 10.1 Sick allowance with pay shall be as provided by the Joint Labor Agreement and Section 1.12.230 of the Tacoma Municipal Code.

Section 10.2 Personal Time Off with pay (PTO) shall be as provided for by the Joint Labor Agreement and Section 1.12.248 of the Tacoma Municipal Code. Eligible bargaining unit employees may enroll in the PTO plan on a voluntary basis at the time of hire and during periodic open enrollments, at which times they will be provided written information explaining and comparing PTO and sick and vacation leave.

Section 10.4 – On-the-Job Injury. On-the-job injury shall be as provided by the Joint Labor Agreement and Section 1.12.090 of the Tacoma Municipal Code.

Section 10.5 Holidays shall be as provided by the Joint Labor Agreement and Section 1.12.200 of the Tacoma Municipal Code. Also, an employee shall be paid time and one half (1-1/2) for all hours worked on a holiday in addition to holiday pay. If a holiday falls during an employee's approved vacation period they shall be paid holiday pay for such day in lieu of vacation pay.

Section 10.6 Medical, hospital, dental, vision and long-term disability insurance shall be as provided by the Joint Labor Agreement and Section 1.12.095 of the Tacoma Municipal Code.

Section 10.7 Group life insurance shall be as provided by the Joint Labor Agreement and Section 1.12.096 of the Tacoma Municipal Code.

Section 10.8 Vacations shall be as provided by the Joint Labor Agreement and Section 1.12.220 of the Tacoma Municipal Code.

Section 10.9 Bereavement Leave shall be provided as in the Joint Labor Agreement, if added, and as provided in Section 1.12.230.B 5a and 5b of the Tacoma Municipal Code, that states that, upon approval by the department head, a maximum of four days' sick leave may be granted for the death of spouse, father, mother, foster parent, brother, sister, child or foster child of the employee, and that for the purposes of attending the funeral, upon approval of the department head, a maximum of one day's sick leave may be granted for the death of grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee or the death of a father, mother, foster parent, brother, brother-in-law, sister, sister-in-law, child, foster child, grandparent, or grandchild of the spouse of the employee.

ARTICLE 11 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2018, to and including December 31, 2021, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties thereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin in the final year of this Agreement, and in no event later than ninety (90) days prior to the termination of this Agreement.

ARTICLE 12 - NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination based on applicable state or federal law. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

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

Section 12.3 Employees who feel they have been discriminated against or unlawfully harassed shall be encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Officer. Nothing in this section shall prohibit employees from seeking relief through other channels.

ARTICLE 13 - UNION ACTIVITIES

Section 13.1- Posting of Agreement and Notices A copy of this Agreement shall be posted in a conspicuous place at each major work site. Union bulletin boards: The employer agrees to provide suitable space for the union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

Section 13.2 - 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 13.3 - Authorized Union representatives may, after notifying the City official in charge, have access to the work locations of employees covered by this agreement during working hours for the purpose of investigating conditions on the job and ascertaining that this agreement is being adhered to, provided however, that there is not interruption of the City's work schedule. This section is not intended to prevent an authorized Union representative from accessing members' work sites nor prevent employees from accessing their Union representatives.

Section 13.4 - Authorized Union representatives may, upon specific request, review wage records, and, with the employee's authorization, personnel files and benefit records for bargaining unit employees.

Section 13.5 - Shop stewards shall be permitted to devote reasonable periods of time during normal working hours without loss of pay for the investigation, presentation, and settlement of employee grievances. Such periods of time shall be devoted only with the approval of the steward's immediate supervisor and further provided that such approval shall be not unreasonably withheld. Shop stewards shall report back to their supervisors upon return to work.

Section 13.6 - Union Activities. Pursuant to RCW 41.56 there shall be no unlawful discrimination against Union members or officers for union activities.

Section 13.7 – The City shall pay up to four (4) employees at their regular rate of pay up to a total of four hundred (400) hours of paid release time, this time may be extended by mutual consent between the City and the Union, for time spent attending formal contract negotiations during their regularly scheduled work time. The City shall not incur any overtime liability as a result of employee participation in formal contract negotiations. Participants will provide their supervisor with adequate notice of when they will be attending formal contract negotiations.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

Section 14.1 – The Standard Work Week. The standard work week shall consist of five (5) consecutive eight (8) hour days, exclusive of an unpaid lunch period, Monday through Friday.

Section 14.2 – Work During A Declared Emergency. In the event of a declared emergency by the City Manager, Director of Environmental Services, their designee, or a higher authority, the City reserves the right to assign employees as needed to tasks, including tasks outside of normal class specifications. This provision is not intended to work employees in different classifications without receiving appropriate compensation, or to require such employees to continue to work out of class after the state of emergency is declared to be over.

Section 14.3 – Rest Breaks and Meal Periods.

Per the State of Washington Department of Labor and Industries Administrative Policy for Meal and Rest Periods, referring directly to RCW 49.12 and WAC 296.126.092, the following shall be made available to employees, upon the discretion and prior approval of management.

- A. Employees shall be allowed to schedule and combine their two (2) fifteen minute rest breaks and their thirty (30) minute lunch break in any of the scenarios listed below as long as the practice does not result in operational inefficiency and is approved by management. Management reserves its right to restrict or modify this practice if the practice of any or all the divisions represented in this contract results in operational inefficiency. Management will notify the Union a minimum of two (2) weeks prior to the implementation of the restriction or modification.

Combine (2) 15-minute rest breaks with lunch period

Combine (1) 15-minute rest break with lunch period

Combine (2) 15-minute rest breaks only

Section 14.4 – Overtime. Employees shall be entitled to overtime compensation based on their regular rate of pay as provided in this Article. At the request of the employee, the supervisor may authorize time and one-half (1-1/2) cash compensation, equivalent compensatory time off or a combination thereof, consistent with Tacoma Municipal Code 1.12.080.

- A. Scheduled Overtime. Overtime that is scheduled prior to the end of the previous regular work day to meet the needs of the department. Employees will be notified of any potential scheduled overtime as soon as it becomes known to the Division. All other overtime is considered unscheduled.
- B. Overtime in the Standard Work Week. All work performed in excess of eight (8) hours per day shall be paid at time and one-half (1.5) of the employee's regular rate of pay.
- C. Overtime Outside of the Standard Work Week. In a standard workweek, all work performed on the employee's first day off (Saturday) shall be paid at time and one-half (1.5) of the employee's regular rate of pay. All work performed on the employee's second day off (Sunday) shall be paid at double time the employee's rate of pay.
- D. Emergency Overtime. This is defined as any situation requiring an undelayed response to eliminate, contain, or prevent damage to property or health hazards to the public. The Employer will assign emergency overtime in accordance with Section 14.2.

Section 14.5 - Call Back. Employees who are called back to work after either clocking out or leaving the premises shall be guaranteed a minimum of two (2) hours paid at the appropriate overtime rate.

Section 14.6 – Fatigue Time. Employees working a call-out, standby call or overtime that ends less than eight (8) hours before their next scheduled shift shall be allowed to use accrued compensatory time, sick leave, vacation or PTO leave for a maximum of an eight (8) hour rest break, if desired, before returning to their regular shift.

Section 14.7 – Environmental Services Solid Waste Division

A. Completion of Assigned Routes. It is the Division's policy and mandatory that all personnel finish assigned routes even if it requires overtime. Failure to do so will result in disciplinary action.

B. Overtime Assignments.

1. Overtime assignments shall be offered to the most senior qualified driver with a bid position within a work section. In the event volunteers do not fill overtime assignments, management retains the right to assign overtime by inverse seniority starting in the same work section.

The work sections are:

- a. Transfer
 - b. Commercial Fork Box
 - c. Commercial Barrels
 - d. Residential Garbage
 - e. Residential Recycle
 - f. Residential Yard Waste
 - g. Drop Off Box
 - h. Commercial Caster
 - i. Call-2-Haul
2. Weekday Overtime – As a general rule, overtime during a regularly scheduled workday (Monday – Friday) will be offered to the most senior bidded drivers within a work section that day. In the event the most senior bidded drivers working in a work section are unable to fill overtime assignments, then overtime shall be offered by seniority to the drivers who are trained, eligible, and have worked in that work section at least one time within the last three months. If still unfilled, it shall be offered by seniority to the drivers who are trained, eligible, and have worked in the work section within the last year. If no one is available in that work section, management may assign overtime to any qualified personnel still on the clock for same day overtime, before utilizing call back overtime. The number of drivers required to complete the overtime assignment should be within reason and at management's discretion. Employees already working an overtime assignment shall have the option to waive any additional overtime assignments for that day unless deemed an emergency by management.
 3. Weekend Overtime (Saturday and Sunday) – As a general rule, overtime will be offered to the most senior bidded drivers within a work section. In the event the most senior bidded drivers working in a work section are unable to fill overtime assignments, then

overtime shall be offered by seniority to the drivers who are trained, eligible, and have worked in that work section at least one time within the last three months. If still unfilled, it shall be offered by seniority to the drivers who are trained, eligible, and have worked in the work section within the last year. The number of drivers required to complete the overtime assignment should be within reason and at management's discretion.

4. Employees on Vacation. In accordance with this Section's Paragraph Two above:
 - a. All unscheduled overtime shall be available to employees on vacation, on a voluntary basis. Employees on vacation shall be called for unscheduled overtime, if the call is not answered, the employer may move to the next eligible employee.
 - b. All employees requesting to work scheduled overtime, including those planning to be on vacation, must sign up on the overtime list prior to the closing date of the list. An employee on vacation may arrange for a co-worker who is at work to sign them up for overtime.
5. As significant new overtime situations arise, that are not clearly addressed herein, the situation shall be discussed by management and a Union representative, and bargained in accordance with state law.

C. Vacancies

1. A permanent route shall be defined as a route, either residential, commercial, or transfer, driven fifty percent (50%) or more of the time in a ninety (90) day period. Routes not driven fifty percent (50%) of the time over a ninety (90) day period shall be posted for bid with the exception of fill-in transfer drivers, who shall be able to reclaim their original status in their bid position and shall not lose their bid route.
2. Routes will be posted within twenty (20) days of when a vacancy occurs at which time all permanent Driver/Collector personnel, may bid for the opening. The one exception being if a driver chooses not to drive their permanent route the majority of the time, they will not be eligible to rebid their route the next time it is posted for bid. The successful bidder shall be determined by seniority in accordance with the Solid Waste Collector/ Driver Seniority List.
3. When a route is filled by the bidding process, the successful bidder will be given fourteen (14) calendar day tryout on the new route for weekly bid routes, and a thirty (30) calendar day tryout on the new route for every-other-week bid routes.
 - a. If a route is posted and no bids are received, the route will be assigned by reverse order of seniority. This does not prevent the assigned person to bid other routes until their bidding requests have been exercised.
 - b. A driver on an assigned route may request consideration to become a floater. Such requests will be considered and implemented if it is determined to be in the best interest of the division.
 - c. Route vacancies created by medical problems which exist for more than a nine (9) month period will be posted for bid. If the person becomes capable of returning to the route after it has been filled, the employee will be able to reclaim their original

status on the route. The person being replaced will return to a floater position or will be placed on an open existing route. However, this employee will be eligible to bid on existing vacant routes when they are posted.

- d. Temporary route supervisor personnel or any other personnel assigned to temporary or special assignment for a period that exceeds nine (9) months shall vacate their status on their route. If such an individual subsequently returns to said route, the employee will be able to reclaim their original status on that route. The same procedure shall be followed as described above for that person being replaced.
4. If for any reason a Solid Waste Collector/Driver is displaced, the displaced bidder will be allowed to return to their last held position, if the displacement exceeds or is anticipated to exceed five (5) calendar days.
 5. Drivers who have qualified but not operated a vehicle for a year shall be retrained and be cleared to operate those vehicles on a yearly basis. This training period will be up to five (5) working days.
 6. Employees shall be allowed to bid on transfer program shift/route openings based on seniority.
 - a. At the end of the first thirty (30) calendar days as a transfer program driver, the employee may elect to return to their previous bid route.
 - b. Any time after thirty (30) calendar days transfer program drivers may request consideration to revert to an available floater position or bid on another available route. Such requests will be considered and granted if it is determined to be in the best interest of the Division.
 - c. Shift/route openings within the transfer program will be bid by seniority from the Solid Waste Collector Driver seniority list. If there is not a sufficient number of bidders for such shift/route openings then the shift/route opening will be filled by inverse seniority.
 7. Filling of Short Term Daily Transfer Vacancies. When a daily vacancy exists for a transfer driver, the most senior Solid Waste Collector Driver who volunteered to be trained for driving transfer trucks and who successfully completed the training will be assigned to drive the transfer truck that day.

D. Floaters

1. Floaters will be required to fill routes on a day to day basis as required.
2. Assignments will be made by order of seniority, if practical, from the permanent full-time drivers that are available.
3. At the time that a two-person residential route is converted to an automated collection route, the individuals on the residential route will become floaters and will be eligible to bid on available routes when vacancies are available.

E. Management Right

Management reserves the right to temporarily assign personnel to other duties necessitated by physical limitation or when a certain work load requires a special assignment.

F. Vacations

1. Vacations shall be taken according to seniority and a seniority list shall be posted. Vacation schedules will be posted on the last week in October of each year for selection purposes and shall remain posted until January 1. The newly posted schedule shall show the number of employees who may be off on vacation each week. Any vacation days not selected by January 1 will be posted and bid on, by seniority, if empty or vacant.

2. Selection Procedure

- a. A vacation list showing available slots will be posted.
- b. Vacation sign-up will occur over a five week period.
- c. The first full week in November is allowed for the most senior twenty percent (20%) to select in order of seniority order. Half of the most senior employees, ten percent (10%), will turn in their vacation schedules on Monday of the first full week in November, and the remaining ten percent (10%) of employees will turn in their vacation request on Wednesday of the same week.
- d. During the second week and each subsequent week the next twenty percent (20%) of employees will continue this process until complete.
- e. Solid Waste staff will update the vacation schedule as the requests are turned in and post the calendar with available remaining slots every Friday.
- f. Those employees not signing up in their scheduled week shall lose their choice of vacation and must take whatever is left and select in the next twenty percent (20%) selection period.

3. Vacation Cancellations

- a. If an employee chooses not to take a scheduled vacation the employee will have the ability to reschedule the vacation in the weeks and days that remain available.
- b. In the event an employee cancels a previously bid vacation week they will do so a minimum of ten (10) working days prior to the first day of the scheduled vacation. This will allow the City to rebid the vacation by seniority.
- c. If an employee cancels less than a full week of their vacation within ten (10) or more working days of the intended vacation start date, the days will be issued via written request on a first come basis.
- d. If an employee cancels any previously bid vacation days within less than ten (10) working days of the intended vacation start date, the available days may be granted on a first come basis at management's discretion.

- e. Employees that cancel vacation days within less than five (5) working days of the intended vacation start date will be required to take the scheduled vacation days.
- f. Vacation cancellation requirements may be waived by management for any unforeseen emergency prior to the start of vacation.

G. Floating Holidays. Solid Waste employees shall be allowed to schedule two (2) floating holidays between January 1 and November 30 of each year. Employees must provide at least thirty (30) days advance written notice for the requested day(s) off. If more than one request is submitted on the same day for the same day(s) off, the more senior employee shall be granted the request first, if that request is approved by management. Management shall respond to the request within seven (7) calendar days of receiving the request. The scheduled time off will be recorded on the appropriate calendar.

For purposes of this section, floating holidays cannot be scheduled on days that exceed the daily allowance for granted time off.

H. Holidays. Solid Waste employees covered under this agreement may be assigned to work any holiday when the Recovery and Transfer Center is open to the general public. Non-working holidays are: New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day. All employees working a Saturday which is a make-up day for a non-working holiday occurring during that work week shall work routes in accordance with Paragraph B, Overtime Assignments, of this Section.

Section 14.8 – Environmental Services Business Operations Division Biosolids Section

- A. Notification of Shift Changes. The City will provide the Union at least twenty-four (24) hour notice in advance of any intended change in shift hours.
- B. Biosolids Hauling Driving Assignments. Employees outside the bargaining unit may move biosolids trucks being loaded within the loading and staging area within the plant site.
- C. Daily Bidding.
 - 1. Employees will be eligible to bid for a specific assignment and/or equipment, by seniority, on a daily basis.
 - 2. Employees who are not present for the daily bid will be assigned by management, unless the employee records their bid with a supervisor prior to not being present.
 - 3. Successful bidders will not be allowed to bump into another bid position on a daily basis.
- D. Daily Assignments. It is required that all personnel finish their bid assignments for the day even if it requires overtime.
- E. Clean-Up/Uniform Change.
 - 1. Standard lunch includes a ten (10) minute clean-up and thirty (30) minute unpaid lunch.

2. Up to ten (10) minutes is allowed as needed prior to the end of a shift for clean-up and uniform change.

Section 14.9 – Environmental Services Maintenance Division Transmission Section

A. Stand-By

1. An employee assigned to stand-by shall receive three dollars (\$3.00) for all such hours. The employee will be subject to call out during all hours for which they are receiving stand-by pay. The employee is required to be in telecommunications range to ensure their availability to return to duty within thirty (30) minutes of the call. Once an employee on stand-by status receives a call and has to take any action in response to that call, he/she shall be considered “called out” for compensation purposes. Travel time to the worksite or call out location is to be counted toward the two (2) hour minimum overtime pay. The three dollar (\$3.00) per hour stand-by pay will cease until the employee is no longer receiving overtime compensation for performing City work as a result of the call out.
2. A voluntary sign-up sheet for standby time will be posted each year. Standby weeks will be assigned, equally, from the pool of employees who have signed said document.
3. Nothing in this clause shall be construed as preventing employees from trading assignments once they are made, provided the supervisor is notified in advance of the week in question as explained in this Section.
4. Employees on stand-by who desire to trade assignments shall give their supervisor, either in the presence of their supervisor or by confirmation of the supervisor, twenty-four (24) hours prior notice before the shift of the employee who is trading, of the trade and who will be working the stand-by. The employee accepting the trade must also confirm the trade with the supervisor in the same timeframe as above. Additionally the employee initiating the trade shall transfer the stand-by materials and truck, if applicable, to the employee working the stand-by assignment.
5. In the event no volunteers are available, management retains the right to assign employees in reverse order of seniority from the list of stand-by personnel. Employees assigned to stand-by shall be allowed the use of a City vehicle for official use while on duty.
6. Telephone Calls During Stand-By Status. For each twenty-four (24)-hour calendar day, and when in stand-by 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 twenty-four (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 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.
7. Voluntary Stand-By Assistance List. In the event there is a potential need for additional employees to assist with Stand-by, a sign-up sheet shall be posted by seniority in

classification, employees may sign their name on a voluntary basis. Management will make the determination of how many employees/crews are needed. Employees shall be called in by seniority in classification from this list.

B. Pump Watch.

1. Pump Watch work shall be assigned from volunteers. Initially, the volunteers shall be placed on a list by seniority order. Assignments shall be rotated through the list in order. If an employee is unable to take pump watch, the assignment will go to the next person on this list. Pump watch duties may not be traded.
2. Employees working overtime for pump watch during the first twenty-four (24) hours shall receive a meal allowance. After the first twenty-four (24) hours, weekday and weekend shifts shall be considered scheduled shifts without a meal allowance except as qualified by Section 15.1.B of this contract.

C. Scheduled and Unscheduled Overtime. All overtime, except pump watch, will be assigned on the basis of seniority in classification and will not be on a rotation basis.

D. Upgrades and Relief Work.

1. If a temporary upgrade or transfer is expected to continue in duration for more than two (2) hours, the upgraded/transferred employee must be selected from the appropriate upgrade list. If the upgrade list has expired, the upgraded/transferred employee must be selected by seniority from the expired list, until a new list is established. If, however, a temporary upgrade or transfer is necessary for an assignment of less than two (2) hours in duration, the employee will be selected at the discretion of management to avoid displacing or rearranging crews unnecessarily. This language is intended to cover incidental and unplanned upgrades/transfers and is not intended to be used for scheduling purposes.
2. On a daily basis when a Sewer Heavy Equipment Operator (SHEO) is not available, management may upgrade a qualified employee to perform SHEO work for a minimum of one-half (1/2) hour and a maximum of two (2) hours at the SHEO pay consistent with Appendix A. If the upgrade exceeds two (2) hours, the upgraded employee must be selected from the appropriate upgrade list.

E. Shift Incentive Pay and Swing Shift.

1. The following three criteria must be met for shift incentives to apply:
 - a. The shift must have been formally assigned by management;
 - b. The shift is part of the employee's ongoing work schedule; and
 - c. The employee must actually work the shift.
2. An employee assigned to work the swing shift and who meets the defined criteria shall receive shift incentive pay, which is an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). Employees will receive shift differential only

for actual hours worked on that shift. The City and Union agree that an employee assigned to any shift that begins:

- a. On or after 2:30 p.m., but before 8 p.m., will receive the swing shift application of rate.
 - b. On or after 8 p.m., but before 4 a.m., will receive the graveyard application of rate.
 - c. On or after 4 a.m., but before 2:30 p.m., will not receive an application of rate.
3. Swing shift employees shall not respond or perform stand-by calls.
 4. Swing shift upgrades shall be disbursed to swing shift crew members on the appropriate upgrade list. The day shift and swing shift upgrades shall not interchange, unless there are not enough swing shift employees on an eligible list for upgrades. In this case, upgrades shall be done in the same manner as day shift upgrades.
 5. Swing shift employees shall return to the day shift during their stand-by week, and resume swing shift after their stand-by week is complete.
 6. One employee assigned as the Senior Sewer Worker on the Swing Shift shall receive Step 4 of the Senior Sewer Worker pay. If there is more than one employee on the upgrade list who works the same Swing Shift, the employee highest on the upgrade list shall receive the Step 4 pay.

F. Reassignments.

1. Reassignments are required under the following circumstances:
 - a. To establish that all employees are adequately trained in all equipment;
 - b. Employees are exposed to different work groups to maintain good teamwork;
 - c. If crew is shut down due to equipment, attendance, or job requirements employees will be reassigned to meet department requirements; and
 - d. Management reserves the right to temporarily assign personnel to other duties necessitated by physical limitation or when a certain workload requires a special assignment. This includes problems with attendance. When attendance problems arise, some positions may or may not be dispatched. Sewer Transmission Maintenance will be dispatched with the needs of the Section in mind.

2. Bid Jobs to be Annually Assigned.

Sewer Worker	CSC 5010	Permanent
Senior Sewer Worker	CSC 5011	Permanent
Sewer Equipment Operator	CSC 5012	Permanent
Sewer Heavy Equipment Operator	CSC 5013	Permanent

- a. Employees in the above classifications will be eligible to bid for a specific assignment or equipment. All bidding will be determined by seniority in appropriate classifications. All biddable assignments/equipment will be posted for five (5) working days.
 - b. It will be the responsibility of the eligibles to check on biddable jobs as they are posted. If an employee is not present and they think a job will be posted it will be their responsibility to make arrangements for their bid to be recorded.
 - c. Equipment will be assigned by supervision to crews. If equipment or assignment is not available the bidder will be reassigned at Supervision's discretion.
 - d. New equipment and assignments will be bid, unless the new equipment is a replacement vehicle. Replacement vehicles will go to the crew or operator of the vehicle being replaced. Any new equipment or new positions will be open to all eligible bidders unless the new equipment is to replace existing equipment.
 - e. Bidding does not preclude management from making changes in the number or the make-up of crews.
 - f. Management reserves the right to remove any bidder for cause. (A bidder may request a review of the decision by the labor/management team. Make-up of team includes two (2) selected by the Union and two (2) selected by management.)
 - g. Management may reassign any bid position to perform any unusual or unexpected job requirements. This may be because of attendance or projects.
 - h. No bidder may have more than one successful bid in any one calendar year. The one exception will be for a newly created position.
 - i. A successful bidder may upgrade to another classification providing the individual is on the eligible list.
 - j. Successful bidders will not be allowed to bump into another bid position within the same classification.
3. Vacancies.
- a. Positions will be posted within twenty (20) days of when a vacancy occurs at which time all permanent employees may bid for the opening, in their classification. The successful bidder shall be determined by seniority in classification. The bidding process will be held open for five (5) working days from the date of the posting.
 - b. When a position is filled by the bidding process, the successful bidder will be given a thirty (30) day trial in the new position. Once accepted in the position the successful bidder may not bid on another position for a period of one year. If a position is posted and no bids are received, the position will be assigned by order of seniority, or as needed by the Sewer Transmission Maintenance Section.
 - c. A bidder in an assigned position may request consideration to be placed in another vacant position. Such requests will be considered and implemented if it is

determined by union and management to be in the best interest of the Sewer Transmission Maintenance Section.

- d. Position vacancies created by medical problems which exist for more than a three (3) month period will be posted for bid unless mutually agreed otherwise by both parties. If the person becomes capable of returning to the position after it has been filled the employee will be able to reclaim their original status in the position, unless mutually agreed otherwise by both parties. The person being replaced will return to a position that is open in their classification. However, this employee will be eligible to bid on existing vacant positions when they are posted.

4. Non Bidders.

Employees choosing not to bid will be required to fill Sewer Transmission Maintenance Crew positions on a day to day basis as required to meet the needs of the section.

G. Clean-Up/Uniform Change.

1. Standard lunch includes a ten (10) minute clean-up and thirty (30) minute unpaid lunch.
2. Up to ten (10) minutes is allowed as needed prior to the end of a shift for clean-up and uniform change.

ARTICLE 15 – MEAL, BOOT, GEAR AND GLOVE ALLOWANCE

Section 15.1 – Meal Allowance

- A. Unscheduled Overtime Meal Allowance: An employee working nonscheduled overtime at least two (2) hours before or beyond their regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance of \$15.00. For the purposes of this provision, overtime compensation resulting from an unscheduled continuation/extension of a shift shall be eligible for a meal allowance and is considered “unscheduled overtime”. If a call is received and requires a response within one (1) hour past the end of an employee’s shift, the overtime will be considered a continuation/extension of a shift and shall be eligible for a meal allowance per this provision.
- B. Scheduled Overtime Meal Allowance: An employee will not be eligible for a meal allowance when working scheduled overtime or in Standby Pay status until the number of hours worked exceeds what would be their normally scheduled total daily hours of work, at which time they shall be eligible for a meal allowance per the “unscheduled overtime” provision above.

Section 15.2 - Boot and Foul Weather Gear Allowance. Bargaining unit members required to wear safety related footwear in the performance of their assigned duties shall receive a two hundred seventy-five (\$275) annual allowance, made payable in January of each year, for the purchase of steel-toed safety shoes. Appropriate footwear purchased by employees must meet the criteria set forth by the City Safety Officer. The City will continue to provide Personal Protective Equipment as required by applicable safety codes such as hard hats, reflective rain gear, and safety vests, but not including footwear. Replacement boots and foul weather gear, if needed and approved by the Safety Officer or Management, may be allowed and provided on a case by case basis. Sewer Transmission and TAGRO will continue to provide rubber safety

steel toed boots per the current practice for safety and health reasons where employees work in wet conditions. Employees must turn in their worn boots or foul weather gear prior to receiving new items.

Section 15.3 - Glove Allowance Solid Waste Collector Drivers assigned to “can-throwing” routes shall receive up to five (5) pairs of leather and rubber gloves with liners per year; Solid Waste Collector Drivers assigned to “automated” trucks shall receive up to three (3) pairs of leather gloves and three (3) pairs of rubber gloves with liners per year. Employees will turn in their worn gloves after they have received all six pairs and prior to receiving a new pair in any given year.

ARTICLE 16 - 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.

ARTICLE 17- DISCIPLINE

Permanent employees in the classified service 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 17.1 The employee shall be entitled to have a Union and/or legal representative present at any meeting held with the Employer to discuss potential disciplinary action. The Employer shall inform the employee of this right.

Section 17.2 Upon request by the employee, the Employer will hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation and notice of intent to suspend, demote or terminate. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 17.3 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 17.4 The Employer may place an employee on paid administrative leave pending the final decision resulting from the pre-disciplinary hearing.

Section 17.5 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 17.6 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.

Section 17.7 A suspension of more than three (3) days, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 5 of this Agreement. Suspensions of three days or less are not subject to the arbitration step 4 of the Grievance Procedure. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure. The disciplined employee may provide input when Management is determining when to schedule a suspension.

Section 17.8 Letters of reprimand will become inactive after three (3) years. They may be used in cases of demotion, suspension, termination, or arbitration.

- A. 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.
- C. All letters of reprimand, suspensions and/or discharges must be issued within forty-five (45) calendar days of the incident or within forty-five (45) 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 time frames can be extended upon mutual agreement by the parties.

EXECUTED IN TACOMA, WASHINGTON, THIS ____ DAY OF _____, 2019.

City of Tacoma
a municipal organization

Teamsters Local #313

City Manager

Secretary Treasurer

Senior Labor Relations Manager

Business Agent

Finance Director

Approved as to Form:

City Attorney

Attest:

City Clerk

APPENDIX A
Teamsters, Local #313
Bargaining Unit

<u>2018 Wage Rates</u>							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
5010	Sewer Worker	23.28	24.44	25.66	26.94	28.29	29.70
5011	Sewer Worker, Senior*	32.60	34.23	35.94	37.74		
5012	Sewer Equipment Operator	29.57	31.05	32.60			
5013	Sewer Heavy Equipment Operator	33.18	34.84				
5019	Biosolids Distribution Operator	26.82	28.16	29.57	31.05	32.60	
5035	Solid Waste Collector Driver	29.58	31.06	32.61			

* All existing current Senior Sewer Workers will move to Step 4, effective the date of ratification by the Union of this Agreement.

Bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement, and retirees, shall receive a wage increase of two and one-half percent (2.5%), retroactive to January 1, 2018.

<u>2019 Wage Rates</u>						
		Step 1	Step 2	Step 3	Step 4	Step 5
5010	Sewer Worker*	25.16	26.42	27.74	29.13	30.59
5011	Sewer Worker, Senior	33.58	35.26	37.02	38.87	
5012	Sewer Equipment Operator	30.46	31.98	33.58		
5013	Sewer Heavy Equipment Operator	34.18	35.89			
5019	Biosolids Distribution Operator	27.63	29.01	30.46	31.98	33.58
5035	Solid Waste Collector Driver	30.47	31.99	33.59		

* Retroactive to January 1, 2019, the Sewer Worker classification shall be reduced to five steps. Employees at the previous bottom step shall be moved to the new bottom step (formerly Step 2) effective January 1, 2019.

Effective January 1, 2019, bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement, and retirees, shall receive a wage increase of three percent (3%), retroactive to January 1, 2019. In addition, bargaining unit employees who are actively employed as of the date of ratification by the Union of this Agreement shall receive a one-time lump sum payment of three hundred dollars (\$300.00) in exchange for the Union's agreement to delete the Attendance Incentive.

Effective January 1, 2020, wages will be increased by three percent (3%).

Effective January 1, 2021, wages will be increased by two and one-half percent (2.5%).

Step Increase Timeframe: Step 1 at time of hire. Six (6) months shall be served before moving to Step 2. Eighteen months from date of hire shall be served before moving to Step 3 with movement to Step 4 and above occurring at one year intervals thereafter.

CDL Renewal

The employee should check with their supervisor regarding reimbursement for obtaining the initial CDL and medical card.

The Department will bear the cost associated with maintaining CDL renewal for employees whose job classification requires a CDL. CDL physicals performed by the City's occupational physician are done at no cost to the employee and billed to the Department. When other physicians perform CDL physicals, reimbursement will be only up to the current contract cost of the City's occupational physician; all further costs are the employee's responsibility.

Application of Rates

1. A Solid Waste Collector/Driver (CSC 5035) shall be compensated at the top step of Solid Waste/Collector Driver plus 5.9 percent when assigned as a Transfer Driver.
2. A Solid Waste Collector/Driver (CSC 5035) when assigned by management to a lead position shall receive an additional eight (8%) percent over base pay for performing additional duties and responsibilities as outlined by management.
3. A Biosolids Distribution Operator (CSC 5019) pulling or loading an equipment trailer, shall be compensated an additional five (5%) percent over their base wage rate for all time spent pulling or loading the equipment trailer.
4. The Biosolids Distribution Operator classification (CSC 5019) will be eligible for an additional 5.9% application of rate for all hours worked when assigned as a Transfer Driver.
5. Employees assigned to train and evaluate Solid Waste Collector/Drivers (CSC 5035) shall receive an additional five percent (5%) per hour for all hours so assigned.
6. On a daily basis any TAGRO employee required to operate a front loader for a period of fifteen (15) minutes or more will receive an upgrade to Sewer Heavy Equipment Operator (SHEO) pay consistent with other City of Tacoma contracts with Teamsters Local 117, General Unit.

7. Employee(s) assigned to work the pad will receive the upgrade for the entire shift.
Employee(s) assigned to work the late pad shift will receive the upgrade in pay for the two (2) hour minimum or actual hours worked, whichever is greater.

Longevity Pay

As provided in Ordinance 20938, the above classifications shall receive longevity pay consisting of:

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

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 2019:

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 of the Joint Labor Agreement.

- 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.

INDEX TO LETTERS OF AGREEMENT

<u>Description</u>	<u>Initial Date</u>
LOA Supplemental Pension Contributions	11/05/2008

**Letter of Agreement
between
City of Tacoma
And
Teamsters, Local 313
Supplemental Pension Contributions
Revised : _____, 2019**

This Letter of Agreement is between the City of Tacoma and Teamsters, Local 313. This Letter supersedes the previous Letters of Agreement pertaining to Supplemental Pension Contributions between the parties.

All bargaining unit employees shall suffer a gross wage reduction of \$80.00 per pay period. Said wage reduction shall be imposed regardless of the number of hours worked or regardless of whether or not the employee was on leave with pay for the entire payroll period.

After the reduction in each employee's gross wages, the City shall contribute \$80.00 per two-week pay period or a maximum of \$2,080 per year, on behalf of all employees performing work or on paid leave (paid sick leave or paid vacation) within the classifications covered by this Agreement. The City shall transmit said amount to the Western Conference of Teamsters Pension Trust (WCTPTF). These reports will include contributions for all payroll period ending dates falling within the month being reported. Non-bargaining unit employees who may be temporarily upgraded into a covered position shall not receive this contribution so long as the hours worked in the bargaining unit are incidental.

It is further agreed that this agreement is not to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union. This letter will expire with the expiration of the current collective bargaining agreement.

For Teamsters Local 313

For City of Tacoma

Secretary Treasurer Date

Elizabeth Pauli, City Manager Date

Terra Ament, Business Agent Date

Dylan Carlson Date
Senior Labor Relations Manager

William C. Fosbre, City Attorney Date

Approved as to form:

Cheryl Comer Date
Deputy City Attorney