

2015 - 2018  
AGREEMENT  
BY AND BETWEEN  
THE  
CITY OF TACOMA  
AND  
TEAMSTERS LOCAL UNION NO. 117  
GENERAL UNIT

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THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TEAMSTERS LOCAL UNION NO. 117 (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive bargaining representative.

**PREAMBLE**

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

**ARTICLE 1 - MISSION STATEMENT**

The Union and the City are committed to building a relationship based on respect, trust, and cooperation which fosters a flexible, problem solving environment where all employees can provide professional efficient customer service.

**ARTICLE 2 – TERM OF AGREEMENT & BARGAINING UNIT**

**Section 2.1 - Term of Agreement** This Agreement shall remain in full force and effect from January 1, 2015, to and including December 31, 2018, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. Any change or modification to this Agreement is not legally binding unless signed by the Union's Secretary-Treasurer, the City's Human Resources Director, City Manager, Utilities Director and appropriate Department Head.

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. The City shall pay up to a total of five hundred (500) hours of release time for City employees serving as the Union negotiating committee their regular rate of

pay for meetings spent in formal negotiations between the City and the Union. After the utilization of 500 hours of paid City time for labor team members, plus 8 hours for each Addendum, (which includes both hourly and salaried employees), meetings will be scheduled to begin after regular working hours.

**Section 2.2 – Bargaining Unit** The City hereby recognizes the Union as exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended for all employees in those classifications listed as follows:

- 0016 Police Administrative Support Specialist
- 4208 Forensic Specialist (non-commissioned)
- 4212 Latent Print Examiner (non-commissioned)
- 1101 Crime Analyst
- 1102 Crime Analyst, Senior
- 1099 Crime Program Technician
- 4210 Crime Scene Technician
- 5365 Animal Control and Compliance Officer
- 5001 Laborer
- 5002 Street Maintenance Worker
- 5023 Traffic Sign & Marking Specialist
- 5015 Asphalt Plant Operator
- 5016 Asphalt Plant Crew Leader
- 5020 Equipment Operator
- 5021 Heavy Equipment Operator
- 5025 Street Maintenance Crew Leader
- 0627 Solid Waste Worker
- 0628 Refuse Scale Operator
- 5205 Industrial Painter
- 5210 Concrete Finisher Crew Leader
- 5201 Carpenter
- 5040 Grounds Maintenance Worker
- 5041 Grounds Maintenance Crew Leader
- 5047 Hydro Grounds Maintenance Worker
- 0525 Tax & License Compliance Officer
- 0530 Tax & License Field Auditor
- 0529 Tax & License Office Auditor
- 0531 Senior Tax & License Field Auditor

\*Laborer Classification. With respect to this Agreement, classification 5001-Laborer shall apply only to temporary employees normally employed for a period of one hundred twenty (120) calendar days or less, for seasonal help such as the oil seal program, leaf pick-up program, snow removal, and other similar limited term programs which may require such employees to perform a portion of those duties allocated by the Classification Plan to entrance level classifications represented by the Union.

The City and Union agree to meet and bargain over the use of the Laborer classification for permanent positions. Such bargaining shall take place within six months of contract ratification.

### **ARTICLE 3 - SUBORDINATION OF AGREEMENT**

**Section 3.1** It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State law, the Tacoma City Charter and the Tacoma Municipal Code. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law and/or City Charter are paramount and shall prevail. When any provisions of this Agreement are in direct conflict with the Tacoma Municipal Code, this Agreement shall prevail.

**Section 3.2 Joint Labor Committee** It is the intent of the Union to carry out its responsibilities as a member of the Joint Labor Committee as provided in the Tacoma Joint Labor Agreement; the Tacoma Joint Labor Agreement shall be interpreted to give to said Joint Labor Committee any responsibility or authority extended to the Union as the exclusive bargaining representative by Chapter 41.56 RCW as last amended except as provided in said Tacoma Joint Labor Agreement. In the event there is a conflict between the Tacoma Joint Labor Agreement and this Agreement, the provisions of this Agreement shall prevail. If this Agreement is silent on a specific issue that is covered by the Tacoma Joint Labor Agreement, the Tacoma Joint Labor Agreement shall prevail.

### **ARTICLE 4 - HEALTH AND WELFARE COVERAGE AND OTHER 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 on 12/31/2016 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 2014-2016 Joint Labor Agreement.

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

**Section 4.1 – Medical Insurance** Medical, hospital and long-term disability insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 4.2 – Dental Insurance** Dental insurance through the United Employees Benefit Trust shall be provided to employees and dependents in classifications represented by the Union. The City's obligation to fund United Employees Benefit Trust will not exceed the monthly premium provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 4.3 - Sick leave notification** – As soon as possible, but at least thirty (30) minutes prior to scheduled starting time, employees shall notify their immediate supervisor that he/she will not report for duty. Failure to do so may result in loss of paid sick leave for that day and/or further discipline in accordance with Section 6.1. During periods of extended illness, employees shall keep their supervisors informed as to their progress and potential date of return to work. When an employee calls in sick, he/she shall indicate that he/she is taking sick leave and indicate whether the sick leave is for a family member or the employee and if the absence is FMLA related. When calling in sick, employees are not required to volunteer medical information to their direct supervisor, and the supervisor shall not inquire to the specific type of illness.

**Section 4.4 – Personal Time Off (PTO)**

Personal Time Off (PTO) shall be as provided in section 1.12.248 of the Tacoma Municipal Code and the Joint Labor Agreement. New employees will be allowed to opt into the PTO or vacation/sick program. If the employee opts into the PTO program, that decision is irrevocable. Current employees may enroll in the PTO program on a voluntary basis during the City’s PTO Open Enrollment periods.

**Section 4.5- Group Life Insurance** Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 4.6- Jury Duty** Jury Duty shall be as provided in Section 1.12.250 B of the Tacoma Municipal Code.

**Section 4.7 - Bereavement Leave** Bereavement Leave shall be as provided in Section 1.12.230 B. 5a. and 5b. of the Tacoma Municipal Code.

**ARTICLE 5 - REST BREAKS AND OVERTIME REST BREAKS**

**Section 5.1** Employees during regular shift shall normally have two (2) fifteen (15) minute paid rest breaks. The first such break shall be taken at approximately two (2) hours into the shift and the second approximately six (6) hours into the shift; such rest breaks to be in addition to the normally scheduled lunch break.

**Section 5.2** Employees working more than five (5) consecutive hours shall be entitled to a thirty (30) minute unpaid meal period, which shall be provided between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) consecutive hours worked. If an employee’s meal period is interrupted due to performing a work related task, the employee shall be permitted to complete his/her meal period when the task is completed.

Employees who work in the field and prior to their lunch period are subject to contact with chemicals, biohazards, or other dangerous materials will be given a five (5) minute clean up period before taking their thirty (30) minute lunch break.

Field employees shall have lunch breaks as directed by their Supervisor and may not be consistent with lunch breaks taken by other members of the crew in which they are working.

**Section 5.3** Employees shall have a fifteen (15) minute paid rest break prior to starting overtime work immediately following their regularly assigned shift, except that the anticipated overtime to be incurred will not exceed one hour duration. After the initial overtime work of two

(2) hours' duration and then in intervals of after each four (4) hours worked, thereafter employees shall have a one-half (1/2) hour paid lunch break. Field employees shall have lunch breaks as directed by their Supervisor and may not be consistent with lunch breaks taken by other members of the crew in which they are working.

**Section 5.4** In the event the work situation prohibits the taking of an overtime rest break or overtime lunch break as provided in Section 3.3, such break time loss shall be paid at the overtime rate in addition to time worked.

## **ARTICLE 6 - MEAL ALLOWANCE, BOARD AND LODGING**

**Section 6.1** 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 thereafter shall be eligible for a meal allowance of \$15.00.

- A. Employee's will not be eligible for meal allowance when working scheduled overtime unless the number of hours worked exceeds their normally scheduled total daily hours of work as provided for above.
- B. Overtime is considered to be scheduled if an employee receives notice of overtime work on his/her regular scheduled day off or holiday before quitting time on his/her last regular work day prior to the scheduled overtime.

**Section 6.2** Board and lodging shall be furnished to all employees in accordance with the City "Travel and per Diem" policy. Rates will be adjusted in accordance with changes to the City policy.

## **ARTICLE 7 - UNION MEMBERSHIP AND DUES**

**Section 7.1** It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees including temporary employees, project employees and part time employees hired into the bargaining unit on or after its execution date, transferring into or within the bargaining unit, or receiving a promotion or demotion within the bargaining unit, shall, on the beginning of the pay period including the thirtieth (30th) day following the beginning of such employment, 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, initiation fees and assessments to a non religious charity or to another charitable organization to which such employee would not otherwise pay dues, initiation fees and assessments. 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 7.2** A temporary employee who is hired for a specific time of not more than 120 days may, in lieu of the Union membership requirements set forth within Section 5.1, pay a Union service fee in an amount equivalent to the regular hourly dues rate commencing on the beginning of the pay period including the thirtieth (30th) day following the temporary employee's first date of appointment/hire. Temporary employees who work less than a total of 120 days will not be required to pay an initiation fee. In the event a temporary employee is employed more than a total of 120 work days within a calendar year (), that employee will be required to become a member in good standing by remitting the initiation fee, set by the Union. Returning temporary employees who previously paid an initiation fee shall not be required to pay it a second or subsequent time and shall begin paying dues immediately upon rehire.

**Section 7.3** The Union agrees that membership in the Union shall 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 and assessments required as a condition of acquiring or retaining membership in the Union. The Union further agrees that in the event the City undertakes to terminate an employee's tenure pursuant to the Union Security provision contained herein, then the Union undertakes to 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.

**Section 7.4** The City agrees to deduct from the paycheck of each employee who has so authorized it, the initiation fees, monthly dues and assessments 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 7.5** 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, service fees or assessments 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 fifteen {15} 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 as per the Union bylaws and International Constitution.

**Section 7.6** The City agrees to notify the Union of any new employees employed in classifications covered by this Agreement of date of employment within thirty (30) days from date of hire. The City will provide to the Union a list of current members, upon request.

**Section 7.7** The City agrees that prior to actual hiring of a new employee in classifications covered by this Agreement, the employee will be informed of the Union agreement.

**Section 7.8** The Union agrees to indemnify and hold harmless the City for any loss or damage arising from this Article.



## **ARTICLE 8 - DISCIPLINE**

**Section 8.1** Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of offense and prior record of discipline.

**Written Reprimands:** Written reprimands for the purpose of advancing further discipline shall remain in effect for a period of two (2) years from the date of issuance of the corrective action provided no similar discipline has subsequently occurred.

**Suspensions Without Pay:** Suspensions without pay for the purpose of advancing further discipline shall remain in effect for a period of three (3) years from the date of issuance of the corrective action provided no similar discipline has subsequently occurred

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

**Section 8.3** The City agrees to notify the Union in writing that an employee may be subject to suspension or discharge.

**Section 8.4** Prior to imposition of discipline that affects a property right, employees may request a pre-disciplinary hearing (Loudermill hearing) in front of the department head or their designee. If requested by the employee, the City 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 and of intent to dismiss, suspend, or reduce in rank or pay. At this hearing, the employee will be given an opportunity to present his/her side of the issue. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

**Section 8.5** No later than three (3) working days prior to the pre-disciplinary hearing, the City shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents the City intends to use to support the discipline that do not violate the privacy rights of others and are relevant to the alleged violation the City has in his/her possession. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

**Section 8.6** The City may place an employee on paid administrative leave pending the final decision resulting from the pre-disciplinary hearing.

**Section 8.7** The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the City.

**Section 8.8** No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy which clearly indicates it is a letter of reprimand. 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, but shall be subject to arbitration review if used in support of suspension or dismissal.

**Section 8.9** Only suspensions 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 7 of this Agreement. Suspensions of three (3) days or less are not subject to Section 7.5 of the Grievance Procedure. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

**Section 8.10** The City and the Union recognize the intent of a “letter of reprimand” is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action. The City agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and shall be subject to “Just Cause”.

**Section 8.11** The City recognizes the right of an employee to Union representation during the investigative phase of corrective action and the City shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however, the City’s effort shall not be considered a required process step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

**Section 8.12** All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the City had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**Section 9.1** It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. Prior to presenting the immediate supervisor with a written grievance, the employee and/or Union representative are encouraged to discuss the incident with the employee’s immediate supervisor.

A grievance under this Agreement is defined as a written dispute, claim, or complaint arising under and during the terms of this Agreement and filed by either an authorized union representative acting on behalf of the employee, or an employee in a recognized classification, or a grievance filed by the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. For issues regarding the Tacoma Municipal Code Personnel Rules or Compensation Plan, which are not explicitly covered by this Agreement, refer to the Joint Labor Agreement.

Time limits set forth in the following steps will be stated in calendar days. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline will be extended to the next working day. Any and all timelines specified in the section may be waived by written mutual agreement of the parties. Should the City fail to submit a reply within the specified time limits without such a waiver, the Union may automatically submit the grievance to the next step. In the event that the Union fails to submit the grievance within these time limits without such written notice, the matter shall be considered as withdrawn. All grievances must be

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

**Section 9.2** Any employee having a complaint is encouraged to first take up the matter with his immediate supervisor. Any resolution at this level shall be non-precedent setting. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint shall be processed as follows:

**Step 1** The employee and/or his/her Union representative shall, as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance, reduce the matter to written form, stating all facts in detail, section or sections of contract alleged to have been violated and proposed remedy and submit same to immediate supervisor or the City official most immediately involved with a copy to the Director of Human Resources or his/her designated representative. The supervisor or official shall within fourteen (14) calendar days issue a written response to the Union specifying the issue, and the City's decision.

**Step 2** Failing to resolve the grievance in the first step, the Union representative shall, within fourteen (14) calendar days of receipt of the City's Step 1 disposition submit the grievance in writing to the head of the employee's department (General Government) or division (Utilities with a copy to the Director of Human Resources or his/her designated representative. Management shall within fourteen (14) calendar days issue a written response to the Union specifying the issue, and the City's Step 2 decision. If the matter is not satisfactorily settled or adjusted in this stage, the Union representative shall then process the grievance as provided in Step 3.

**Step 3** Failing to resolve the issue in the second step, the Union shall within fourteen (14) calendar days of the department supervisor's disposition, contact the Human Resources Director to arrange a meeting between the Union and the City to discuss said grievance. Any grievance filed by the City shall be first considered at this step. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, fourteen (14) calendar days from the time the Union contacts the City, unless a longer time is mutually agreed upon. The City shall respond within fourteen (14) calendar days from the meeting date, unless mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to binding arbitration as hereinafter provided for in this Agreement.

**Section 9.3** Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union and employees represented by the Union and covered by this Contract.

**Section 9.4** Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps, unless timeframes are extended upon mutual agreement. Any grievance upon which a disposition is not made by the City within in the time limits prescribed or any extension which may be agreed to may be referred to the next step in the grievance procedure the time limit to run from the date when the time for disposition expired.

**Section 9.5** The City or Union may request arbitration of an unsettled grievance by notifying the other party in writing of such desire within fourteen (14) calendar days of the day the written disposition was given 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 as settled on the basis of the written disposition made in the last step of the grievance procedures. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or Federal Mediation and Conciliation Service. 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 representative and all other expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify this Agreement; and his/her power shall be limited to an interpretation or application of this Agreement.

**Section 9.6** 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 10 - WORK STOPPAGES**

**Section 10.1** The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be appropriately determined by the City.

**Section 10.2** It shall not be considered a violation of Section 10.1 herein above; if employees covered by this Agreement refuse to cross a picket line where physical health or safety may be jeopardized by doing so.

## **ARTICLE 11 MANAGEMENT RIGHTS**

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

**ARTICLE 12 - VISITATION BY UNION REPRESENTATIVES, BULLETIN BOARD,  
AND UNION COMMUNICATION**

**Section 12.1** 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. Upon request, the Union shall furnish the Human Resources Director with an up-to-date list of authorized Union representatives or stewards.

**Section 12.2** A copy of this Agreement shall be posted in a conspicuous place at major work sites. The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is non-inflammatory nature. The Teamsters will remove all dated materials.

**ARTICLE 13 - SAFETY STANDARDS**

All work shall be done in a competent and professional manner. The City and Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be strictly complied with and enforced. Safety standards as the same are developed which are peculiar to employees represented by the Union shall be incorporated herein by reference.

Union stewards and/or business representatives may attend all safety committees and act as ex-officio members of those committees. When acting in such capacity they shall be provided copies of minutes upon request.

**ARTICLE 14 - COMPENSATION PLAN**

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

Employees may request to have the Union present to advise on any overpayment of compensation. The Union will receive notification on all overcompensation instances

**ARTICLE 15 - STANDARD WORKING CONDITIONS**

**New Section 15.1 – Hours of Work** The normal work week for full-time employees will consist of five (5) consecutive eight (8) hours days normally Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., or as defined in attached Addenda.

**Section 15.2 – Non-Discrimination** Both the Union and the City recognize and mutually agree that no employee covered by this Agreement will be discriminated against because of union membership or activity, race, color, sex, religion, age, sexual orientation, veteran's status, disability, or national origin. This provision shall be construed to incorporate any protections

against discrimination in employment which are provided under federal, state, or municipal laws. Any employee who fails to cooperate toward this end shall be subject to disciplinary action. Both the City and the Union shall make every effort to insure that employees are fully aware of their complaint mechanisms and options with respect to addressing allegations of discrimination in the workplace.

**Section 15.3** The City, Union and Union members agree to comply with all relevant laws and policies related to harassment in the work place.

## **ARTICLE 16 - NONSTANDARD WORKING CONDITIONS**

**Section 16.1 - Union Activities** A member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her lawful acts as such representative or steward of the Union.

### **Section 16.2- Alternate Work Schedules**

Alternate work schedules may be agreed to by the employee and the appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) days. Flexible work hours may be terminated, effective at the start of a pay period, unilaterally by the supervisor with a written ten-day notice, or at any time by mutual agreement of the employee and the supervisor. Implementation of alternate work schedules shall comply with the provisions of the Fair Labor Standards Act.

### **Section 16.3 - Work Assignments**

- A. The City agrees to make every effort possible consistent with workload, manpower needs and efficient operation to assign employees to work within proper jurisdictional lines. Employees will take on incidental tasks for which they are capable and qualified, which occur in the normal performance of their duties and which will improve the effectiveness of the division, section, or crews, even though such incidental tasks may be outside their class description. This provision is not intended to work employees in higher classifications without receiving appropriate compensation. In making work assignments, including those requiring extra pay, the City shall consider seniority, and other factors, including, but not limited to, required training and break-in time for a particular assignment.
- B. In the event of a declared emergency by the City Manager, Director of Public Utilities, his/her 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 16.4 - Official Notification** The City agrees to provide the Secretary-Treasurer of the Union copies of all bulletins and special and general orders pertaining to employees represented by the Union. The Union agrees that it will designate the Union official authorized to sign official Union communications.

**Section 16.5 – Employee Privileges** The City assures the Union that its intention in executing this Agreement is not to arbitrarily cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

**Section 16.6 – Work Clothes and Boots**

- A. The City maintains the right to designate appropriate clothing, uniform and/or personal protective gear (PPG), which will be provided by the City, in accordance with paragraph C of this Section. All employees are required to wear the appropriate work clothes, uniform and/or PPG so- designated by each individual department. Failure to wear the proper attire or PPG will be subject to disciplinary action pursuant to Article 17.
- B. Clothing & Boot Allowance. The City will provide a clothing and boot allowance of \$350.00 per year for employees to purchase appropriate work clothing and boots that meet the requirements of the department/division in which they work.

To be eligible to receive a Clothing & Boot Allowance, employees must currently be in permanent or project status. Employees who are separated or are no longer bargaining unit members on January 1 of each calendar year will forfeit the credit. The Clothing & Boot Allowance shall be paid in the second pay period of January. Management will no longer provide any clothing or laundry services to employees.

If the City establishes a mandatory uniform policy, and the City provides clothing and cleaning services, this clothing allowance will cease. The following classifications are designated to receive an annual Clothing & Boot Allowance:

- Equipment Operator - Water
- Equipment Operator, Heavy - Water Department
- Tax & License Compliance Officer
- Traffic Sign and Marking Specialist

- C. Solid Waste Employees, Street Operations employees, Carpenters, Painters, Environmental Services - Heavy Equipment Operators (HEO's), and Equipment Operators (EO's) and TPU Grounds Maintenance employees are required to wear protective clothing, uniform and/or gear supplied by their Division. The City will continue to provide safety boots for employees who are required by the Safety Officer to wear specific boots. All boots and/or protective clothing shall remain at the work location.

Employees who are required to wear safety boots, but who cannot be properly fit for the boots provided by the Division, shall receive reimbursement for boots up to one hundred and fifty dollars (\$150.00). The footwear purchased by the employee must meet the criteria set forth by the Safety Officer, and be pre-approved by management in order to be eligible for reimbursement.

**ARTICLE 17 - OVERTIME**

**Section 17.1** Employees shall be entitled to overtime compensation based on their regular rate of pay, pursuant to Section 1.12.080 of the Compensation Plan. All overtime shall be accounted for and paid in one tenth (.10) of an hour increments. 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.

The parties agree that in a situation in which an employee was missed in the assignment of voluntary overtime, the employee shall be provided the following remedy which shall resolve the grievance:

The right to work an overtime assignment, within the employee's classification that would not otherwise exist (and therefore would cause no displacement of any other employee). This assignment shall be the same duration for which the employee was by-passed. This assignment shall be scheduled within two (2) weeks unless extended by mutual agreement. Once the assignment is scheduled, if the employee declines the opportunity to make up the hours, the remedy is void.

If there are three or more instances of missed overtime in a department, the City and Union agree to meet in labor management committee to discuss ways to minimize missed overtime opportunities.

**Section 17.2** There shall be a maximum of two hundred forty (240) hours of accrual of compensatory time. Compensatory time may be taken in conjunction with vacation and holidays, subject to approval of management. Compensatory time may only be earned with prior approval from the Department Head/TPU Division Head or their designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

**Section 17.3** A minimum of two (2) hours shall be paid for a call back, as provided in section 1.12.080 in the Tacoma Municipal Code, provided that no pyramiding shall be allowed.

## **ARTICLE 18- LABOR MANAGEMENT COMMITTEE**

**Section 18.1** A Labor/Management Committee (LMC) shall be maintained consisting of three (3) members of Labor, the Union Business Representative or a designee, and two (2) bargaining unit employees appointed by the Union; and the Department Head or a designee, and two (2) management personnel appointed by the Department Head.

The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree. In the event the Parties agree to discuss negotiable issues or agree to bargain over negotiable items, the Union Business Representative is the only person with authority to speak on behalf of the Union.

The Committee shall establish its own rules of procedure and time and place of meetings. Chairmanship of the Committee rotates between Labor and Management.

### **Section 18.2 LMC Volunteer Programs Oversight**

The parties agree that volunteer programs can be mutually beneficial to the City, employees, and the Citizens of Tacoma. The parties recognize that volunteerism provides a sense of community involvement and requires commitment of time and service on behalf of the



volunteer. Successful volunteer programs require leadership and coordination with employees. To that end, the City is committed to working in partnership with the Union to build successful volunteer programs.

The parties agree that the City shall not lay off employees in the bargaining unit as a result of volunteer programs. Volunteer programs may require leadership and coordination with City staff. As a result, these opportunities may become available for bargaining unit members.

The parties agree to meet in a labor management committee to discuss new volunteer programs or work that is beyond the scope of current volunteer programs. The parties agree to meet in a labor management committee if volunteer hours exceed 5000 hours in a calendar year. Furthermore, should any concerns arise regarding a specific volunteer project those concerns shall be brought to a supervisor's attention immediately and then may be brought back to LMC for discussion, if either party requests.

### **ARTICLE 19 – LAYOFF & SENIORITY**

Should the City decide to layoff employees, the City agrees to bargain impacts with the Union pursuant to RCW 41.56.

Seniority for the purposes of layoff, demotion in lieu of layoff, and reemployment 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. Employees who are transferred as part of a reorganization shall carry their seniority from their previous department to the department to which they are transferred.

Probationary periods apply only to permanent positions and are covered by Tacoma Municipal Code 1.24.780, which in part states:

Original appointments shall be probationary for a period of nine months after appointment. All other appointments shall be probationary for a period of six months. At any time during the probationary period, the appointing authority may remove or demote an employee whose performance or adjustment is not satisfactory.

Management reserves the right to extend any probationary period.

### **ARTICLE 20 - SAVING CLAUSE**

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

## LETTERS OF AGREEMENT INDEX

LETTERS OF AGREEMENT: The following constitutes all known and mutually agreed to letters of agreement (LOU, MOA, MOU) between the parties. In the event that prior letters of agreement come forth during the term of this agreement, the parties further agree to discuss issues that are brought forth and may enter into bargaining as required by law.

<b>LOA/LOU</b>
TPU Power Division Hydro Grounds Maintenance Worker Assigned to Mayfield Hydroelectric Plant 5/99
Small Works Tree Pruning Contract 5/13
City Contracting of Board up Services on Private Property, 12/13
Western Conference of Teamsters Pension Trust 2/13
HEO AOR of 5% when training at Solid Waste 12/13
Tax Revenue Discovery & Utility Auditing Services 2/15
Take Home Vehicles

**APPENDIX A**  
**Teamsters Local Union No. 117**  
**Effective January 1, 2015**

Code	A	Job Title	1	2	3	4	5	6
53650		Animal Control & Compliance Officer	23.10	24.26	25.46	26.73	28.07	
50160		Asphalt Plant Crew Leader	32.06	33.66	35.34			
50150		Asphalt Plant Operator	27.94	29.34	30.80			
52010		Carpenter	31.71					
52100		Concrete Finisher Crew Leader	32.06	33.66				
11010		Crime Analyst	26.37	27.71	29.12	30.61	32.17	33.81
11020		Crime Analyst, Senior	30.26	31.81	33.44	35.13	36.91	38.80
10990		Crime Program Technician	22.47	23.61	24.82	26.10	27.41	28.79
42100		Crime Scene Technician	26.76	28.10	29.51	30.99	32.54	
50200		Equipment Operator	29.46					
5021		Equipment Operator, Heavy	31.06	32.61				
42080		Forensic Specialist	29.45	30.93	32.47	34.09	35.79	
50410		Grounds Maintenance Crew Leader	29.08	30.53	32.06	33.66		
50400		Grounds Maintenance Worker	23.26	24.42	25.64	26.92		
50470		Hydro Grounds Maintenance Worker	23.26	24.42	25.64	26.92		
50010		Laborer	12.16	12.77	13.41	14.08	14.78	
42120		Latent Print Examiner	32.41	34.02	35.72	37.51	39.37	
52050		Painter, Industrial	25.05	26.31	27.62	29.01	30.46	
00160		Police Administrative Support Specialist	23.18	24.35	25.56	26.84	28.18	
06280		Refuse Scale Operator	24.58	25.81				
06270		Solid Waste Worker	20.09	21.09	22.14	23.26	24.42	
50250		Street Maintenance Crew Leader	29.08	30.53	32.06	33.66		
50020		Street Maintenance Worker	23.26	24.42	25.64	26.92		
05300		Tax & License Field Auditor	30.04	31.54	33.12	34.77	36.53	
05310		Tax & License Field Auditor, Senior	32.75	34.38	36.10	37.90	39.81	
05290		Tax & License Office Auditor	28.06	29.47	30.94	32.49	34.11	
05250		Tax License Compliance Officer	31.03	32.58	34.21	35.92	37.71	
50230		Traffic Sign & Marking Specialist	23.55	24.74	25.97	27.26	28.63	

## WAGES

Appendix A of the Agreement shall be amended as follows:

Effective January 1, 2015 the rates of classifications not receiving a selective wage adjustment shall be increased by 2%.

Effective January 1, 2015 the following selective wage adjustment shall apply:

The wage rate for Solid Waste Worker shall be increased by 5%.

Effective January 1, 2016 wage rates for all classifications shall be increased by 1.1%.

Effective July 1, 2016 wage rates for Carpenter and Painter classifications shall be increased by 1.5%.

Effective July 1, 2016 wage rates for Crime Analyst and Senior Crime Analyst shall be increased by 2%

Effective January 1, 2017 wage rates for all classifications shall be increased by 2%

Effective January 1, 2018 wage rates for all classifications shall be increased by 2.5%

The City agrees to pay for all costs associated with current Street Maintenance Worker and Grounds Maintenance Worker employees in obtaining a Commercial Drivers License (CDL) (one attempt only). Further, the City agrees that all Street Maintenance Worker and Grounds Maintenance Worker employees **hired prior to January 1, 2010** will be grandfathered and exempt from the CDL and Tanker requirement, but may obtain CDL and Tanker certifications if they elect to do so.

The City agrees to pay all cost associated with the maintenance of the employee's CDL, should the City require the endorsement.

With prior approval by management, the City agrees to pay all costs associated with obtaining and maintenance of the employee's pesticide license and ISA Certification for employees working for Tacoma Public Utilities, Tacoma Public Works, and Tacoma Environmental Services, including but not limited training cost and time.

Pay for Set-Ups: Assignments to perform work of a higher classification will be paid at the first step in the higher pay range that results in an increase of at least five percent (5%), or to the top step of the range, whichever is less.

### Longevity Pay

As per Ordinance 20938, all the above classifications shall receive longevity pay as follows:

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

Longevity pay shall be computed on base rates only.

## Standby Pay

Employees in classifications covered by Appendix A required to serve in a standby capacity outside regular work hours, shall receive \$3.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station optimally within forty-five (45) minutes of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control.

## Application of Rates

- A. An Equipment Operator shall be paid an application of rate as listed below when operating the following equipment:
  - Snow Plow \$ 0.50 per hour
  - Oil Distributor \$ 2.00 per hour
  - Mule Driver \$1.00 per hour
  - Asphalt Truck \$1.00 per hour (Water Department Only)
- B. An Equipment Operator scheduled at the Recovery and Transfer Center shall receive five percent (5%) over base wage.
- C. A Solid Waste Worker, when assigned to provide lunch relief or emergency back up at the Household Hazardous Waste Turn-in Center shall receive five percent (5%) over base wage.
- D. A Heavy Equipment Operator scheduled at the Recovery and Transfer Center shall receive five percent (5%) over base wage.
- E. The Street Maintenance Worker assigned as the Concrete Finisher's assistant will be eligible to progress to two (2) additional pay steps added to the Street Maintenance Worker pay range. The steps are five percent (5%) apart and have twelve (12) month intervals.
- F. The Street Maintenance Worker assigned to the Track Paver as Secondary Screed Operator shall receive an additional dollar (\$1.00) above base wage for all hours operating the Screed. The Street Maintenance Worker assigned to the Layton Box as Secondary Screed Operator shall receive an additional sixty cents (\$.60) above their base wage for all hours operating the Screed.
- G. A Street Maintenance Crew Leader assigned to the Track Paver as Primary Screed Operator shall receive an additional dollar (\$1.00) above their base wage for all hours operating the Screed. The Street Maintenance Worker assigned to the Layton Box as Primary Screed Operator shall receive an additional sixty cents (\$.60) above their base wage for all hours operating the Screed.
- H. A Street Maintenance Crew Leader assigned to be the primary Track Paver Operator shall receive an additional \$1.00 per hour above base wage for all hours operating the Track Paver. Management reserves the right to assign the most qualified employee to this equipment including overtime assignments.
- I. Effective January 1, 1995, an Equipment Operator or Street Maintenance Worker who has accumulated 1,000 temporary upgrade hours since January 1, 1994 as a Heavy Equipment Operator will progress to E step. Equipment Operators appointed to Heavy Equipment Operator who have greater than 1,000 hours of temporary set up time as Heavy Equipment Operator shall be placed at E step upon appointment.

- J. Equipment Operators, Street Maintenance Workers, Ground Maintenance Workers and Hydro Grounds Maintenance Workers who have or will have accumulated 1,000 temporary upgrade hours since January 1, 2009 will be compensated at Step 2 of the applicable Crew Leader pay range when set up to perform the duties of that classification.
- K. A Solid Waste Worker when assigned as a lead worker shall receive an additional eight percent (8%).
- L. Solid Waste Workers assigned in writing to assist in the development and implementation of safety programs, assist in the development and implementation of training programs and/or development and implementation of other projects as may be designated by management, shall receive eight percent (8%) over base wage.
- M. A Grounds Maintenance Worker assigned responsibility for the greenhouse and possessing an Associate's degree or equivalent credits from an accredited college or university shall receive an additional fifty cents (\$.50) per hour.
- N. A Forensic Specialist or Crime Scene Technician will receive an additional two percent (2%) per hour when assigned to train other Forensic Specialists or Crime Scene Technicians. Employees who are selected to train must have the necessary skill to perform the training, develop training plans and participate in the evaluation process for the training provided. Employees on modified status are not eligible for this premium.
- O. A Traffic Sign and Marking Specialist who attains and maintains an IMSA Signs and Markings Level III certification will receive an additional five percent (5%).
- P. A Traffic Sign and Marking Specialist who is assigned as a lead worker will receive an additional ten percent (10%). Eligibility for lead worker will require an IMSA Signs Marking Level III certification upon assignment and maintenance thereafter and such employee will not receive the additional five percent (5%) for holding and maintaining the certification.
- Q. Industrial Painters required to hold certification in SCBA or confined space will receive a three percent (3%) certification premium added to their base rate.
- R. Ground Maintenance Workers, Street Maintenance Workers and Hydro Grounds Maintenance Workers will receive an application of rate equivalent to the Equipment Operator rate of pay for the responsibility and operation of the following equipment: tractor mower, large computerized spray truck, bucket truck, and water truck requiring a Commercial Drivers License (CDL).
- S. Street Maintenance Workers, when performing Equipment Operator job duties for 4 hours or more will receive Equipment Operator pay. If the operation exceeds 4 hours, the total time of equipment operation worked will be paid at the Equipment Operator rate.
- T. A Street Maintenance Worker, when set up to the classification of Concrete Finisher Crew Leader would receive the Step 1 rate of pay.
- U. Grounds Maintenance Workers at Public Works when operating a dump truck for 4 hours or more will receive an application of rate equivalent to the Equipment Operator rate of pay. If the operation exceeds 4 hours, the total time of dump truck operation worked will be paid the Equipment Operator rate of pay.
- V. Employees in the classifications of Crime Analyst and Senior Crime Analyst who hold a Master's degree from an accredited post-secondary institution with emphasis in math, statistics, criminal justice, behavioral science or a related field as determined by the Chief of Police or his/her designee, will receive a two and one-half percent (2.5%) educational incentive pay in addition to their base wages.

## **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 2015-2016:

### **6.4 Payroll Deduction.**

- 6.4.1** 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.
- 6.4.2** 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 amend its personnel rules and medical plan documents to incorporate "domestic partners" and 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. To receive domestic partner benefits, the domestic partnership must be verified by affidavit with the City according to its policies and practices.
- 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** 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.

- 6.2.2** 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.
- 6.2.3** Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under Regence Plan 1 or Group Health Plan 1, or a \$40 per month credit toward their premium contribution for coverage under Regence Plan 2 or Group Health Plan 2 (the High Deductible Plan options available in 2016).
- 6.2.4** Contributions to HSA Accounts. Employees who select Regence Plan 2 or Group Health Plan 2 (the High Deductible Plan options available in 2016) 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.
- 6.2.5** Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical 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:
- a. Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
  - b. 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 insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
  - c. 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 insurance plans.

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

**6.4.1** 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.

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

**6.4.3** 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.

**6.4.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

**6.4.5** 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.

**6.4.6** 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.

**6.5** 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:

**6.5.1** Each regularly employed full-time employee 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.

**6.5.2** 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.

**6.5.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

**6.6** 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:

**6.6.1** 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

- 6.6.2** 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.
- 6.7** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:
- 6.7.1** 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.
- 6.7.2** 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.
- 6.7.3** 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.
- 6.7.4** 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.
- 6.7.5** 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.
- 6.7.6** 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.
- 6.8** 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.

**6.9** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

**6.9.1** 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.

**6.9.2** 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

**6.9.3** 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.

**6.10** 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)

**6.10.1** 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.

**6.10.2** 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.

- 6.10.3** 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.
- 6.10.4** 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.
- 6.11** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.
- 6.12** 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.
- 6.13** Wellness
- 6.13.1** 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. Develop communication plan for rolling out the wellness assessment tool.
  - c. Review all Health Trust Fund/Flex Account balances monthly.
  - d. Review experience reports monthly.

- e. Develop and mutually execute an education and outreach program addressing the costs/benefits of a HDHP/HSA.

**6.13.2 Wellness Funds.** The City will budget \$441,000 during 2015 and \$431,000 during 2016 to support the development and maintenance of an effective City-wide Wellness Program. The City will fund these amounts using the Health Care Flex Account. Expenditures of such funds will be reviewed and approved by the Wellness Committee.

**6.13.3 Participation.** To receive the benefits associated with participating during each year of the Agreement, employees must do the following:

- a) 2015 Incentive – Complete the initial Health Risk Assessment by January 31, 2015, and commit to completing one (1) wellness “journey” by June 30, 2015. The Wellness Committee will determine the participation criteria for employees newly hired on or after January 1, 2015.
- b) 2016 Incentive – Complete the annual Health Risk Assessment by September 30, 2015 and a total of two (2) wellness “journeys” by September 30, 2015.

## **ADDENDUM B – TACOMA POLICE DEPARTMENT**

This Addendum is supplemental to the AGREEMENT by and between the CITY OF TACOMA (hereinafter called the City) and TEAMSTERS LOCAL UNION NO. 117 (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties specifically regarding working conditions, all issues not addressed in this Appendix are contained in the body of the agreement. This ADDENDUM shall apply exclusively to those classifications identified below, including the Crime Analysis Unit as certified by PERC decision 10989A.

- Animal Control & Compliance Officer, 5365
- Crime Scene Technician, 4210
- Forensic Specialist, 4208
- Latent Print Examiner, 4212
- Police Administrative Support Specialist, 0016
- Senior Crime Analyst, 1102
- Crime Analyst, 1101
- Crime Program Technician, 1099

### **PERFORMANCE EVALUATIONS**

1. The City retains the right to evaluate performance pursuant to Article 8, Management Rights, of the current collective bargaining agreement, and consistent with RCW 41.56.
2. The City may implement an annual performance review system. The performance review system will only be used to counsel employees as to their job performance, strengths and weaknesses, the identification of individual goals and objectives, and the determination of training needs. The employer agrees that the performance evaluations will not be used as a disciplinary tool and /or to advance discipline.
3. The performance evaluations can be considered for promotional purposes for a period of thirty-six (36) months from the date of the evaluation. Employees will have the right to submit a rebuttal letter and the right of appeal consistent with Police Memo 09-118 Performance Management System Appeals Process.
4. Final performance evaluation documents will be retained in an employee's personnel file for six (6) years past the date the employee separates from employment, in accordance with the Secretary of State's retention schedule. Final performance evaluation documents do not include supervisor's notes and quarterly coaching documents used to create the final performance evaluation. Supervisor notes and quarterly coaching documents are superseded by the final evaluation and can be destroyed upon completion of the final evaluation, and after the time for appeal has expired.

### **BILINGUAL PAY – Tacoma Police Department**

Bilingual Pay - The City recognizes the benefits of having employees who can act as foreign language interpreters and translators. Eligible employees shall receive an application of rate of two (2) percent above his/her base pay according to the terms and conditions of a Bilingual Pay Program established by management for actual hours spent performing duties, as assigned. This program and application of rate shall become effective January 1, 2013.

Longevity Pay Addressed in Appendix A for all unit members.

Parking: The Employer will continue to provide parking for employees covered by this addendum.

## **Section B1 - Work Rules POLICE ADMINISTRATIVE SUPPORT**

### **B 1.1 Police Administrative Support**

Overtime distribution for Police Administrative Support Specialists in a bureau shall be by seniority unless it involves an assignment continuation. General overtime opportunities outside a bureau shall be announced by email but management shall decide who is selected. Police Administrative Support Specialists called back to work during off duty hours shall receive a minimum of three (3) hours at time and one half (1-1/2) rate or equivalent compensatory time at the employee's discretion.

### **B 1.2 Police Administrative Support Specialist Shift Incentive Pay:**

An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). The application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. The City and the Union agree that an employee assigned to or working any shift that begins:

- On or after 1200 hours, but before 1800 hours, will receive the swing shift application of rate.
- On or after 1800 hours, but before 0500 hours, will receive the graveyard application of rate.

Police Administrative Support Specialists shall have five (5) mandatory holidays: New Years' Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, and will receive: eight (8) hours holiday pay for each day. They will also receive a holiday leave bank of fifty-six (56) hours (which includes two floating holidays), which can be used in hourly increments with prior management approval. This will amount to a total of ninety-six (96) hours of holiday pay per year.

With prior approval of the supervisor, Police Administrative Support Specialists employees may combine their two (2) fifteen minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The City hereby agrees to continue this practice whenever practicable. The Union recognizes that the City may need to restrict or modify this practice based upon operational needs or if this practice results in operational inefficiency. If the Tacoma Police Department determines a need to restrict or modify this practice, the department will notify the Union at least fourteen (14) days prior to any implementation of a restriction or modification of the practice. Employees may not skip rest or lunch breaks in order to leave early.

A Police Administrative Support Specialist who assists the Emergency Operations Center personnel by providing support during a major event and support to the Incident Command System (ICS) shall receive an application of rate of five percent (5%) above his/her regular rate of pay for additional duties added to his/her normal duties while assigned.



## **Section B2 - CRIME ANALYSIS UNIT**

**B 2.1 Overtime exemption** The parties acknowledge that the Crime Analyst and Senior Crime Analyst classifications are overtime exempt.

**B 2.2 Breaks and Meal Period** With prior approval of the supervisor, Crime Program Technicians may combine their two (2) fifteen minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The City hereby agrees to continue this practice whenever practicable. The Union recognizes that the City may need to restrict or modify this practice based upon operational needs or if this practice results in operational inefficiency. If the Tacoma Police Department determines a need to restrict or modify this practice, the department will notify the Union at least fourteen (14) days prior to any implementation of a restriction or modification of the practice. Employees may not skip rest or lunch breaks in order to leave early.

**B 2.3 Holidays** Crime Analysis Unit employees shall have five (5) mandatory holidays: New Years' Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, and will receive eight (8) hours holiday pay for each day. They will also receive a holiday leave bank of fifty-six (56) hours (which includes two floating holidays). Employees in non-exempt classes can use the holiday leave bank in hourly increments with prior management approval. This will amount to a total of ninety-six (96) hours of holiday pay per year.

## **Section B3 - Work Rules FORENSIC SERVICES SECTION**

**B 3.1 - Holidays, Court Overtime, and Call Outs** The following sections shall apply only to Forensic Specialists, Fingerprint Technicians, Crime Scene Technicians, and Latent Print Examiners.

A. The following three (3) holidays will be considered Premium Holidays:

- Fourth of July
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

Work performed on any of the premium holidays from 0001 to Midnight shall be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday shall maintain the floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the non-premium holidays will be paid at the time and one half (1½) rate.

Employees shall receive alternate days off in lieu of the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July
- Labor Day (1st Monday in September)

- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- The day immediately following Thanksgiving Day
- Christmas Day (December 25)
- Two (2) additional floating holidays

Holiday scheduling will be done in accordance with the following restrictions:

1. No employee will be allowed to take more than two (2) floating holidays off between December 1 and December 31 of each year.

C. Court Appearances and Call Outs: Fingerprint Technicians, Forensic Specialists, Crime Scene Technicians, or Latent Print Examiners who appear in court or are called into work during off duty hours shall be compensated for a minimum of three (3) hours at the time and one half (1 1/2) rate or equivalent compensatory time, except for a one hour shift extension immediately before or after the scheduled shift, which will be compensated at the time and one-half rate for actual hours worked. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds three (3) hours and it is not on the employee's second day off, the hours in excess of three (3) will be paid at the time and one half (1 1/2) rate. All hours worked in excess of three (3) that occur during the employee's second day off, will be paid at the double time (2x) rate. Shifts may be adjusted by one hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of forty-eight (48) hours.

D. Cancellation of Court Appearances - Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours the day preceding the scheduled appearance, the employee shall be entitled to three (3) hours of overtime at the time and one half (1-1/2) rate. The Department shall maintain a court docket, recording on the docket the date and time of cancellations of court appearances and notifications to employees of the cancellations. In order to be eligible for the cancellation overtime minimum, employees with scheduled appearances shall contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

**B 3.2 - Standby Assignments** Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station optimally within one (1) hour of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control. Typical standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid at the thirty-six dollar (\$36.00) flat rate. Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at a rate of three dollars (\$3.00) per hour for all standby hours, except that the three dollar (\$3.00) per hour standby pay will cease when an employee is called out. When an employee is called out, a minimum of three (3) hours at the appropriate overtime rate will be paid from the time the employee is notified to report for the assignment until the assignment ends. All hours worked in excess of three (3) hours will be paid at the appropriate overtime rate. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one (1) hour at the time and one half (1 1/2) rate.

**B 3.3 - Meal Breaks** Crime Scene Technicians, Forensic Specialists and Latent Print Examiners shall be entitled to a paid meal break during their normal shift when workloads permit. Recognizing the needs of the public will occasionally interfere with meal breaks, meals shall be taken for a period of time, and at such time and place that is consistent with duty requirements or the City's direction. Employees who are called into work on their time off are entitled to a fifteen (15) minute paid rest period after two (2) hours of work commencing from the time they pick up their City vehicle. After four (4) hours of work, employees will be allowed a thirty (30) minute paid lunch break. Additional breaks/lunch breaks will follow at two (2) and four (4) hour increments.

**B 3.4 – Seniority**

- A. Seniority Definition: Seniority for the purposes of vacation, holiday or job bidding, shall be defined as the length of status in the specific classification. For purposes of vacation, holiday and shift bidding, Crime Scene Technicians and Forensic Specialists will be considered one classification. For purposes of in-classification seniority, the date of hire as a Crime Scene Technician or Forensic Specialist, whichever comes earlier, will be considered as their in-classification seniority.
  
- B. Seniority Based Shift Bidding: All employees in the classification of Crime Scene Technician, Forensic Specialist and Latent Print Examiner shall select shifts upon the basis of seniority. Shifts shall be presented for bid at least four (4) weeks prior to the beginning of a new schedule. Schedules will be for a period of three (3) months. Two (2), three (3) month schedules will be presented for bid at one time, and bids will occur twice (2x) in a twelve (12) month period. For example, the work schedule covering January through March, and April through June, would be presented for bid by December 1st of the preceding year. The work schedule covering July through September, and October through December, would be presented for bid by June 1st of the same year.
  - 1. It is recognized that due to staffing levels and the needs of the department, work schedules may have to be changed. As a result, work shifts would be re-bid.
  - 2. All Crime Scene Technicians, Forensic Specialists and Latent Print Examiners during their initial or promotional probationary period shall be subject to training requirements and may be assigned to a shift based upon training needs.
  - 3. In the event it becomes necessary, in the opinion of the City, to transfer an employee from one shift to another, the employee transferred shall either be a volunteer, or, if no employees volunteer, the selection will be made by the City.
  - 4. If a position(s) is eliminated, only employees employed as of January 1, 2007 in the classification of Forensic Specialist and Latent Print Examiner, pursuant to 1.24.900 of the Personnel Rules, will have the right to bump into

a Crime Scene Technician position or any other position (lateral or demotion) for which they are qualified within the Forensics Services Section.

**B 3.5 - Requests for Time Off** Requests for time-off shall be determined by classification seniority. Scheduled vacations will be any time off that is listed on the yearly scheduled vacation sign-up sheet. The sign-up sheet will begin circulating no later than December 1st of the prior year and turned in no later than January 31st of the year being scheduled. Scheduled vacation will take precedence over any other types of time off. A scheduled vacation can consist of any leave time an employee has accrued, but must be continuous and taken on consecutive workdays. Employees are entitled to two (2) scheduled vacation selections per calendar year, with one choice selection being made at one time as the sign-up sheet is circulated through the seniority list.

- A. Once approval for time-off has been received, a more senior employee cannot bump a less senior employee for the same time-off within thirty (30) days of holiday, unscheduled vacation or compensatory approved time-off.
- B. Employees can use any combination of vacation time, holiday time or compensatory time for both scheduled and unscheduled time off

The City reserves the right to determine the staffing levels on mandatory holidays where a premium pay is required. The use of non-premium holidays is subject to the provisions of Article 15 Section 15.1.

**B 3.6 - Compensatory Time:** There shall be a maximum of two hundred (200) hours of accrual of compensatory time. Management shall have the discretion to increase employee compensatory time maximums to two hundred and forty (240) hours. Compensatory time may be taken in conjunction with vacation and holidays, subject to approval of management. Compensatory time may only be earned with prior approval from general government department head or their designee. Any unused compensatory time will be paid out at the end of the calendar year in which it is earned

**B 3.7 - Hours of Work**

- A. **Duty Day:** A duty day shall be defined as a twenty-four (24) hour period following an employee's normal daily reporting time. The first day off shall be defined as a twenty four (24) hour period following five (5) consecutive duty days. The second day off shall be defined as the next twenty-four (24) hour period following the first day off.
- B. **Scheduled Shift:** A scheduled shift shall be any tour of duty ordered in the regularly published work schedule, or any other duty assignment made with seventy-two (72) hours' or more notice.
- C. **Unscheduled Shift:** An unscheduled shift shall be any tour of duty ordered with less than seventy-two (72) hours notice, provided; that court appearances, extended duty overtime at the conclusion of the employee's shift, shooting/death debriefings, emergency orders of the Police Chief, or training shall not be considered an unscheduled shift.

**B 3.8 - Shift Incentive Pay** An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). This application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the employees on these shifts. The City and the Union agree that an employee assigned to or working any shift that begins:

1. On or after 1200 hours, but before 1800 hours, will receive the swing shift application of rate.
2. On or after 1800 hours, but before 0500 hours, will receive the graveyard application of rate.
3. On or after 0500 hours, but before 1200 hours, will not receive an application of rate.

Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

**B 3.9** Management will continue to supply all appropriate uniforms/clothing to permanent Forensic Department Employees. In addition, permanent Forensic Department Employees will receive an annual cleaning allowance of \$350.00 per year. The allowance shall be paid in the second pay period of January.

**B 3.10 Certifications, Membership Fees etc.:** With prior approval by the Chief, or designee, Forensics employees shall be reimbursed for the costs of maintaining certification where the certification is related to the employee's job duties and of value to the Department.

The City will pay for one professional membership fee per Forensic employee, to the International Association of Identification, (national chapter or local chapter).

Forensic employees active as of January 1, 2016 shall receive a lump sum payment in the amount of \$250 to acknowledge the Tacoma Police Department forensics accreditation.

## **Section B4 - Work Rules ANIMAL CONTROL SECTION**

### **B 4.1**

The following three (3) holidays will be considered Premium Holidays:

- Fourth of July
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

Work performed on any of the premium holidays from 0001 to Midnight shall be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday shall maintain the appropriate floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the non-premium holidays will be paid at the time and one half (1½) rate.

Employees shall receive alternate days off in lieu of the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July
- Labor Day (1st Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- The day immediately following Thanksgiving Day
- Christmas Day (December 25)
- Two (2) additional floating holidays

Holiday scheduling will be done in accordance with the following restrictions:

No employee will be allowed to take more than two (2) floating holidays off between December 1 and December 31 of each year.

**B 4.2 - Standby Assignments** Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station optimally within one (1) hour of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control. Employees scheduled for standby will be compensated at a rate of three dollars (\$3.00) per hour for all standby hours, except that the three dollar (\$3.00) per hour standby pay will cease when an employee is called out. When an employee is called out, a minimum of three (3) hours at the appropriate overtime rate will be paid from the time the employee is notified to report for the assignment until the assignment ends. All hours worked in excess of three (3) hours will be paid at the appropriate overtime rate. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one (1) hour at the time and one half (1-1/2) rate.

**B 4.3 - Court Appearances and Call-Outs:** Animal Control Compliance Officers who appear in court or are called into work during off duty hours shall be compensated for a minimum of three (3) hours at the time and one-half (1-1/2) rate or equivalent compensatory time, except for a one hour shift extension immediately before or after the scheduled shift, which will be compensated at the time and one-half rate for actual hours worked. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds three (3) hours and it is not on the employee's second (2nd) day off, the hours in excess of three (3) will be paid at the time and one-half (1-1/2) rate. All hours in excess of three (3) that occur during the employee's second day off will be paid at the double time (2x) rate. Shifts may be adjusted by one hour, before or after, to accommodate the court

appearance and other operational reasons, subject to advance notice of twenty four (24) hours.

**B 4.4 - Animal Control Shift Incentive Pay:** An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). This application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. The City and the Union agree that an employee assigned to or working any shift that begins:

1. On or after 1200 hours, but before 1800 hours, will receive the swing shift application of rate.
2. On or after 1800 hours, but before 0500 hours, will receive the graveyard application of rate.
3. On or after 0500 hours, but before 1200 hours, will not receive an application of rate.

Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

**B 4.5 - Clothing Cleaning Allowance:** A single cleaning allowance of three hundred fifty dollars (\$350.00) per year shall be paid to Animal Control Compliance Officers. The allowance shall be paid in the second pay period of January. Management will continue the practice of cleaning Animal Control Compliance Officer uniforms where the uniforms come in contact with biohazards. Management will provide uniforms and boots to all Animal Control Compliance Officers.

## **ADDENDUM C - PUBLIC WORKS and ENVIRONMENTAL SERVICES**

Section 1.24.900 of the Tacoma Municipal Code outlines the procedure and processes that are utilized when personnel reductions are deemed necessary by the City. Employees hired prior to October 2012, who are employed in either the Public Works or Environmental Services Department in the classification of Equipment Operator, Heavy Equipment Operator, Grounds Maintenance Worker or Grounds Maintenance Crew Leader shall have bumping rights across both departments while they are employed in those classifications. Once such employee vacates the classification they were employed in as of October 2012 the regular City layoff rules shall apply.

This addendum is supplemental to the AGREEMENT by and between the City and the Union for the purpose of setting forth the mutual understanding of the parties specifically regarding working conditions. All issues not addressed in this Addendum shall be addressed in the body of the agreement. This addendum shall apply exclusively to the following classifications:

- Asphalt Plant Crew Leader
- Asphalt Plant Operator
- Carpenter
- Concrete Finisher Crew Leader
- Equipment Operator
- Equipment Operator, Heavy
- Grounds Maintenance Worker
- Grounds Maintenance Crew Leader
- Laborer
- Painter Industrial
- Refuse Scale Operator
- Solid Waste Worker
- Street Maintenance Worker
- Street Maintenance Crew Leader
- Traffic Sign and Marking Specialist

### **Section C1 - PW STREET OPERATIONS**

#### **C 1.1 – Hours of Work**

- A. The standard hours of work for Public Works Street Operations shall be between 7:30 a.m. and 5:00 p.m.
- B. The employer will provide employees with a seven (7) days' notice of a permanent shift and/or scheduled days off change unless the change is mutually agreed to by the Employee and the Employer, except in the case of an emergency. If the Employer changes the assigned hours or days of scheduled work for employees without giving them at least a seven (7) day notice, employees will be paid for all time worked outside the scheduled hours or days at the overtime rate for the duration of the notice period.
- C. During normal operations, if the Employer temporarily changes the assigned hours or days of scheduled work for employees without giving them at least a seven (7) day notice, employees will be paid for all time worked outside the scheduled hours or days at the overtime rate for the hours worked outside of their regular shift for the duration of the notice period.



### **C 1.2 - Meal Period**

Employees working more than five (5) consecutive hours shall be entitled to a thirty (30) minute unpaid meal period, which shall be provided between the second (2nd) and fifth (5th) consecutive hours worked. Provided there are restroom and handwash services at the jobsite or nearby, the 30 minute lunch break begins when the work ends at the job site and the lunch break ends when work begins at the job site. Employees will not be required to stay on the job site while they are on their rest break. In the event there is not restroom and handwash services at the jobsite or nearby, employees will be given an extra ten (10) minutes prior to their lunch break and at the end of their lunch break in order to find an appropriate place to take their break. If an employee's meal period is interrupted due to performing a work-related task, the employee shall be permitted to complete his/her meal period when the task is completed. Employees who do not receive a lunch meal period at the appropriate time during their shift or have their meal period interrupted and are unable to continue their meal period within the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) hours of work shall be compensated one and one half times (1 ½) their hourly rate for their missed meal period.

### **C 1.3 – First Right of Refusal for scheduled and unscheduled overtime**

All employees will be informed of the classifications required prior to being asked if he/she would be willing to work scheduled or unscheduled overtime. The employee may either accept or pass the opportunity for overtime assignment at his/her normal job classification but will be offered overtime once all permanent employees within any other classification are offered the overtime first. Employees will be paid at the appropriate rate of pay for the classification in which they are working during that assignment.

### **C 1.4 – Overtime Assignment**

All overtime shall be from an established seniority list within each section, on a voluntary basis, by classification. In the event there are no volunteers within the classification the City may, at management's discretion, offer on a voluntary basis the opportunity for "set-up" from a different classification by seniority, so long as the employee is trained and qualified as determined by management. In the event volunteers are not available, the Department retains the right to assign employees from the overtime list, in the inverse order of seniority, within the classification.

On jobs which are immediately preceding or following the regular work day, the same crew shall be assigned the overtime on that particular job.

With the exception of the situation where jobs are immediately preceding or following the regular work day where the same crew will be assigned the overtime on that particular job, a temporarily set-up employee cannot be assigned scheduled overtime until all permanently classified bargaining unit employees are offered the overtime.

For purposes of this Section, scheduled overtime is defined as work that is scheduled prior to the end of the previous regular work day.

### **C 1.5 – Emergency Weather Overtime: PW Street Operations**

During an emergency weather situation including snow, ice or other related weather emergency situations when the City is requiring drivers from other classes besides Equipment Operators, the City shall call classifications in the following order:

1. Equipment Operator
2. Street Maintenance Crew Leader
3. Heavy Equipment Operator
4. Concrete Finisher
5. Assistant Concrete Finisher
6. Street Maintenance Worker [with valid CDL: By seniority]
7. Grounds Maintenance Crew Leader
8. Grounds Maintenance Worker [with valid CDL: By seniority]
9. Traffic Sign and Marking Specialist
10. Asphalt Plant Operator
11. Asphalt Plant Crew Leader
12. Other Local 117 members from Environmental Services by class and seniority
13. Local 117 members from Tacoma Water
14. Any other qualified CDL driver as necessary

An employee who performed work outside of his/her regular shift will be compensated at the appropriate overtime rate for all hours worked for the first shift. When assigned, employees are expected to work their entire shift during emergencies up to 12.5 hours. An employee is not obligated to work more than 12.5 hours on any calendar day so long as the employee has performed 12.5 hours of work on an emergency weather operations or a combination of emergency weather operations and regular shift schedule on any calendar day.

During extended emergency weather operations, the Employer agrees to pay all hours of the first shift as overtime provided that the first shift does not start at the beginning of the employees' regular shift.

For emergency weather overtime, the seven (7) day notice as specified in C 1.1.C does not apply.

Employees covered under C 1.5 of the collective bargaining agreement that operate a CDL truck with snow plow shall be paid an additional \$0.50 per hour while they are operating the snow plow.

### **C 1.6 – Brine Assignments**

While the setup and maintenance of the brine equipment is the responsibility of the Grounds Maintenance Crew Leader (GMCL) the actual making of brine for de-icing purposes is not “owned” by any particular classification within Street Operations. If deemed necessary by management, the preferred process during an emergency weather overtime event shall be as follows:

- Grounds Maintenance Worker without CDL
- All other classifications without CDL

### **C 1.7 – Shift incentive pay for trouble truck assignment**

If the Department chooses to assign staff on a swing or graveyard shift to the Trouble Truck, and those employees meet all of the criteria identified in the Shift Incentive Pay section for Sewer Operations (Section C2.3), those employees shall be eligible for Shift Incentive Pay. For purposes of the Trouble Truck assignments, swing shift is defined as 4:00 pm to midnight, and graveyard shift is defined as midnight to 7:30 am.

### **C 1.8- Employment of Youth Build Tacoma (YBT) Interns**

The City may employ three (3) Youth Build Tacoma (YBT) summer interns as Laborers.

1. Wages will be paid by YBT at their established rate of pay.
2. The internships will be two (2) months in duration.
3. Upon successful completion of the two (2) month Labor internships, Public Works Streets Operations may appoint the interns to temporary Laborer positions paid by the City in accordance with the collective bargaining agreement.
4. The parties agree that employment of YBT interns will not supersede hiring of individuals from an existing eligibility list.

### **C 1.9 – Community Service Work Crew Scope of Work Agreement**

Community Service Work Crews (CSWC) can perform litter pick up as needed. in areas maintained by the Public Works Street Operations Division as well as perform smaller maintenance tasks in the Right of Way (ROW) including the use of weed eaters, blowers and trimmers. No other work is to be performed by the CSWC outside of this agreement. The CSWC employees will not be allowed to operate any power equipment that is not listed, unless mutually agreed to with the Union, and will be allowed to pick up litter at the landfill one day per week. CSCW employees will clearly be identified as such. This section will be reviewed annually via a Labor Management meeting. CSCW employees will clearly be identified as such. This section will be reviewed annually via a Labor Management meeting.

### **C 1.10 – End of Shift Reports**

Grounds Maintenance and Street Maintenance Employees will be given fifteen (15) minutes before the end of shift for clean-up and to complete his/her Truck Sheets, Spray Records, Employee Evaluation Forms, and to review the Employee(s) Evaluation with the Project/Temporary Employee(s).

### **C 1.11 - Request for Vacation and Floating Holidays**

Employees of Streets and Grounds will file all requests for leave with no less than seventy two (72) hours' notice prior to the requested day/days off. The City will respond to all requests prior to the end of the business day, if the requested day off is the next business day. All other request for time off will be responded to within seventy two (72) hours. The timelines can be waived by mutual agreement.

### **C 1.12 – Call Out**

The City agrees to call back employees in seniority order based on volunteers by classification in accordance with C 1.4.

If the time spent on the call-out goes into the employee's normally scheduled shift, the employee may continue to work the entire scheduled shift, may take accrued leave for all or remainder of his/her shift or may leave after eight (8) hours work without utilizing accrued leave. An employee is not obligated to work more than eight (8) hours on any calendar day so long as the employee has performed eight (8) hours of work on a call-out or a combination of call-out and regular shift schedule on any calendar day, unless an exigent or emergency situation continues.

### **C 1.13 – EnviroHouse Kiosk**

It is understood by the parties that any grounds maintenance surrounding the EnviroHouse Kiosk shall be done by Teamsters members employed by the City in Public Works Grounds Maintenance.

### **C 1.14 – Ground Maintenance Worker Upgrade to Crew Leader**

In the event a temporary Crew Leader vacancy occurs for a period of four (4) days or less, the City may fill the temporary vacancy by utilizing one of the other Crew Leaders to fill in for the absent Crew Leader, or may not fill the opening at all. In the event of a temporary vacancy that is greater than four (4) days, the City will fill the Crew leader position with a Ground Maintenance Worker, with a valid CDL, using the eligibility list and the individual assigned will be upgraded to Crew Leader. If both Crew Leaders are gone, the City will only be obligated to fill one of the Crew Leader positions by way of upgrade. Sick leave call out by the Crew Leader shall constitute a temporary vacancy beginning on the 5th consecutive day of sick leave by a Crew Leader. Pay for work in the higher classification will be the lesser of the first step in the higher pay range that results in an increase of at least 5% over the employee's regular rate of pay.

### **C 1.15 Front End Loader**

When a Heavy Equipment Operator (HEO) is not available, due to operational need to load trucks in Streets Operations yards, including, but not limited to, the Jefferson Yard, the Upper Yard, and the Northeast Tacoma Yard, and a Street Maintenance Worker, Grounds Maintenance Worker, or Equipment Operator, who are qualified, are assigned to load his/her truck with a front end loader, with approval of management, they shall be setup to Heavy Equipment Operator (HEO) pay consistent with the pay grade in the city of Tacoma contract with Teamsters Local 117.

The upgrade will be paid for a minimum of one hour (1); thereafter, actual pay will be in one-tenth (1/10) hour increments.

If a qualified Street Maintenance Worker, Grounds Maintenance Worker, or Equipment Operator, is assigned to load his/her truck with a front end loader at the Asphalt Plant, with approval of management, he/she shall be setup to Asphalt Plant Operator (APO) pay consistent the City of Tacoma contract with Teamsters Local 117. The upgrade will be paid for a minimum of one hour (1); thereafter, actual pay will be in one-tenth (1/10) hour increments.

### **C 1.16 Trouble Truck Assignment**

Employees assigned to a trouble truck program (emergency response) and standby; employees shall be eligible for Shift Incentive Pay. For purposes of the Trouble Truck assignments, modified swing shift is defined as Monday through Friday 12:00 pm to 8:30 PM, with a half hour unpaid lunch and excluding holidays. Employees working any hours during the modified swing shift shall be compensated at three percent (3%)

In the event the Public Works Department chooses to revert back to the traditional trouble truck schedule (providing 24/7 level of service). The Employer will provide a three percent (3%) percent shift incentive pay for swing and five percent (5%) for graveyard. The Employer and the Union will meet to negotiate the criteria which must be met for shift incentives for swing shift and graveyard schedules.

The end of each year, prior to the end of the calendar year, the City will conduct an annual bid in which all Street Maintenance Workers will be assigned to attend. A Teamsters Local 117 shop steward will also be asked to attend. Employees will bid on standby hours based on seniority with the most senior person writing their name in the week they choose and then the

next senior employee choosing a week until all weeks have been chosen. Employees shall not work back to back shifts without mutual consent between the employee and the employer and staff cannot select a week in which they have approved leave. In instances when an employee is unable to be in attendance at the meeting the shop steward will pick the shift(s) on behalf of the absent employee.

Employee may trade up to seventy-five (75%) of their assigned weeks to another employee within their classification. Any trades must be agreed to by the two parties must be submitted at least fourteen (14) calendar days in advance of the date of the trade and approved by the Street Operations Assistant Division Manager. The Assistant Division Manager/or his designee will provide response within 48 hours of submission. Seniority is not considered when staff is trading assignments. No employee may work more than six (6) weeks in the program year. Staff with a CDL will not be assigned or allowed to bid trouble truck standby/shifts during chip seal/surface maintenance season each year. Employees on standby will be furnished a city cell phone or other device as determined by management.

During standby, calls that do not require return to the work site will be paid in cumulative 10<sup>th</sup> hour increments, each call is rounded to the nearest 5<sup>th</sup> minute. The employee will keep a record of all calls received on standby. This time shall be compensated at one and one half times (1 ½) the employees hourly rate or double time (2x) depending on the day. Instances where an employee chooses not to document calls, no compensation will be provided.

Shift change on Holidays that fall on Mondays will be done at 7:00 a.m. Employees performing the shift change will be compensated at one (1) hour at the appropriate over time rate for transferring the duty phone. This transfer will take place at Streets Operation Division or a mutually agreed upon place with managements approval. An employee called to work from standby status, who is required to take action and respond to callout to perform work, shall receive overtime for actual hours worked following a two hour minimum. Any subsequent callouts in a twenty-four (24) hour period shall be paid for actual hours worked.

## **Section C2 - SOLID WASTE**

### **C 2.1 – Hours of Work**

The standard hours of work for Environmental Services Solid Waste Management shall be between 6:00a.m. and 6:45 p.m.

- A. The employer will provide employees with a seven (7) days' notice of a permanent shift and/or scheduled days off change unless the change is mutually agreed to by the Employee and the Employer, except in the case of an emergency.
- B. If the Employer changes the assigned hours or days of scheduled work for employees without giving them at least a seven (7) day notice, employees will be paid for all time worked outside the scheduled hours or days at the overtime rate for the duration of the notice period
- C. An individual employee's schedules may be changed with less than a seven (7) day notice with mutual agreement between the affected employee(s) and the Employer with no overtime payment required for that day, as outlined in paragraph B above.
- D. Changes to individual Solid Waste Worker shifts including schedule changes that include a change in regularly scheduled days off or a shift that becomes available due to a permanent position opening will be offered by the Supervisor to other Solid Waste Workers within the section by seniority first. An available shift that is not claimed within

the section will be posted for bid for a minimum of seven (7) days. At the end of the post the employee with the most seniority in the classification that bids for the shift shall be assigned.

- E. Changes to shifts for Heavy Equipment Operators, Equipment Operators, and Scalehouse Operators that include a change in days off or shifts that become available due to a permanent position opening will result in all shifts for the affected classification within the Division to be bid by seniority.

### **C 2.2 – Setups for Scheduled and Unscheduled Vacancies**

A scheduled vacancy is any vacancy for which four (4) or more full working days advance notice is provided. An unscheduled vacancy is any vacancy for which advance notice of four (4) full working days is not provided.

When a civil service eligibility list has expired, set-ups will be offered by seniority until a new civil service eligibility list is established. When two employees have the same ranking on the civil service eligibility list, the employee with more seniority in their current classification would be offered the set up first.

- A. Setups will be offered in order listed in items 1 through 5 for paragraphs A and B above.
  1. Employees assigned to work in the Main Receiving Building (MRB) section who are on the civil service eligibility list in order of their ranking.
  2. Local 117 employees within the Solid Waste Management Division who are qualified and trained, and on the civil service eligibility list, in order of their ranking.
  3. All other employees assigned to work in the MRB section who are qualified and trained, by seniority.
  4. Local 117 employees within the Solid Waste Management Division who are qualified and trained, by seniority.
  5. In the event volunteers are not available, the City retains the right to assign qualified employees to setups or overtime in the inverse order of seniority within the section.

- B. Setup for Unscheduled Vacancies

Management may utilize qualified and trained on-site employees for unscheduled vacancies for setups to the Refuse Scale Operator, Equipment Operator and Heavy Equipment Operator classifications, prior to calling personnel in on overtime to fill an unscheduled vacancy. Setups will be offered as defined in paragraph A above.

If overtime is required to fill an unscheduled vacancy, overtime will be offered within the classification in accordance with Section C2.3.

If no employees in the vacant classification are available, or if they decline the offered of overtime, unscheduled vacancies within the Refuse Scale Operator, Equipment Operator, and Heavy Equipment Operator classifications will be filled in the order listed in paragraph C.

- C. Setup of Overtime for Scheduled vacancies:

Overtime will be offered in accordance with Section C2.3 prior to utilizing set-ups to fill a scheduled vacancy. If no employees in the vacant classification are available, or if they decline the offer of overtime, scheduled vacancies within the Refuse Scale

Operator, Equipment Operator and Heavy Equipment Operator classifications will be filled in the order listed in paragraph A above.

D. Daily Setups

The City agrees to notify the employee of the start and anticipated end time of a shift at the time the setup is offered. Employees shall have first right of refusal based on the order defined in paragraph A above; however, the employee must be willing to accept the anticipated shift as a whole. The anticipated setup shift is not guaranteed, as the actual end time may differ from anticipated shift, depending on operational needs.

**C 2.3 – Overtime Assignment**

The parties agree to the following process in the Solid Waste Division of the Environmental Services Department for overtime assignments.

- A. All overtime shall be from an established seniority list within each section on a voluntary basis by classification. If the overtime is not filled within the section then the overtime may be offered to qualified employees outside the section within the same classification by seniority. In the event volunteers are not available, the City retains the right to assign qualified employees overtime in the inverse order of seniority within the section.
- B. The sections shall be as follows:
  - 1. On-site Operations
    - a. Heavy Equipment Operator
    - b. Equipment Operator
    - c. Solid Waste Worker - Main Receiving Building (MRB)
    - d. Solid Waste Worker – Recycling
    - e. Solid Waste Worker – Facility Maintenance
    - f. Refuse Scale Operators
  - 2. Collection Operations
    - a. Solid Waste Worker – Collection
    - b. Solid Waste Worker – Container Maintenance and Delivery
- C. A temporary employee cannot be assigned scheduled overtime until all qualified permanent employees within the classification and section are offered the overtime.
- D. For purposes of this Agreement scheduled overtime is defined as work that is scheduled prior to the end of the previous work day.

**C 2.4 – SW Meal & Rest Breaks**

- A. The practice at the City of Tacoma Solid Waste Utility Division has been to allow employees to combine their two (2) fifteen minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The City hereby agrees to continue this practice whenever practicable. The Union recognizes that the City may need to restrict or modify this practice based upon operational needs or if this practice results in operational inefficiency.

If the Solid Waste Utility Division determines a need to restrict or modify this practice it will notify the Union at least two weeks prior to the implementation of the restriction or modification.

- B. Lunch breaks may be scheduled outside of the 2<sup>nd</sup> and 5<sup>th</sup> hour with mutual agreement from employees and management when this does not conflict with operational needs. If an employee is required and directed to work through the 2<sup>nd</sup> and 5<sup>th</sup> hour and not able to take a lunch during that period, the half hour lunch break will be compensated at time and one half for the missed lunch period, and the employee will be in an unpaid status when they take their missed lunch break after the 5<sup>th</sup> hour. An employee may elect to not take the missed lunch break, but must complete their full work shift.

### **C 2.5 – SWM CDL Testing**

The City would pay for the employee's cost of the exam fee for the CDL driving test taken on the employee's own time on the following basis:

- A. Employee must have the qualifications to take the CDL driving test which includes previously having passed both the written and physical tests.
- B. City will pay if the employee passes the CDL test.
- C. City will allow the employee to use a truck for the test – provided the test is given onsite or a CDL-licensed employee drives the truck to the test.

### **C 2.6 – Solid Waste Worker Assignments - Collections**

The following assignments occur only when there is a shortage of Collector Drivers. Solid Waste Worker positions, as well as additional temporary Laborer positions, assigned to the Collection Section will be used as an employee pool to work on the rear of trucks, to assist in container delivery and maintenance, and to perform other tasks assigned to employees of this Section. Solid Waste Workers shall be paid at their Solid Waste Worker rate of pay when performing all assigned tasks. There will still be temporary Laborer positions performing the same duties to address seasonal workload changes and other personnel needs.

At the start of each work day, the Collection Supervisor/Dispatcher will determine the tasks that need to be performed, and the Solid Waste Workers will be allowed to select from these tasks based upon their seniority. Solid Waste management may rotate workers between the various duties, on an as needed basis, to ensure familiarity with the tasks they may be asked to perform.

In certain cases, Solid Waste management may determine that it is in the best interest of the Division to assign one individual to a specific task for a limited period of time. In those cases, the assignment will be given to the individual that best suits the needs of the Division. Seniority will be considered in compliance with Section C 2.2 of the collective bargaining agreement when making these assignments.

When a vacancy of one of these positions is anticipated to last one year or longer, the position will be put up for bid and awarded by seniority. When a vacancy is anticipated to last less than one year the position may, at management's discretion, be put up for bid, left vacant or filled with a temporary Laborer.

### **C 2.7 SW Holidays**

Employees in the Solid Waste Management Division of Environmental Services working an approved flex 4/10, or 9/80, schedules will receive ninety-six (96) hours of holiday pay per year.

- Employees will receive eight (8) hours of pay for each observed holiday.



- Employees may augment the regular 8 hours of holiday pay with vacation or compensatory time for each holiday shift.
- Employees working on scheduled holidays will receive the appropriate overtime rate for all hours worked on said holidays

When an observed holiday falls on an employee's regularly scheduled day off, he/she may request to take off the scheduled day of work immediately preceding or the next scheduled day of work following the observed holiday.

### **C 2.8 Vacant Shifts**

When a permanent position is vacated and anticipated to remain vacant for six weeks or more due to a termination or a retirement, the vacant shift will be addressed as follows:

#### *For Heavy Equipment Operators/Equipment Operators/Refuse Scale Operators*

- A. Management may revise schedules and/or shifts in accordance with section C2.1 as needed to meet long term operational needs with reduced staffing levels.
- B. If Management does not deem it necessary to revise long term schedules and/or shifts, all shifts will be re-bid by seniority within two (2) weeks after the shift becomes vacant in accordance with section C2.1. Management reserves the right to delay the implementation of the new bidded shifts and/or implement temporary shift changes to meet operational needs until the vacant position is filled.

#### *For Solid Waste Workers*

- A. Management may revise schedules and/or shifts in accordance with section C2.1 as needed to cover long term operational needs with reduced staffing levels.
- B. If Management does not deem it necessary to revise long term schedules and/or shifts, the vacated shift will be offered to Solid Waste Workers currently assigned to the section. After individuals within the section make their selections, the remaining shift will be put out to bid Division-wide by seniority within two (2) weeks after the shift becomes vacant in accordance with section C2.1 in accordance with Section C2.1. Management reserves the right to delay the implementation of the new bidded shifts and/or implement temporary shift changes to meet operational needs until the vacant position is filled.

For the purpose of bidding, the Solid Waste Worker sections are listed in Section C 2.3

## **ADDENDUM D - TACOMA WATER**

This addendum is supplemental to the AGREEMENT by and between the City and the Union for the purpose of setting forth the mutual understanding of the parties specifically regarding working conditions. All issues not addressed in this Addendum shall be addressed in the body of the agreement. The following classifications are covered by this addendum:

- Equipment Operator
- Heavy Equipment Operator

### **D 1.1 – Hours of Work**

Eight (8) Hour Day – Eight (8) hours exclusive of the lunch period shall constitute a day's work. Normal hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing the thirty (30) minutes for lunch. For purposes of this addendum, the normal workday shall be considered to start at 12 midnight. Absent emergency conditions, when job requirements make it necessary to establish work hours other than the above, they may be temporarily established by twenty-four (24) hours notice, with mutual agreement by the parties. Where there is not mutual agreement, alternative work schedules will be offered in order of seniority. If none accept, the least senior employee will be assigned within the reporting headquarters. Alternate schedules will not be established such that an employee will receive less than his/her standard number of straight time hours.

### **D 1.2 – Set ups for Scheduled and Unscheduled Vacancies**

A scheduled vacancy is any vacancy for which two (2) or more full working days advance notice is provided. An unscheduled vacancy is any vacancy for which advance notice of two (2) full working days is not provided.

Set ups to the Heavy Equipment Operator classification, following the process listed in items one through four below, will be filled from the order listed in items a through b:

- a) Existing Water Division Equipment Operators on the Heavy Equipment Operator (HEO) Civil service list in rank order.
- b) Rank order from the current HEO Civil Service list.
  1. A one (1) day vacancy, scheduled or unscheduled would be filled from the reporting headquarters and section in which the vacancy occurs
  2. Vacancies of two (2) to four (4) days, scheduled or unscheduled, would be filled from within the reporting headquarters, without regard to section lines.
  3. Scheduled vacancies of five (5) days or longer will be filled from the existing civil service list without regard to reporting headquarters or section.
  4. If at any time during an unscheduled vacancy it is apparent that the absence will last more than a total of five (5) days, it shall be considered a scheduled vacancy and any set-up resulting from that absence shall be offered to the first available person on the list, Division wide, after one (1) day preparation time.

Set-ups to HEO and EO will be paid for actual hours worked.

### **D 1.3 – Overtime Assignment**

All overtime shall be from an established seniority list within each section, on a voluntary basis, by classification. In the event volunteers are not available, the Department retains the right to assign employees from the overtime list, in the inverse order of seniority.

On jobs which are immediately preceding or following the regular work day, the same crew shall be assigned the overtime on that particular job. When a crew member is not able to work overtime, the overtime shall be assigned by established seniority list, within the section, by reporting headquarters. Reporting headquarters are defined as In Town and McMillin.

With the exception of the situation where jobs are immediately preceding or following the regular work day where the same crew will be assigned the overtime job, a temporarily set-up employee cannot be assigned scheduled overtime until all permanently classified bargaining unit employees are offered the overtime.

For purposes of this Section, scheduled overtime is defined as work that is scheduled prior to the end of the previous regular work day.

#### **D 1.4 Water Reporting Sites**

When it is feasible and efficient to locate material and equipment necessary to perform work at a job site for a period of time, crews may be assigned to report directly to the work site at the start of the shift rather than their normal reporting headquarters.

#### **D 1.5 Fatigue Time**

An employee who works at least eighteen (18) continuous hours and has less than six (6) hours before the start of their next regular scheduled shift may opt to report to work no later than four (4) hours into the next shift. The employee will be compensated at the straight-time rate for the first four (4) hours of their shift. An employee who has worked at least eighteen (18) continuous hours and works past the start of their regular scheduled shift will be compensated at the straight-time rate for four (4) hours after being relieved from duty by their supervisor. Should the employee choose to take the remaining balance of the shift off they must use accrued sick leave, vacation, or previously accrued compensatory time to cover that balance.

**D 1.6 Vacated permanent open position** Equipment/Heavy Equipment Operators will have the first opportunity to bid into vacated, permanent open positions by seniority and for which they are qualified. If a position remains open after the bid process, that position will be filled by the new hire.

## **ADDENDUM E – Tacoma Power GROUNDS MAINTENANCE**

This addendum is supplemental to the AGREEMENT by and between the City and the Union for the purpose of setting forth the mutual understanding of the parties specifically regarding working conditions. All issues not addressed in this Addendum shall be addressed in the body of the agreement. The following classifications are covered by this addendum:

- Grounds Maintenance Crew Leader
- Grounds Maintenance Worker
- Hydro Grounds Maintenance Worker
- Laborer

A. The standard hours of work for Tacoma Power Grounds Maintenance shall be between 7:00 a.m. and 5:00 p.m.

B. Overtime Assignment

All overtime shall be from an established seniority list within each section, on a voluntary basis. In the event qualified volunteers are not available, the Department retains the right to assign qualified employees from the overtime list, in the inverse order of seniority.

On jobs which are immediately preceding or following the regular work day, the same crew shall be assigned the overtime on that particular job.

With the exception of the situation where jobs are immediately preceding or following the regular work day where the same crew will be assigned the overtime on that particular job, a temporarily set-up employee cannot be assigned scheduled overtime until all permanently classified bargaining unit employees are offered the overtime.

For purposes of this Section, scheduled overtime is defined as work that is scheduled prior to the end of the previous regular work day.

### **E 1.1 Tacoma Power Ground Maintenance Equipment and Crew Leader Upgrades**

This language supersedes the Letter of Agreement dated September 8, 2011.

1. In the event a temporary Crew Leader opening occurs for a period of **four (4)** days or less, the City may fill the temporary position by utilizing one of the other Crew Leaders to fill in for the absent Crew Leader. If a temporary opening occurs that is greater than **four (4)** days, the City will fill the Crew leader position with a Tacoma Power Grounds Maintenance Worker, with a valid CDL, based on classification seniority and the individual assigned will be upgraded to Crew Leader. Pay for work in the higher classification will be the step in the higher pay range that results in an increase of at least 5% over the employee's regular rate of pay, unless the higher pay range results in less than a 5% increase because salaries cannot be paid above the top step of the higher pay range.
2. In the event a permanent Crew Leader opening occurs, the Parties agree that the position will be filled utilizing the civil service list and interview process.
3. The Parties agree that **qualified** Tacoma Power Ground Maintenance Workers will receive equivalent to the Equipment Operator rate of pay above their regular rate of pay while operating the following equipment: Tacoma Power computer-controlled spray truck; backhoe; large tractor mower; **dump truck** requiring a commercial driver's license, and skidsteer loader when operated around energized equipment.

### **E 1.2 Emergency Weather Overtime**

During an emergency weather situation, shifts may be temporarily adjusted as needed.

An employee who performed work outside of his/her regular shift will be compensated at the appropriate overtime rate for all hours worked for the first shift. When assigned, employees are expected to work their entire shift during emergencies up to 12.5 hours. An employee is not obligated to work more than 12.5 hours on any calendar day so long as the employee has performed 12.5 hours of work on an emergency weather operations or a combination of emergency weather operations and regular shift schedule on any calendar day.

During extended emergency weather operations, the Employer agrees to pay all hours of the first shift as overtime provided that the first shift does not start at the beginning of the employees' regular shift.

**ADDENDUM F – Finance Department and  
Neighborhood & Community Services (NCS) Department**

**F 1.1 - Compensatory Time Off (CTO) Accrual Limits**

Upon approval for compensatory time, the limit shall be eighty (80) hours accrual per year. Any unused compensatory time will be paid out at the end of the year in which it is earned. Such limits shall apply to the following classification: Tax and License Office Auditor.

**F 1.2 - Schedule Changes**

The employer will provide employees with seven (7) days' notice of a permanent or temporary schedule change to accommodate the inspection of a business for compliance or to perform a field audit.

**F 1.3 - Field Personnel Clothing**

In the interest of providing a flexible basis for the varied working conditions of field personnel covered by the Teamsters Local 117 Agreement in the Finance Department or the NCS Department, and with recognition that various divisions, work units, and positions within a classification have varying needs, the City of Tacoma and the Union agree to the following regarding clothing.

On an as-needed basis, field personnel may make a request through the appropriate supervisor that foul weather gear be provided.

Certain field personnel may be provided with a uniform, partial uniform (shirt) and/or jacket. All such items shall be provided at the discretion of the appropriate manager or designee who will determine ownership of the item(s). Routine care and upkeep of all items designated as property of the employee shall become the sole responsibility of the employee. Each employee provided clothing in this manner is required to wear such clothing while on duty.

Repair or replacement of worn out items shall be made at the discretion of the appropriate manager or designee who shall assess if reasonable care has been taken. Each division or section providing clothing under this provision shall notify affected staff of the manager(s) designated to review requests regarding clothing.

Other items shall be considered City-owned and are for use only during the course of City business. With the exception of uniforms, City-owned items shall be kept in a work vehicle, locker or other storage area and not routinely taken home unless approved by the appropriate manager.

Other issues regarding clothing may be brought to the Labor/Management Committee for discussion and possible resolution.