

2024 – 2026

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

DISTRICT LODGE #160

ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW

(GENERAL UNIT)

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AND
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GENERAL UNIT**

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City and DISTRICT LODGE #160, ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

The Union and the Employer recognize the mutual benefit of working in partnership to achieve our common goals for the workplace. The employer and the union also join together in support of building a workplace that emphasizes greater employee involvement in developing efficient work practices that improve the effectiveness of the City's operations in service to the citizens. The parties recognize the need to work collaboratively to: minimize the need for outsourcing; develop and provide training opportunities; and investigate programs providing rewards for achieving and maintaining those efficiencies.

We will work in alliance to exceed customer expectations while sustaining a high quality work environment which endeavors to maintain a high degree of job security for its employees.

It is understood that nothing contained in this agreement shall compromise the Union's right to represent its members in the bargaining process nor shall any management right be compromised. The planning and implementation of this partnership agreement shall be administered by the Labor Management Committee.

ARTICLE 1 – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state law, the city charter, and city ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law, city charter, or city ordinances are paramount and shall prevail provided that where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees employed within the bargaining unit defined by the classifications listed in Appendix A to this Agreement, except those employees specifically excluded in Appendix A.

ARTICLE 3 – JOINT LABOR COMMITTEE

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

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to effect this end.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 The City will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with RCW 41.56.037, the City will provide the Union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

Section 4.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the Union monthly dues and assessments as certified by the secretary of the Union. The City will rely on information provided by the Union regarding authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee's authorization from the Union, the City will deduct membership dues from the employee's pay and remit same to the Union no later

than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union monthly dues and assessments. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union dues or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union monthly dues or assessments, the City will forward the request to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.4 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

ARTICLE 5 – GRIEVANCE PROCEDURE

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

Step 1 Employee and/or shop steward raises grievance with their immediate supervisor, or union representative raises grievance with the city official most immediately involved (written communication not required). The immediate supervisor shall advise the shop steward (or, as applicable, the involved City official shall advise the union representative) of the proposed resolution within fourteen (14) calendar days of the grievance having been raised.

Step 2 If the grievance cannot be resolved at Step 1, the employee and/or their Union representative shall, as soon as possible but not later than thirty (30) calendar days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to the next

level of management responsible for addressing grievances, with copies to the Union and the City's Labor Relations Division within fourteen (14) calendar days of the decision rendered at Step 1. This step shall not preclude contacts at lower levels if this may expedite the resolution process. The appropriate manager responsible for addressing the grievance shall (within fourteen (14) calendar days) render a decision in writing to the employee and Union, with a copy to the City's Labor Relations Division.

Step 3

Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the manager's disposition take up the matter with the head of the employee's department (General Government) or Division (Utilities), with a copy to the City's Labor Relations Division. Management shall, within fourteen (14) calendar days of receipt of the grievance, respond in writing to the Union representative and employee, with a copy to the City's Labor Relations Division. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved under the above steps may be referred to arbitration by either party to the Agreement. Either party shall give written notice to the other of its intention to arbitrate within twenty-one (21) calendar days following completion of steps listed. Prior to the selection of an arbitrator, the HR Director or designee shall meet with the Union to attempt a settlement of the grievance. This meeting shall take place within seven (7) calendar days from the notice to arbitrate. If no settlement is achieved a list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS), both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall strike first. If the parties cannot agree in one (1) day on the agency to provide the list, the Public Employment Relations Commission (PERC) shall provide the list. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. All other expenses related to the Arbitrator shall be divided equally. The Arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

Section 5.3 The above time frames may be extended by mutual agreement. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 5.4 To facilitate prompt and proper processing of grievances, each division will post a chain of command indicating the appropriate official(s) to which a grievance will be routed at each step of the grievance process.

ARTICLE 6 – WORK STOPPAGE

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

ARTICLE 7 – MANAGEMENT RIGHTS

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

The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; (g) evaluate performance; and (h) 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 (h) shall not be in conflict with city ordinances, personnel rules, or this labor agreement.

ARTICLE 8 – UNION ACTIVITIES

Section 8.1 Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

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

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

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to their supervisor upon return to work.
- B. The Union shall furnish the City Labor Relations Division with a written list of its stewards immediately after their designation and promptly notify the City of any change in such stewards; provided that the number shall not exceed six (6) stewards.

Section 8.4 Posting of Agreement and Notices: A copy of this Agreement shall be posted in a conspicuous place at each major work site. The employer agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union. The Shop Steward will be responsible for posting the contract. No postings will be made that are contrary to City policies.

ARTICLE 9 – SAFETY STANDARDS

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

Section 9.2 The City and the Union mutually agree that those applicable safety standards as outlined in federal, state, city, and department regulations legally binding upon the City shall be complied with by the City and the employees.

ARTICLE 10 – BENEFITS

Section 10.1 The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party to the Agreement choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be “status quo” for the year following the expiration of the Joint Labor Agreement most recently executed by both parties to this Agreement.

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

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

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

Section 10.3 Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

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

Section 10.5 Holidays. Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement.

- A. Floating holidays shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the individual employees. A floating holiday may not be taken without the prior approval of the appointing authority.
- B. Environmental Services – Solid Waste and Public Works Fleet Services – Solid Waste Annex bargaining unit employees may be assigned to work any holiday when the Recovery and Transfer Center is open to the general public. Non-working holidays are: New Year’s Day, Fourth of July, Thanksgiving Day, and Christmas Day. When the work week includes a non-working holiday, employees will be scheduled to work the next Saturday after that holiday in accordance with Art. 15, Overtime, Section 15.2, Scheduled Overtime, Section B of this Agreement.

Section 10.6 Medical, dental, vision, hospital and disability insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.7 Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.8 Jury Duty: Leave of absence for jury duty and payment therefor shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

Section 10.9 Union Leave: Leave of absence without pay shall be in accordance with Section 1.24.870 of the Municipal Code. Employees must submit a written request in advance of the leave to the appropriate manager that includes the reason for the leave and the inclusive dates of the leave. Requests will be considered and responded to in a timely manner.

Section 10.10 PTO: Personal time off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Eligible employees hired on or after January 1, 2020, shall be enrolled in the PTO program. All other employees may make a one-time election to enroll in the PTO program on a voluntary basis during periodic open enrollment periods.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2024 to and including December 31, 2026 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement, and in no event later than ninety (90) days, prior to the expiration of this Agreement.

ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination or unlawful harassment in accordance with applicable State, Federal or local laws, ordinances, rules or regulations. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

Section 12.2 Employees who feel they have been discriminated against or unlawfully harassed shall be encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Office to file a complaint. Nothing in this section shall prohibit employees from seeking relief through other channels. By mutual agreement between the City and the Union, a grievance may be held in abeyance until after the City EEO Officer has made a decision regarding a complaint.

ARTICLE 13 – FILLING OF VACANCIES

Section 13.1 Shops Defined: For the purposes of this Article "shops" shall be:

- (1) Public Works Fleet Services – Fleet Operations
- (2) Public Works Fleet Services – Solid Waste Annex
- (3) Fire Department – Fire Maintenance Garage
- (4) Tacoma Public Utilities – Fleet Services
- (5) Environmental Services – Plant Maintenance
- (6) Environmental Services – Solid Waste

Section 13.2 Temporary Vacancies: Temporary and/or scheduled vacancies, when filled, shall be filled with the existing civil service list for the classification concerned. An extension may be requested of the Human Resources Department by the Labor Management Committee. If a list does not exist, shop seniority shall be the primary consideration used in filling the vacancy until a new list is established. Notwithstanding the above, the City need not consider an employee who does not possess the knowledge, skills or physical ability required to fill the vacancy. Employees shall not change shops or shifts to fill vacancies unless requested by the City.

Section 13.3 Permanent Vacancies: Prior to the start of the recruitment process and the requisitioning of a replacement from the Civil Service eligible list, employees who hold status in the same classification as the vacancy, and are within the same department as the vacancy, may bid to transfer shops (as listed in Section 13.1 above) in their own department on a classification seniority basis; provided, that the City need not consider an employee's bid for transfer, if they do not possess the knowledge, skill or physical ability required to fill the vacancy. No more than one such bid transfer per twelve (12) month period per employee shall be permitted unless approved by management. When bid transfer opportunities arise within either Tacoma Public Utilities or the shops in General Government, an announcement and sign-up list will be posted in all eligible crew locations. The signing of the list by an eligible individual will constitute a bid for the position. The most senior qualified employee shall be allowed to transfer.

Section 13.4 Temporary Upgrades: Upon the discretion of management, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class

when they substantially assume the duties of such position. Such assumption of duties necessarily would result in their relinquishing their regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

ARTICLE 14 – HOURS OF WORK

Section 14.1 Employees located at Public Works Fleet Services – Fleet Operations, Public Works Fleets Services - Solid Waste Annex, and Environmental Services – Solid Waste shops will be permitted to bid on shift preference annually within their current shop. Shift bids must be submitted in January of each year and will be awarded in February on a seniority basis as prescribed by Section 21.4.

Section 14.2 For those shops with multiple shifts, the start time shall begin no earlier than the following:

- A. First Shift: 0400
- B. Second Shift: 1200
- C. Third Shift: 2100

The above times shall apply regardless of whether the shift consists of five eight hour days, four ten hour days or another alternate schedule. The parties agree that they will negotiate changes to shifts in accordance with the requirements of RCW 41.56.

Section 14.3 Employees working the first shift shall be scheduled to work for a period of eight and one-half (8½) hours, five days a week. One-half (½) unpaid hour shall be allowed for a lunch break. Second and third shift employees shall be present at the work location for a period of eight (8) hours, five days a week. One-half (½) paid hour shall be allowed for a lunch break. Pursuant to Personnel Management Policy 320, an employee may work an alternate work schedule.

Section 14.4 Employees shall be paid time and one half (1½) for the first shift outside of their regular shift when an emergency requires an employee's shift to be changed. Thereafter, employees will receive straight time for the first eight (8) hours and time and one half (1½) for any additional hours worked during that shift.

Emergency shift scheduling: Emergency shifts shall run for twelve hours.

All hours worked on Saturday shall be paid at time and one half (1½), all hours worked on Sunday shall be paid at double time.

No third shift differential shall be paid during emergency shifts.

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

Section 14.5 The Union recognizes that changes in operation or workload may necessitate changes in hours of work and days off. In such instances the parties shall meet to review alternatives satisfactory to the interests of both parties.

Section 14.6 Annual Bidding – Environmental Services Plant Maintenance Division Only.

- A. This section applies to all Waste Water Treatment Plant (WWTP) Senior Machinists, (WWTP) Machinists and (WWTP) Assistants assigned to the ES Maintenance Division and supersedes all prior bidding procedures for work areas.
- B. All bidding will be determined by seniority in appropriate classifications.
- C. No bidder may have more than one successful bid in any calendar year. The one exception will be a newly created position. In addition, a successful bidder of a minimum bid as referenced in Paragraph G below, that does not include WWTP Senior Machinists, may only bid on and perform in the same bid position for Plant 3 for two years in a row. A bidder in an assigned position may request consideration to be placed in another position. Such request will be considered on a case by case basis and approved if it is determined to be in the best interest of the section.
- D. Bidding does not preclude Management from making changes in the number or makeup of crew or areas of work.
- E. Management reserves the right to remove any bidder for cause.
 - 1. Regular, consistent attendance at work is a requirement for all positions with the City. Poor attendance may be used as justification for cause in accordance with applicable laws.
- F. Management may temporarily reassign employees in a successful bid position under the following circumstances:
 - 1. To establish that all employees are adequately trained in all equipment.
 - 2. When necessitated by physical limitations or when certain workload requires special skills, licenses or for special projects.
- G. Bids will be posted for the coming year on or before the first working day after December 10th. All biddable assignments will be posted for five (5) working days. Annually, Management will determine the number of bid positions for each area that will be posted for bidding, except that the following minimum number of bids will be posted annually in each of the areas listed below. The following chart of minimum number of bids does not include WWTP Senior Machinists positions:

<u>Area</u>	<u>Minimum No. of Bids</u>
1. Plant 1	5
2. Plant 1 Preventive Maintenance	1
3. Plant 3 (conditional to 2 years in a row)	1
4. Pump Stations	1
- H. It will be the responsibility of the eligible employees to check jobs as they are posted. If an employee is not present and they think a job will be posted, it will be their responsibility to make arrangements for their bid to be recorded.
- I. Non bidders: Employees who choose not to bid or do not successfully get a bid position will be placed in a pool and assigned as necessary to complete the daily work of the section as needed.

- J. All bid positions that become vacant during the year will be posted within twenty (20) days of when the vacancy occurs. At which time all permanent employees not in a bid position may bid for the opening in their classification. The successful bidder will be determined by seniority in classification. The bid will remain open for five (5) working days.
- K. When a position is filled by the bidding process, the successful bidder will be given a thirty (30) day trial period. Once accepted in the position the successful bidder may not bid on another position for the remainder of the year. If no bids are received the position will be assigned as needed.
- L. Position vacancies created by medical problems which exist for more than three (3) months will be posted for bid unless mutually agreed upon otherwise by both parties. The person being replaced will return to a position that is open in their classification or to the pool as appropriate. However, this employee will be eligible to bid on existing vacant positions when they are posted.

ARTICLE 15 – OVERTIME

Section 15.1 Any hours worked exceeding the regular work shift as set forth in Article 14 of this Agreement, or by an employee outside of their regularly scheduled shift, shall be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code. In the event no volunteers are available for overtime work, management will assign qualified employees in the reverse order of shop seniority.

Employees working a call-out, standby call or overtime that ends less than eight (8) hours before their next scheduled shift, shall be allowed an unpaid eight (8) hour rest break, if desired, before returning to their regular shift.

Section 15.2 Scheduled Overtime

- A. Overtime is considered to be scheduled if an employee receives notice of the overtime to be worked prior to the end of the employee's regular shift on their last regular work day prior to the day the overtime is to be worked.
- B. Scheduled Overtime shall be assigned for each Shop as follows:

Public Works Fleet Services – Fleet Operations, Public Works Fleet Services - Solid Waste Annex, and Environmental Services – Solid Waste: Overtime shall be assigned by shop seniority.

Tacoma Public Utilities Fleet Services: Overtime shall be assigned by shop seniority.

Fire Department (Fire Maintenance Garage): Overtime shall be assigned by shop seniority.

Environmental Services (ES) – Plant Maintenance: Overtime shall be assigned first, on a voluntary basis from a posted, written list containing the overtime available and the names of eligible employees in classification seniority order, highest to lowest. The

Supervisor will determine the appropriate order of classifications to be offered the overtime, and the timeframe in which employees can sign up for the overtime, and will indicate this on the posted list. In the event insufficient volunteers are available through this method, assignment will be in reverse order of classification seniority.

- C. Personnel requesting to be on a scheduled overtime list shall notify their supervisor in writing.

Section 15.3 Unscheduled Overtime

- A. When working on an assigned job that runs over into overtime, the employees working on that job are to be given first choice to finish that job as a continuation of shift. If the overtime job does not need the same number of assigned employees in a classification, the most senior employee will have the first choice of overtime.
- B. Call-back procedures will continue as established on a work-unit-by-work-unit basis and reduced to writing, unless expressly stated herein. Such procedures may be changed by mutual agreement between the designated union representative and the management representative.
- C. Environmental Services (ES) – Plant Maintenance. With the exception of continuation of a job as defined in Section 15.3.A above, unscheduled overtime shall be assigned first, on a voluntarily basis from a written list containing the names of eligible employees in classification seniority order, highest to lowest. The Supervisor will determine the appropriate order of classifications to be offered the overtime. If the employee contacted does not voluntarily take the assignment, or does not answer when the Supervisor calls if the employee is not at work, then the Supervisor will move on to the next person on the list. In the event insufficient volunteers are available through this method, assignment will be in reverse order of classification seniority.

In addition, if a Supervisor has unsuccessfully attempted to assign unscheduled overtime in accordance with Paragraph A of this Section 15.3, and there are fifteen (15) minutes or less remaining before the end of a shift, the Supervisor may assign the overtime separate from the list described in this Paragraph C, including assigning the overtime to a bargaining unit employee on standby.

Section 15.4 Compensatory Time At the employee's request, and with management's approval, the employee may substitute cash payment for equivalent compensatory time, or a combination thereof. All overtime worked and/or compensatory time accrued must be with prior supervisory/management approval and in accordance with the Tacoma Municipal Code 1.12.080. Any unused compensatory time will be paid out at the end of each calendar year.

Section 15.5 Call backs and Standby

- A. Call backs: All call backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that travel time, computed at the rate of thirty (30) minutes at time and one-half the employee's regular salary, shall be paid each way to and from work. Travel time shall count toward fulfilling the two (2) hour guarantee set forth above, but shall not count towards the overtime meal allowance described in Section 15.6 below.

- B. Standby: Employees assigned to standby shall be compensated at the standby rate prescribed in the applicable Joint Labor Agreement for those hours so assigned. Employees on standby must respond to the call-out within forty-five (45) minutes. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a cellphone and/or pager or be available by phone. Assignment for standby time will be done by seniority order, except for employees in Environmental Services Maintenance Division. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Personnel on standby must remain fit for duty.
- C. Assignment for Standby - Environmental Services Maintenance Division: Assignment for standby in the Environmental Services Maintenance Division shall be in accordance with its "Plant Maintenance Procedure." An employee assigned to standby cannot also be assigned to scheduled or unscheduled overtime. Except if an employee assigned to standby prefers to take a scheduled or unscheduled overtime assignment, the employee assigned to standby will work with management to locate a replacement from the standby board for the standby assignment. If a replacement cannot be located, the employee shall remain on standby.
- D. Compensation for Emergency Telephone Calls and/or Emergency Texts and/or Other Employer-Authorized Communication Platform Emergency Contact While on Standby: For each 24-hour calendar day, and when in standby status starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the applicable overtime rate when responding to the first emergency call or emergency text from their manager or supervisor, and/or approved by them, not requiring a return to the worksite. All emergency calls or emergency texts added together are included in that one (1) hour rate during that 24-hour period, unless the total duration of responses to calls or texts exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid, rounded to the nearest 6th minute. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.
- E. Compensation for Emergency Telephone Calls and/or Emergency Texts and/or Other Employer-Authorized Communication Platform Emergency Contact While Off Duty: For each 24-hour calendar day starting at 12:00 midnight, while off duty, employees shall be compensated a minimum of one (1) hour at the applicable overtime rate when responding to the first emergency call or emergency text from their manager or supervisor, and/or approved by them, not requiring a return to the worksite. All emergency calls or emergency texts added together and related duties are included in that one (1) hour rate during that 24-hour period, unless the total duration of calls or texts and related duties exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid, rounded to the nearest 6th minute. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.

Section 15.6 Meal Allowance

- A. When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the employer and brought to the employees, if so requested.
- B. Employees assigned to an emergency twelve (12) hour shift will receive a one-half (½) hour paid meal break.
- C. An employee working non-scheduled overtime including call outs of at least two (2) hours, not including travel time, will receive a meal allowance as prescribed in the applicable Joint Labor Agreement and then at four (4) hour intervals while continuing to work overtime.
- D. An employee working scheduled overtime on a regularly scheduled work day will not be eligible for a meal allowance.
- E. Employees will not be eligible for a meal allowance when working scheduled overtime on a regularly scheduled day off unless the number of hours worked exceeds their normally scheduled total daily hours of work.

ARTICLE 16 – TOOL AND BOOT ALLOWANCE

Section 16.1 Tool Allowance: The tool allowance shall be paid in the pay period following January 1 and shall be made only to those regular employees in a paid status on January 1, or the last regularly scheduled work day prior to January 1. If an employee is on probation during this time, they shall become eligible for the tool allowance upon successful completion of probation. The allowance cannot be paid more than one time in a calendar year.

Annual Tool Allowance by classification

Vehicle and Equipment Shop Attendant	\$550.00
Fabrication Welder*	\$455.00
Equipment Mechanic, Heavy	\$750.00
Fire and Marine Diesel Mechanic	\$750.00
Fire and Marine Shop Supervisor	\$750.00

* This allowance does not apply to Fabrication Welders in the Environmental Services or the Craft Shops – Plant Engineering.

All tools purchased shall be added to the inventory list maintained by each employee.

Section 16.2 Tool Replacement: The City shall replace any tools which are lost because of fire or theft. When such loss is due to theft, evidence concerning breaking and entering or other evidence of actual theft must be present.

Theft from an employee’s tool box or work area shall be considered breaking and entering for purpose of tool replacement if the employee does the following:

- A. Checks with other employees in the work group to ensure that the tool was not misplaced or borrowed.

- B. Submits a police report.
- C. Submits an affidavit confirming that they have taken steps A & B above and understands that filing a false police report may result in disciplinary action, up to and including termination.

If the missing tool is recovered, the replacement tool becomes City property.

The City will replace, upon redemption, with equal quality any tools broken on the job. The employee shall submit and maintain on file an updated inventory of all personal tools used on the job.

The City shall not replace tools unless an up-to-date inventory is maintained and such tools are listed on the inventory list.

Section 16.3 The City will continue the current level of providing tools required for classifications covered under this Agreement.

Section 16.4 Safety Footwear Allowance: The safety footwear allowance of \$300.00 shall be paid in the pay period following January 1 and shall be made only to those regular employees in a paid status on January 1, or the last regularly scheduled work day prior to January 1. If an employee is on probation during this time, they shall become eligible for the safety footwear allowance upon successful completion of probation. The allowance cannot be paid more than one time in a calendar year. Footwear purchased shall be a style approved by the City Safety Division for the nature of work performed.

ARTICLE 17 – APPRENTICES & TRAINING

Section 17.1 Apprentices Training requirements for apprentices shall be in accordance with an approved and recognized Automotive Machinists Apprenticeship program, or in accordance with a program mutually agreed to by the Union and management.

- A. Equal Opportunity – The parties agree that workplace diversity is to be encouraged. To that end, in the event the City employs apprentice(s), the parties agree that in the hiring of apprentices, women and persons from underrepresented, historically marginalized communities will be actively encouraged to apply.
- B. Qualified apprentices shall be eligible to receive the same certification premiums and applications of rate as the journey level position in their field, and as identified in Appendix A.

Section 17.2 Training

- A. The parties agree that they have a joint responsibility to encourage training, including cross training, and education for the development and maintenance of skills needed to achieve a high performance work organization.
- B. A joint Labor/Management Training Committee may be established at the request of either the Union or Management in each department/division to research and evaluate

training opportunities and review requests in order to make the best use of available training funds.

ARTICLE 18 – SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 19 – DISCIPLINE

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

Section 19.1 The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 19.2 The Employer agrees to notify the Union in writing that an employee may be subject to disciplinary action.

Section 19.3 If requested by the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 19.4 No later than three (3) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in its possession.

Section 19.5 The Employer may place an employee on paid administrative leave pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 19.6 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 19.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee; however, letters of reprimand shall not be subject to the grievance procedure.

Section 19.8 A suspension of more than two (2) days, a dismissal or a disciplinary reduction in rank or pay, may be processed under the grievance procedure provided for in Article 5 of this

Agreement. Suspensions of five (5) days or less are not subject to Step 5.2 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 procedures.

ARTICLE 20 – LABOR MANAGEMENT COMMITTEE

By mutual agreement between the parties, a Labor Management Committee may be established consisting of equal representation from labor and management. 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.

The Committee shall establish its own rules of procedure and time and place of meetings. The Chair of the Committee will rotate between Labor and Management with Labor chairing the first and third quarter meetings and Management chairing the second and fourth quarter meetings. The designated chair for Labor is the Business Representative and the designated chair for Management is the City's Labor Negotiator. The chair of each meeting will handle logistics for the meeting, solicit agenda items and provide notice to the committee. If no agenda items are identified, no meeting need be held.

ARTICLE 21 – SENIORITY

Section 21.1 City seniority is the length of aggregate service with the City pursuant to Section 1.12.075 of the Compensation Plan which shall determine:

1. Vacation accrual
2. Longevity pay

Section 21.2 Classification seniority is the length of service within a classification which shall determine:

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

Section 21.3 Seniority for the purposes of layoff, demotion in lieu of layoff, and reemployment shall be the length of continuous service with the City in the specific class involved and in all higher classes to which the employee has been promoted or appointed.

Section 21.4 Shop seniority is length of service within a particular shop within a classification which shall determine:

1. Shift preference
2. Vacation selection
3. Determination of scheduled overtime per Article 15
4. Temporary upgrades pursuant to Article 13

- A. If an employee is promoted or transferred to a classification within the Bargaining Unit, seniority for the purpose of shop and classification seniority will continue to accrue until the employee has completed the new probationary period. Once the employee has completed probation, seniority in the employee's old classification and shop shall be retained but will not continue to accrue.

- B. If an employee promotes or transfers to a different bargaining unit or to an unrepresented position, seniority for the purpose of shop and classification seniority will accrue until they have completed the new probationary period, if applicable. Once the employee has completed probation, seniority in the employees' old classification and shop shall be retained providing the employee returns to their previously held classification and shop for reasons of lay off or demotion in lieu of lay off. If an employee returns to their previous classification or shop, for any other reason, the employee will lose all shop and classification seniority.

- C. If an employee is transferred or temporarily assigned to another shop at the request of management they will continue to earn seniority in the previous shop.

Section 21.5 A journeyman who has served an apprenticeship with the City shall have seniority commencing with the date of appointment as an apprentice.

Section 21.6 Department seniority for purposes of assignment in the Environmental Services Central Treatment Plant Maintenance Standby Procedure is length of service within a department.

EXECUTED IN TACOMA, WASHINGTON, ON THIS ____ DAY OF _____, 2024

City of Tacoma
a municipal organization

District Lodge #160, on behalf of
Local Lodge #297 of the IAM and AW

City Manager

Business Representative

Director of Public Utilities

Division Manager, Labor Relations

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

Representatives at the Bargaining Table:

Jude Kelley - Labor
Bruce Bouyer - Fire
Scott McVicker - PW
Justin Davis – PW
Don Ashmore - TPU
Hugh Messer - WWTP
Tyler Robertson – WWTP

Zac Collins - IAM
Nick Corey - Fire
Ryan Young – PW
Martin Major - PW
Mike Isenberg - TPU
Rick Miklian - WWTP
Nichole Taini - WWTP

APPENDIX A

SECTION 1 – WAGES

A. Salary Tables

The tables below include both general wage adjustments and any increase for market/compression adjustments, as described in Section 1, Paragraphs B and C, below.

SALARY TABLE – Effective JANUARY 1, 2024

Code	A	Job Title	1	2	3	4	5
53320		*Equipment Mechanic, Heavy	37.08	38.93	40.88		
53100		Fabrication Welder	40.83	42.87			
53350		Fire & Marine Diesel Mechanic	44.98				
53360		Fire & Marine Shop Supervisor	56.24				
53120		Machinist	41.63				
53380		Solid Waste Mechanic	40.31				
53300		Vehicle & Equipment Shop Attendant	28.66	30.09	31.59	33.17	34.83
53340		Vehicle & Equipment Shop Supervisor	50.54	53.07			
50990		WWTP Assistant	30.64	32.17	33.78		
51050		WWTP Maintenance Machinist	43.45	45.62	47.90		
51060		WWTP Maintenance Machinist, Senior	50.16	52.67			
51110		WWTP Maintenance Technician	36.92	38.77	40.71		

* Effective retroactive to January 1, 2024: (a) the Equipment Mechanic, Heavy classification will have three salary steps, instead of one; (b) the new third step will be the current single step, including the general wage and market increases effective retroactive to January 1, 2024 as referenced in Section 1.B and 1.C below; (c) the two salary steps below the new third step will be at five percent (5%) intervals; and (d) all employees who were at the old single step prior to January 1, 2024 will be moved to the new step three.

SALARY TABLE – Effective JANUARY 1, 2025

Code	A	Job Title	1	2	3	4	5
53320		Equipment Mechanic, Heavy	41.14	43.20	45.36		
53100		Fabrication Welder	42.06	44.16			
53350		Fire & Marine Diesel Mechanic	49.91				
53360		Fire & Marine Shop Supervisor	62.41				
53120		Machinist	46.20				
53380		Solid Waste Mechanic	42.25				
53300		Vehicle & Equipment Shop Attendant	29.45	30.92	32.47	34.09	35.79
53340		Vehicle & Equipment Shop Supervisor	52.45	55.07			
50990		WWTP Assistant	31.49	33.06	34.71		
51050		WWTP Maintenance Machinist	45.31	47.58	49.96		
51060		WWTP Maintenance Machinist, Senior	52.31	54.93			
51110		WWTP Maintenance Technician	38.51	40.44	42.46		

SALARY TABLE – Effective JANUARY 1, 2026

Code	A	Job Title	1	2	3	4	5
53320		Equipment Mechanic, Heavy	43.75	45.94	48.24		

53100		Fabrication Welder	43.31	45.48			
53350		Fire & Marine Diesel Mechanic	53.08				
53360		Fire & Marine Shop Supervisor	66.37				
53120		Machinist	48.66				
53380		Solid Waste Mechanic	43.52				
53300		Vehicle & Equipment Shop Attendant	30.32	31.84	33.43	35.10	36.86
53340		Vehicle & Equipment Shop Supervisor	54.02	56.72			
50990		WWTP Assistant	32.43	34.05	35.75		
51050		WWTP Maintenance Machinist	46.68	49.01	51.46		
51060		WWTP Maintenance Machinist, Senior	53.89	56.58			
51110		WWTP Maintenance Technician	39.67	41.65	43.73		

B. General Wage Annual Adjustments

1. Bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement, and employees who retired from this bargaining unit for the time they were in the bargaining unit in 2024, will receive a base wage increase of two and three quarter percent (2.75%), retroactive to January 1, 2024.
2. Effective January 1, 2025, base wage rates will be increased by two and three quarter percent (2.75%).
3. Effective January 1, 2026, base wage rates will be increased by three percent (3.0%).

C. Other Salary Adjustments

In addition to the General Wage Annual Adjustments described in Section B above, as indicated in the table below, effective retroactive to January 1, 2024, on January 1, 2025, and on January 1, 2026, respectively, the bargaining unit classifications listed will receive the one-time adjustments indicated, to address market and/or compression factors:

Market/Compression Adjustments				
Code	Job Title	Jan. 1, 2024	Jan. 1, 2025	Jan. 1, 2026
5332	Equipment Mechanic, Heavy	5.00%	8.00%	3.25%
5310	Fabrication Welder	5.00%	.25%	--
5335	Fire & Marine Diesel Mechanic	5.90%	8.00%	3.25%
5336	Fire & Marine Shop Supervisor	6.00%	8.00%	3.25%
5312	Machinist	5.00%	8.00%	2.25%
5338	Solid Waste Mechanic	5.00%	2.00%	-
5330	Vehicle & Equipment Shop Attendant	2.00%	--	--
5334	Vehicle & Equipment Shop Supervisor	5.00%	1.00%	--

5099	WWTP Assistant	2.00%		
5105	WWTP Maintenance Machinist	5.00%	1.50%	
5106	WWTP Maintenance Machinist, Senior	5.00%	1.50%	
5111	WWTP Maintenance Technician	4.10%	1.50%	--

D. Unfilled Classifications. The following classifications are unfilled. In the event management determines a need to fill the positions, they agree to engage in negotiations with the union regarding the appropriate hourly wage.

- CSC 5320 Auto Body Repairer
- CSC 5331 Auto Mechanic Apprentice
- CSC 5333 Equipment Mechanic (journey level)
- CSC 5339 Service Writer
- CSC 5346 Vehicle & Equipment Com Tech

SECTION 2 – APPLICATION OF RATES

- A. Any qualified employee assigned to the Waste Water Treatment Plant, when welding in any confined space, shall be paid an additional five percent (5%) above their base rate of pay.
- B. A Heavy Equipment Mechanic and Fabrication Welder shall receive an applied rate of five percent (5%) above their base rate of pay when assigned to act in a lead capacity. It shall be management’s sole discretion to assign lead functions to an employee.
- C. Graveyard Shift Incentive: An employee assigned to work the third shift, typically between 2100 and 0700, shall receive a fifty cent (\$.50) application of rate for each hour worked on or after 2100.
- D. A Heavy Equipment Mechanic assigned to General Government Fleet Annex Shop with a NGVi CNG Fuel System Inspector certification will receive an applied rate of three percent (3%) above their base rate of pay when performing an inspection requiring such a certification. It will be Management’s sole discretion to approve the required training for an employee to obtain the certification and to subsequently assign such an inspection to an employee.
- E. Except for employees receiving Premium Pay pursuant to Section 3, Paragraph N below, a WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic with a valid Crane Operators Certification will receive an applied rate of three percent (3%) above their base rate of pay when operating a boom truck. Priority will be given to employees with a valid Class B CDL. It will be Management’s sole discretion to approve the required training for an employee to obtain the certification and to subsequently assign such work to an employee. Employees will be offered the opportunity to train and test based first on classification seniority, then shop seniority within a classification. An employee will have one opportunity to pass the training and test before another employee is provided the opportunity.

There shall be no pyramiding of application of rates.

SECTION 3 – PREMIUM PAY

In accord with maintaining the efficiency of the City's operations and determining the methods, means, and personnel by which such operations are to be conducted, Management reserves its right to determine the number of employees who will receive the Premium Pay listed in this Section 3, including approving employees for the required training based on business needs and budgetary concerns.

- A. A Vehicle and Equipment Shop Attendant, except those assigned to work at the Fire Maintenance Garage shall receive a certification premium in the amount of two percent (2%) above their base rate of pay for holding one of the following ASE certifications: Preventive Maintenance and Inspection, Brakes, or Steering and Suspension.
- B. A Vehicle and Equipment Shop Attendant assigned to Fire shall be eligible to receive a certification premium of three percent (3%) above their base rate of pay for holding either the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician OR the Level I Fire Apparatus Technician; OR a total of five percent (5%) above their base rate of pay for holding both the EVT Level I Ambulance Technician AND the Level I Fire Apparatus Technician.
- C. A Heavy Equipment Mechanic shall receive a certification premium of three percent (3%) above their base rate of pay for holding five (5) ASE certifications in either the Automotive or Truck Series, OR five percent (5%) above their base rate of pay for holding either an ASE Master Automobile Technician or Master Medium/Heavy Truck Technician certification.
- D. In addition to the premium pay described in (C) above, a Heavy Equipment Mechanic shall receive a certification premium of five percent (5%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.
- E. A Fire and Marine Diesel Mechanic shall receive a certification premium of five percent (5%) above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician AND the Level I Fire Apparatus Technician; OR for holding one of the EVT Level II Ambulance Technician OR the Level II Fire Apparatus Technician.
- F. A Fire and Marine Diesel Mechanic shall receive an additional two percent (2%) for a total of seven percent (7%) above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level II (Ambulance and Fire Apparatus) OR for holding one of the EVT Level III Ambulance Technician OR Level III Fire Apparatus Technician.
- G. In addition to the premium pay described in (E) and (F) above, a Fire and Marine Diesel Mechanic shall receive a certification premium of five percent (5%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.

- H. A Fire and Marine Shop Supervisor shall receive a certification premium of five percent (5%) above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician AND the Level I Fire Apparatus Technician; OR for holding one of the EVT Level II Ambulance Technician OR the Level II Fire Apparatus Technician.
- I. A Fire and Marine Shop Supervisor shall receive an additional two percent (2%) for a total of seven percent (7%) above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level III Ambulance Technician AND Level III Fire Apparatus Technician.
- J. In addition to the premium pay described in (H) and (I) above, a Fire and Marine Shop Supervisor shall receive a certification premium of two percent (2%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.
- K. A Vehicle and Equipment Shop Supervisor shall receive a certification premium of five percent (5%) above their base rate of pay for holding the NAFA/CAFS certification OR, effective January 1, 2017, an ASE Master Automobile Technician OR an ASE Master Medium/Heavy Truck Technician certification.
- L. A Fabrication Welder shall receive a certification premium of two percent (2%) above their base rate of pay for holding a Washington Association of Building Officials (WABO) Structural Welder OR AWS D1.1 Certification. The cost of the annual certification is the responsibility of the City of Tacoma.
- M. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic may receive a maximum certification premium of three percent (3%) above their base rate of pay for holding a Water Backflow Assembly Technician license based on Management's determination of business needs. Employees will be offered the opportunity to train and test based first on classification seniority, then shop seniority within a classification. An employee will have one opportunity to pass the training and test before another employee is provided the opportunity.
- N. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic who as of January 1, 2020 is receiving a maximum certification premium of three percent (3%) above their base rate of pay for holding a Crane Operators Certification, shall continue to receive this premium as long as they are in one of the classifications listed in this Paragraph N. This premium is not available to any other current and/or future employees. An employee receiving this premium shall not also be eligible for the premium in Paragraph M above, or the application of rate in Section 2.E above.

Certifications must be kept current with documentation provided by the employee in order to maintain the certification premium pay.

Except as described in (D), (G), and (J) above, there will be no pyramiding of premium pay.

SECTION 4 – SUPPLEMENTAL PENSION

The City has withdrawn the bargaining unit from the Western Metals Pension Fund and has assumed withdrawal liabilities in accordance with plan procedures and applicable law.

SECTION 5 – LONGEVITY PAY

Employees who on December 31, 2019, qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired on or after January 1, 2020, shall not be eligible or participate in the longevity program.

APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the City of Tacoma and Tacoma Joint Labor Committee 2023-2024 Collective Bargaining Agreement:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits

eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums.

Employees selecting employee-only coverage will contribute \$50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$100 per month towards the premium costs of medical insurance.

In addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.2.5 Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the

participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no

premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.4.4 Dual Coverage Wellness Credit - If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements for the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contribution for medical insurance coverage.

6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer’s medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if he/she should lose their alternative medical, dental and vision coverage.

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

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

- 6.6.2** Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time
- 6.6.3** Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.
- 6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate
- 6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
- 6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.
- 6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:
 - 6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
 - 6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.
 - 6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.
- 6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:
 - 6.8.1** Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the

supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.

- 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
 - 6.11.1** Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
 - 6.11.2** Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month
 - 6.11.3** Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.
- 6.12** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

- 6.12.1** A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.
- 6.12.2** In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.
- 6.12.3** Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 6.12.4** Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.
- 6.13** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

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

6.15 **Wellness**

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

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

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Meal allowances shall be \$18 per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

INDEX OF LETTERS OF AGREEMENT/UNDERSTANDING
CITY OF TACOMA
AND
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW
GENERAL UNIT

1. Seniority for WWTP Assistants Given Opportunity to Promote to WWTP Maintenance Technician LOA
2. Digester Special Project at Environmental Services Department Central Treatment Plant Revised LOU
3. 9/80 Schedules Pilot Program for Certain Employees – Environmental Services Department, Operations and Maintenance Division Revised LOU
4. Solid Waste Mechanic Training Due To Classification Specification Revisions LOU

**Letter of Agreement
By and Between
CITY OF TACOMA
And
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW (GENERAL UNIT)
Effective Date: Nov. 1, 2019**

Subject: Seniority for WWTP Assistants Given Opportunity to Promote to WWTP Maintenance Technician

Effective October 18, 2019, the City of Tacoma (“City”) and District Lodge #160 on Behalf of Local Lodge #297 of the IAM and AW (General Unit) (“Union”) (collectively, the “Parties”) entered into a Letter of Agreement providing certain WWTP Assistants the opportunity to promote into the WWTP Maintenance Technician classification (“Promotional Opportunity LOA”, attached hereto as Exhibit 1). That Promotional Opportunity LOA was silent regarding what seniority the WWTP Assistants would have once they promoted into the WWTP Maintenance Technician classification. The Parties enter into this Letter of Agreement (“Seniority LOA”) to address this issue.

Therefore, the Parties agree to the following:

1. Pursuant to the Promotional Opportunity LOA, employees in the WWTP Assistant position on October 18, 2019, the Effective Date of the Promotional Opportunity LOA, (Applicable Employees) were offered the opportunity to promote to the WWTP Maintenance Technician job classification, at Step 2.
2. Applicable Employees had ten business days from the date of the written offer to notify their Assistant Division Manager, in writing, that they wished to promote.
3. The Parties agree that Applicable Employees who choose to promote in accordance with the Promotional Opportunity LOA will all promote on the same day.
4. The Parties further agree that seniority for the Applicable Employees entering the WWTP Maintenance Technician classification will be calculated pursuant to TMC Section 1.24.920. In order to address the inevitable tie in seniority resulting from multiple employees promoting on the same day, the Parties agree to rank seniority for the Applicable Employees who promote on the basis of their seniority in the WWTP Assistant classification, from highest to lowest. That seniority rank is summarized, for convenience:

Rank	Name	WWTP Assistant Seniority Date
1	Charles Niemier	01/04/2011
2	Derek Butterton	06/27/2016
3	Kenneth Songao	05/29/2018
4	Nichole Taini	06/25/2018
5	Destry Wilcox	12/24/2018

5. This LOA will be effective on the date the last signatory has signed this below.

Nothing in this LOA is intended to be used as a precedent for other similar matters.

ORIGINAL SIGNED BY:

For District Lodge #160 General:

Tommy Hunt
Business Representative
Date: 10/16/2019

For the City of Tacoma:

Elizabeth Pauli
City Manager
Date: 11/01/2019

Dylan Carlson
Senior Labor Relations Manager
Date: 10/28/2019

Approved as to form:

Cheryl Comer
Deputy City Attorney
Date: 10/28/2019

**Letter of Understanding
By and Between
CITY OF TACOMA
And
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW (GENERAL UNIT)**

Initial Effective Date: September 1, 2020

Revised: _____

**Subject: Digester Special Project at Environmental Services Division
Central Treatment Plant**

The City of Tacoma (City) and District Lodge #160 on Behalf of Local Lodge #297 of the IAM and AW (General Unit) (Union) (collectively, the Parties) enter into this Letter of Understanding (LOU).

Background

The Environmental Services Division Central Treatment Plant has a special project involving Union members to clean a digester. In the past, this has been done on regular work time (an eight hour shift during the day), and has taken approximately three months to complete, because starting and stopping the digester each day is time consuming. Previously, an LOU between the Parties created a pilot project to evaluate the efficiency of performing the work in twelve hour shifts on a twenty-four hour basis for a trial period. This is in keeping with Article 14, Hours of Work, Section 14.6 of the 2020-2023 collective bargaining agreement between the Parties, pursuant to which Management may temporarily reassign employees for “special projects.”

Since the Pilot Project pursuant to the previous LOU was successful, this revised LOU continues the special project involving Union members to clean a digester at the Environmental Services Division Central Treatment Plant.

Agreement

The Parties agree to the following terms and conditions:

1. Four Union employees will work twelve hour shifts, one Waste Water Treatment Plant (WWTP) Maintenance Machinist and one WWTP Maintenance Technician per shift, to run for twenty-four hours. A WWTP Assistant may be added to a shift, which Management will determine after further discussion with the Union.
2. The first shift will be from 7 a.m. to 7:15 p.m., the second shift from 7 p.m. to 7:15 a.m.
3. The twenty-four hour schedule is expected to run for five work days, starting on a Monday, possibly going into another week as needed.
4. The shifts will be offered on a volunteer basis.

**Letter of Understanding
By and Between
CITY OF TACOMA
And
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW (GENERAL UNIT)
Initial Effective Date: October 25, 2021
Revised: _____**

Subject: 9/80 Schedules Pilot Program for Certain Employees - Environmental Services Department, Operations and Maintenance Division

The City of Tacoma (City) and District Lodge #160 on Behalf of Local Lodge #297 of the IAM and AW (Union (collectively, the “Parties”) enter into this Letter of Understanding (“LOU”).

Background

This LOU results from the Parties’ interest in exploring through a Pilot Program providing greater worktime flexibility for the employees referenced in this LOU and reaping available work efficiencies possible through the schedule change defined in this LOU, while at the same time continuing to provide quality services to the citizens of our community.

Agreement

The Parties agree to the following terms and conditions:

1. This LOU applies to the following employees (hereafter “Pilot Program Employees”) in the Environmental Services Department, Operations and Maintenance Division (hereafter “O&M Division”):
 - a. All employees in the Waste Water Treatment Plant (“WWTP”) Assistant classification;
 - b. All employees in the WWTP Maintenance Technician classification;
 - c. All employees in the WWTP Maintenance Machinist classification; and
 - d. All Employees in the WWTP Maintenance Machinist, Senior classification.
2. All Pilot Program Employees listed in Paragraph 1 above will work a 9/80 Schedule, defined as follows: in a two-week pay period, four nine (9) hour days, Monday – Thursday, and one eight (8) hour day, Friday, the first week, followed by four nine (9) hour days, Monday – Thursday, each work day with a one-half (1/2) hour unpaid lunch, with the fifth day, Friday, off work, the second week:

	Week One	Lunch	Hours	Week Two	Lunch	Hours
Monday	6 am-3:30 pm	½ hour	9	6 am-3:30 pm	½ hour	9
Tuesday	6 am-3:30 pm	½ hour	9	6 am-3:30 pm	½ hour	9
Wednesday	6 am-3:30 pm	½ hour	9	6 am-3:30 pm	½ hour	9
Thursday	6 am-3:30 pm	½ hour	9	6 am-3:30 pm	½ hour	9
Friday	6 am-2:30 pm	½ hour	8	OFF		
Saturday						
Sunday						

The work week is defined as represented above, such that forty (40) hours are worked each week for Fair Labor Standards Act (“FLSA”) compliance purposes. This produces one extra day off every two weeks, and the work week splits on the eight (8) hour day and the day off.

3. Vacation Leave, Sick Leave, and PTO. Vacation leave, sick leave, and PTO will continue to accrue at the regular rate. When an employee takes a full day of vacation leave, sick leave, or PTO, the time charged will be for the full number of hours the employee was scheduled to work that day. This compensates for actual time absent for regularly scheduled work hours.
4. Paid Holiday on a Work Day. When a paid holiday falls on an employee's regularly scheduled workday, the employee will be paid eight (8) hours of holiday pay. If the regularly scheduled work day is greater than eight (8) hours, the hourly employee will be required to use vacation leave, PTO, or compensatory time earned, or leave without pay at the employee's option to make up the additional time the hourly employee was scheduled to work in excess of the eight (8) hours of holiday pay.
5. Paid Holiday on a Scheduled Day Off. When a paid holiday falls on an employee's regularly scheduled day off the employee must revert to a standard work schedule of eight (8) hours per day for the two week pay period in which the holiday falls.
6. Meal Periods and Breaks. The rules, regulations and policies, including as described in the applicable collective bargaining agreement, pertaining to meal periods and breaks remain the same under this Pilot Program. (See District 160 General CBA Section 14.3).
7. Overtime. The rules, regulations and policies, including as described in the applicable collective bargaining agreement, pertaining to overtime remain the same under this Pilot Program. That is, on a regular work day pursuant to this Pilot Program, any hours worked exceeding an employee's shift is considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code. (See District 160 Gen. CBA Section 15.1). Thus, on a regular work day, overtime for employees begins after their regular work time is completed. For example, on a day when employees work a nine-hour day, with a one-half (1/2) hour unpaid lunch, overtime begins after the nine and one-half (9½) day is completed.
8. Standby. Standby duty is assigned for seven days, or eight days if covering a Monday holiday, outside of the regular business hours as defined in Paragraph 2 above, and in accordance with the Plant Maintenance Standby Procedure of the Environmental Services Central Treatment Plant.
9. The Parties agree that, to the extent that the terms of this LOU conflict with the terms of the applicable collective bargaining agreement, this LOU prevails for purposes of this Pilot Program. All other terms of the applicable collective bargaining agreement remain in effect for this Pilot Program. If issues arise in the interpretation of the applicable collective bargaining agreement with respect to this Pilot Program, the Parties agree to meet and review, and when needed revise, the terms of this Pilot Program over its course.

**Letter of Understanding
By and Between
CITY OF TACOMA
And
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW (GENERAL UNIT)
Effective Date: _____**

Subject: LOU Regarding Solid Waste Mechanic Training Due to Classification Specification Revisions

The City of Tacoma (City) and District Lodge #160 on Behalf of Local Lodge #297 of the IAM and AW (General Unit) (Union) (collectively, the Parties) enter into this Letter of Agreement (LOA).

Background

Previously, the Parties reviewed revisions to the Solid Waste Mechanic classification specification (CSC 5338) that were then made effective June 6, 2022. Due to these revisions, the Parties reached agreement as described in an LOA executed in August 2022, titled “LOA Regarding Solid Waste Mechanic Training and Wage Increase Due to Classification Specification Revisions.” In addition, given that the revisions to the Solid Waste Mechanic classification specification included a more detailed and extensive description of the welding equipment and type of welding that employees in this classification were required to perform, the Parties agreed to an increase in the 2022 base salary of the Solid Waste Mechanic job classification of seven percent (7%) retroactive to June 6, 2022, the effective date of the Solid Waste Mechanic classification specification revisions.

This LOU revises and, as of its effective date, replaces that previous LOA.

Agreement

The Parties agree as follows:

- A. All Solid Waste Mechanics shall be provided as needed, at the Employer’s cost, Welder I Training or equivalent training that meets the requirements of the revised classification specification (“Welding Training”). Attending Welding Training will be included in the employee’s regular work hours, that may include overtime, and management may adjust an employee’s work schedule to attend the training as business needs permit.
- B. All Solid Waste Mechanics must successfully complete a welding training program or equivalent and demonstrate sufficient welding skills to perform the welding duties as specified in the revised job classification. Failure of a Solid Waste Mechanic to successfully do so may lead to termination of employment. If due to unforeseen circumstances an employee does not complete the training within twelve months as referenced in the revised classification specification, then Management may approve an extension of time. Such approval will not be unreasonably denied.

Exhibit A

1. Types of welding activities that Solid Waste Mechanics will be performing as part of their regular job duties once they are sufficiently trained, pursuant to the revised job classification specification:
 - a. Welding of parts and equipment that do not support people or that are over people.
 - b. Examples of types of welding activities include:
 - Recycle bins
 - Drop-Off Box (“DOB”) containers
 - Fork boxes
 - Customer compactors as requested
 - Recovery and Transfer Center (“RTC”) compactors
 - Push walls
 - Hopper chutes
 - Signs
 - Brackets
 - Poles
 - Other parts and equipment that do not support people or that are over people

1. Types of welding activities that is not considered a part of the Solid Waste Mechanic’s regular job duties, which if performed will result in an upgrade to Fabrication Welder pay, in accordance with Article 13, Filling of Vacancies, Section 13.4, Temporary Upgrade, in the Parties’ collective bargaining agreement:
 - a. Welding on structures that support people or that are designed to be over people.
 - b. Welding on anything that requires a certified welder, such as pipe welding and pressure vessels.