

2012 – 2016

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)

TABLE OF CONTENTS

2012 – 2016

DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW

PREAMBLE	2
ARTICLE 1 – SUBORDINATION OF AGREEMENT	2
ARTICLE 2 – RECOGNITION AND BARGAINING UNIT	3
ARTICLE 3 – JOINT LABOR COMMITTEE	3
ARTICLE 4 – UNION MEMBERSHIP AND DUES	3
ARTICLE 5 – GRIEVANCE PROCEDURE	4
ARTICLE 6 – WORK STOPPAGE	6
ARTICLE 7 – MANAGEMENT RESPONSIBILITY	6
ARTICLE 8 – UNION ACTIVITIES	6
ARTICLE 9 – SAFETY STANDARDS	7
ARTICLE 10 – STANDARD WORKING CONDITIONS.....	7
ARTICLE 11 – TERM OF AGREEMENT	9
ARTICLE 12 – NON-DISCRIMINATION	9
ARTICLE 13 – FILLING OF VACANCIES	10
ARTICLE 14 – HOURS OF WORK.....	10
ARTICLE 15 – OVERTIME	13
ARTICLE 16 – TOOL AND BOOT ALLOWANCE	16
ARTICLE 17 – APPRENTICES & TRAINING	17
ARTICLE 18 – SAVING CLAUSE	17
ARTICLE 19 – DISCIPLINE	17
ARTICLE 20 – LABOR MANAGEMENT COMMITTEE	18
ARTICLE 21 – SENIORITY.....	19
APPENDIX A	21
SECTION 1 – WAGES	21
SECTION 2 – NON AUTOMATIC STEP	22
SECTION 3 – APPLICATION OF RATES.....	22
SECTION 4 – PREMIUM PAY	22
SECTION 5 – SUPPLEMENTAL PENSION.....	24
SECTION 6 – LONGEVITY PAY	24

2012 – 2016

AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
AND
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW

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 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. It shall be a condition of employment that all regular and project employees covered under this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment and temporary employees employed more than thirty (30) calendar days shall become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. Provided: Objections to joining the Union which are based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

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

Section 4.3 Paycheck Deduction

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

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

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

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

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by the grieving party to the other party within thirty (30) 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 his/her 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 his/her 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 Human Resources Department within fourteen (14) calendar days of 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.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the supervisor's disposition take up the matter with the head of the employee's department (general government) or division (Utilities, with a copy to the Human Resources Director), or his/her designated representative. Management shall, within fourteen (14) calendar days of receipt of the grievance, and after consulting with the Human Resources Director, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved under the above steps may be referred to arbitration by the Union. The Union shall give written notice to the Human Resources Director of its intention to arbitrate within 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 Union's 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. Any decision by the arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and his/her power shall be limited to interpretation or application of the terms of this agreement.

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

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 RESPONSIBILITY

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, 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 his/ her lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

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

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to his/her supervisor upon return to work.

- B. The Union shall furnish the City Labor Relations Office with a written list of its stewards immediately after his/her designation and promptly notify the City of any change in such stewards; provided that the number shall not exceed six (6) stewards.

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 – STANDARD WORKING CONDITIONS

Section 10.1 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

- A. Rate of accrual of vacation leave. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate city service.

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

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

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

Section 10.2 Sick allowance with pay shall be as provided in section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part for the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per eighty hours in paid status. There is no limit to the number of days of sick leave an employee may accrue.
- B. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25%) percent of his/her sick leave accruals; an employee separated in good standing from service for any other reason is compensated to the extent of ten (10%) percent of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

Section 10.3 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.4 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.200 provides in part that the following and such other days as the City Council, by resolution, may fix are holidays for all regularly employed full-time employees of the City and shall be granted employees or days off in lieu thereof:

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

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

When one of the holidays listed falls on a Saturday, the day preceding will be observed as a holiday with pay, and when one of the holidays listed on the previous page falls on a Sunday, the next day following will be observed as a holiday with pay.

An employee shall receive pay for the holiday provided he/she is in a paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday.

Section 10.5 Medical, dental, hospital and disability insurance shall be as provided-in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.6 Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement. The City will pay the percentage of the cost of premiums for those employees electing to participate consistent with the applicable provisions of the Joint Labor Contract. The amount of insurance an employee may purchase is equal to one times his/her annual salary, rounded to the next highest thousand dollars.

Section 10.7 Jury Duty: Leave of absence for jury duty and payment there for shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

Section 10.8 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 10.9 PTO: Personal time off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees may enroll in the PTO program on a voluntary basis at the time of hire or during periodic open enrollment period.

Employees may enter the PTO program within 30 calendar days from contract implementation.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2012 to and including December 31, 2016 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred twenty (120) days, and in no event later than sixty (60) days, prior to the termination of this Agreement.

ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination in accordance with applicable State or Federal laws. This includes but not limited to discrimination on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

Section 12.2 It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

Section 12.3 Employees shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

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 – Plant Operations
- (7) 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 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 he/she substantially assumes the duties of such position. Such assumption of duties necessarily would result in his/her relinquishing his/her regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

ARTICLE 14 – HOURS OF WORK

Section 14.1 The hours of work and days of work now in effect shall remain the same during the term of this agreement and shall not be changed unless by mutual agreement between the Union and the Employer.

Section 14.2 Employees located at Public Works Fleet Services – Fleet Operations and Solid Waste Annex 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 14.3 For those shops with multiple shifts, the start time shall begin no earlier than the following:

- A. First Shift (day): 0400
- B. Second Shift (swing): 1200
- C. Third Shift (graveyard): 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; except that starting times may be adjusted by mutual agreement between the employer and Union representative.

Section 14.4 Employees working the day shift shall be scheduled to work for a period of eight and one-half (8-1/2) hours. One-half (1/2) unpaid hour shall be allowed for a lunch break. Swing and Graveyard shift employees shall be present at the work location for a period of eight (8) hours. One-half (1/2) hour shall be allowed for a lunch break. By mutual agreement between the Union and the Employer alternative work schedules may be necessary and permitted. Any hours worked exceeding the regular work day as set forth herein above, or by an employee outside of his/her regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

Section 14.5 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 from 12:00 to 12:00. Day shift shall start at 12:00 noon and end at 12:00 midnight. Night shift shall start at 12:00 midnight and end at 12:00 noon.

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 graveyard 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 14.6 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 14.7 Annual Bidding – Environmental Services Plant Maintenance Division Only.

It is agreed that included as part of this provision the OT defined areas from Article 15 Section 15.1 B - Environmental Services (ES) – Plant Maintenance and Plant Operations will be removed and text revised. This provision will sunset and will not automatically continue past

December 31, 2013 unless mutually agreed to by Union and the City to continue it as is or modify via LOU.

- A. This section applies to all Waste Water Treatment Plant (WWTP) Senior Machinist, (WWTP) Machinist 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. 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.
- 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. Annually, Management will determine the number and areas that will be posted for bidding. Bids will be posted on or first working day after by December 10th for the coming year. All biddable assignments will be posted for five (5) working days.
- H. It will be the responsibility of the eligible's to check jobs as they are posted. If an employee is not present and he/she thinks a job will be posted, it will be his/her responsibility to make arrangements for his/her 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 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 his/her classification or to the pool as appropriate. However, this employee will be eligible to bid on existing vacant positions when they are posted.

If this provision (14.7) is allowed to sunset Article 15 Section 15.1 B - Environmental Services (ES) – Plant Maintenance and Plant Operations will revert to previous contract language listed below.

Environmental Services (ES) – Plant Maintenance and Plant Operations: Overtime shall be assigned from a rotating list that is initially established by seniority order. ES employees shall be given first choice of working the scheduled overtime in their respective work areas below:

- Plant 1
- Plant 2 and 3
- Preventative Maintenance
- Pump Stations
- Plant Operations
- Biosolids Operations
- Store Room

ARTICLE 15 – OVERTIME

Section 15.1 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 his/her last regular work day prior to the day the overtime is to be worked.

Scheduled Overtime shall be assigned for each Shop as follows:

Public Works Fleet Operations and Public Works Solid Waste Annex: Overtime shall be assigned by seniority.

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

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

Environmental Services (ES) – Plant Maintenance and Plant Operations: Overtime shall be assigned from a rotating overtime board. The initial list will be made up of personnel in order of seniority by classification. The board will start new January 1st and July 1st or first working day thereafter. The Shop Stewards and/or Supervisors will update and maintain the overtime board and personnel will be awarded overtime by classification as per below:

1. Personnel will be asked from the overtime list starting with the person with the least amount of accumulated time on the overtime board. If more than one person has the lowest accumulative hours, the person with the highest seniority will be asked first.
 2. If the person with the lowest amount of accumulative hours on the overtime board accepts the hours, he/she will have the total number of hours available added to the overtime board.
 3. If the person with the lowest amount of accumulative hours on the overtime board turns down the available hours, that person will have those available hours added to their accumulative hours on the overtime board and the next person with the lowest accumulative hours will be asked.
- B. Personnel requesting to be on a scheduled overtime list shall notify his/her supervisor in writing.

Section 15.2 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. In the event no volunteers are available for overtime work, management will assign qualified employees in the reverse order of seniority.

Section 15.3 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.

Section 15.4 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 a penalty for 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. If such a penalty is paid, the combined total of one (1) hour used to compute that penalty shall count toward fulfilling the two (2) hour guarantee set forth above.
- B. Standby: Employees assigned to standby shall receive \$3.00 per hour 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 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. Employees working a call-out shall be allowed an eight (8) hour rest break, if desired, before returning to their regular shift. Personnel on standby must remain fit for duty.

- C. Assignment for Standby - Environmental Services Maintenance Division: WWTP Machinist and WWTP Machinist Sr. classifications will be considered as being part of a common pool for standby eligibility. The initial standby list shall be established by shop seniority. Assignment for standby time will be done by a voluntary system. Qualified employees who volunteer will be assigned on a rotating system. A standby board will be used to assign standby. The board will start new January 1st and July 1st or first working day thereafter. In the event no volunteers are available, assignment shall be in a reverse order of shop seniority.
- D. Compensation for Telephone Calls 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 for the first emergency call not requiring a return to the worksite. All calls are included in that one (1) hour rate during that 24-hour period, unless the total duration of calls exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.
- E. Compensation for Telephone Calls while off duty: For each 24-hour calendar day starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the applicable overtime rate for the first call not requiring a return to the worksite. All calls and related duties are included in that one (1) hour rate during that 24-hour period, unless the total duration of calls and related duties exceeds the hour, in which case the employee shall be compensated for all time worked. 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 15.5 Meal Allowance

- A. When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the employer and brought to the employees, if so requested.
- B. Employees assigned to an emergency twelve (12) hour shift will receive a one-half (1/2) hour paid meal break.
- C. An employee working non-scheduled overtime including call outs of at least two (2) hours will receive a meal allowance of \$15.00 and then at four (4) hour intervals while continuing to work overtime.
- D. Employee's will not be eligible for 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, s/he 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	\$450.00
Fabrication Welder*	\$355.00
Vehicle and Equipment Communications Tech	\$200.00
Equipment Mechanic, Heavy	\$650.00
Fire and Marine Diesel Mechanic	\$650.00
Fire and Marine Shop Supervisor	\$650.00

* 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 he or she has 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 \$250.00 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, s/he 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 minorities 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 and education for the development and maintenance of skills needed to achieve a high performance work organization.
- B. A joint training committee will be established in each division to research and evaluate training opportunities and requests in order to make the best use of available training funds.
- C. In the event the City wishes to rotate employees for the purposes of cross training it will notify the Union and within 15 days of the notification a Labor Management Committee shall be established to mutually agree on the cross training criteria prior to any employee being rotated for cross training.

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 his/her 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 his/her possession.

Section 19.5 The Employer may suspend an employee with pay 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; 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 Human Resources Representative. 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 he/she has 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 his/her previously held classification and shop for reasons of lay off or demotion in lieu of lay off. If an employee returns to his/her 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 he/she 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.

EXECUTED IN TACOMA, WASHINGTON, ON THIS ____ DAY OF _____, 2014

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

Human Resources Director

Finance Director

Approved as to form and legality:

City Attorney
Attest:

City Clerk

Representatives at the Bargaining Table:

Mike Brock HR
Gordon Caudill TPU
Jeff Jenkins PW
Hugh Messer WWTP
Pat McElligott Fire
Fred Chun PW

Bob Westbrook IAM
Nick Hobrock / David Moore PW
Robert Harrison PW
Wayne Faulkner / Mike Davis TPU
Lee Walston / Frank Wilson WWTP
Rich Stearns Fire

APPENDIX A

SECTION 1 – WAGES

A. 2012 Base Wage Chart - Rates Effective January 1, 2012

CSC	Title	1	2	3	4	5
5332	Equipment Mechanic, Heavy	30.20				
5310	Fabrication Welder	30.17	31.67*			
5335	Fire & Marine Diesel Mechanic	32.95				
5336	Fire & Marine Shop Supv	41.16				
5312	Machinist	30.74				
5338	Solid Waste Mechanic	27.81				
5330	Vehicle & Equip Shop Attendant	21.79	22.88	24.02	25.22	26.48
5334	Vehicle & Equipment Shop Supv	37.33	39.20			
5346	Vehicle & Equipment Com Tech	24.56	25.79	27.08	28.43	29.86
5099	WWTP Assistant	23.28	24.45	25.67	26.95	28.30
5105	WWTP Maintenance Machinist	30.55	32.08	33.69	35.37	
5106	WWTP Maintenance Machinist Sr	37.05	38.91			

**Non-Automatic Step, see Section 2*

B. Annual Adjustments

2012: Effective January 1, 2012, all wage rates will be increased by 1%.

2013: Effective January 1, 2013, all wage rates will be increased by 1.5%.

2014: Effective January 1, 2014, all wage rates will be increased by an amount equivalent to 100% of the Seattle-Tacoma-Bremerton area, June-to-June, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), with a minimum increase of 2% and a maximum increase of 4%.

2015: Effective January 1, 2015, all wage rates will be increased by an amount equivalent to 100% of the Seattle-Tacoma-Bremerton area, June-to-June, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), with a minimum increase of 2% and a maximum increase of 4%.

2016: Effective January 1, 2016, all wage rates will be increased by an amount equivalent to 100% of the Seattle-Tacoma-Bremerton area, June-to-June, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), with a minimum increase of 2% and a maximum increase of 4%.

C. The following classifications are unfilled and were not included in the 2009 compensation study. 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

SECTION 2 – NON AUTOMATIC STEP

Fabrication Welder - Step 2: A Fabrication Welder will receive the non-automatic step 2 rate of pay, when at the sole discretion of management; the employee is determined to be responsible for the primary operation of a structural steel fabrication weld shop. As the sole shop operator, this position is responsible for coordinating all aspects of fabrication of a wide variety of engineered structures including material procurement, coordination with design engineers, scheduling, troubleshooting, inspection, shop safety and quality control.

Effective January 1, 2014, the current Fabrication Welder at Public Works Fleet Services – Fleet Operations will qualify for this step 2 rate of pay.

All current Fabrication Welders receiving this rate of pay will continue to do so.

Non-automatic steps shall not be considered the top step for wage increases or for future wage surveys.

SECTION 3 – APPLICATION OF RATES

- A. A Heavy Equipment Mechanic, Vehicle and Equipment Shop Attendant or Fabrication Welder assigned to work at Solid Waste Compactor Facilities shall be paid an additional five percent (5%) above his/her base rate of pay while working on the landfill.
- B. Any qualified employee assigned to the WWTP, when welding in any confined space, shall be paid an additional five percent (5%) above his/her base rate of pay.
- C. A Heavy Equipment Mechanic shall receive an applied rate of five percent (5%) above his/her base rate of pay when assigned to act in a lead capacity on a defined project. It shall be management's sole discretion to assign lead functions to an employee.
- D. Graveyard Shift Incentive: An employee assigned to work the graveyard shift, typically between 2100 and 0700, shall be eligible for a fifty cent (\$.50) application of rate for each hour worked on or after 2100.

There shall be no pyramiding of application of rates.

SECTION 4 – PREMIUM PAY

- 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 2% above his/her base rate of pay for holding one of the following ASE certifications: Preventive Maintenance and Inspection, Brakes, or Steering and Suspension as well as Department of Ecology Authorized Emission Specialist Gas and Diesel Fleet certifications.

- B. A Vehicle and Equipment Shop Attendant assigned to Fire shall be eligible to receive a certification premium of 3% above his/her 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 5% above his/her 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 5% above his/her base rate of pay for holding either an ASE Master Automobile Technician or Master Medium/Heavy Truck Technician certification.
- D. A Heavy Equipment Mechanic assigned to TPU Fleet shall receive a certification premium of 5% above his/her base rate of pay for holding a Fluid Power Society Mobile Hydraulics certification.
- E. A Fire and Marine Diesel Mechanic shall receive a certification premium of 5% above his/her 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 2% for a total of 7% above his/her 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. A Fire and Marine Shop Supervisor shall receive a certification premium of 5% above his/her 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.
- H. A Fire and Marine Shop Supervisor shall receive an additional 2% for a total of 7% above his/her base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level III Ambulance Technician AND Level III Fire Apparatus Technician.
- I. A Vehicle and Equipment Shop Supervisor shall receive a certification premium of 5% above his/her base rate of pay for holding the NAFA/CAFS certification.
- J. A Fabrication Welder shall receive a certification premium of 2% above his/her 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.
- K. A WWTP Assistant, WWTP Maintenance Machinist, WWTP Maintenance Machinist, Senior and Solid Waste Mechanic shall receive a maximum certification premium of 3% above his/her base rate of pay for holding a Water Backflow Assembly Technician license and/or a Crane Operators Certification.
- L. Upon completion of 50% of the training modules toward a certificate, a WWTP Asst. will be assigned a certification premium of 3% above his/her base rate of pay. Upon

attainment of the certificate, a WWTP Asst. will be assigned a new certification rate of pay in the amount of 6% above his/her base rate of pay. A separate letter of agreement, dated June 28, 2000, explains the terms of the training program. This premium will not be available to new employees hired after implementation of this contract. Current, and employees hired before implementation will be grandfathered under this provision.

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

There will be no pyramiding of premium pay.

SECTION 5 – SUPPLEMENTAL PENSION

All employees covered under this agreement shall have an amount to be approved by Pension Board of Trustees deducted from their gross pay for all paid hours. Paid hours shall include regular time, overtime, double time, sick leave, vacation, jury, military leave, and holidays. It shall exclude stand by pay, allowances, and reimbursements. The City shall submit that amount to the Western Metal Industry Pension Fund, in the name of each individual employee.

The City and Union agrees to the preferred pension rehabilitation plan.

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

These deductions shall be a pre-taxed deduction from the gross pay amount. There shall be no hourly wage reduction.

For the life of this agreement, the parties agree that the forgoing constitute the complete pension contributions and deficit reduction contribution required of the City to the Western Metals Pension Plan.

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

SECTION 6 – LONGEVITY PAY

Employees shall receive longevity pay as negotiated by the Tacoma Joint Labor Committee and per Ordinance 20938 as follows:

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

Longevity pay shall be computed on base rates only.