

**2014 - 2017**

**AGREEMENT**

**By and Between**

**CITY OF TACOMA**

**and**

**TEAMSTERS LOCAL #313**

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TEAMSTERS  
LOCAL #313

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TEAMSTERS LOCAL #313 (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive bargaining representative.

PREAMBLE

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

ARTICLE 1 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state laws, the city charter, and city ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law, city charter or city ordinances are paramount and shall prevail.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

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

ARTICLE 3 - JOINT LABOR COMMITTEE

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

communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices exchanged directly between the parties to this Agreement.

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

#### ARTICLE 4 - UNION MEMBERSHIP AND DUES

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

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

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

Section 4.3 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City.

Section 4.4 The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

The parties also agree that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue.

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

## ARTICLE 5 - GRIEVANCE PROCEDURE

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

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

Section 5.2 An employee having a complaint may first take up the matter with his/her immediate supervisor. If no satisfactory answer or disposition is received within seven calendar days, the complaint may be processed as follows:

Step 1 The employee and/or his/her union representative may as soon as possible, but no later than thirty (30) calendar days after the occurrence of the circumstance giving rise to the grievance, reduce the matter to written form, stating all facts in detail section or sections of the contract violated and proposed remedy, and submit same to immediate supervisor or City official most immediately involved. The supervisor or official shall, within seven (7) calendar days, record his/her disposition in detail on all copies of the grievance form, returning two copies to the Union representative.

Step 2 Failing to resolve the grievance in the first step, the Union representative shall, within seven (7) calendar days of receipt of the supervisor's disposition, take the matter to the head of the employee's department or division, or his/her designated representative. Management shall, within seven (7) calendar days of receipt of the grievance, record the disposition of all copies of the grievance form and return two copies to the Union representative. If the matter is not satisfactorily settled or adjusted at this stage, the Union representative may then process the grievance as provided in Step 3.

Step 3 Failing to resolve the issue in the second step, the Union shall within seven (7) calendar days of the department supervisor's disposition, contact the City Human Resources Director to arrange a meeting between the Union and the City to discuss said grievance. Any grievance filed by the City shall be first considered at this step. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, seven (7) calendar days from the time the Union contacts the City, unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to binding arbitration as hereafter provided for in this Agreement.

Section 5.3 Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and all employees represented by the Union.

Section 5.4 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step of the grievance procedure, a time limit to run from the date when time for a disposition expired.

Section 5.5 The Union must notify the Human Resources Director in writing of the desire to submit the grievance to arbitration within thirty (30) calendar days of the day that written disposition was taken under the steps of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered to be settled on the basis of the written disposition made in the last step of the grievance procedure. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or Federal Mediation and Conciliation Service. Within ten (10) calendar days after receipt of the list of arbitrators, both parties shall meet and each shall strike a name until one (1) arbitrator is selected. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own witnesses and presenting its own case. The cost of the arbitrator and all other joint expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and his/her power shall be limited to an interpretation or application of this Agreement.

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

## ARTICLE 6 - WORK STOPPAGES

Section 6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions

by employees under this Agreement, and should same occur, the Union agrees to take steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City.

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

#### ARTICLE 7 - MANAGEMENT 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 or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types.

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

#### ARTICLE 8 - SAFETY STANDARDS

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

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

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

Section 8.4 – Incident and Accident Prevention Incentive: Any driver within the unit (CSC 5012, 5019, 5035) will be eligible to receive two (2) “incentive days” in recognition for incident and accident free safe driving and equipment handling practices. Any incident and/or accident while volunteering in a snow plow shall be excluded. This will be awarded in January of the following year when no “at fault” incidents and/or accidents are reported in the prior calendar year. The incentive day shall not carry over into the next year or be cashed out; it may be used in place of Vacation leave or Personal Time Off (PTO) for scheduling purposes.

#### ARTICLE 9 - COMPENSATION PLAN

Section 9.1 - The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code as now enacted or hereafter amended is hereby incorporated as part of this Agreement for the

purpose of information for the members of the Union. Wages and longevity pay will be paid in accordance with Appendix A of this contract.

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

Section 9.3 – Compensatory Time for All Bargaining Unit Employees.

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

ARTICLE 10 - STANDARD WORKING CONDITIONS

Section 10.1 Sick allowance with pay shall be as provided by the Joint Labor Committee Contract and Section 1.12.230 of the Tacoma Municipal Code. Section 1.12.230 provides, in part, the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per eighty (80) hours in paid status. There is no limit to the number of days 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 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.
- C. Attendance Incentive. An employee who has been employed by the City from January 1 through December 31 will be eligible to receive one "incentive day" as an incentive for good attendance. This will be awarded in January of the following year when three (3) days or less of sick leave are used in the prior calendar year. If an employee has not used more than one (1) full day of sick leave in the calendar year, an additional "incentive day" shall be issued provided for a total of up to two (2) incentive days available in January of the following year. Incentive days shall not carry over or be cashed out; they may be used in place of scheduling vacation and/or Personal Time Off (PTO). An employee who is hired before July 1 of the prior year will be eligible to receive one "incentive day" to be awarded in January of the following year when three or less days are used in the prior calendar year.

Section 10.2 – On-the-Job Injury On-the-job injury shall be as provided by the Joint Labor Committee Contract and Section 1.12.090 of the Tacoma Municipal Code. Section 1.12.090 provides in part:

- A. 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.



- B. 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.
- C. After the payment and use of the one hundred twenty (120) working days, charges shall be made against sick leave accruals, if any, at the rate of one-half (1/2) day per day for any further time loss due to the injury. Sick leave shall be charged at a rate of four (4) hours per working day. Compensation, however, shall be as provided in paragraph B.
- D. 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.
- E. For the purposes of this section, regular normal pay shall be that rate in effect for a majority of the six (6) months immediately prior to the on-the-job injury.

Section 10.3 Holidays shall be as provided by the Joint Labor Committee Contract and Section 1.12.200 of the Tacoma Municipal Code. 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 regular full-time employees (except certain Tacoma Belt Line Railway employees) of the City and shall be granted employees, or days off in lieu thereof:

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

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. 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. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a(n) regular, probationary, or appointive full-time employee during the calendar year of entitlement.

Section 10.4 Medical, hospital, dental and long-term disability insurance shall be as provided by the Joint Labor Committee Contract and Section 1.12.110 of the Tacoma Municipal Code.

Section 10.5 Group life insurance shall be as provided by the Joint Labor Committee Contract and Section 1.12.110 of the Tacoma Municipal Code. The City will pay fifty (50) percent or more, as budgeted therefore, of the cost of premiums for those employees electing to participate. 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 10.6 Vacations shall be as provided by the Joint Labor Committee Contract and Section 1.12.220 of the Tacoma Municipal Code. 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.

<u>Years of Service</u>	<u>Accrued Hours Per Pay Period</u>	<u>Days of Vacation Leave</u>
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 10.7 – Rest Breaks and Meal Periods

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

Employees shall be allowed to schedule and combine their two (2) fifteen minute rest breaks and their thirty (30) minute lunch break in any of the scenarios listed in Article 10.7.A as long as the practice does not result in operational inefficiency and is approved by management. Management reserves its right to restrict or modify this practice if the practice of any or all the

divisions represented in this contract results in operational inefficiency. Management will notify the Union at least two (2) weeks prior to the implementation of the restriction or modification.

- Combine (2) 15-minute rest breaks with lunch period
- Combine (1) 15-minute rest break with lunch period
- Combine (2) 15-minute rest breaks only

Section 10.8 In the event of a declared emergency by the City Manager, Director of Public Utilities, his/her designee, or a higher authority, the City reserves the right to assign employees as needed to tasks, including tasks outside of normal class specifications. This provision is not intended to work employees in different classifications without receiving appropriate compensation, or to require such employees to continue to work out of class after the state of emergency is declared to be over.

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

## ARTICLE 11 TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2014, to and including December 31, 2017, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties thereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred twenty (120) days, and in no event later than ninety (90) days, prior to the termination of this Agreement.

## ARTICLE 12 - NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination based on applicable statute, because of race, color, religion, sex, age, marital status, national origin, sexual orientation or disability status (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.

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 Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

Section 12.4 Employees shall be encouraged to use the grievance procedures set up under this Agreement prior to seeking relief through other channels.

## ARTICLE 13 - UNION ACTIVITIES

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

Section 13.2 - City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

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

Section 13.4 - Authorized Union representatives may, upon specific request, review personnel files, wage and benefit records for bargaining unit employees.

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

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

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

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

### Section 14.1 - Solid Waste Division

- A. Normal Work Week: The normal work week shall consist of five (5) consecutive eight (8) hour days, exclusive of an unpaid lunch period, Monday through Friday. It is the Division's policy and mandatory that all personnel finish assigned routes even if it requires overtime. Failure to do so will result in disciplinary action.
- B. Overtime in the normal work week: All work performed in excess of eight (8) hours per day shall be paid at time and one half (1.5) of the employee's regular rate of pay. In a normal workweek, all work performed on the employee's first day off (Saturday) shall be paid at time

and one half (1.5) of the employee's regular rate of pay. All work performed on the employee's second day off (Sunday) shall be paid at double time the employee's rate of pay.

C. **Overtime Assignments:**

Overtime assignments shall be offered to the most senior qualified driver with a bid position within a job classification. The classifications are:

1. Transfer
2. Fork Box
3. Commercial Barrels
4. Residential Barrels
5. Recycle
6. Yard Waste
7. DOB

Weekday Overtime – As a general rule, overtime during a regularly scheduled workday (Monday – Friday) will be offered to the most senior bidded drivers within a job classification that day. In the event, by seniority, drivers working in a job classification that are unable to fill overtime assignments, then overtime shall be offered to the most senior drivers with bid routes, then drivers (by seniority) who have been driving a minimum of 50% of the time in a recent two (2) month period within a classification. In the event volunteers do not fill overtime assignments, management retains the right to assign overtime by inverse seniority starting with the same job classification. If no one is available in that classification, management may assign overtime to any qualified personnel still on the clock for same day overtime, before utilizing call back overtime. The number of drivers required to complete the overtime assignment should be within reason and at management's discretion. Employees already working unscheduled overtime shall have the option to waive any additional overtime assignments for that day unless deemed an emergency by management.

Weekend Overtime (Saturday and Sunday) – Overtime shall first be offered to the most senior bid route driver, thereafter overtime shall be offered on a rotating basis through all bid route drivers. In the event bid route drivers are unable to fill the overtime assignment then overtime shall be offered to the most senior drivers who have been driving a minimum of 50% of the time in a two (2) month period. If overtime assignments are still unfilled, then overtime shall be offered to the most senior driver in the job classification.

As significant new overtime situations arise, that are not clearly addressed herein, the situation shall be discussed by management and a Union representative in order to reach a consensus on the best way of assigning and paying the overtime.

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

Section 14.2 Sewer Divisions

Sewer Operations (Biosolids Section)

- A. Normal Work Week The normal work week shall consist of five (5) consecutive eight (8) hour days, exclusive of an unpaid lunch period, Monday through Friday.

- B. Overtime in the normal work week All work performed in excess of eight (8) hours per day shall be paid at time and one half (1-1/2) of the employee's regular rate of pay.

In a normal workweek all work performed on the employee's first day off (Saturday) shall be paid at time and one half (1-1/2) of the employee's regular rate of pay. All work performed on the employee's second day off (Sunday) shall be paid at double time the employee's regular rate of pay.

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

- D. Alternate Work Schedules, and payment of Overtime when working scheduled days off. By mutual agreement of the employee and his supervisor alternate work schedules between Monday through Friday providing for a work week of four (4) consecutive shifts of ten (10) hours work, or a work schedule of eighty (80) hours worked in nine (9) shifts shall be allowed. Agreed-upon alternate schedules shall be worked in full cycles.

When such alternate work schedules are utilized the overtime requirements of (B) above shall not apply until the employee's hours worked exceed the shift hours of the alternate schedule.

Employees working their scheduled days off shall be paid per the following. Employees working the four/ten work schedule shall be compensated at time and one-half (1 ½) their regular rate for work performed on the fifth and sixth day. Employees will receive double time for all hours worked on the sixth day only if it is the second consecutive call back day and for all hours worked on the seventh consecutive workday. Employees on the eighty (80) hours worked in nine (9) shifts shall be compensated at time and one-half (1 ½) their regular rate for work performed on the unscheduled fifth day and sixth day. Employees will receive double time for all hours worked on the sixth day only if it is the second consecutive call back day and for all hours worked on the seventh consecutive workday.

An Employee working an alternate schedule shall sign a letter acknowledging his schedule and application of overtime on such schedule.

- E. A Tuesday through Saturday work schedule The parties recognize that there may be a need to provide a limited number of drivers to a maximum of two (2) employees from April through October for Saturday assignments. In order to minimize the disruption to the employees as a group, the work assignments will be bid, based on seniority, provided that employees are afforded a minimum of two consecutive days off. If no bid on a Tuesday through Saturday schedule is received the schedule will be assigned by inverse seniority. All work performed on the employee's first scheduled day off shall be paid at time and one half (1-1/2) of the employee's regular rate of pay. All work performed on the employee's second scheduled day off shall be paid at double time the employee's regular rate of pay.

The day shift will be eight hours of work exclusive of an unpaid lunch period.

- F. Notification of Shift Changes The City will notify the Union at least twenty four (24) hour notice in advance of any intended change in shift hours.

### Section 14.3 Sewer Maintenance Division

- A. Normal Work Week The normal work week shall consist of five (5) consecutive eight (8) hour days, exclusive of an unpaid lunch period, Monday through Friday.
- B. Overtime All work performed in excess of eight (8) hours per day shall be paid at time and one half (1-1/2) of the employee's regular rate of pay.
- C. Overtime Working on Scheduled Day Off All work performed on the employee's first day off (Saturday) shall be paid at time and one half (1-1/2) of the employee's regular rate of pay. All work performed on the employee's second day off (Sunday) shall be paid at double time the employee's regular rate of pay.
- D. Call Back Employees who are called back to work after either clocking out or leaving the premises shall be guaranteed a minimum of two (2) hours paid at the appropriate overtime rate.
- E. An employee assigned to stand-by shall receive \$3.00 for all such hours. The employee will be subject to call out during all hours for which he/she is receiving stand by pay. The employee is required to be in telecommunications, beeper, radio or phone range to ensure his/her availability to return to duty within thirty 30 minutes of the call. Once an employee on Standby status receives a call and has to take any action in response to that call, he/she shall be considered "called out" for compensation purposes. Travel time to the worksite or call out location is to be counted toward the two (2) hour minimum overtime pay. The \$3.00 per hour stand-by pay will cease until the employee is no longer receiving overtime compensation for performing City work as a result of the call out.
- F. An employee shall be paid time and one half (1-1/2) for all hours worked on a holiday in addition to holiday pay. If a holiday falls during an employee's approved vacation period he/she shall be paid holiday pay for such day in lieu of vacation pay.
- G. Employees shall be guaranteed eight (8) hours off between scheduled shifts.
- H. Employees who feel too fatigued to work their next scheduled shift because they have worked an unscheduled shift and have fewer than 8 hours before their next scheduled shift can call in that they are unable to work and utilize sick leave.
- I. Standby and Scheduled Overtime
  - 1. A voluntary sign-up sheet for standby time will be posted each year. Standby weeks will be assigned, equally, from the pool of employees who have signed said document.
  - 2. Nothing in this clause shall be construed as preventing employees from trading assignments once they are made, provided the supervisor is notified in advance of the week in question.

Employees on standby who desire to trade assignments shall give their supervisor, either in the presence of their supervisor or by confirmation of the supervisor, twenty four (24) hours prior notice before the shift of the employee who is trading, of the trade and who will be working the standby. The employee accepting the trade must also confirm the trade with the supervisor in the same Timeframe as above. Additionally the

employee initiating the trade shall transfer the pager and truck, if applicable, to the employee working the standby assignment.

3. In the event no volunteers are available, management retains the right to assign employees in a reverse order of seniority. Employees assigned to standby shall be allowed the use of a City vehicle for official use while on duty.
4. Pump Watch work shall be assigned from volunteers. Initially, the volunteers shall be placed on a list by seniority order. Assignments shall be rotated through the list in order. If an employee is unable to take pump watch, the assignment will go to the next person on this list. Pump watch duties may not be traded.

Employees working overtime for pump watch during the first 24 hours shall receive a meal allowance. After the first 24 hours, weekday and weekend shifts shall be considered scheduled shifts without a meal allowance except as qualified by section 15.1.B of the contract.

5. Emergency Overtime: Any situation requiring an undelayed response to eliminate or contain damage to property or health hazards to the public. The Employer will assign overtime in accordance with Article 7.
  6. Scheduled Overtime: Overtime that is scheduled prior to the end of the previous regular work day to meet the needs of the department.
    - a. Employees will be notified of any potential scheduled overtime as soon as it becomes known to the Division.
    - b. Scheduled overtime, except pump watch, will be assigned on the basis of seniority in classification and will not be on a rotation basis.
- J. Upgrades and Relief Work. If a temporary upgrade or transfer is expected to continue in duration for more than two (2) hours, the upgraded/transferred employee must be selected from the appropriate upgrade list. If, however, a temporary upgrade or transfer is necessary for an assignment of less than two (2) hours in duration, the employee will be selected at the discretion of management to avoid displacing or rearranging crews unnecessarily. This language is intended to cover incidental and unplanned upgrades/transfers and is not intended to be used for scheduling purposes.
- K. Sludge Hauling Driving Assignments.
1. Employees outside the bargaining unit may move biosolids trucks being loaded within the loading and staging area within the plant site.
  2. Employees outside the bargaining unit may move liquid biosolids tanker trucks on up to four shifts per year when no 313 Operators are scheduled to work, provided this is not used to deprive 313 bargaining unit members from working on holidays
  3. A swing shift for construction at Plant 3 will be an eight-hour shift which will include a paid lunch period of one-half hour.
  4. The choice of the day or swing shifts will be bid by seniority from the drivers.



Section 14.4 Shift Incentive Pay The following three criteria must be met for shift incentives to apply:

1. This shift must have been formally assigned by management,
2. The shift is part of the employee's ongoing work schedule, and
3. The employee must actually work the shift.

An employee assigned to work the swing shift and who meets the defined criteria shall receive shift incentive pay, which is an application of rate of three percent (3%) above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). Employees will receive shift differential only for actual hours worked on that shift. The City and Union agree that an employee assigned to any shift that begins:

1. On or after 1500 hours, but before 2000 hours, will receive the swing shift application of rate.
2. On or after 2000 hours, but before 0400 hours, will receive the graveyard application of rate.
3. On or after 0400 hours, but before 1500 hours, will not receive an application of rate.

## ARTICLE 15 – MEAL AND GLOVE ALLOWANCE

### Section 15.1

- A. **Unscheduled Overtime:** An employee working nonscheduled overtime at least two (2) hours before or beyond his/her regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance of \$15.00.
- B. **Scheduled Overtime:** An employee will not be eligible for a meal allowance when working scheduled overtime or in Standby Pay status until the number of hours worked exceeds what would be his/her normally scheduled total daily hours of work, at which time he/she shall be eligible for a meal allowance per the "unscheduled overtime" provision above.

For the purposes of this provision, overtime compensation resulting from an unscheduled continuation/extension of a shift shall be eligible for a meal allowance and is considered "unscheduled overtime". If a call is received and requires a response within one (1) hour past the end of an employee's shift, the overtime will be considered a continuation/extension of a shift and shall be eligible for a meal allowance per the "unscheduled overtime" provision above.

- C. Overtime is considered to be scheduled if an employee receives notice of overtime on his/her regular work day prior to the scheduled overtime.
- D. Solid Waste Collector/Drivers when working on bidded Saturday or Sunday routes (i.e. Tuesday-Saturday) in Solid Waste shall receive a paid lunch period of 30 minutes.

Section 15.2 - Glove Allowance Solid Waste Collector Drivers assigned to “can-throwing” routes shall receive up to five (5) pairs of leather and rubber gloves with liners per year; Solid Waste Collector Drivers assigned to “automated” trucks shall receive up to three (3) pairs of leather gloves or one (1) pair of leather and one (1) pair of rubber gloves with liners per year. Employees will turn in their worn gloves after they have received all five pair and prior to receiving a new pair.

#### ARTICLE 16 - SAVING CLAUSE

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

#### ARTICLE 17- DISCIPLINE

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

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.

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

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

Section 17.3 No later than three (3) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee’s Union representative, with the employee’s authorization, a copy of all documents relevant to the alleged violation the Employer has in its possession.

Section 17.4 The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 17.5 The employee and the employee’s Union representative, with the employee’s authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 17.6 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that he/she has

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 17.7 A suspension of more than three (3) days, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 5 of this Agreement. Suspensions of three days or less are not subject to the arbitration step 4 of the Grievance Procedure. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure. Time off for suspensions shall be scheduled by mutual agreement between the City and the employee.

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

- A. The Employer agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and will be subject to "Just Cause".
- B. The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall inform the employee of this right and shall, upon request by the employee, provide Union representation. An employee who waives this right shall acknowledge such in writing.
- C. All letters of reprimand, suspensions and/or discharges must be issued within forty-five (45) calendar days of the incident or within forty-five (45) days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All time frames can be extended upon mutual agreement by the parties.

EXECUTED IN TACOMA, WASHINGTON, THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

City of Tacoma  
a municipal organization

Teamsters Local #313

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Secretary Treasurer

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Finance Director

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

APPENDIX A  
Teamsters, Local #313  
Bargaining Unit

<b><u>2014 Wage Rates</u></b>							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>5010</u>	<u>Sewer Worker</u>	<u>21.35</u>	<u>22.42</u>	<u>23.54</u>	<u>24.72</u>	<u>25.96</u>	<u>27.25</u>
<u>5011</u>	<u>Sewer Worker, Senior</u>	<u>29.91</u>	<u>31.41</u>	<u>32.98</u>	<u>*34.63</u>	-	
<u>5012</u>	<u>Sewer Equipment Operator</u>	<u>27.14</u>	<u>28.49</u>	<u>29.92</u>	-	-	
<u>5019</u>	<u>Biosolids Distribution Operator</u>	<u>24.61</u>	<u>25.84</u>	<u>27.14</u>	<u>28.49</u>	<u>29.92</u>	
<u>5035</u>	<u>Solid Waste Collector Driver</u>	<u>27.14</u>	<u>28.49</u>	<u>29.92</u>	-	-	

\*non-automatic step

Effective January 1, 2014, the 2013 wage rates shall increase by 2%.

Effective January 1, 2015, the 2014 rates shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma Bremerton all items, measured from June of 2013 to June of 2014, with a minimum increase of 2% and a maximum increase of 4%.

Effective January 1, 2016, the 2015 rates shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma Bremerton all items, measured from June of 2014 to June of 2015, with a minimum increase of 2% and a maximum increase of 4%.

The Parties agree to reopen the contract in 2016 in order to bargain over wages only. The outcome of these negotiations will be the basis for compensation effective January 1, 2017.

Step Increase Timeframe: Step 1 at time of hire. Six (6) months shall be served before moving to Step 2. Eighteen months from date of hire shall be served before moving to Step 3 with movement to Step 4 and above occurring at one year intervals thereafter, except for the Senior Sewer Worker (CSC 5011) in which case, Step 4 is considered a non-automatic step and referenced in Application of Rate #1.

## CDL Renewal

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

The Department will bear the cost associated with maintaining CDL renewal for employees whose job classification requires a CDL. CDL physicals performed by the City's occupational physician are done at no cost to the employee and billed to the Department. When other physicians perform CDL physicals, reimbursement will be only up to the current contract cost (\$45) of the City's occupational physician; all further costs are the employee's responsibility.

Employees outside the bargaining unit may move biosolids trucks being loaded within the loading and staging area within the plant site.

Employees outside the bargaining unit may move liquid biosolids tanker trucks on up to four shifts per year when no 313 Operators are scheduled to work, provided this is not used to deprive 313 bargaining unit members from working on holidays.

### Application of Rates

1. Non-automatic Step 4 of Senior Sewer Worker (CSC 5011). When assigned by management to supervise a crew of three (3) or more personnel for a minimum of two (2) hours; OR, for actual hours worked while performing the operation of a lateral launch camera or lateral re-instatement cutter.
2. A Solid Waste Collector/Driver (CSC 5035) shall be compensated at the top step of Solid Waste/Collector Driver plus 5.9 percent when assigned as a Transfer Driver.
3. A Solid Waste Collector/Driver (CSC 5035) when assigned by management to a lead position shall receive an additional eight (8%) percent over base pay for performing additional duties and responsibilities as outlined by management.
4. A Biosolids Distribution Operator (CSC 5019) pulling or loading an equipment trailer, shall be compensated an additional five (5%) percent over his or her base wage rate for all time spent pulling or loading the equipment trailer.
5. The Biosolids Distribution Operator classification (CSC 5019) will be eligible for an additional 5.9% application of rate for all hours worked when assigned as a Transfer Driver.
6. Employees assigned to train and evaluate Solid Waste Collector/Drivers (CSC 5035) shall receive an additional five percent (5%) per hour for all hours so assigned.
7. Boot and Foul Weather Gear Allowance. Bargaining unit members required to wear safety related footwear in the performance of their assigned duties shall receive a \$250 annual allowance, made payable in January of each year, for the purchase of steel-toed safety shoes. Appropriate footwear purchased by employees must meet the criteria set forth by the City Safety Officer. The City will continue to provide Personal Protective Equipment as required by applicable safety codes such as hard hats, reflective rain gear, and safety vests, but not including footwear. Replacement boots and foul weather gear, if needed and approved by the Safety Officer or Management, may be allowed and

provided on a case by case basis. Sewer Transmission and TAGRO will continue to provide rubber safety steel toed boots per the current practice for safety and health reasons where employees work in wet conditions. Employees must turn in their worn boots or foul weather gear prior to receiving new items.

Longevity Pay

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

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

APPENDIX B  
Teamsters  
Local #313  
Bargaining Unit  
SOLID WASTE UTILITY DIVISION  
ROUTE BIDDING

1. Vacancies
  - A. A permanent route shall be defined as a route, either residential, commercial, or transport driver fifty percent (50%) or more of the time in a ninety (90) day period. Routes not driven fifty percent (50%) of the time over a ninety (90) day period shall be posted for bid.
  - B. Routes will be posted within twenty (20) days of when a vacancy occurs at which time all permanent Driver/Collector personnel, may bid for the opening. The one exception being if a driver chooses not to drive his/her permanent route the majority of the time, they will not be eligible to rebid their route the next time it is posted for bid. The successful bidder shall be determined by seniority in accordance with the Refuse Solid Waste Collector/Driver Seniority List.
  - C. When a route is filled by the bidding process, the successful bidder will be given a thirty (30) day tryout on the new route.
    - a. If a route is posted and no bids are received, the route will be assigned by reverse order of seniority. This does not prevent the assigned person to bid other routes until his/her bidding requests have been exercised.
    - b. A driver on an assigned route may request consideration to become a floater. Such requests will be considered and implemented if it is determined to be in the best interest of the division.
    - c. Route vacancies created by medical problems which exist for more than a nine (9) month period will be posted for bid unless mutually agreed otherwise by both parties. If the person becomes capable of returning to the route after it has been filled, the employee will be able to reclaim his/her original status on the route unless mutually agreed otherwise by both parties. The person being replaced will return to a floater position or will be placed on an open existing route. However, this employee will be eligible to bid on existing vacant routes when they are posted.
    - d. Temporary route supervisor personnel or any other personnel assigned to temporary or special assignment for a period that exceeds nine (9) months shall vacate their status on their route. If such an individual subsequently returns to said route, the employee will be able to reclaim his/her original status on that route. The same procedure shall be followed as described above for that person being replaced.
  - D. If for any reason a Solid Waste Collector/Driver is displaced, the displaced bidder will be allowed to return to his/her last held position, if down time will exceed five days or is anticipated to exceed five days.



E. Drivers who have qualified but not operated a vehicle for a year shall be retrained and be cleared to operate those vehicles on a yearly basis. This training period will be up to five (5) working days.

2. Floaters

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

3. Permanent Part-Time

Permanent Part-Time employees will be up-graded to Permanent Full-Time status by seniority when Permanent Full-Time positions or other vacancies are available provided that the filling of these positions are consistent with the future needs and goals of the Refuse Utility Division.

4. Management Right

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

5. Vacations

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

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

If an employee chooses not to take a scheduled vacation the employee will have the ability to reschedule the vacation in the weeks and days that remain available.

In the event an employee cancels a previously bid vacation week they will do so a minimum of ten (10) working days prior to the first day of the scheduled vacation. This will allow the City to rebid the vacation by seniority.

If an employee cancels less than a full week of his/her vacation within ten (10) or more working days of the intended vacation start date, the days will be issued via written request on a first come basis.

If an employee cancels any previously bid vacation days within less than ten (10) working days of the intended vacation start date, the available days may be granted on a first come basis at management's discretion.

Employees that cancel vacation days within less than five (5) working days of the intended vacation start date will be required to take the scheduled vacation days.

Vacation cancellation requirements may be waived by management for any unforeseen emergency prior to the start of vacation.

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

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

## 6. Holidays

Refuse Utility employees covered under this agreement may be assigned to work any holiday when the Refuse Facility is open to the general public. Non working holidays are: New Years Day, Fourth of July, Thanksgiving Day and Christmas Day. All employees working a Saturday which is a make up day for a non working holiday occurring during that work week shall work routes they are qualified to work on the basis of seniority.

## 7. WORK WEEK:

- A. The normal work week shall consist of five (5) consecutive days Monday through Friday.
- B. All work performed in excess of forty (40) hours per week shall be paid at time and one half (1-1/2) of the employee's regular rate of pay pursuant to Article 14, Section 14.1 of the collective bargaining agreement.
- C. All work performed on the employee's first day off (Saturday) shall be paid at time and one half (1-1/2) of the employee's regular rate of pay. All work performed on the employee's second day off (Sunday) shall be paid at double time the employee's regular rate of pay.

APPENDIX C  
Solid Waste Transfer Program  
Teamsters  
Local #313

1. The standard work shift will be five (5) consecutive eight (8) hour or four (4) consecutive ten (10) hour days, exclusive of an unpaid lunch break, within a specified seven day period.
2. All work performed in excess of the employees' scheduled shift per day shall be paid at time and one half (1-1/2) of the employee's regular rate of pay providing the requirements of Article 14, Section 14.1A have been met.
3. A ten (10) hour shift off for vacation or sick leave will be charged as ten (10) hours.
4. Holidays
  - a. Employees will receive eight (8) hours of pay for each observed holiday.
  - b. Employees working the four/ten schedule may use two (2) hours from their floating holiday(s) or vacation leave to augment the regular eight (8) hours of holiday pay.
  - c. When an observed holiday falls on an employee's regularly scheduled day off, the holiday shall be observed on his/her nearest scheduled work day.
  - d. Employees shall be paid time and one half (1-1/2) for all hours worked on a holiday in addition to eight (8) hours holiday pay. If a holiday falls during an employee's approved vacation period he/she be paid holiday pay for such day in lieu of vacation pay.
5. Employees working the four/ten shift shall be compensated at time and one-half for work performed on the fifth and sixth day. Employees will receive double time for all hours worked on the sixth day only if it is the second consecutive call back day and for all hours worked on the seventh day, (Sunday equivalent).
6. Call Back: Employees who are called back to work shall receive the appropriate overtime rate with a minimum of two (2) hours. Call back is defined as anytime an employee has completed their scheduled shift and has clocked out for the day.
7. Employees shall be allowed to bid on transfer program shift/route openings based on seniority. Bids for transfer program shifts must be for at least twelve (12) months.
  - a. At the end of the first thirty (30) calendar days as a transfer program driver, the employee may elect to return to his/her previous bid route.

Any time after thirty (30) calendar days transfer program drivers may request consideration to revert to an available floater position or bid on another available route. Such requests will be considered and granted if it is determined to be in the best interest of the Division.
  - b. Shift/route openings within the transfer program will be bid by seniority from the Refuse Collector Driver seniority list. If there is not a sufficient number of bidders for such shift/route openings then the shift/route opening will be filled by inverse seniority.
8. If the Transfer Program, for any reason does not function to capacity, the displaced bidder will be allowed to return to his her last held position, if down time will exceed five (5) days or

is anticipated to exceed five (5) days. It shall be Teamsters Local No. 313's Shop Steward's responsibility to maintain the proper records in relation to which position the affected employees will occupy.

9. Filling of short term daily transfer vacancies – When a daily vacancy exists for a transfer driver, the most senior Solid Waste Collector Driver who volunteered to be trained for driving transfer trucks and who successfully completed the training will be assigned to drive the transfer truck that day.

## INDEX TO LETTERS OF AGREEMENT

<u>Description</u>	<u>Date Signed</u>
1. LOA Supplemental Pension Contributions	11/5/2008
2. Standby and Pump Watch Eligibility	6/24/2009
3. TAGRO Upgrade	10/6/2011
4. Bidding in Sewer Transmission	8/7/2008
5. Compensation for telephone calls while on stand-by	7/18/2008

**Letter of Agreement  
between  
City of Tacoma  
And  
Teamsters, Local 313**

**Supplemental Pension Contributions**

This Letter of Agreement is between the City of Tacoma and Teamsters, Local 313. This Letter supersedes the March 10, 1999, May 2003, August 2006 and October 2008 Letters of Agreement pertaining to Supplemental Pension Contributions between the parties.

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

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

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

Dated this day of (Add appropriate date)

**Original Signed By:**

**For Teamsters Local 313**

**For City of Tacoma**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**City of Tacoma**  
**And**  
**Teamsters Local 313 and Teamsters Local 117**  
**Effective 6/24/2009**

**Subject: Standby and Pump Watch Eligibility**

This Memorandum of Understanding hereby recognizes the arrangement made between the Environmental Services Division, City of Tacoma and Teamsters Local 313 and Teamsters Local 117, General Unit that modifies the current understanding of who is eligible to volunteer for Standby assignments and Pump Watch.

According to union jurisdiction, Local 313 members are eligible to volunteer for Standby opportunities and Pump Watch assignments, while Local 117 members are not. The current practice has been to allow both 313 members and Local 117 Heavy Equipment Operators to volunteer for this service and be selected by management for such assignments per the Local 313 collective bargaining agreement.

In an effort to correct this practice without harming the incumbent 117 members who frequently volunteer for Standby opportunities and Pump Watch assignments, and to maintain the operational efficiency established for purposes of assigning scheduled overtime from the Standby list and the Pump Watch list,

IT IS UNDERSTOOD that the four (4) incumbents represented by Local 117 who are currently listed for Standby opportunities shall continue to be eligible to volunteer for such Standby services and Pump Watch assignments. The four (4) impacted employees are:

Richard Reeves  
Elisabeth Hanson  
Darrell Eslinger  
Charles Swillie

IT IS UNDERSTOOD that no new Local 117 members shall be eligible to volunteer for Standby services or the Pump Watch assignments predicated under the Teamsters Local 313 collective bargaining agreement.

IT IS FURTHER UNDERSTOOD that this arrangement is not to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union; nor is this arrangement to be used as a precedent for any other matter arising with regard to Standby opportunities and/or the Pump Watch as covered under the Local 313 Teamsters collective bargaining agreement.

This Memorandum of Understanding expires when the four named individuals no longer desire to volunteer for Standby or Pump Watch, change from working as a Heavy Equipment Operator, represented by Teamsters Local 117, or upon mutual agreement between the parties.

**Original Signed By:**

**For the Unions:**

John Emrick 6/11/2009  
Secretary-Treasurer  
Teamsters Local 313

Tracey A. Thompson 6/18/2009  
Secretary-Treasurer  
Teamsters Local 117

**For the City of Tacoma:**

John O'Loughlin, 6/23/2009  
Public Works Division Manager

Hugh Messer 6/23/2009  
Public Works Asst Division Manager

Richard E. McKinley 6/24/2009  
Public Works Director



**LETTER OF UNDERSTANDING  
Between  
City of Tacoma  
And  
TEAMSTERS LOCAL 313**

**Public Works Department, TAGRO Division  
HEO Upgrade**

This Letter of Understanding is between the City of Tacoma and Teamsters Local 313. This Agreement shall apply only to the Local 313 members employed at TAGRO.

On a daily basis any TAGRO employee required to operate a front loader for a period of fifteen (15) minutes or more will receive an upgrade to Heavy Equipment Operator (HEO) pay consistent with other City of Tacoma contracts with Teamsters Local 117, General Unit.

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

This upgrade will be for two hours only unless the time spent on a daily basis exceeds two hours. In that case the upgrade will be paid for time worked.

**Original Signed By:**

**For Teamsters Local 313:**

**Bob McDonald                      9/29/2011  
Business Representative**

**John B. Emrick                      9/29/2011  
Secretary-Treasurer**

**For the City of Tacoma:**

**Joy M. St. Germain                      10/5/2011  
Human Resources Director**

**Richard E. McKinley                      10/5/2011  
Public Works Director**

**Rey Arellano                      10/6/2011  
Interim City Manager**

**City of Tacoma  
and  
Teamsters, Local 313  
Letter of Agreement**

**Subject: Bidding in Sewer Transmission**

This Letter of Agreement is between the City of Tacoma and Teamsters Local #313.

The City of Tacoma and Teamsters Local #313 by this Letter of Agreement agree to the attached procedures regarding Bidding in Sewer Transmission applicable to Sewer Workers, Senior Sewer Workers and Sewer Equipment Operators.

Reassignments are required under the following circumstances:

1. To establish that all employees are adequately trained in all equipment;
2. Employees are exposed to different work groups to maintain good teamwork;
3. Management reserves the right to temporarily assign personnel to other duties necessitated by physical limitation or when a certain workload requires a special assignment;

**BID JOBS TO BE ANNUALLY ASSIGNED**

<b>Sewer Worker</b>	<b>CSC 5010</b>	<b>Permanent</b>
<b>Senior Sewer Worker</b>	<b>CSC 5011</b>	<b>Permanent</b>
<b>Sewer Equipment Operator</b>	<b>CSC 5012</b>	<b>Permanent</b>

1. Employees in the above classifications will be eligible to bid for a specific assignment or equipment. All bidding will be determined by seniority in appropriate classifications. All biddable assignments/equipment will be posted for five (5) working days.
2. It will be the responsibility of the eligibles to check on biddable 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.
3. New equipment and assignments will be bid, unless the new equipment is a replacement vehicle. Replacement vehicles will go to the crew or operator of the vehicle being replaced.
4. Bidding does not preclude management from making changes in the number or the make-up of crews.
5. Management reserves the right to remove any bidder for cause. (A Bidder may request a review of the decision by the labor/management team. Makeup of team includes two (2) selected by the Union and two (2) selected by management.)
6. Management may reassign any bid position to perform any unusual or unexpected job requirements. This may be because of attendance or projects.
7. No bidder may have more than one successful bid in any one calendar year. The one exception will be for a newly created position.

**CREW BIDDING SEWER TRANSMISSION SECTION**  
**Sewer Worker, Sewer Equipment Operator and Senior Sewer Worker Classifications**

1. Vacancies
  - A. A permanent crew shall be defined as a crew that is dispatched fifty (50%) percent of the time in a ninety (90) day period.
  - B. Crews will be posted within twenty (20) days of when a vacancy occurs at which time all permanent employees may bid for the opening, in their classification. The successful bidder shall be determined by seniority in accordance with Sewer Transmission Seniority List Attached. The bidding process will be held open for five (5) working days from the date of the posting.
  - C. When a position is filled by the bidding process, the successful bidder will be given a thirty (30) day tryout in the new position. Once accepted in the position the successful bidder may not bid on another position for a period of one year. If a position is posted and no bids are received, the position will be assigned by order of seniority, or as needed by the Sewer Transmission Maintenance Section.

A bidder in an assigned position may request consideration to be placed in another position. Such requests will be considered, and implemented if it is determined to be in the best interest of the Sewer Transmission Maintenance Section.

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

2. Non Bidders.
  - A. Employees choosing not to bid will be required to fill Sewer Transmission Maintenance Crew positions on a day to day basis as required to meet the needs of the section.
  - B. Any new equipment or new positions will be open to all eligible bidders unless the new equipment is to replace existing equipment.
3. Management Rights.

Management reserves the right to temporarily assign personnel to other duties when necessitated by physical limitations or when certain work load requirements necessitate. This is to include problems with attendance. When attendance problems arise, some positions may or may not be dispatched. Sewer Transmission Maintenance will be dispatched with the needs of the Section in mind.

**FIRST BID PROCEDURE**  
**Sewer Workers, Senior Sewer Workers and Sewer Equipment Operators**

- A. If any employee is a successful bidder, he/she will not be eligible for upgrade to premium pay jobs within that classification unless their bid equipment is not dispatched. Upgrades to another classification will be permitted providing the individual is on the eligible list, or qualifies.
  - B. If crew is shut down due to equipment, attendance, or job requirements employees will be reassigned to meet department requirements.
  - C. Employees will be eligible to bid on assignments or equipment of their choice. Equipment will be assigned by supervision to crews. Seniority in job classification will prevail in the awarding of bids.
  - D. If equipment or assignment is not available the bidder will be reassigned at Supervision's discretion.
  - E. Successful bidders will not be allowed to bump into another bid position within the same classification.
  - F. If upgrading out of an employees permanent classification, the employee must be on the appropriate eligible list.
  - G. If there is no eligible list, upgrades will be made by department seniority of those who are qualified for that classification.
4. This Letter of Agreement shall remain in effect for the duration of the 2008 – 2010 Collective Bargaining Agreement and extended through the 2014 – 2017 Collective Bargaining Agreement. It is the intent of the parties to incorporate this provision into the successor agreement.

**Original Signed By:**

**For Teamsters Local 313:**

**John B. Emrick**                      **7/25/2008**  
**Secretary-Treasurer**

**Vince Williams**                      **7/25/2008**  
**Business Agent**

**For City of Tacoma:**

**Joy St. Germain**                      **7/28/2008**  
**Human Resources Director**

**Mike P Slevin, III**                      **8/4/2008**  
**Interim Public Works Director**

**Eric A Anderson**                      **8/7/2008**  
**City Manager**

**LETTER OF AGREEMENT  
Between  
City of Tacoma  
And  
TEAMSTERS LOCAL 313**

**Subject: Compensation for telephone calls while on stand-by**

**Effective Date: August 4, 2008**

This Letter of Agreement hereby modifies the collective bargaining agreement between the City of Tacoma and Teamsters Local 313.

IT IS AGREED that for purposes of determining the appropriate compensation for when an employee responds to a telephone call that does not require a return to the worksite while on standby, the following provision shall apply and be incorporated into the contract as though fully set forth.

For each 24-hour calendar day, and when in standby status starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the overtime rate, and as set forth in the Tacoma Municipal Code 1.12.080, for the first emergency call not requiring a return to the treatment plant or worksite. All calls are included in that one hour rate during that 24 hour period, unless the total duration of calls exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one 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.

IT IS FURTHER AGREED that this agreement is not to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union.

**Original Signed By:**

**For Teamsters Local 313:**

**Vince Williams                      7/3/2008  
Business Representative**

**John B. Emrick                      7/3/2008  
Secretary-Treasurer**

**For the City of Tacoma:**

**Joy St. Germain                      7/3/2008  
Human Resources Director**

**Mike P Slevin, III                      7/8/2008  
Interim Public Works Director**

**Eric A Anderson                      7/18/2008  
City Manager**