

2020 – 2023

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

DISTRICT LODGE #160

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

(GENERAL UNIT)

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GENERAL UNIT

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

PREAMBLE

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

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

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

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

## ARTICLE 1 – SUBORDINATION OF AGREEMENT

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

## ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

## ARTICLE 3 – JOINT LABOR COMMITTEE

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

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

## ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 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 initiate 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.

Section 4.7 The parties recognize that certain provisions of Article 4 are unenforceable as a result of the *Janus v. AFSCME* U.S. Supreme Court decision and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 4.

## ARTICLE 5 – GRIEVANCE PROCEDURE

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

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

Step 2 If the grievance cannot be resolved at Step 1, the employee and/or their Union representative shall, as soon as possible but not later than thirty (30) calendar days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to the next level of management responsible for addressing grievances, with copies to the Union and the City's Labor Relations Division within fourteen (14) calendar days of the decision rendered at Step 1. This step shall not preclude contacts at lower levels if this may expedite the resolution process. The appropriate manager responsible for addressing the grievance shall (within fourteen (14) calendar days) render a decision in writing to the employee and Union, with a copy to the City's Labor Relations Division.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the manager's disposition take up the matter with the head of the employee's department (General Government) or Division (Utilities), with a copy to the City's Labor Relations Division. Management shall, within fourteen (14) calendar days of receipt of the grievance, respond in writing to the Union representative and employee, with a copy to the City's Labor Relations Division. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved under the above steps may be referred to arbitration by either party to the Agreement. Either party shall give written notice to the other of its intention to arbitrate within twenty-one (21) calendar days following completion of steps listed. Prior to the selection of an arbitrator, the HR Director or designee shall meet with the Union to attempt a settlement of the grievance. This meeting shall take place within seven (7) calendar days from the notice to arbitrate. If no settlement is achieved a list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS), both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall strike first. If the parties cannot agree in one (1) day on the agency to provide the list, the Public Employment Relations Commission (PERC) shall provide the list. Each party is responsible for the costs of its

representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. All other expenses related to the Arbitrator shall be divided equally. The Arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

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

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

## ARTICLE 6 – WORK STOPPAGE

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

## ARTICLE 7 – MANAGEMENT RIGHTS

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

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

## ARTICLE 8 – UNION ACTIVITIES

Section 8.1 Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their

activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

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

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

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

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

## ARTICLE 9 – SAFETY STANDARDS

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

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

## ARTICLE 10 – BENEFITS

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



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

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

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

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

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

Section 10.5 Holidays. Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement. Regarding floating holidays, they shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the individual employees. A floating holiday may not be taken without the prior approval of the appointing authority.

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

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

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

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

Section 10.10 PTO: Personal time off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Eligible employees hired on or after the start of the first pay period after Union ratification and City Council adoption of this Agreement or January 1, 2020, whichever date is later, shall be enrolled in the PTO program. All other employees may make a one-time election to enroll in the PTO program on a voluntary basis during periodic open enrollment periods.

## ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020 to and including December 31, 2023 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the

parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement, and in no event later than ninety (90) days, prior to the expiration of this Agreement.

## ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination in accordance with applicable State, Federal or local laws, ordinances, rules or regulations. This includes but is 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 mental or physical disability. 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 unlawful harassment, including sexual harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

Section 12.3 Employees who feel they have been discriminated against or unlawfully harassed shall be encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Officer. Nothing in this section shall prohibit employees from seeking relief through other channels. By mutual agreement between the City and the Union, a grievance may be held in abeyance until after the City EEO Officer has made a decision regarding a complaint.

## ARTICLE 13 – FILLING OF VACANCIES

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

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

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

Section 13.3 Permanent Vacancies: Prior to the start of the recruitment process and the requisitioning of a replacement from the Civil Service eligible list, employees who hold status in the same classification as the vacancy, and are within the same department as the vacancy, may bid to transfer shops (as listed in Section 13.1 above) in their own department on a classification seniority basis; provided, that the City need not consider an employee's bid for

transfer, if they do not possess the knowledge, skill or physical ability required to fill the vacancy. No more than one such bid transfer per twelve (12) month period per employee shall be permitted unless approved by management. When bid transfer opportunities arise within either Tacoma Public Utilities or the shops in General Government, an announcement and sign-up list will be posted in all eligible crew locations. The signing of the list by an eligible individual will constitute a bid for the position. The most senior qualified employee shall be allowed to transfer.

Section 13.4 Temporary Upgrades: Upon the discretion of management, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class when they substantially assume the duties of such position. Such assumption of duties necessarily would result in their relinquishing their regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

## ARTICLE 14 – HOURS OF WORK

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

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

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

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

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

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

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

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

No third shift differential shall be paid during emergency shifts.

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

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

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

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

<u>Area</u>	<u>Minimum No. of Bids</u>
1. Plant 1	5
2. Plant 1 Preventive Maintenance	1
3. Plant 3	1
4. Pump Stations	1

- H. It will be the responsibility of the eligible employees to check jobs as they are posted. If an employee is not present and they think a job will be posted, it will be their responsibility to make arrangements for their bid to be recorded.
- I. Non bidders: Employees who choose not to bid or do not successfully get a bid position will be placed in a pool and assigned as necessary to complete the daily work of the section as needed.
- J. All bid positions that become vacant during the year will be posted within twenty (20) days of when the vacancy occurs. At which time all permanent employees not in a bid position may bid for the opening in their classification. The successful bidder will be determined by seniority in classification. The bid will remain open for five (5) working days.
- K. When a position is filled by the bidding process, the successful bidder will be given a thirty (30) day trial period. Once accepted in the position the successful bidder may not bid on another position for the remainder of the year. If no bids are received the position will be assigned as needed.
- L. Position vacancies created by medical problems which exist for more than three (3) months will be posted for bid unless mutually agreed upon otherwise by both parties. The person being replaced will return to a position that is open in their classification or to the pool as appropriate. However, this employee will be eligible to bid on existing vacant positions when they are posted.

### ARTICLE 15 – OVERTIME

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

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

#### Section 15.2 Scheduled Overtime

- A. Overtime is considered to be scheduled if an employee receives notice of the overtime to be worked prior to the end of the employee’s regular shift on his/her last regular work day prior to the day the overtime is to be worked.

- B. Scheduled Overtime shall be assigned for each Shop as follows:

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

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

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

Environmental Services (ES) – Plant Maintenance: Overtime shall be assigned first, on a voluntary basis from a posted, written list containing the overtime available and the names of eligible employees in classification seniority order, highest to lowest. The Supervisor will determine the appropriate order of classifications to be offered the overtime, and the timeframe in which employees can sign up for the overtime, and will indicate this on the posted list. In the event insufficient volunteers are available through this method, assignment will be in reverse order of classification seniority.

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

#### Section 15.3 Unscheduled Overtime

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

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

## Section 15.5 Call backs and Standby

- A. Call backs: All call backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that travel time, computed at the rate of thirty (30) minutes at time and one-half the employee's regular salary, shall be paid each way to and from work. Travel time shall count toward fulfilling the two (2) hour guarantee set forth above, but shall not count towards the overtime meal allowance described in Section 15.6 below.
- B. Standby: Employees assigned to standby shall 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 cellphone and/or pager or be available by phone. Assignment for standby time will be done by seniority order, except for employees in Environmental Services Maintenance Division. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Personnel on standby must remain fit for duty.
- C. Assignment for Standby - Environmental Services Maintenance Division: Assignment for standby in the Environmental Services Maintenance Division shall be in accordance with its "Plant Maintenance Procedure." An employee assigned to standby cannot also be assigned to scheduled or unscheduled overtime. Except if an employee assigned to standby prefers to take a scheduled or unscheduled overtime assignment, the employee assigned to standby will work with management to locate a replacement from the standby board for the standby assignment. If a replacement cannot be located, the employee shall remain on standby.
- D. Compensation for 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 15.6 Meal Allowance

- A. When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the employer and brought to the employees, if so requested.
- B. Employees assigned to an emergency twelve (12) hour shift will receive a one-half (½) hour paid meal break.
- C. An employee working non-scheduled overtime including call outs of at least two (2) hours, not including travel time, will receive a meal allowance of fifteen dollars (\$15.00) and then at four (4) hour intervals while continuing to work overtime.
- D. An employee working scheduled overtime on a regularly scheduled work day will not be eligible for a meal allowance.
- E. Employee's will not be eligible for a meal allowance when working scheduled overtime on a regularly scheduled day off unless the number of hours worked exceeds their normally scheduled total daily hours of work.

ARTICLE 16 – TOOL AND BOOT ALLOWANCE

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

Annual Tool Allowance by classification

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

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

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

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

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

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



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

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

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

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

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

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

## ARTICLE 17 – APPRENTICES & TRAINING

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

- A. Equal Opportunity – The parties agree that workplace diversity is to be encouraged. To that end, in the event the City employs apprentice(s), the parties agree that in the hiring of apprentices, women and 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 Labor/Management Training Committee will be established in each division to research and evaluate training opportunities and review 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 their side of the issue.

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

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

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

Section 19.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement

in the personnel file, which shall be signed by the employee; however, letters of reprimand shall not be subject to the grievance procedure.

Section 19.8 A suspension of more than two (2) days, a dismissal or a disciplinary reduction in rank or pay, may be processed under the grievance procedure provided for in Article 5 of this Agreement. Suspensions of five (5) days or less are not subject to Step 5.2 of the Grievance Procedure. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedures.

## ARTICLE 20 – LABOR MANAGEMENT COMMITTEE

By mutual agreement between the parties, a Labor Management Committee may be established consisting of equal representation from labor and management. The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

The Committee shall establish its own rules of procedure and time and place of meetings. The Chair of the Committee will rotate between Labor and Management with Labor chairing the first and third quarter meetings and Management chairing the second and fourth quarter meetings. The designated chair for Labor is the Business Representative and the designated chair for Management is the 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 they have completed the new probationary period, if applicable. Once the employee has completed probation, seniority in the employees' old classification and shop shall be retained providing the employee returns to their previously held classification and shop for reasons of lay off or demotion in lieu of lay off. If an employee returns to their previous classification or shop, for any other reason, the employee will lose all shop and classification seniority.
- C. If an employee is transferred or temporarily assigned to another shop at the request of management they will continue to earn seniority in the previous shop.

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

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

EXECUTED IN TACOMA, WASHINGTON, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

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

\_\_\_\_\_  
Senior Labor Relations Manager

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

Approved as to form:

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

Attest:

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

Representatives at the Bargaining Table:

Jude Kelley - Labor  
Kendra McCoy - Labor  
Don Gesch - TPU  
Paul Hanna - PW  
Clint Sumerall - WWTP  
John Pappuleas - Fire

Tommy Hunt - IAM  
Tony Lemke - PW  
Mike Isenberg - TPU  
Rick Miklian - WWTP  
Matt Black - WWTP  
Liam Riley - Fire

APPENDIX A  
SECTION 1 – WAGES

A. 2020 Base Wage Chart.

Code	Title	1	2	3	4	5
5332	Equipment Mechanic, Heavy	35.71				
5310	Fabrication Welder	35.67	37.45			
5335	Fire & Marine Diesel Mechanic	38.96				
5336	Fire & Marine Shop Supervisor	48.67				
5312	Machinist	36.36				
5338	Solid Waste Mechanic	32.90				
5330	Vehicle & Equipment Shop Attendant	25.76	27.05	28.40	29.82	31.31
5334	Vehicle & Equipment Shop Supervisor	44.14	46.35			
5099	*WWTP Assistant	27.54	28.92	30.37		
5105	**WWTP Maintenance Machinist	37.95	39.85	41.84		
5106	WWTP Maintenance Machinist, Senior	43.81	46.00			
5111	WWTP Maintenance Technician	32.52	34.15	35.86		

\* Effective January 1, 2020, the previous WWTP Assistant Steps 4 and 5 are eliminated. The base wage rate of any WWTP Assistant in either of those Steps as of December 31, 2019 shall be frozen at the base wage rate they were receiving as of December 31, 2019 until such time as the Step 3 base wage rate catches up to their frozen wage rate.

\*\* Effective January 1, 2020, the WWTP Maintenance Machinist previous Step 1 is eliminated. Any employees at Step 1 on December 31, 2019 shall be moved to the new Step 1.

B. Annual Adjustments.

1. Effective the first pay period after City Council approval of this Agreement, or January 1, 2020, whichever date is later, for those employees active on that date, base wage rates will be increased by two percent (2%).
2. Effective January 1, 2021, all base wage rates will be increased by two percent (2%).
3. Effective January 1, 2022, all base wage rates will be increased by two percent (2%).
4. Effective January 1, 2023, all base wage rates will be increased by two percent (2%).

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

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

## SECTION 2 – APPLICATION OF RATES

- A. Any qualified employee assigned to the WWTP, when welding in any confined space, shall be paid an additional five percent (5%) above their base rate of pay.
- B. A Heavy Equipment Mechanic and Welder shall receive an applied rate of five percent (5%) above their base rate of pay when assigned to act in a lead capacity. It shall be management's sole discretion to assign lead functions to an employee.
- C. Graveyard Shift Incentive: An employee assigned to work the third shift, typically between 2100 and 0700, shall receive a fifty cent (\$.50) application of rate for each hour worked on or after 2100.

There shall be no pyramiding of application of rates.

## SECTION 3 – 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 their base rate of pay for holding one of the following ASE certifications: Preventive Maintenance and Inspection, Brakes, or Steering and Suspension.
- B. A Vehicle and Equipment Shop Attendant assigned to Fire shall be eligible to receive a certification premium of 3% above their base rate of pay for holding either the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician OR the Level I Fire Apparatus Technician; OR a total of 5% above their base rate of pay for holding both the EVT Level I Ambulance Technician AND the Level I Fire Apparatus Technician.
- C. A Heavy Equipment Mechanic shall receive a certification premium of 5% above their base rate of pay for holding either an ASE Master Automobile Technician or Master Medium/Heavy Truck Technician certification.
- D. In addition to the premium pay described in (C) above, a Heavy Equipment Mechanic assigned to TPU Fleet shall receive a certification premium of 5% above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.

- E. A Fire and Marine Diesel Mechanic shall receive a certification premium of 5% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician AND the Level I Fire Apparatus Technician; OR for holding one of the EVT Level II Ambulance Technician OR the Level II Fire Apparatus Technician.
- F. A Fire and Marine Diesel Mechanic shall receive an additional 2% for a total of 7% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level II (Ambulance and Fire Apparatus) OR for holding one of the EVT Level III Ambulance Technician OR Level III Fire Apparatus Technician.
- G. In addition to the premium pay described in (E) and (F) above, a Fire and Marine Diesel Mechanic shall receive a certification premium of two percent (2%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.
- H. A Fire and Marine Shop Supervisor shall receive a certification premium of 5% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician AND the Level I Fire Apparatus Technician; OR for holding one of the EVT Level II Ambulance Technician OR the Level II Fire Apparatus Technician.
- I. A Fire and Marine Shop Supervisor shall receive an additional 2% for a total of 7% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level III Ambulance Technician AND Level III Fire Apparatus Technician.
- J. In addition to the premium pay described in (H) and (I) above, a Fire and Marine Shop Supervisor shall receive a certification premium of two percent (2%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.
- K. A Vehicle and Equipment Shop Supervisor shall receive a certification premium of 5% above their base rate of pay for holding the NAFA/CAFS certification OR, effective January 1, 2017, an ASE Master Automobile Technician OR an ASE Master Medium/Heavy Truck Technician certification.
- L. A Fabrication Welder shall receive a certification premium of 2% above their base rate of pay for holding a Washington Association of Building Officials (WABO) Structural Welder OR AWS D1.1 Certification. The cost of the annual certification is the responsibility of the City of Tacoma.
- M. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic shall receive a maximum certification premium of 3% above their base rate of pay for holding a Water Backflow Assembly Technician license.



- N. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic who as of January 1, 2020 is receiving a maximum certification premium of three percent (3%) above their base rate of pay for holding a Crane Operators Certification, shall continue to receive this premium as long as they are in one of the classifications listed in this AOR. This premium is not available to any other current and/or future employees. An employee receiving this AOR shall not also be eligible for the AOR in Paragraph M.
- O. In addition to the premium pay described in (M) or (N) above, a WWTP Assistant who as of January 1, 2017, is receiving a premium of 3% above their base rate of pay for completing 50% of the training modules in the training program provided for employees in the WWTP Assistant Classification in June 2000, shall continue to receive this 3% premium as long as they remain a WWTP Assistant. This premium is not available to any other current and/or future employees.

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

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

#### SECTION 4 – SUPPLEMENTAL PENSION

Upon ratification of this Agreement, the City will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law.

#### SECTION 5 – LONGEVITY PAY

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

## APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2019:

### **3.4 Payroll Deduction.**

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

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

## ARTICLE 6 - ENUMERATION OF BENEFITS

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

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

- 6.2.1** Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.
- 6.2.2** Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3** City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4** Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5** Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Group Health HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

- 6.2.6 Contributions to HSA Accounts.** Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.
- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
  - b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.
- 6.3 Dental and Vision Insurance.** The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.
- 6.4 Dual Coverage.** No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:
- 6.4.1 Employees Choosing the Same Plan –** One spouse/domestic partner will be placed on the other’s medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
  - 6.4.2 Employees Choosing Different Plans –** If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
  - 6.4.3 Children up to Age 26 –** Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent’s plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.
- 6.5 Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer’s medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and

temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

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

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

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

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

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

**6.6.3** Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

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

**6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the

operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

**6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

**6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

**6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

**6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

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

**6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

**6.8.1** Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave.

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23

Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

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

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

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

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

**6.9.3** Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be  $\$596/\$23.84=25$  hours.

**6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

- 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
- 6.11.1** Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
- 6.11.2** Eligible employees shall receive longevity pay in accordance with the following schedule:
- |  |              |
|--|--------------|
| From 5 through 9 years aggregate service   | 1% per month |
| From 10 through 14 years aggregate service | 2% per month |
| From 15 through 19 years aggregate service | 3% per month |
| 20 years or more aggregate service         | 4% per month |
- 6.11.3** Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.
- 6.12** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.
- New Year's Day (January 1)  
 Martin Luther King Day (third Monday in January)  
 Presidents' Day (third Monday in February)  
 Memorial Day (last Monday in May)  
 Fourth of July  
 Labor Day (first Monday in September)



Veterans' Day (November 11)  
Thanksgiving Day (fourth Thursday in November)  
The day immediately following Thanksgiving Day  
Christmas Day (December 25)

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

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

#### **6.15** Wellness

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

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

**6.15.2** Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

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

**6.16** The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.