

**2013 - 2016**

**AGREEMENT**

**By and Between**

**the**

**CITY OF TACOMA**

**and**

**TACOMA, WASHINGTON, CITY AND PIERCE COUNTY  
EMPLOYEES LOCAL NUMBER 120 OF THE  
WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES,  
AFSCME, AFL-CIO**

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By and Between  
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CITY OF TACOMA  
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TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120  
OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME,  
AFL-CIO

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and the TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO (hereinafter called the Union), for the purpose of setting forth mutual understanding of the parties as to wages, hours, working conditions, 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 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 the employees of this 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 procedures which it establishes for the resolution of differences are 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 federal and state laws, the city charter, and city ordinances. When any provisions thereof are in conflict with or different than the provisions of this Agreement, such provisions of federal or state laws and City Charter are paramount and shall prevail.

**ARTICLE 2 – JOINT LABOR COMMITTEE**

**Section 2.1** 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 regarding fringe benefits only 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 2.2** 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 3 – 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 for all employees employed in classifications listed in the appendixes to this Agreement. Bargaining units may be amended during the term of this Agreement where the Union has established that it represents the majority of employees in a classification to be added to an existing bargaining unit. Classifications added to an existing bargaining unit shall automatically come under the terms and conditions of this Agreement. Majority status for representational purposes shall be determined through the procedures set forth in Chapter 41.56 RCW. The City agrees to notify the Union in advance when it proposes to establish a new classification, the duties of which are similar to those in the classifications covered by this Agreement.

### **ARTICLE 4 – UNION MEMBERSHIP AND DUES**

**Section 4.1** It shall be a condition of employment that all employees in the Bargaining Unit who are members of the Union in good standing shall remain members in good standing during the term of this Agreement. It shall further be a condition of employment that all employees who are hired after January 1, 1975, promoted, demoted or transferred into those classifications included in the Bargaining Unit after January 1, 1980, shall become members of the Union within thirty (30) days of the effective date of this agreement and shall remain members of the Union in good standing for the duration of this Agreement or in lieu thereof pay a service charge to the Union as a contribution toward 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.

**Section 4.5** The Union further agrees that in the event the City undertakes to terminate employees at the Union's insistence 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 herein, including attorney fees, if any.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

**Section 5.1** A grievance under this Agreement is defined as an alleged violation, filed by an employee or the Union, of a specific item within an Article of this Agreement. Time limits set forth in the following steps will be stated in calendar days. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline will be extended to the next working day. Any and all timelines specified in the section may be waived by written mutual agreement of the parties. Failure of the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance. Should the Employer fail to submit a reply within the specified time limits without such a waiver, the Union may automatically submit the grievance to the next step.

**Section 5.2** All grievances must be filed at Step 2 as soon as possible, but not later than twenty-one (21) calendar days after the employee could have reasonably known of the occurrence of the circumstances giving rise to the grievance.

**Step 1** Any employee having a grievance shall first take up the matter with his/her immediate supervisor. If no satisfactory answer or disposition is received within seven (7) calendar days, the grievance shall be processed as follows:

**Step 2** Failing to resolve the grievance in the first step, the employee and/or his/her Union representative shall, as soon as possible but not later than fourteen (14) calendar days after the supervisor's answer in Step 1, reduce the matter to written form, stating all facts in detail, citing section or sections violated and a proposed remedy, and submit same to

immediate supervisor, or the City official most immediately involved. The supervisor or official shall within fourteen (14) calendar days, record his/her disposition in written detail, returning same to the Union representative and the employee.

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

**Step 4** Failing to resolve the grievance in the third step, the Union representative, within fourteen (14) calendar days of receipt of the department head's disposition, may submit grievances of disciplinary reductions in pay, suspensions without pay, or dismissals to the Director of Human Resources. The Director of Human Resources shall, within twenty-one (21) calendar days of receipt of the grievance, schedule a meeting with the grievant and the Union representative. The Director of Human Resources will issue a written decision to the Union representative and the grievant within fourteen (14) calendar days of the meeting. The decision of the Director of Human Resources will be final and binding only for suspensions without pay of five (5) days or less. .

**Section 5.3** Grievances not resolved may be referred to arbitration by either party to this Agreement. Either party may give notice of its intention to arbitrate within twenty-one (21) calendar days following completion of the steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or the Federal Mediation and Conciliation Service, both parties shall meet and each shall strike a name, with the Union striking first, until one (1) arbitrator is selected.

The arbitrator's decision shall be final and binding; however, the arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his power shall be limited to the interpretation or application of this Agreement. The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties of this agreement.

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives and witnesses. The Union and the Employer shall share equally in the cost of services from the neutral arbitrator. If either party desires a record of the proceedings, it shall solely bear the cost of such record and provide a copy of such record to the other party.

**Section 5.4** Any and all grievances resolved by agreement of all parties at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the

Union and employees represented by the Union and covered by this contract. At any step of the procedure time limits may be extended by mutual agreement of the City and the Union.

**Section 5.5** 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 5.6** It is understood that no disciplinary action by the City shall be considered cause for a grievance unless it is specifically alleged that such action represents an incorrect application of the terms of this Agreement. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the City or provided for by city charter, ordinance, or law, including the procedure for appeals thereof. This clause shall not however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit.

## **ARTICLE 6 – WORK STOPPAGES**

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 appropriate disciplinary action as may be determined by the City. There will be no lockout of employees in the Union by the City as a consequence of any dispute arising during the life and duration of this agreement.

## **ARTICLE 7 – MANAGEMENT RESPONSIBILITY**

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to, the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees for just cause; (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; and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules, and/or the existing collective bargaining agreement.

## **ARTICLE 8 – VISITATION BY UNION REPRESENTATIVES**

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 of 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.

## **ARTICLE 9 – SAFETY STANDARDS**

All work shall be done in a competent and professional manner and in accordance with applicable federal, state, city, and department codes and regulations. Where higher standards are specified by the City than called for as a minimum by state codes, city standards shall prevail. WAC 296-360-150 entitled "Refusal to Work in an Unsafe Condition" and WAC 296-360-170, "Employee Refusal to Comply with Safety Rules" are incorporated herein. Grievances alleging violations of this section shall be directly submitted to the department/division head level of the grievance procedure and a grievance hearing shall be promptly scheduled.

## **ARTICLE 10 – COMPENSATION PLAN**

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.

In the event an employee(s) requests a job audit by the Human Resources Department, they shall immediately be given the appropriate forms to begin the job audit. If the job audit results in reclassification due to changes in duties or original improper classification, the employee(s) shall receive the results of the job audit and reclassification and shall be placed in the appropriate classification within 120 calendar days from the date that an appropriate classification for that position is made, any increase or decrease in salary and seniority in that classification shall be retroactive to the 120th calendar day following the submission of the necessary job audit forms.

## **ARTICLE 11 – STANDARD WORKING CONDITIONS**

**Section 11.1** Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

- A. Rate of accrual of vacation leave.
  - 1. 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<br/>Per Pay Period</u> | <u>Days of<br/>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                      | 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.

2. 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.
  3. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
  4. 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.
- B. An employee of the City of Tacoma who is accruing Paid Time Off (PTO) in lieu of Vacation and Sick Leave who accepts a position covered by this bargaining unit shall have the option of converting to Vacation and Sick Leave as provided in this Agreement, OR may opt to continue to accrue PTO in accordance with the applicable provision(s) of the Tacoma Municipal Code. Such election shall be made no later than upon the employee's successful completion of the probationary period.
- C. Personal Time Off (PTO) with pay shall be provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees may enroll in the PTO program on a voluntary basis. Enrollment shall be on a strictly voluntary basis during the City's PTO open enrollment period.

**Section 11.2** Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. 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 25 percent of his 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 sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

**Section 11.3** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.090 provides in part:

- A. In the case of a disability covered by State Industrial Insurance or Workman's 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 loss due to the injury. 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 of the classification in which he/she was working in on the date of injury.

**Section 11.4** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.200 provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted employees or days off in lieu thereof: New Year's Day (January 1); Martin Luther King Day (3rd Monday in January); Presidents Day (3rd Monday in February); Memorial Day (last Monday in May); Fourth of July; Labor Day (first Monday in September); Veterans Day (November 10); 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. 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 regular, probationary, or appointive full-time employee during the calendar year of entitlement.

**Section 11.5 Employee Incentive Program**

- A. The Employee Incentive Program authorized by TMC 1.12.345 will be discontinued for General Government members effective January 1, 2008.

**Section 11.6** Medical and hospital, dental and long term disability insurance for employees and dependents under this Agreement shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement. Pursuant to applicable state law, the City shall provide a choice of at least two medical plans.

**Section 11.7** Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement. The amount of insurance is equal to one times his or her annual salary, rounded to the next highest thousand dollars.

**ARTICLE 12 – NONSTANDARD WORKING CONDITIONS**

**Section 12.1 - Shop Steward's Right to Process Grievance**

- A. 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. Shop Stewards will not use work time for preparation for contract negotiations. The Union agrees to provide a current list of shop stewards to each division or department head in those divisions or departments employing classifications represented by the Union.

**Section 12.2**

- A. Employees shall be entitled to cash reimbursement for board, lodging, transportation, and other expenditures lawfully incurred during official City business, as provided in Sections 1.12.100 and 1.12.110 of the Tacoma Municipal Code.
- B. Employees shall be eligible to receive travel advances pursuant to the City's travel policy. Reimbursement will be processed within thirty (30) days from a correct claim expense form submittal.

**Section 12.3** Any work performed in excess of forty (40) hours in a seven (7) day period shall be compensated at the appropriate overtime rate. The overtime rate is time and one-half the regular rate of pay, or double time cash compensation, equivalent compensatory time off or a combination thereof pursuant to Section 1.12.080 of the Tacoma Municipal Code. For purposes of application of the provision of Section 1.12.080, Sunday shall be considered the seventh day for all employees covered by this agreement. A minimum of two (2) hours' compensation at the overtime rate shall be allowed for work outside the employee's assigned shift unless the employee reports for work less than two (2) hours before the beginning of his/her regular shift, or continues after his/her regular shift.

**Section 12.4** The names on the call-out list for Light and Water stores emergency calls shall be rotated on a bimonthly basis.

**Section 12.5 – Setups and Temporary Assignments to a Higher Classification**

- A. A setup is defined as temporarily assuming the duties of a higher classification. In order to be compensated at the rate of the higher classification, an employee temporarily reassigned to the higher classification shall meet the minimum qualifications of such classification and substantially assume the duties of such classification for one (1) or more hours. The temporary assignment shall result in the relinquishing of the employee's regular duties to a substantial degree. An employee in a setup status will be placed at a pay step in the higher classification that is at least 5% above the employee's permanent classification, if such a pay step exists. Employees temporarily setup to a higher classification will be paid in accordance with Section 1.12.050 B of the Compensation Plan, for actual hours worked.
- B. An employee temporarily assigned to a higher position for four (4) or more hours per day shall be given an appointment to the higher class when he/she is assigned the duties of such position. 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.
- C. In the event an eligible employee refuses two (2) offers of temporary upgrade, he/she will be notified in writing that he/she will not be considered for future upgrades until such time as he/she notifies his/her supervisor in writing that he/she again wishes to be considered for upgrade opportunities.

**Section 12.6** Employees required to serve in a standby capacity outside regular work hours, shall receive \$3.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. Standby means that the employee must be in telecommunications, beeper, radio or phone range to ensure their availability to return to duty if necessary. No employee will be assigned to a standby status for more than seven consecutive days without his/her concurrence. The City maintains the right to assign any qualified person to a standby assignment where no qualified bargaining unit employee volunteers to do so, providing that no employee will be assigned to a standby assignment for more than seven days at a time without his/her concurrence.

**Section 12.7 Meal Allowance**

- A. An employee working non-scheduled overtime at least two hours before or beyond his/her regular shift and at six (6) hour intervals thereafter shall be eligible for meal allowance of \$15.00.
- B. Employees will not be eligible for meal allowance when working scheduled overtime on their regularly scheduled days off.

**Section 12.8 Call In List - Information Technology Employees**

The following provisions of Section 12.8 shall apply to employees in the classifications: IT Analyst, Senior IT Analyst, Senior Technical IT Analyst, Principal Technical IT Analyst, Business Analyst I, Business Analyst II, Business Analyst III, IT Helpdesk Specialist, Computer Support Technician, and IT Programming Intern:

- A. A call in list for off hour critical systems may be maintained by the responsible Division/Department. Employees in an on-leave status such as vacation or sick leave will not appear as a primary or secondary call-in. The Division/Department will make every effort to remove the names of those employees on short-term sick leave from the call-in list.
- B. The called employee may attempt to resolve the problem over the phone or report to work, however, the Division/Department retains the right to require overtime when in the opinion of the Division/Department, the problem cannot be resolved over the telephone. In the event the employee reports to work, the call-in and overtime provisions of the contract will apply.
- C. A log of all call-in attempts to employees in a non-work status shall be maintained by the Division/Department and copies shall be furnished to the Union upon request.

**Section 12.9 Hours of Work**

- A. Alternate work schedules may be agreed to by the employee and appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, eighty (80) hours worked in nine (9) days or other appropriate schedules. Absent continued mutual agreement between the employee and his immediate supervisor to continue an alternate work schedule, then, with 30 days' notice, the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act. An employee and the Supervisor shall sign a written document documenting an employee is working an alternate schedule which shall be made available to the Union, upon the Union's request.
- B. An employee may request an adjustment to a particular day's regularly scheduled shift including splitting the shift. When an adjustment is granted, the Employer shall not incur overtime liability until the number of hours worked on this adjusted shift exceeds the number of hours worked in the employee's regularly scheduled shift.
- C. Incidental time off shall be defined as when an employee is authorized to take time off that does not count as vacation, compensatory time or sick leave, when the time off is made up by working during the workweek.

In the interest of meeting the needs of employees and maintaining productivity, employees covered by this agreement may be allowed up to four (4) hours per pay period of incidental time off, provided however, that the employee must work additional hours equal to the amount of time that is taken as incidental time off.

To qualify for incidental time off, the following criteria must be met:

1. The employee must initiate the request.
2. The employee would be compensated hour for hour.
3. All incidental time off must be taken off and made up within the same workweek.
4. No more than four hours of incidental time may be taken off within a two-week pay period.

5. To prevent overtime liability, if the employee's request for incidental time off is approved and the time is worked in advance, the employee must take the time off. Incidental time off may not be converted into overtime, vacation, compensatory time or sick leave.
6. If the employee takes time off and does not make up the time, the time off must be charged to vacation, compensatory time or sick leave as may be appropriate for the nature of the absence.
7. The time to be made up shall be worked and be agreed to by the employee and supervisor, depending upon the nature of the work and the standard operating hours.
8. Employee cannot take incidental time off on Saturdays, Sundays or outside the normal work hours for the work group. Hours that would be paid at the overtime rate do not qualify for incidental time use.
9. Management retains the right, based on operational needs and the nature of the request, to refuse authorization of incidental time off.

### **Section 12.10 Seniority, Layoff and Bumping**

A seniority list (TMC 1.24.920) shall be established for each classification and sub-classification in the bargaining unit and such seniority list shall be provided to the Union and kept current on a quarterly basis.

Layoff, if necessary, except for the IT Analyst series (listed in paragraphs A, B, C, and D) and Business Analyst series (listed in paragraph F), shall be by classification on the basis of seniority as follows: The employee selected for layoff shall be the employee with the least amount of seniority in the affected classification within the Department where the layoff occurs. That employee has the right to "bump" the employee with the least amount of seniority in the same classification within the City (provided that that employee has less seniority).

For employees in the Broadband Services Technician class series, aggregate seniority shall accrue for all time served in the Broadband Services Technician (CSC 5525) and Broadband Services Technician, Lead (CSC 5524) classifications.

Employees exercising a bumping right shall be provided and shall serve a training and experience trial service period of not less than three (3) months and not more than six (6) months. During this time, the employee will be provided appropriate training and experience relevant to the new position. At the end of the period, if the employee is unable to perform the duties of the position, he/she may be subject to layoff.

- A. The IT Analyst class series shall be defined as classifications both current (IT Analyst CSC 0150, IT Analyst Senior CSC 0151, IT Analyst Senior Technical CSC 0152 and IT Analyst Principal Technical CSC 0153), and historic (Application Development Systems Analyst, Computer Systems Programmer, Database Analyst, Data Analyst, GIS Analyst, Systems Analyst, Systems Programmer, Senior Technical Analyst, Programmer, Programmer Analyst or equivalent classifications). Current sub-classifications include Application Development Systems Analyst, Computer Systems Programmer, Database Analyst, Data Analyst, and GIS Analyst.

Seniority for the IT Analyst class series shall be by aggregate service in all IT Analyst classifications as described above. Aggregate service shall be the total of all employment in the IT Analyst class series, inclusive of authorized leaves of absence, as

a probationary, regular, employee, or as an employee who took a project or appointive position after serving in a regular permanent classified position.

Layoffs within the IT Analyst class series shall be by General Government department or Tacoma Public Utilities division (hereinafter: department) based on the Employer's business needs pursuant to Article 7. The decision for layoff will be made in the following order: by department, by sub-classification, by classification. The employee selected for layoff will be the employee with the least amount of seniority in the affected sub-classification/classification within the department where the layoff occurs. Ties in seniority dates shall be broken by date of original hire with the City, then by coin flip.

When multiple employees are laid off at the same time, or nearly the same time, the least senior employee in the group of laid off employees shall exercise their bumping rights first, followed by the next least senior employee, until all employees have been given an opportunity to bump.

- B. Employees holding permanent appointments as of January 1, 1995 as a Systems Analyst, Systems Programmer or Senior Technical Analyst are grandfathered at the "Senior" or "Senior Technical" IT Analyst classification. Employees specific to this group are listed on Exhibit A, attached to this agreement.
- C. Employees who have been selected for layoff may choose whether to exercise available bumping rights. Bumping rights shall occur in the following order:
  - 1. The employee may first bump the least senior employee in an equal IT Analyst classification in any other sub-classification in which they have previously held status within their current department, starting with the sub-classification most recently held.
  - 2. If no equivalent bumping option exists within the department, then the employee may bump the least senior employee in an equal IT Analyst classification in their current sub-classification in another department within the City.
  - 3. If none of the above options exist, the employee may then bump the least senior employee in an equal IT Analyst classification in any other sub-classification in which they have previously held status in another department within the City, starting with the sub-classification most recently held.
  - 4. Finally, if there exists no bumping option at an equal IT Analyst classification, the employee may repeat the above steps 1 through 3 at the next lower IT Analyst classification(s), and continuing down the IT Analyst classification series, until all potential bumping options have been eliminated.

In all cases, the bumping employee must have more IT Analyst seniority (12.11.A) than the employee bumped.

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and subject to the three to six month trial service specified in Section 12.11, above.

- D. Employees holding permanent status as of January 1, 1995 who were reclassified into the classes of GIS Analyst, Database Analyst, and Data Analyst, were given a one day

appointment as an Application Development Systems Analyst specifically for the purpose of establishing bumping rights into that classification, which is now sub-classification.

- E. IT Helpdesk Specialists reclassified as Computer Support Technicians shall continue to accrue seniority as a IT Helpdesk Specialist and maintain a right to bump the least IT Helpdesk Specialist if they are subject to layoff as a Computer Support Technician.
- F. For purposes of layoff and bumping, seniority for employees in the Business Analyst class series shall be aggregate seniority in the following classifications: both current (Business Analyst II, Business Analyst II, Business Analyst III) and historic within the IT Department (IT Business Analyst 1, IT Business Analyst 2, IT Business Analyst 3, Management Analyst 1, Management Analyst 2, Management Analyst 3). Ties in seniority dates shall be broken by date of original hire with the City, then by coin flip. Employees specific to this group are listed on Exhibit B, attached to this agreement.

The employee selected for layoff shall be the least senior employee in the affected classification within the department. Bumping rights shall occur in the following order:

1. The employee may first bump the least senior employee in the same Business Analyst classification in another department within the City.
2. If no bumping option exists for Business Analysts hired prior to January 1, 2011, the employee may then bump the least senior employee in the next lower Business Analyst classification within their current department. For Business Analysts hired on or after January 1, 2011, the employee may only bump a less senior employee in the next lower Business Analyst classification in which they held status within their current department.
3. If none of the above options exist for Business Analysts hired prior to January 1, 2011, the employee may then bump the least senior employee in the next lower Business Analyst classification in another department within the City. For Business Analysts hired on or after January 1, 2011, the employee may only bump a less senior employee in the next lower Business Analyst classification in which they held status in another department within the City.
4. Finally, if there exists no bumping option at the next lower Business Analyst classification, the employee may repeat the above steps 2 and t the lowest classification, until all potential bumping options have been eliminated.

In all cases, the bumping employee must have more Business Analyst seniority than the employee bumped.

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and subject to the three to six month trial service specified in Section 12.11, above.

**Section 12.11 Filling of Vacancies** The City and the Union encourage employees in their career development, and agree that promotions should be based on merit. Pursuant to Article 7, Management Rights, the City reserves the right to hire, promote, transfer, assign and retain our employees. In doing so, it is the City's intent to use eligible lists in the following order,



if they exist, pursuant to Tacoma Municipal Code Section 1.24.650 when filling permanent vacancies including (a) reemployment lists, (b) departmental promotional lists, (c) promotional lists, and (d) open lists.

Management will consider employees who have requested transfer and demotion, and who possess the knowledge, skill, adaptability and physical ability required for the job when filling vacancies. An employee may waive without prejudice, a position offered under this section.

- A. Employees desiring consideration for a vacancy (transfer, demotion) shall so indicate by timely completing the appropriate transfer or demotion request paperwork. The appointing authority may consider these employees as well as applicants on the applicable eligibility list.
- B. Permanent employees of the classified City service may be appointed to positions on projects as defined in the personnel rules sections 1.24.980 through 1.24.986. Such employees shall continue to accrue seniority and other rights of the classified service in their permanent position.
- C. Permanent employees who have been granted a leave of absence by the director of Human Resources shall have the right, at the end of the project, to return to their permanent classification in their previous department.
- D. When the City deems it necessary to staff a position at the Senior IT Analyst level or higher, it will first recall laid-off employees from the reemployment list per the TMC 1.24.650, if such list exists. Any remaining openings may be filled as follows:
  - 1. Consider an interview of members who have requested transfer and demotion.
  - 2. Select an applicant from the IT Analyst classification series applicable eligibility list.
  - 3. With prior written notice to the Union, the Union agrees that the City may petition the Civil Service Board for a noncompetitive appointment according to Personnel Rule 1.24.570.
- E. When the City deems it necessary to staff a position at the Business Analyst II level or higher, it will first recall laid-off employees from the reemployment list per the TMC 1.24.650, if such list exists. Any remaining openings may be filled as follows:
  - 1. Consider an interview of members who have requested transfer and demotion.
  - 2. Select an applicant from the Business Analyst classification series applicable eligibility list.

3. With prior written notice to the Union, the Union agrees that the City may petition the Civil Service Board for a noncompetitive appointment according to Personnel Rule 1.24.570.
- F. A vacancy filled by time card upgrade shall be filled in the following priority order:
1. A departmental layoff list.
  2. Departmental employees on the current applicable eligibility list.
  3. The employee within the department with the longest permanent length of service in the next in line lower classification.

Paragraph F shall not apply to the classes of IT Analyst; IT Analyst, Senior; IT Analyst, Senior Technical; IT Analyst, Principal Technical; Business Analyst I; Business Analyst II; and Business Analyst III.

The Department/Division need not consider for upgrade an employee who does not possess the knowledge, skill, adaptability and physical ability required for the job. An employee may waive without prejudice, an upgrade offered under this section.

**Section 12.12 – Layoff** In the event of a layoff, employees will be notified as soon as possible, with a copy of the layoff notice provide to the Union, provided that in no event will an employee be laid off with less than 14 days’ notice.

**Section 12.13 – Web-site access** Represented employees may access the Local 120, Council 2 and AFSCME web-site through the City’s internet system while remaining in compliance with the City Ethics Code.

**Section 12.14 – Safety Footwear**

Incumbents in the classifications Converter Inventory Technician, Warehouse Technician, Senior Warehouse Technician, Vehicle Parts Assistant, and Fleet Services Parts Technician are eligible to receive an allowance of \$150 per year for safety footwear.

**Section 12.15** Employees assigned to work the swing or graveyard shift will have an unpaid lunch period and will receive an application of rate of three percent above his/her regular rate of pay. Swing and graveyard shifts for purposes of this paragraph are defined as 8-or-more-hour shifts scheduled to begin from 3 p.m. to 3 a.m.

Incumbents who are currently assigned to work a shift that begins prior to 3:00 p.m., and who are currently receiving the 3% application of rate specified in the above paragraph, will continue to receive the application of rate in the same manner as incumbents who are assigned to work a shift that begins at 3:00 p.m.

Employees who are scheduled to work the 3:00pm to 3:00am swing shift will continue to receive the 3% AOR for all hours spent attending meetings scheduled by management that occur prior to 3:00pm.

## **ARTICLE 13 – NON-DISCRIMINATION**

**Section 13.1** Pursuant to RCW 41.56 there shall be no discrimination against union members or union officers.

**Section 13.2** It is mutually agreed that there shall be no discrimination based on applicable state or federal laws because of race, color, religion, sex, age, marital status, or national origin or physical, mental, or sensory disabilities (that do not prevent the 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 13.3.** It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

**Section 13.4** Employees who feel they have been discriminated against or sexually harassed shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

## **ARTICLE 14 – LABOR MANAGEMENT COMMITTEE**

A Labor/Management Committee shall be established consisting of three members of Labor, the Union Business Representative or a designee, and two bargaining unit employees appointed by the Union; and the Human Resources Director or a designee, and two management personnel appointed by the Human Resources Director.

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.

Effective January 1, 2008, the City will report to the Labor Management Committee on a quarterly basis regarding the status of the classification review of IT related Management Analyst positions that are being reviewed in conjunction with the Classification and Compensation study. The quarterly reports will continue for the duration of the Classification and Compensation study, or until the completion of the review of the Management Analyst classification, whichever occurs first.

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

## **ARTICLE 15 – DISCIPLINE**

**Section 15.1** Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of offense and prior record of discipline.

**Section 15.2** The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

**Section 15.3** The Employer agrees to notify the Union in writing that an employee may be dismissed, suspended or reduced in rank or pay.

**Section 15.4** At the request of 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 and of intent to dismiss, suspend, or reduce in rank or pay. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

**Section 15.5** No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.

**Section 15.6** The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

**Section 15.7** The employee and the employee's Union representative shall have the right to inspect the contents of the personnel file maintained by the Employer.

**Section 15.8** No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, however, letters of reprimand shall not be subject to the grievance procedure.

**Section 15.9** A suspension without pay of more than five (5) days, a dismissal or a disciplinary reduction in rank or pay may be processed through all steps of the grievance procedure provided for in Article 5 of this Agreement. Suspensions of five days or less are not subject to Step 5.3 of the Grievance Procedure, but may be appealed only to the Director of Human Resources pursuant to Step 4, Article 5 Grievance Procedure, for a final and binding decision. 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.

## **ARTICLE 16 – SUBCONTRACTING**

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the working force which specifically includes the right to determine whether and to what extent any work shall be performed by employees. The management of the City's operations and the direction of the work force, including, but not limited to, the contracting or subcontracting of work performed by the City shall be retained by the City.

Prior to a final decision to contract/subcontract out bargaining unit work, and no less than fourteen (14) calendar days prior to offering a contract/subcontract or issuing a solicitation for services such as a Request for Proposals (RFP), Request for Bids (RFB) or Request for Quotations (RFQ) the City shall notify by email the Union Staff Representative and the bargaining unit chairperson that it is considering contracting/subcontracting, the scope quantity and duration of the work to be contracted, and the reasons why. Should the City determine to contract/subcontract out the identified work, it shall notify the Union, in writing, within fourteen (14) calendar days of awarding the contract.

Upon written request by the Union, the City will bargain the impacts of such proposed contracting/ subcontracting out of bargaining unit work pursuant to the requirements of RCW 41.56.

The City of Tacoma will provide contracting departments with the current e-mail address of the Union Staff representative and the bargaining chairperson.

#### **ARTICLE 17 – SAVING CLAUSE**

Should any provision of this Agreement be found to be in violation of any federal, state, or local law, all other provisions shall remain in full force and effect for the duration of this Agreement.

#### **ARTICLE 18 TERM OF AGREEMENT**

This agreement shall remain in full force and effect from January 1, 2013 to and including December 31, 2016, provided however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred-twenty (120) days, in no event later than ninety (90) days prior to the expiration date for this agreement.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

City of Tacoma  
a municipal corporation

Tacoma City and Pierce County  
Employees Local Number 120

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

\_\_\_\_\_  
Policy Chair

\_\_\_\_\_  
Director of Public Utilities

\_\_\_\_\_  
WSCCCE Council 2 Staff  
Representative

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

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

Approved as to form:

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

Attest:

\_\_\_\_\_

City Clerk

**APPENDIX A  
TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120  
OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME,  
AFL-CIO**

Effective May 1, 2013 the 2013 wage scale will be as follows:

| Code  | Job Title   | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    |
|-------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 55250 | Broadband Services Technician                       | 28.48 | 29.91 | 31.40 | 32.97 | 34.62 | 36.35 | 38.17 | 40.08 |       |       |
| 55240 | Broadband Services Technician, Lead                 | 31.65 | 33.23 | 34.89 | 36.64 | 38.47 | 40.39 | 42.41 | 44.53 |       |       |
| 01410 | Business Analyst I                                  | 21.52 | 22.60 | 23.73 | 24.91 | 26.16 | 27.47 |       |       |       |       |
| 01420 | Business Analyst II                                 | 28.37 | 29.79 | 31.27 | 32.84 | 34.48 | 36.20 |       |       |       |       |
| 01430 | Business Analyst III                                | 34.20 | 35.91 | 37.71 | 39.59 | 41.57 | 43.65 |       |       |       |       |
| 03040 | Buyer   | 25.66 | 26.94 | 28.29 | 29.70 | 31.19 |       |       |       |       |       |
| 03070 | Buyer, Senior                                       | 26.14 | 27.44 | 28.81 | 30.26 | 31.77 | 33.36 | 35.02 |       |       |       |
| 01180 | IT Helpdesk Specialist                              | 21.17 | 22.23 | 23.34 | 24.51 | 25.73 |       |       |       |       |       |
| 01240 | Computer Support Technician                         | 22.00 | 23.10 | 24.25 | 25.46 | 26.74 | 28.07 | 29.48 |       |       |       |
| 55380 | Converter Inventory Technician                      | 16.78 | 17.62 | 18.50 | 19.43 | 20.40 |       |       |       |       |       |
| 03340 | Fleet Services Parts Technician                     | 27.64 | 29.02 | 30.47 |       |       |       |       |       |       |       |
| 02200 | Graphic Arts Specialist                             | 22.75 | 23.89 | 25.08 | 26.34 | 27.65 |       |       |       |       |       |
| 02220 | Graphic Arts Specialist, Lead                       | 25.02 | 26.28 | 27.59 | 28.97 | 30.42 |       |       |       |       |       |
| 46080 | Information Technology Programming Intern           | 21.53 | 22.87 |       |       |       |       |       |       |       |       |
| 01500 | Information Technology Analyst                      | 26.91 | 28.26 | 29.67 | 31.15 | 32.71 | 34.35 | 36.06 | 37.87 | 39.76 | 41.75 |
| 01530 | Information Technology Analyst, Principal Technical | 32.94 | 34.59 | 36.32 | 38.13 | 40.04 | 42.04 | 44.14 | 46.35 | 48.67 | 51.10 |
| 01510 | Information Technology Analyst, Senior              | 29.60 | 31.08 | 32.63 | 34.27 | 35.98 | 37.78 | 39.67 | 41.65 | 43.73 | 45.92 |
| 01520 | Information Technology Analyst, Senior Technical    | 31.73 | 33.32 | 34.98 | 36.73 | 38.57 | 40.50 | 42.52 | 44.65 | 46.88 | 49.23 |
| 02030 | Reprographic Equipment Operator                     | 16.56 | 17.38 | 18.25 | 19.17 | 20.12 | 21.13 | 22.19 | 23.30 |       |       |
| 02990 | Vehicle Parts Assistant                             | 25.13 | 26.38 | 27.70 |       |       |       |       |       |       |       |
| 03010 | Warehouse Technician                                | 25.13 | 26.38 | 27.70 |       |       |       |       |       |       |       |
| 03020 | Warehouse Technician, Senior                        | 27.64 | 29.02 | 30.47 |       |       |       |       |       |       |       |

Converter Inventory Technician, 55380, wage scale was reduced to 5 steps, dropping the bottom 5 steps.

Effective January 1, 2014, wages shall increase by 1.2%.

Effective January 1, 2015, wages shall increase by 1.5%.

Effective January 1, 2016, wages shall increase by 2%.

All of the above classifications shall receive longevity pay as per Ordinance 20938 as follows:

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



**INDEX TO LETTERS OF UNDERSTANDING**

**TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES  
LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY  
EMPLOYEES, AFSCME, AFL-CIO**

**2013-2016**

| <b><u>Description</u></b>                 | <b><u>Date Signed</u></b> |
|---|---------------------------|
| 1. Cashiers and Data Control Clerks       | 4/12/1996                 |
| 2. VEBA Participation                     | 5/7/2003                  |
| 3. IT Programming Intern (revised 4/2011) | 3/2008                    |



| Sr/Sr Tech Grandfather | Last name    | First name  | Job Abbr | Job with subclasses                          | Current Job Seniority date in SAP |
|------------------------|--------------|-------------|----------|--|-----------------------------------|
|                        | Barlow       | Jack        | 01520    | IT Analyst, Senior Technical (ADSA)          | 03/05/2001                        |
|                        | Barra        | Robert      | 01520    | IT Analyst, Senior Technical (CSP)           | 10/21/2002                        |
|                        | Bentley      | Rodney      | 01510    | IT Analyst, Senior (CSP)                     | 08/24/1998                        |
|                        | Berkey       | Alan        | 01510    | IT Analyst, Senior (DA, GIS)                 | 9/1/1998                          |
|                        | Blann        | Debbi       | 01520    | IT Analyst, Senior Technical (CSP, ADSA)     | 12/7/1987                         |
| X                      | Burris       | Celeste     | 01510    | IT Analyst, Senior (CSP)                     | 03/31/1978                        |
|                        | Cassal       | Jolene      | 01510    | IT Analyst, Senior (DA)                      | 12/18/1995                        |
|                        | Chase        | Scott       | 01520    | IT Analyst, Senior Technical (ADSA, DA, DBA) | 2/1/1988                          |
|                        | Cox          | Daniel      | 01510    | IT Analyst, Senior (CSP)                     | 9/5/2013                          |
|                        | Creamer      | Michael     | 01510    | IT Analyst, Senior (GIS)                     | 06/02/2006                        |
| X                      | Dykas        | Veronica    | 01520    | IT Analyst, Senior Technical (CSP)           | 12/07/1987                        |
|                        | Farmer       | Jimmie      | 01530    | IT Analyst, Principal Technical (CSP)        | 04/19/1999                        |
|                        | Gee          | Barrett     | 01520    | IT Analyst, Senior Technical (CSP)           | 12/11/1995                        |
|                        | Gutierrez    | Roman       | 01520    | IT Analyst, Senior Technical (CSP)           | 09/11/1998                        |
|                        | Hammoud      | Michael     | 01520    | IT Analyst, Senior Technical (CSP)           | 02/23/1998                        |
|                        | Harding      | Ian         | 01520    | IT Analyst, Senior Technical (DBA)           | 12/14/2007                        |
|                        | Harris       | Ronnie      | 01510    | IT Analyst, Senior (GIS)                     | 03/17/1997                        |
|                        | Howell       | Jessie      | 01520    | IT Analyst, Senior Technical (CSP)           | 07/15/2013                        |
|                        | James        | Christopher | 01510    | IT Analyst, Senior (ADSA, GIS)               | 8/19/2010                         |
|                        | Jensen       | Nolan       | 01510    | IT Analyst, Senior (CSP)                     | 02/16/2009                        |
|                        | Kalcha       | Ivan        | 01510    | IT Analyst, Senior (ADSA)                    | 08/13/2007                        |
|                        | Kile         | Buddy       | 01510    | IT Analyst, Senior (CSP)                     | 12/22/2008                        |
|                        | Larson       | Mary Kay    | 01510    | IT Analyst, Senior (ADSA)                    | 12/08/2008                        |
|                        | Lewandowsky  | Debra       | 01520    | IT Analyst, Senior Technical (ADSA)          | 06/15/1998                        |
|                        | Long         | Andrew      | 01500    | IT Analyst (ADSA, GIS)                       | 03/09/2001                        |
|                        | Low          | Daniel      | 01500    | IT Analyst (ADSA)                            | 07/01/2002                        |
|                        | Mackland     | Connie      | 01510    | IT Analyst, Senior (ADSA)                    | 2/25/1993                         |
|                        | McCoy        | Sheila      | 01520    | IT Analyst, Senior Technical (ADSA, CSP)     | 7/20/1992                         |
|                        | McGowan      | Anita       | 01520    | IT Analyst, Senior Technical (ADSA)          | 11/28/2001                        |
|                        | McLeod       | William     | 01520    | IT Analyst, Senior Technical (ADSA)          | 08/29/2000                        |
|                        | McWright     | Jennifer    | 01520    | IT Analyst, Senior Technical (CSP)           | 07/06/1998                        |
|                        | Minch        | Douglas     | 01520    | IT Analyst, Senior Technical (CSP)           | 02/26/2001                        |
|                        | Murnane      | Michael     | 01520    | IT Analyst, Senior Technical (GIS)           | 01/16/1996                        |
|                        | Myking       | Kurt        | 01510    | IT Analyst, Senior (GIS)                     | 03/04/1999                        |
|                        | Nunn         | Michael     | 01520    | IT Analyst, Senior Technical (CSP)           | 12/07/1998                        |
|                        | Oliver-Jones | Nina        | 01510    | IT Analyst, Senior (ADSA)                    | 04/08/2002                        |
|                        | Orgeles      | Christopher | 01530    | IT Analyst, Principal Technical (ADSA, CSP)  | 07/21/2008                        |
|                        | Peterson     | Stephanie   | 01510    | IT Analyst, Senior (ADSA)                    | 02/18/2008                        |
|                        | Pierce       | Bryan       | 01520    | IT Analyst, Senior Technical (ADSA)          | 02/06/2001                        |
|                        | Pinckney     | Manuela     | 01520    | IT Analyst, Senior Technical (ADSA)          | 03/05/2001                        |
|                        | Pope         | Stephen     | 01520    | IT Analyst, Senior Technical (DBA, ADSA)     | 12/18/1995                        |

|  |           |           |       |  |            |
|--|-----------|-----------|-------|--|------------|
|  | Radice    | Joseph    | 01510 | IT Analyst, Senior (CSP)                 | 02/16/2009 |
|  | Schunzel  | Steven    | 01510 | IT Analyst, Senior (GIS)                 | 07/01/2013 |
|  | Shaw      | Timothy   | 01510 | IT Analyst, Senior (CSP)                 | 06/18/2001 |
|  | Shell     | John      | 01510 | IT Analyst, Senior (GIS)                 | 10/04/2002 |
|  | Simpson   | Andrew    | 01510 | IT Analyst, Senior (GIS)                 | 03/10/2014 |
|  | Sjoboen   | Don       | 01500 | IT Analyst (GIS)                         | 02/04/2008 |
|  | Sloan     | Robert    | 01510 | IT Analyst, Senior (ADSA)                | 01/01/2003 |
|  | Smith     | John      | 01520 | IT Analyst, Senior Technical (GIS)       | 05/21/2001 |
|  | Son       | Kwangchul | 01520 | IT Analyst, Senior Technical (CSP, ADSA) | 06/10/2013 |
|  | Sotak     | Monte     | 01520 | IT Analyst, Senior Technical (CSP)       | 06/07/1999 |
|  | Still     | Eric      | 01520 | IT Analyst, Senior Technical (CSP)       | 07/17/2000 |
|  | Stock     | Matthew   | 01510 | IT Analyst, Senior (CSP)                 | 03/16/2009 |
|  | Thomas    | Wayne     | 01520 | IT Analyst, Senior Technical (ADSA)      | 12/11/1995 |
|  | Walters   | Douglas   | 01510 | IT Analyst, Senior (CSP)                 | 08/12/1991 |
|  | Way       | Peili     | 01520 | IT Analyst, Senior Technical (ADSA)      | 04/08/2002 |
|  | Webb      | Mitchell  | 01520 | IT Analyst, Senior Technical (ADSA, CSP) | 04/08/1991 |
|  | Wentworth | Sandra    | 01520 | IT Analyst, Senior Technical (ADSA)      | 07/23/2007 |
|  | Wiebe     | Kenneth   | 01530 | IT Analyst, Principal Technical (CSP)    | 09/10/2001 |
|  | Williams  | Marlon    | 01520 | IT Analyst, Senior Technical (ADSA)      | 07/16/2001 |
|  | Yeatman   | Mark      | 01520 | IT Analyst, Senior Technical (CSP)       | 01/27/2003 |

| Last name      | First name | Job Abbr | Job                  | Current Job Seniority date in SAP |
|----------------|------------|----------|----------------------|-----------------------------------|
| Anderson       | Michele    | 01420    | Business Analyst II  | 03/17/2008                        |
| Benham         | Vicki      | 01420    | Business Analyst II  | 08/06/2007                        |
| Bour           | Cynthia    | 01420    | Business Analyst II  | 8/20/2008                         |
| Cantrell       | Elizabeth  | 01430    | Business Analyst III | 12/29/2003                        |
| Carlson        | Michael    | 01430    | Business Analyst III | 05/15/2006                        |
| Cribb          | Geoffrey   | 01430    | Business Analyst III | 4/29/2009                         |
| Crumbly-Fulmer | Vickie     | 01430    | Business Analyst III | 04/17/2006                        |
| de Grouchy     | Robert     | 01430    | Business Analyst III | 12/29/2003                        |
| DuPraw         | Virginia   | 01430    | Business Analyst III | 12/29/2003                        |
| Ferguson       | Constance  | 01430    | Business Analyst III | 4/3/2006                          |
| Hasty          | William    | 01420    | Business Analyst II  | 6/21/2010                         |
| Hodgman        | Mary       | 01430    | Business Analyst III | 12/29/2003                        |
| Jackson        | Patricia   | 01430    | Business Analyst III | 06/25/2007                        |
| Kendrick       | Martin     | 01430    | Business Analyst III | 10/29/2007                        |
| Mayfield       | Laurie     | 01430    | Business Analyst III | 8/30/2004                         |
| Mueller        | Margaret   | 01420    | Business Analyst II  | 06/26/2006                        |
| Nelson         | Suzanne    | 01430    | Business Analyst III | 12/29/2003                        |
| Porter         | Jeremy     | 01420    | Business Analyst II  | 2/4/2008                          |
| Randolph       | Lydia      | 01420    | Business Analyst II  | 10/01/2007                        |
| Thibeault      | Amanda     | 01420    | Business Analyst II  | 07/26/2010                        |
| Trainer        | Cynthia    | 01430    | Business Analyst III | 12/29/2003                        |

**Letter of Agreement  
Between  
City of Tacoma and  
Tacoma, Washington, City and Pierce County Employees Local Number 120,  
of the Washington State Council of County and City Employees, AFSCME**

**RE: New Graphic Arts Specialist Lead classification (retroactive)  
Date: June 17, 2014**

The purpose of this Letter of Agreement is to document the understanding and agreement to retroactively establish the classification of Graphics Arts Specialist Lead and retroactively pay the employee who has been performing the functions, as assigned by management. The parties hereby agree as follows:

1. Effective January 1, 2013, the Graphics Arts Specialist, Lead classification will be created and wages will be set at 10% above the Graphic Arts Specialist, as shown below:

| Job Title                     | 1     | 2     | 3     | 4     | 5     |
|-------------------------------|-------|-------|-------|-------|-------|
| Graphic Arts Specialist, Lead | 24.53 | 25.76 | 27.05 | 28.40 | 29.82 |

2. Effective May 1, 2013, wages for the Graphics Arts Specialist, Lead Classification will be increased by 2%, as shown below:

| Job Title                     | 1     | 2     | 3     | 4     | 5     |
|-------------------------------|-------|-------|-------|-------|-------|
| Graphic Arts Specialist, Lead | 25.02 | 26.28 | 27.59 | 28.97 | 30.42 |

3. Employee Kristy Brokman will be placed in the Graphic Arts Specialist, Lead classification effective 1/1/2013, at step 5, and paid retroactively to that date.
4. Employee Kristy Brokman's job seniority in the classification of Graphics Art Specialist, Lead will be considered to be 11/19/2012.

This Letter of Agreement does not set a precedent or establish a practice for any similar situations which will be addressed on a case by case basis.

**For WSCCCE, Local 120:**

**For the City of Tacoma:**

\_\_\_\_\_  
Dylan Carlson, Staff Representative

\_\_\_\_\_  
Joy St. Germain, HR Director

\_\_\_\_\_  
William Gaines, TPU Director