

2019 – 2022
AGREEMENT
BY
CITY OF TACOMA
AND
PROFESSIONAL & TECHNICAL EMPLOYEES
LOCAL 17 (PROTEC17)

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LOCAL 17 (PROTEC17)

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2019 - 2022
AGREEMENT

By and Between

CITY OF TACOMA and
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City), and the PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17) (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 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.

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

Section 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees within the bargaining units defined by the classifications listed in the Appendices to this Agreement; namely, Appendix A -Supervisors' Unit, and Appendix B - Technical Unit.

Section 2.2 Bargaining units may be amended during the term of this Agreement where the Union has established that it represents a majority of employees in a classification to be added to the bargaining unit; majority status for representational purposes shall be determined through the procedures as set forth in Chapter 41.56 RCW. Classifications added to the bargaining unit shall be covered under the full terms of this Agreement, where salaries shall remain in effect except as modified in subsequent agreements.

Section 2.3 Recognition as exclusive bargaining representative shall be interpreted to mean that the City will make no change in working conditions pursuant to RCW 41.56.

Section 2.4 Those duties performed by employees within the bargaining units shall be assigned to a classification. Classifications and specifications shall be those in effect and approved by the Human Resources Director. Employees shall not normally be assigned duties foreign to their classification concept or specifications.

Section 2.5 Where those duties currently being performed by employees in the bargaining units are assigned to a new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for the new classification. The parties agree to negotiate salaries for job classifications that have been materially changed during the term of the contract. In this regard, should negotiations result in no agreement on a new salary for the changed class, the issue shall be referred within thirty (30) days after negotiations have been requested, to mediation.

Section 2.6 The City will, in a timely manner, provide the Union the names and addresses of new hires into bargaining unit classifications on a monthly basis.

ARTICLE 3 - JOINT LABOR COMMITTEE

Section 3.1 It is the intent that the Union carry out its responsibilities as a member of the Joint Labor Committee as provided in the Agreement between the Joint Labor Committee and the City (hereinafter called the Joint Labor Agreement). Nothing contained in this Agreement shall be interpreted to give to said Joint Labor Committee any responsibility or authority extended to the Union as the exclusive bargaining representative by Chapter 41.56 RCW as last amended except as provided in the Joint Labor 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 DEDUCTION

Section 4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union dues.

Section 4.2 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.3 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 A grievance under this Agreement is defined as an alleged violation of a specific Article of this Agreement.

Section 5.2 Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

Section 5.3 Filing and response time limits shall be met by mailing, in-person delivery of a written document, facsimile transmission, or e-mail followed-up with a phone call confirmation to the appropriate manager. Receipt shall be considered the day of actual receipt. Both parties are responsible for ensuring that the grievance is filed with the appropriate City official. Every effort will be made to settle the grievance at the lowest possible level of supervision at which there is authority to resolve the grievance.

Section 5.4 Failure by the non-grieving party to comply with any of the time lines shall constitute the right of the grieving party to proceed to the next step.

Section 5.5 At any step of the grievance process, time limits may be extended by written mutual agreement between the City and the Union.

Section 5.6 By mutual agreement, at any point in the process, a grievance may be submitted to mediation. Each party shall bear the expense of its own representation and all other expenses incidental shall be divided equally.

Section 5.7 The steps of the grievance process are as follows:

Step 1 Within thirty (30) calendar days after an employee could have reasonably known of the occurrence giving rise to the grievance, the employee, and/or the Union representative and the supervisor shall meet to discuss the grievance. Otherwise, the right to file a grievance is forfeited. Within fourteen (14) calendar days thereafter the supervisor shall respond to the grievance.

Step 2 Failing to resolve the grievance in the first step, the employee, or the Union representative shall, within fourteen (14) calendar days from the receipt of the immediate supervisor's response, reduce the matter to written form, stating all facts in detail, citing contract section or sections violated and a proposed remedy, and submit same to the appropriate manager with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, the manager shall provide

a written disposition to the Union representative and the employee 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, submit the grievance in writing to the head of the employee's department (General Government) or division (Utilities) with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, management shall respond in writing to the Union representative and employee with a copy to the City's Labor Relations Division.
- Step 4 Failing to resolve the grievance in the third step, the Union representative shall, within fourteen (14) calendar days of receipt of the Department Head's or Division Head's disposition, submit the grievance in writing to the Human Resources Director with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, the Human Resources Director shall respond in writing to the Union representative and employee with a copy to the City's Labor Relations Division.
- Step 5 Grievances that are subject to arbitration may be submitted to mediation by either party. Each party shall bear the expense of its own representation and all other expenses incidental to the mediation shall be divided equally. The party seeking mediation must give notice of its intention to mediate within twenty-one (21) calendar days of the Step 4 response.

Section 5.8 Arbitration. Grievances not resolved may be referred to arbitration by either party to this Agreement. Either party may give notice to the other of its intention to arbitrate within sixty (60) calendar days following completion of the steps listed in the aforementioned sections. The Union shall give such notice to the City's Labor Relations Division. The City shall give such notice to the representative designated by the Union. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or Federal Mediation and Conciliation Service (FMCS), both parties shall meet and each shall strike a name until one (1) arbitrator is selected. If the parties cannot agree in one (1) day on the agency to provide the list, FMCS shall provide the list. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation, including attorney's fees. All other expenses incident to the arbitration shall be divided equally.

5.8.1 In arbitration, it is understood that the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify this Agreement, and their power shall be limited to an interpretation or application of this Agreement.

5.8.2 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.8.3 If either party shall fail or refuse to meet to attempt to settle such grievance with the arbitrator at the time or times scheduled for the purpose of settling the grievance, such party shall be deemed to have recognized the merits of the other party's position and the grievance will be deemed to have been settled in favor of the non-defaulting party.

Section 5.9 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 Agreement.

Section 5.10 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 5.11 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, in accordance with the terms of this Agreement.

ARTICLE 6 - WORK STOPPAGES

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

Section 6.2 It shall not be considered a violation of Section 6.1 herein above if employees covered by this Agreement refuse to cross a bona fide picket line sanctioned by the Pierce County Central Labor Council or where their physical health and safety will be jeopardized by doing so.

Section 6.3 The City agrees that there will be no lockouts during the term of this Agreement.

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 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 the terms of this Agreement.

ARTICLE 8 - UNION REPRESENTATION

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 The Union shall have the right to appoint up to twenty stewards at any location where members are employed under the terms of this Agreement. Stewards shall ensure that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours. The Union shall provide the City with a current list of all shop stewards.

Section 8.3 Under no circumstances shall the department dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

Section 8.4 Bulletin Boards: The City agrees to provide suitable space for posting by the Union. Such postings to be confined to official business of the Union. Copies of the Agreement shall be posted on such bulletin boards and will be provided by the City. The Union may provide its own bulletin board for its exclusive use in each work area. In such cases the City will determine which City worker(s) will install the Union bulletin boards

Section 8.5 Negotiations: A total of six representatives will be allowed to participate in negotiations on paid release time, during the employees' normal work hours. Up to two additional employees may be added to the bargaining team provided they utilize paid time off or vacation time.

Section 8.6 Leave for Union Representative: The City, upon request, may grant a leave of absence without pay, for the period covered by this agreement, without loss of civil service status and/or without loss of continued accrual of seniority and aggregate City service or tenure status for all purposes to no more than one employee of the City who is a member of the Union and whom the Union may desire to have act as its union representative to be engaged in the business of the Union. Requests will be considered in good faith and denials will not be arbitrary or capricious.

ARTICLE 9 - SAFETY STANDARDS

Section 9.1 All work shall be done in a competent 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.

Section 9.3 - Representation on Safety Committees The Union Representative and/or shop steward may attend all safety committee meetings involving employees covered under this agreement. The City will make a good faith effort to send advance notice of committee meetings to the Union office. Upon written request by the Union to the Human Resources Director the City will provide a list of safety committee representatives for departments/divisions with employees covered under this agreement.

Section 9.4 - Fatigue Time Any employee who works overtime immediately and continuously following their shift, and works to within six hours of their next scheduled shift or beyond, may report to work six hours later upon notification to their supervisor. The City will pay up to four (4) hours at the straight time rate for this “rest” time if it occurs during their scheduled shift on a work day. Employees will use accrued sick leave, PTO or vacation pay to cover the remaining time off.

Section 9.5 - Boot Allowance Bargaining unit members required to wear safety related footwear in the performance of assigned duties shall receive an annual allowance of three hundred dollars (\$300). Appropriate footwear purchased by employees must meet the criteria set forth by the City Safety Officer. The City will continue to provide Personal Protective Equipment as required by applicable safety codes such as hard hats and safety vests, but not including footwear. In those instances where the City decides to provide additional gear it does not establish a past practice or expectation of additional allowance.

1. Bargaining unit members in the following classifications are eligible to receive the boot allowance.

Job Code	Title
2005	Assistant Chief Surveyor
2015	Assistant Construction Inspector
2045	Associate Construction Manager
2101	Inspector
5202	Carpenter Crew Leader
2003	Chief Of Party
2102	Code Inspector Supervisor
5008	Collection Systems Technician
5007	Collection Systems Worker
5006	Community Service Work Crew Leader
2104	Construction Inspection Supervisor
2016	Construction Inspector
2043	Construction Manager
2046	Engineering Construction Coordinator
2019	Engineering Instrumentation Technician
5042	Grounds Maintenance Supervisor
2119	Mechanical Inspector
5206	Painter, Crew Leader
5014	Recovery & Transfer Center Supervisor
2122	Senior Inspector
5028	Sewer Transmission System Maintenance Coordinator

5017	Solid Waste Collection Supervisor
5037	Solid Waste Route Supervisor
0625	Source Control Representative
0626	Source Control Representative, Senior
5026	Street Maintenance Supervisor
2001	Survey Technician II
2002	Survey Technician III

2. Bargaining unit members not identified in the list above may submit a request to their manager who will determine whether they are required to wear safety related footwear in the performance of their duties. If the manager determines that they are required to wear safety related footwear, the manager will also determine whether to supply footwear, or to provide the boot allowance.
3. All eligible employees hired between January 1 and June 30 of each calendar year of the Agreement will receive the entire boot allowance amount of three hundred dollars (\$300). Employees hired between July 1 and December 31 of each calendar year of the Agreement will receive one half of the boot allowance, an amount equal to one hundred and fifty dollars (\$150). Payment for newly hired employees who qualify for boot allowance will be made upon receipt of request from the employee or the department.
4. All employees receiving the boot allowance specified in 9.6 above, will be required to wear safety footwear and protective gear as required by applicable safety codes. Employees are expected to wear boots that are in serviceable condition.

Section 9.6 - Parking Enforcement Clothing/Footwear Allowance

1. Employees in the classifications of Parking Enforcement Officer (0070) and Parking Enforcement Officer, Lead (0071) will receive a clothing/footwear allowance of five hundred and fifty dollars (\$550) per year, which is to be used to purchase and maintain work related clothing and footwear such as shirts, pants, shorts, shoes, coats, gloves, earmuffs, hats, and/or rainwear.
2. The allowance for the first year of employment in either classification will be prorated based on the date of hire and paid when an employee completes probation. The allowance for all other employment years shall be paid in the first pay period of each year.
3. An employee who has exhausted their annual clothing/footwear allowance (per Paragraph 1 of this Section) in the first ten (10) months of the year may submit a written request to Management for consideration for an additional allowance. The employee may be required to provide their purchase receipts totaling at least \$550, and non-serviceable clothing/footwear, to support the request. If Management agrees, it will determine, on a case-by-case basis, if reimbursement, allowance, or direct purchase will be the appropriate purchase method.
4. It is Management's expectation that the Clothing/Footwear Allowance will be used to maintain clothing in good condition.

Section 9.7 – Clothing and Cleaning Services. Employees in the Inspector (21010), Inspector, Senior (21220), Collection Systems Technician (50080), and Collections Systems Worker (50070) classifications will be provided and required to wear protective clothing, uniform and/or gear supplied by their Department/Division. In discussion with employees and the Union, management will determine whether to provide cleaning services. The Parties agree to work through the labor management process to discuss providing uniforms and/or cleaning services for the following classifications: Source Control Representative, Source Control Representative, Senior, Street Maintenance Supervisor, Public Works Grounds Maintenance Supervisor and Community Service Work Crew Leader.

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 C which shall independently expire with the expiration of the Joint Labor Agreement. Appendix C 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 C shall be “status quo” for the year following the expiration of the 2019 Joint Labor Agreement.

Items covered by Appendix C 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 C.

1. At the time of hire, employees may voluntarily select between the Personal Time Off (PTO) and the Vacation/Sick leave plans.
2. Employees currently in the bargaining unit in the Vacation/Sick plans will be allowed to make a permanent transfer into the Personal Time Off plan during Open Enrollment.
3. Employees who become represented by PROTEC17 will be allowed, within sixty (60) calendar days, to transfer into the Vacation/Sick plans from the Personal Time Off (PTO) plan.
4. Such transfers shall be initiated by the employee completing a form provided by Human Resources.

Section 10.2 - Personal Time Off (“PTO”)

- A. Planned PTO 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. Planned PTO shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

- B. Requests for Planned PTO shall be turned in prior to February 1 of each year. Assignments of Planned PTO shall be based on seniority in each classification. All requests received after February 1 will be allowed as openings occur based on date and time of submittal (first come – first served).
- C. Should it be necessary for Management to cancel an employee's previously scheduled Planned PTO day(s) due to work load requirements, the employee's Planned PTO day(s) will be given priority for rescheduling.

Section 10.3 - Vacations.

- A. 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. Vacation requests shall be turned in prior to February 1 of each year. Assignments of vacation shall be based on seniority in each classification. All requests received after February 1 will be allowed as openings occur based on date and time of submittal (first come – first served).
- C. Should it be necessary for Management to cancel a previously scheduled vacation due to work load requirements, the employee's vacation will be given priority for rescheduling.

Section 10.4 - Holidays

An employee working on a City recognized holiday shall be compensated at one and one-half times the regular rate, in addition to receiving holiday pay. An employee working on the actual hours of Thanksgiving Day or December 25th shall be compensated at two (2) times the regular rate, in addition to receiving holiday pay if the day is also a City recognized holiday.

Section 10.5 - Family and Medical Leave Leave will be granted pursuant to Personnel Management Policy #120. The employer shall authorize leaves of absences to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this agreement and other relevant statutes.

Section 10.6 - Bus passes Bus pass reimbursement will be made pursuant to Section 1.12.110.G of the Compensation Plan.

ARTICLE 11 - WORKING CONDITIONS

Section 11.1 - Hours of Work Schedules may consist of eight (8) consecutive hours for five (5) shifts, ten (10) consecutive hours for four (4) shifts, or eighty (80) hours worked in nine (9) shifts, excluding the meal period or any other mutually agreed to flexible schedule. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act.

An unpaid lunch period, not to exceed one (1) hour, shall be provided for employees during each regular shift. Whenever possible, the lunch period shall be scheduled at or near the middle of each shift.

For employees working five (5) consecutive eight (8) hour shifts, where it can be arranged without impairment of the work or service to the public, General Government Department/TPU Division Head or designee may alter lunch schedules to provide the majority of employees to end the day at 4:30 p.m. It is to be emphasized, however, that the offices must be open and staffed from 8:00 a.m. to 5:00 p.m.

All employee work schedules shall provide a rest period during each one-half (1/2) shift.

Section 11.2

- A. Overtime compensation shall be in accordance with Section 1.12.080 of the Tacoma Municipal Code, as the same now exists or as hereafter amended. All work performed on the second consecutive scheduled day off shall be either paid at double time (2X) or equivalent compensatory time accrual.
- B. Scheduled and Non-Scheduled Overtime. Overtime is considered to be scheduled if an employee receives notice of the overtime work on their regular scheduled day off or holiday, or before quitting time on their last regular work day prior to the scheduled overtime.
- C. Compensatory Time. Compensatory time may only be earned with prior approval from the General Government Department/TPU Division Head or designee. Any unused compensatory time will be paid out at the end of the year in which it is earned.
- D. Alternative Schedules. Time worked on the third consecutive day off for alternative schedules shall be paid at time and one-half unless the employee also worked the second consecutive day off, if so, the time worked shall be at the double time rate of pay.

Section 11.3 - Meal Allowance

- A. Non-Scheduled Overtime Meal Allowance.

An employee working non-scheduled overtime including call outs at least two (2) hours before or beyond their regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance of \$15.00.

- B. Scheduled Overtime on a Regularly Scheduled Day Off. An employee will be eligible for a meal allowance in accordance with this Section 11.3.A.1 above when working scheduled overtime on a regularly scheduled day off only when the number of hours worked exceeds the employee's normally scheduled total daily hours of work.
- C. The meal allowance will be added to the employee's time card and will be paid with the regular payroll.

Section 11.4 – Reimbursement of Business Travel Expenses

- A. Reimbursement of business travel expenses shall be furnished to all employees in accordance with the City's "Travel Policy and Procedures." Rates will be adjusted in accordance with the changes to the City policy.
- B. In lieu of providing board and lodging, the City will provide sixty-five dollars (\$65.00) per day allowance to those employees so electing.

Section 11.5 - Call Back

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 their regular shift, or continues after their regular shift.

Section 11.6 - Seniority and Setups

- A. A setup is defined as the filling of a temporary vacancy within the bargaining unit that is in a higher classification in the class series which receives a higher rate of pay. 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. 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.
- B. In the filling of temporary vacancies, the City need not setup an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments.
- C. Emergency vacancies may be filled to meet the City's immediate needs. For purposes of this section, emergencies will be defined as vacancies that occur with less than thirty (30) days' notice.
- D. A non-emergency vacancy shall be filled from a layoff register or the existing Civil Service eligible list, provided the set up employee is in the same Section, Division or Department. If no layoff register or eligible list exists, such vacancy shall be filled on a seniority basis pursuant to subsection E below.
- E. Seniority is defined as the length of aggregate service by an employee for the City of Tacoma. The length of continuous service by classification by Department/Divisions shall establish seniority for setups.
- F. The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Tacoma Municipal Code.

Section 11.7 - Shift Incentive Pay (Public Works and Environmental Services Department only)

The following three criteria must be met for shift incentives to apply:

1. The shift must have been formally established.
2. The employee is assigned the shift as their regular, ongoing work schedule.
3. The employee must actually work the shift.

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

1. On or after 3:00 p.m. but before 10:00 p.m. will receive the swing shift application of rate.
2. On or after 10:00 p.m. but before 3:00 a.m., will receive the graveyard application of rate.

Employees who are required to work a temporarily modified shift, i.e. start and stop times are altered by more than two (2) hours, shall receive twenty-four (24) hours' notice of said modification. In the event the employee does not receive the required twenty-four (24) hour notification, all hours worked outside the employee's regular shift shall be paid at the appropriate overtime rate or equivalent compensatory time off.

Section 11.8 - Layoff Any layoffs necessary in this bargaining unit will be made pursuant to Section 1.24.900 of the Personnel Rules.

Section 11.9 - Certification Renewals With prior approval by the manager or designee, employees shall be reimbursed for the renewal fees for a certification, where such certification is related to the employee's job duties and of value to the Department. Such reimbursement shall not be unreasonably denied.

ARTICLE 12- FORENSIC SERVICES SECTION

Section 12.1 - Holidays, Court Overtime, and Call Outs The following sections shall apply only to Forensic Services Supervisor.

- A. Holidays. All work performed on the Fourth of July, Thanksgiving Day and Christmas Day from 0001 to Midnight shall be paid at two (2) times the regular rate of pay. The affected employee who works the holiday shall maintain the floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the holidays listed below, with the exception of the Fourth of July, Thanksgiving Day, and Christmas Day (December 25th) will be paid at the time and one-half (1½) rate.

Employees shall receive alternate days off in lieu of the following holidays:
New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Fourth of July
Labor Day (1st Monday in September)

Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
The day immediate following Thanksgiving Day
Christmas Day (December 25)
Two (2) additional floating holidays

Holiday scheduling will be done in accordance with the following restrictions:

1. No employee will be allowed to take more than two floating holidays off between December 1 and December 31 of each year.
- B. Court Appearances and Call Outs. Forensic Services Supervisors who appear in court or are called into work during off duty hours shall be compensated for a minimum of four (4) hours at the time and one-half (1½) rate or equivalent compensatory time, except for a one (1) hour shift extension immediately before or after the scheduled shift, which will be compensated at the time and one-half (1½) rate for actual hours worked. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds four (4) hours and it is not on the employee's second day off, the hours in excess of four (4) will be paid at the time and one-half (1½) rate. Hours in excess of three (3) that occur during the employee's second day off, will be paid at the double time (2x) rate. Shifts may be adjusted by one hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of forty-eight (48) hours.
- C. Cancellation of Court Appearances. Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours the day preceding the scheduled appearance, the employee shall be entitled to four (4) hours of overtime at the time and one-half (1½) rate. The Department shall maintain a court docket, recording on the docket the date and time of cancellations of court appearances and notifications to employees of the cancellations. In order to be eligible for the cancellation overtime minimum, employees with scheduled appearances shall contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

Section 12.2 - Standby Assignments - Standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid at the twelve (12) hour rate. Employees placed on standby will be compensated at a rate of three dollars (\$3.00) per hour. When an employee is called out, a minimum of four (4) hours at the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of four (4) hours will be paid at the appropriate overtime rate. When an employee is called out, the \$3.00 three (3) dollar per hour standby pay will cease. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time they are receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one hour at the time and one-half (1½) rate.

In order to be considered eligible for standby assignment, an employee must live no further than a 45 minute (maximum) drive from their normal reporting station. Drive time shall be calculated from the eligible employee's permanent residence of record to the agreed-to reporting station. Under special circumstances, the Division or Section manager may allow for more than a 45 minute commute time. Drive time shall be calculated from the eligible employee's permanent residence of record to the normal reporting station, using a website that provides mapping or directions information.

Section 12.3 - Meal Breaks Forensic Services Supervisors shall be entitled to a paid meal break during their normal shift when workloads permit. Recognizing the needs of the public will occasionally interfere with meal breaks, meals shall be taken for a period of time, and at such time and place that is consistent with duty requirements or the employer's direction.

Section 12.4 - Seniority

- A. Seniority Definition: Seniority for the purposes of vacation, holiday or job bidding, shall be defined as the length of status in the specific classification.

- B. Seniority Based Shift Scheduling: All employees in the classification Forensic Services Supervisor shall select shifts upon the basis of seniority within their respective sub-classifications of Latent Print Supervisor and Crime Scene Supervisor. Shifts shall be presented for bid at least four (4) weeks prior to the beginning of a new schedule. Schedules will be for a period of three (3) months. Two (2), three (3) month schedules will be presented for bid at one time, and bids will occur twice in a twelve (12) month period. For example, the work schedule covering January through March, and April through June, would be presented for bid by December 1st of the preceding year. The work schedule covering July through September, and October through December, would be presented for bid by June 1st of the same year.
 - 1. It is recognized that due to staffing levels and the needs of the department, work schedules may have to be changed. As a result, work shifts would be re-bid.
 - 2. Forensic Services Supervisors during their initial or promotional probationary period shall be subject to training requirements and may be assigned to a shift based upon training needs.
 - 3. In the event it becomes necessary, in the opinion of the employer, to transfer an employee from one shift to another, the employee transferred shall either be a volunteer, or, if no employees volunteer, the selection will be made by the employer.

Section 12.5 - Requests for Time Off Requests for time-off shall be determined by section seniority. Scheduled vacations will take precedence over holiday and compensatory time off.

- A. Once approval for time-off has been received, a more senior employee cannot bump a less senior employee for the same time-off within fifteen (15) days of holiday, unscheduled vacation or compensatory approved time-off.

- B. Holidays and/or compensatory time may be taken with vacations if they do not conflict (overlap) with the scheduled vacation dates of other section personnel.

The Employer reserves the right to determine the staffing levels on mandatory holidays where a premium pay is required. The use of non-premium holidays is subject to the provisions of Article 11, Section 11.1.

Section 12.6 - Hours of Work

- A. **Duty Day:** A duty day shall be defined as a twenty-four (24) hour period following an employee's normal daily reporting time. The first day off shall be defined as a twenty-four (24) hour period following five (5) consecutive duty days. The second day off shall be defined as the next twenty-four (24) hour period following the first day off.
- B. **Scheduled Shift:** A scheduled shift shall be any tour of duty ordered in the regularly published work schedule, or any other duty assignment made with seventy-two (72) hours' or more notice.
- C. **Unscheduled Shift:** An unscheduled shift shall be any tour of duty ordered with less than seventy-two (72) hours' notice, provided; that court appearances, extended duty overtime at the conclusion of the employee's shift, shooting/death debriefings, emergency orders of the Police Chief, or training shall not be considered an unscheduled shift.

Section 12.7 - Shift Incentive Pay An employee assigned to work the swing shift shall receive an application of rate of three (3) percent above their regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five (5) percent. This application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the employees on these shifts.

Shifts are defined as follows:

1. Shifts starting at or after 1200 hours, but before 1800 hours will receive the swing shift application of rate for the entire shift.
2. Shifts starting at or after 1800 hours, but before 0500 hours will receive the graveyard shift application of rate for the entire shift.
3. Shifts starting at or after 0500, but before 1200 hours will not receive an application of rate.
4. Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

Section 12.8. Forensic Service Supervisors who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, retroactive for 2019 and in the first pay period of each subsequent year of this contract, shall receive a lump sum payment in the

amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

ARTICLE 13 – ANIMAL CONTROL SUPERVISOR SECTION

Section 13.1 - Holidays This section shall apply only to Animal Control Supervisor.

All work performed on the Fourth of July, Thanksgiving Day and Christmas Day from 0001 to Midnight shall be paid at two (2) times the regular rate of pay. The affected employee who works the holiday shall maintain the floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the holidays listed below, with the exception of the Fourth of July, Thanksgiving Day, and Christmas Day (December 25th) will be paid at the time and one-half (1½) rate.

Employees shall receive alternate days off in lieu of the following holidays:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Fourth of July
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
The day immediate following Thanksgiving Day
Christmas Day (December 25)
Two (2) additional floating holidays

Holiday scheduling will be done in accordance with the following restrictions:

1. No employee will be allowed to take more than two floating holidays off between December 1 and December 31 of each year.

Section 13.2 – Stand-By Assignments Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station within one (1) hour of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control. Typical standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid at thirty-six dollars (\$36.00) flat rate.

Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at a rate of three dollars (\$3.00) per hour for all standby hours, except that the three-dollar (\$3.00) per hour standby pay will cease when an employee is called out. When an employee is called out, a minimum of four (4) hours at the appropriate overtime rate will be paid from the time the employee is notified to report for the assignment until the assignment ends. All hours worked in excess of four (4) hours will be paid at the appropriate overtime rate. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time they are receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one (1) hour at the time and one-half (1½) rate.

Section 13.3 – Court Appearances and Call-Outs Animal Control Compliance Officer Supervisors who appear in court or are called into work during off duty hours shall be compensated for a minimum of four (4) hours at the time and one-half (1½) rate or equivalent compensatory time. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds four (4) hours and it is not on the employee's second (2nd) day off, the hours in excess of four (4) will be paid at the time and one-half (1½) rate. All hours in excess of three (3) that occur during the employee's second day off will be paid at the double time (2x) rate. Shifts may be adjusted by one hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of twenty-four (24) hours.

Section 13.4 - Cancellation of Court Appearances. Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours the day preceding the scheduled appearance, the employee shall be entitled to four (4) hours of overtime at the time and one half (1½) rate. The Department shall maintain a court docket, recording on the docket the date and time of cancellations of court appearances and notifications to employees of the cancellations. In order to be eligible for the cancellation overtime minimum, employees with scheduled appearances shall contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

Section 13.5 - Shift Incentive Pay An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). This application of rate recognizes the increased productivity and performance demands required of an employee while working these hours. The City and the Union agree that an employee assigned to or working any shift that begins:

1. On or after 1200 hours, but before 1800 hours, will receive the swing shift application of rate.
2. On or after 1800 hours, but before 0500 hours, will receive the graveyard application of rate.
3. On or after 0500 hours, but before 1200 hours, will not receive an application of rate.

Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

Section 13.6 - Clothing Cleaning Allowance A single cleaning allowance of three hundred fifty dollars (\$350.00) per year shall be paid to Animal Control Compliance Supervisors. The allowance shall be paid in the second pay period of January. Management will continue the practice of cleaning Animal Control Compliance Supervisor uniforms where the uniforms come in contact with biohazards. Management will provide uniforms and boots to all Animal Control Compliance Supervisors.

Section 13.7. Animal Control Supervisors who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, retroactive for 2019 and in the first pay period of each subsequent year of this contract, shall receive a lump sum payment in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

ARTICLE 14 - NON-DISCRIMINATION

- A. Pursuant to RCW 41.56 there shall be no discrimination against Union members or Union officers.
- B. The employer and the Union agree that there shall be no discrimination based on applicable federal, state, or local statutes, ordinances, rules or regulations. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.
- C. It is mutually agreed that there shall be no unlawful harassment, including sexual harassment.
- D. 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.

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 the offense and the employee's prior record of discipline. The parties agree that the underlying assumption of discipline is to be corrective and progressive in nature.

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, which may be by e-mail, as soon as practicable that an employee may be subject to dismissal, suspension or a reduction in rank or pay.

Section 15.4 The Employer shall hold a pre-disciplinary (Loudermill) hearing after the employee and the Union representative are notified in writing of the specific alleged violation, unless the employee waives the hearing in writing. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 15.5 No later than three (3) working days prior to the pre-disciplinary hearing, upon request, the Employer shall make available to the employee and the employee's Union representative, a copy of all documents relevant to the alleged violation(s) the Employer has in its possession.

Section 15.6 The Employer may place an employee on paid administrative leave pending the final decision resulting from the pre-disciplinary (Loudermill) hearing.

Section 15.7 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 15.8 Disciplinary material shall be maintained in the official Human Resources personnel file. 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. Letters of reprimand shall not be subject to the grievance procedure. A discipline of less than a one-day suspension, at the end of a three-year period, shall not be used as the basis for progressive discipline and upon the employee's written request to the Human Resources Director shall be removed from the employee's personnel file. If the discipline is used as the basis for progressive discipline within the three-year period, the three-year period begins with the subsequent discipline.

Section 15.9 A suspension in excess of two (2) 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 two (2) days or less are not subject to Step 5.8 of the grievance procedure, but may be processed through Section 5.7, Step 4, of Article 5 of the 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 applicable Civil Service procedure.

ARTICLE 16 - SAVINGS CLAUSE

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

ARTICLE 17 - PAY RATES

Bargaining unit members actively employed by the City on the date of ratification of this Agreement shall be paid in accordance with the wage rates specified in Appendices A and B attached hereto and incorporated herein by this reference.

Appendices A and B of the Agreement will be amended as follows:

1. Bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement, and current employees and retirees for the time they were in the bargaining unit in 2019, shall receive a wage increase of three percent (3.0%), retroactive to January 1, 2019.

In addition to the three percent (3%) increase in (1) above, to accommodate for market and/or compression factors:

- Wages for employees in the following classifications will receive an additional increase of five percent (5%), for a total of eight percent (8%):
 - Sewer Transmission Maintenance Supervisor
 - Solid Waste Route Supervisor
- Wages for employees in the following classifications will receive an additional increase of four percent (4%), for a total of seven percent (7%):
 - Parking Enforcement Officer
 - Parking Enforcement Officer, Lead
 - Parking Enforcement Officer, Supervisor
 - Road Use Compliance Supervisor
 - Road Use Compliance Officer
 - Source Control Representative
 - Source Control Representative, Senior
- Wages for employees in the following classifications will receive an additional increase of three percent (3%), for a total of six percent (6%):
 - Painter Crew Leader
 - Carpenter Crew Leader
 - Survey Technician II
- Wages for employees in the following classifications will receive an additional increase of two percent (2%), for a total of five percent (5%):
 - Animal Control & Compliance Supervisor
 - Collection Systems Technician
 - Collection Systems Worker
- Collection Systems Worker and Collection Systems Technician Classifications.

In accordance with the Letter of Understanding attached to this Agreement, titled Collections System Workers and Collection Systems Technicians Hired Prior to June 25, 2019, effective the first pay period after City Council approval of this Agreement:

 - The first step for each of these classifications shall be eliminated, and a new top Step 5 added. Steps shall be at five percent (5%) intervals.
 - Employees in these classifications hired prior to June 25, 2019:
 - With a CDL, shall advance one step, for example from the old Step 2 to the new Step 2; and
 - Without a CDL, shall be placed at the step equivalent to their current step, for example from the old Step 2 to the new Step 1.
 - A CDL is required for an employee to advance to the new Step 5.

- Engineering Construction Coordinator Classification.
Effective the first pay period after City Council approval of this Agreement, the base wages for the Engineering Construction Coordinator classification shall be aligned with the base wages for the Associate Construction Manager classification.
2. Effective January 1, 2020, wage rates will be increased by three percent (3%) for all classifications.
 3. Effective January 1, 2021, wage rates will be increased by two and half percent (2.5%) for all classifications.
 4. Effective January 1, 2022, wage rates will be increased by two and one-quarter percent (2.25%) for all classifications.

ARTICLE 18 - 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 advertising a contract/subcontract or issuing a Request for Proposals (RFP), the City shall notify the Union Representative in writing that it is considering contracting/subcontracting. Notification of intent to offer a contract/subcontract or issuing an RFP must be sent by fax or e-mail with an attached PDF file of the signed document.

Upon a written request by the Union submitted within fourteen (14) calendar days from the notification date specified above, the City will bargain the impacts of such contracting/subcontracting out of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 19 - LABOR MANAGEMENT COMMITTEE

The City and Union agree to hold Labor-Management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion of Labor Management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to the Union and Management in a timely and efficient manner.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2019 to and including December 31, 2022, 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.

EXECUTED IN TACOMA, WASHINGTON THIS _____ DAY OF _____ 20__.

CITY OF TACOMA

Professional and Technical Employees,
Local 17 (PROTEC17)

City Manager

Executive Director

Director of Utilities

Union Representative

Senior Labor Relations Manager

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX A

PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
SUPERVISORS UNIT, JANUARY 1, 2019 RATES OF PAY

Code	Title	1	2	3	4	5	6
53610	Animal Control & Compliance Supervisor	28.96	30.41	31.93	33.53	35.21	
60100	Building Maintenance Supervisor	41.80	43.89	46.08			
52020	Carpenter Crew Leader	39.78					
20060	Chief Surveyor	44.27	46.48	48.80	51.24	53.80	
21020	Code Inspector Supervisor	38.58	40.51	42.54	44.67	46.90	
21040	Construction Inspection Supervisor	38.58	40.51	42.54	44.67	46.90	
20430	Construction Manager	43.25	45.41	47.68	50.17	52.68	55.31
42090	Forensic Services Supervisor	46.10	48.41				
50420	Grounds Maintenance Supervisor	41.96	44.06	46.26			
20270	L I D Representative, Senior	40.49	42.51	44.64	46.87	49.21	
52060	Painter Crew Leader	37.05					
00720	Parking Enforcement Supervisor	29.58	31.06	32.61	34.24	35.95	
20090	Permit Specialist, Senior	31.48	33.05	34.70	36.44	38.26	
50140	Recovery & Transfer Center Supervisor	38.06	39.96	41.96	44.06	46.26	
21090	Road Use Compliance Supervisor	32.51	34.14	35.85	37.64	39.52	
50300	Sewer Transmission Systems Maintenance Supervisor	36.32	38.14	40.05	42.05	44.15	
50170	Solid Waste Collection Supervisor*	42.77	44.91				
50370	Solid Waste Route Supervisor	44.15					
50260	Street Maintenance Supervisor	41.96	44.06	46.26			
06140	Utility Services Supervisor	37.19	39.05	41.00	43.05	45.20	
51070	WWTP Operations Supervisor	44.18	46.39	48.71	51.15	53.71	
06150	Utility Services Representative, Senior**	31.48	33.05	34.70	36.44	38.26	

*Being negotiated at a separate table.

**The USR, Senior wage rates will be set in parity with the Permit Specialist, Senior wage rates.

Longevity Pay

As per Chapter 1.12.133 of the Tacoma Municipal Code, as now enacted or hereafter amended, all the above classifications shall receive longevity pay 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

Stand-By Pay For All Bargaining Unit Classifications Other Than Animal Control & Compliance Supervisor and Forensic Services Supervisor: When an "A" overtime category employee is

assigned to stand-by by their supervisor they shall receive three dollars (\$3.00) for each hour of assignment. If an employee is called out, the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of the two (2) hour minimum as provided for in Article 11.5 will be paid at the appropriate overtime rate. When an employee is called out, the standby pay will cease until such time as the assignment ends. The employee will not receive standby pay during the period of time they are receiving overtime.

In order to be considered eligible for standby assignment, an employee must live no further than a 45 minute (maximum) drive from their normal reporting station. Drive time shall be calculated from the eligible employee's permanent residence of record to the agreed-to reporting station. Under special circumstances, the Division or Section manager may allow for more than a 45 minute commute time. Drive time shall be calculated from the eligible employee's permanent residence of record to the normal reporting station, using a website that provides mapping or directions information.

APPENDIX B

PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
TECHNICAL UNIT, JANUARY 1, 2019 RATES OF PAY

Code	Title	1	2	3	4	5	6
20030	Chief Of Party	31.98	33.58	35.26	37.02	38.87	
20050	Chief Surveyor, Assistant	36.11	37.92	39.82	41.81	43.90	
50080	Collection Systems Technician	24.70	25.93	27.23	28.59	30.02	
50070	Collection Systems Worker	23.26	24.42	25.64	26.92	28.27	
50060	Community Service Work Crew Leader	29.47	30.94	32.49	34.11	35.82	
20160	Construction Inspector	33.78	35.47	37.24	39.10	41.05	43.10
20150	Construction Inspector, Assistant	29.52	31.00	32.55	34.18	35.89	
20450	Construction Manager, Associate	38.58	40.51	42.54	44.67	46.90	
20460	Engineering Construction Coordinator	37.85	39.74	41.73	43.82	46.01	
20190	Engineering Instrumentation Technician	34.12	35.83	37.62	39.50	41.47	
20210	Engineering Office Coordinator	34.12	35.83	37.62	39.50	41.47	
20100	Engineering Technician I	25.17	26.43	27.75	29.14	30.60	
20110	Engineering Technician II	28.67	30.10	31.60	33.18	34.84	
20120	Engineering Technician III	31.58	33.16	34.82	36.56	38.39	
20040	Engineering Technician IV	34.75	36.49	38.31	40.23	42.24	
31020	Environmental Lab Scientist I	25.85	27.14	28.50	29.93	31.43	
31050	Environmental Lab Scientist II	31.11	32.67	34.30	36.01	37.81	
31060	Environmental Lab Scientist III	35.61	37.39	39.26	41.22	43.28	
31070	Environmental Lab Scientist in Training	20.34	21.36	22.43	23.55	24.73	
21010	Inspector*	33.45	35.12	36.88	38.72	40.66	
21220	Inspector, Senior	35.47	37.24	39.10	41.05	43.10	
20260	L I D Representative	34.40	36.12	37.93	39.83	41.82	
31040	Lab Assistant	19.62	20.60	21.63	22.71	23.85	25.04
00700	Parking Enforcement Officer	22.61	23.74	24.93	26.18	27.49	
00710	Parking Enforcement Officer, Lead	25.00	26.25	27.56	28.94	30.39	
20080	Permit Specialist	27.76	29.15	30.61	32.14	33.75	
00350	Real Estate Specialist	25.77	27.06	28.41	29.83	31.32	
04010	Real Estate Specialist, Senior	34.38	36.10	37.90	39.80	41.79	
21080	Road Use Compliance Officer	29.58	31.06	32.61	34.24	35.95	
50280	Sewer Transmission Systems Maintenance Coordinator	33.90	35.59	37.37	39.24	41.20	

Continued on next page

*An employee who was classified as Mechanical Inspector (CSC 2119) or Building Inspector (CSC 2101) as of December 16, 2014 and was moved into the new Inspector classification effective January 1, 2015, maintains their prior job seniority date in the new Inspector classification.

PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
TECHNICAL UNIT, JANUARY 1, 2019 RATES OF PAY (Cont'd)

Code	Title	1	2	3	4	5	6
06250	Source Control Representative	32.23	33.84	35.53	37.31	39.18	
06260	Source Control Representative, Senior	35.46	37.23	39.09	41.04	43.09	
20010	Survey Technician II	25.25	26.51	27.84	29.23	30.69	
20020	Survey Technician III	28.16	29.57	31.05	32.60	34.23	
06130	Utility Services Representative	27.76	29.15	30.61	32.14	33.75	

The Utility Services Representative II (06140) classification is renamed Utility Services Supervisor and is listed in Appendix A.

Application of Additional Rates

Commencing with the ratification of this agreement by the Union, Construction Inspector (2016) when assigned to perform weld and coating inspections of steel pipe inside the pipe, shall receive an additional five percent (5%) of their base rate of pay for all hours while working in the pipe.

Longevity Pay

As per Chapter 1.12.133 of the Tacoma Municipal Code, as now enacted or hereafter amended, all the above classifications shall receive longevity pay 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 Class Code

Stand-By Pay: When an "A" overtime category employee is assigned to stand-by by their supervisor they shall receive three dollars (\$3.00) for each hour of assignment. If an employee is called out, the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of the two (2) hour minimum as provided for in Article 11.5 will be paid at the appropriate overtime rate. When an employee is called out, the standby pay will cease until such time as the assignment ends. The employee will not receive standby pay during the period of time they are receiving overtime.

In order to be considered eligible for standby assignment, an employee must live no further than a 45 minute (maximum) drive from their normal reporting station. Drive time shall be calculated from the eligible employee's permanent residence of record to the agreed-to reporting station. Under special circumstances, the Division or Section manager may allow for more than a 45 minute commute time. Drive time shall be calculated from the eligible employee's permanent residence of record to the normal reporting station, using a website that provides mapping or directions information.

Construction Inspector Career Ladder: A Construction Inspector may either be hired from an eligible list, or upon approval from the Civil Service Board, a non-competitive appointment may be made of Assistant Construction Inspectors who have five (5) years of experience as a City of

Tacoma Assistant Construction Inspector and thirty (30) applicable education credits after hire with the City; or a non-competitive appointment may be made of Assistant Construction Inspectors who have ten (10) years as a City Assistant Construction Inspector; or a non-competitive appointment may be made from management-designated Water Division JATC graduates for Water positions.

Application of Additional Rates

- A. 2016 A Construction Inspector will receive the non-automatic step 6 rate of pay after completion of a) five (5) years as a City of Tacoma Construction Inspector and sixty (60) applicable educational credits after hire with the City, or b) after fifteen (15) years as a City of Tacoma Construction Inspector or c) upon management discretion. Each incumbent is responsible for developing their training/education plan jointly with the appropriate manager.
- B. 2019 An Engineering Instrumentation Technician will receive an additional five percent (5%) application of rate over base wage when working in the South Compactor Building or the Transfer Station's Tipping Floor Area and Compactor Area.
- C. 5006 A Community Services Work Crew Leader assigned to supervise one or more other Community Service Work Crew Leaders shall receive an additional five percent (5%) of their base rate of pay.

Memorandum of Understanding

Whenever practical, the City will provide space and equipment to the Union for training purposes for employees covered under this agreement for promotional opportunities within the bargaining unit. The Union shall assume all fiscal responsibility for any damage to the space and/or equipment during these training sessions. This includes any costs incurred by the City for computer hardware, software and information contained on the computer systems. The Union shall notify, in writing, the Department/Division Manager at least two (2) weeks in advance of its request to use City space and equipment.

APPENDIX C

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 Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

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.

Index of Letters of Agreement/Understanding
Professional and Technical Employees
Local 17 (PROTEC17)

		<u>Date</u>
1.	Field Personnel Clothing	January 31, 2012
2.	VEBA Participation	January 1, 1998
3.	Stand-By Pay Procedure - Environmental Services Business Operations Division	Revised May 28, 2015
4.	Tree Pruning Contract	May, 2013
5.	Retirement of PLS and Sr. Vehicle & Equip. Shop Supervisor Classifications	July 28, 2016
6.	Holiday Time Off – Solid Waste Management, Environmental Services Division	
7.	Step Increases for Certain Collection Systems Workers and Collections Systems Technicians	
8.	AOR for Inspector, Senior Inspector and Code Inspector Supervisor Classifications	

**Letter of Agreement
By and Between
The City of Tacoma
and
Professional and Technical Employees (PTE) Local 17
Originally Signed: January 31, 2012**

In the interest of providing a flexible basis for the varied working conditions of field personnel covered by the PTE Local 17 Agreement, and with recognition that various divisions, work units, and positions within a classification have varying needs, the City of Tacoma and the Union agree to the following regarding clothing.

The circumstances under which the City would consider providing items of clothing to field personnel covered under this contract are:

- the desire to readily identify individuals as employees of the City with certain common items of clothing bearing City logos, etc.; and/or
- the routine need for foul weather gear (raincoats, rain pants and rubber boots) and the need to have such gear readily available; and/or
- the requirement for specialized safety clothing either having no normal uses beyond work or deemed necessary and available at all times.

On an as-needed basis, field personnel may make a request through the appropriate supervisor that foul weather gear be provided.

Certain field personnel may be provided with a uniform, partial uniform (shirt) and/or jacket. All such items shall be provided at the discretion of the appropriate manager or designee who will determine ownership of the item(s). Routine care and upkeep of all items designated as property of the employee shall become the sole responsibility of the employee. Each employee provided clothing in this manner is required to wear such clothing while on duty. Repair or replacement of worn out items shall be made at the discretion of the appropriate manager or designee who shall assess if reasonable care has been taken. Each division or section providing clothing under this provision shall notify affected staff of the manager(s) designated to review requests regarding clothing.

Other items shall be considered city-owned and is for use only during the course of city business. With the exception of uniforms, city-owned items shall be kept in a work vehicle, locker or other storage area and not routinely taken home unless approved by the appropriate manager.

Other issues regarding clothing may be brought to the Labor/Management Committee for discussion and possible resolution.

This Letter of Agreement is entered into by the parties to allow for the handling of requests for articles of clothing. It is not to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other

employees employed by the City of Tacoma and represented by any other Union. This letter of Agreement will expire with the adoption of a successor collective bargaining agreement.

Original Signed By:

FOR THE UNION:

Roberta Burnett
Union Representative

Joseph L. McGee
Executive Director

FOR THE CITY:

Joy St. Germain
HR Director

William A. Gaines
Utilities Director/CEO

Rey Arellano
Interim City Manager

**Letter of Understanding
Between
City of Tacoma
And
Professional & Technical Employees, Local 17

VEBA Participation
Originally Signed: January 1, 1998**

The City of Tacoma and Professional & Technical Employees, Local 17 agree that the bargaining unit members in the Professional & Technical Employees, Local 17, covered by this collective bargaining agreement are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997.

This Letter of Understanding is not be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union. This Letter of Understanding will expire with the expiration of the current collective bargaining agreement. Additionally, either Party to this Agreement shall be able to cancel this Agreement with thirty (30) days written notice to the other Party of its intent.

Signatories as attached to 2011-2014 Collective Bargaining Agreement:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

William A. Gaines
Utilities Director/CEO

Rey Arellano
Interim City Manager

**LETTER OF UNDERSTANDING
BY AND BETWEEN
CITY OF TACOMA AND PTE, LOCAL 17**

**ENVIRONMENTAL SERVICES
BUSINESS OPERATIONS DIVISION
STAND-BY PROCEDURE
Revised: 11/5/2009, 01/31/12, 05/28/2015**

In an effort to clearly articulate standby response procedures for the Environmental Services Business Operations Division, the following agreement is reached between the City of Tacoma ("City") and the Professional and Technical Employees, Local 17.

Introduction

Stand-by pay will be used to insure availability of staff to promptly respond to after hour's calls due to SSO's, spills, backups and other wastewater or surface water events. This agreement shall be read in conjunction with the Local 17 contract language regarding call back compensation and stand-by pay.

Stand-by Period

The weekly stand-by period will be for seven (7) consecutive days beginning at the end of the employee's shift on Tuesday. Stand-by coverage is 24 hours per day on weekends and holidays and the period of time from the end of the employee's regular shift to the start time of the employee's regular shift the next business day.

Management reserves the right to schedule a weekend-only and/or holiday-only standby period, depending on need.

If a change is made from a seven (7) day standby, Local 17 will be provided at least seven (7) day's advance notice in writing.

Employees will not be required to be on stand-by or be compensated for stand-by during normal working hours on flex days off. Employees will be paid a maximum of 15.5 hours for flex time stand-by pay.

Stand-by pay shall be reflected on the bi-weekly time card.

Stand-by Duty – Scheduling and Process

The stand-by duty schedule will be filled from among qualified* volunteers. In the event of an insufficient number of volunteers, the schedule will be filled using inverse order of seniority.

**Qualified is defined as follows: A qualified employee is one who has completed probation. In the event an employee has an injury that prevents the employee from performing key elements of the job independently, the employee must notify the supervisor immediately so the supervisor can determine if the employee is/will still remain eligible for standby while injured.*

Management will post the schedule each October for a period of at least 30 days allowing all qualified employees to sign up for standby coverage. Standby signup takes place by seniority. After the schedule is posted each employee picks a week until everyone has chosen one week, then the cycle repeats until all the weeks have been chosen.

Last minute changes to the schedule for reasons other than illness or emergencies are discouraged; however, it is management's intent to allow flexibility to accommodate the personal schedules of employees.

In the event that there is a vacancy, unexpected illness or situation that an employee has not been able to arrange for their own coverage, management will notify qualified employees at work of the need for coverage. It will be up to the qualified employees to fill the vacancy. If all employees decline, management will assign.

Stand-by Requirements and Procedures

Personnel on stand-by must remain fit for duty.

Personnel on stand-by must be available by their work cell phone.

Personnel on stand-by are responsible for ensuring the Pollution Hotline (253) 502-2222 is properly transferred to their work cell phone.

Personnel on stand-by will have a city vehicle available to take home. The vehicle is to be used for business purposes only.

Personnel on stand-by should attempt to respond to a call within 15 minutes of receiving the call/voicemail and should make every effort to be on-scene within 45 minutes of the telephone call/response.

If additional help is necessary the person on stand-by may contact others for assistance. The Supervisor must be kept informed of issues which may come to the attention of the public (i.e. major spills and/or sewer blockages affecting more than a couple of homes).

The Stand-by person will determine if a callout can wait until the start time of a normal shift after communicating with the claimant.

Phone Compensation

When in stand-by status, employees shall be compensated for actual time in tenths of an hour at the overtime rate as set forth in the Tacoma Municipal Code 1.12.080 when responding to a call that does not require the employee to respond on-site. Employees are required to document the date, time, nature of call, response provided and the duration of call for purposes of tracking and accurate record keeping.

Safety Requirements

The employee shall perform all tasks in accordance with the applicable and pertinent safety requirements. At no time shall an employee perform a task that may endanger himself or herself, a fellow employee or the public.

It is not the intent of the parties for this Letter of Understanding to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other employees employed by the City of Tacoma and represented by this or any other Union. This Letter of Understanding will expire with the adoption of a successor collective bargaining agreement.

Signatories as attached to 2011-2014 Collective Bargaining Agreement:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

Richard E. McKinley
Public Works Director

Rey Arellano
Interim City Manager

**Letter of Agreement
By and Between
City of Tacoma
and
Professional and Technical Employees, Local 17
Originally Signed: May 2013**

Subject: Implementation of Small Works Tree Pruning Contract

This agreement is between the City of Tacoma (City) and Professional and Technical Employees, Local 17 (Union) for the purpose of addressing issues related to the implementation by the City of a contract for on-call tree pruning services as follows:

1. The Parties agree that work performed under the terms of the tree pruning, removal and transplanting contract, will consist primarily of tasks that cannot be performed by bargaining unit members due to the special equipment and skills required, limited availability of City Landscape Maintenance crews and/or work on property not under the purview of the bargaining unit. These tasks include the following:
 - a. Removal of dead, diseased or high risk trees
 - b. Pruning and other tasks that typically are performed under dangerous conditions and/or on short notice
 - c. Stump grinding
 - d. Tree transplanting
2. The Parties agree that the work performed by the Contractor is not intended to include exclusive bargaining unit work or to supplant any bargaining unit members represented by Local 17. To this end, the City will make a good faith effort to avoid assigning bargaining unit work to the Contractor.
3. Before assigning work to the Contractor, the City will communicate with the Grounds Maintenance Supervisor of Public Works Street Operations to discuss the work that will be performed by the Contractor. In the event some of the assigned work includes bargaining unit work, the Employer will notify the Union in advance.

This Letter of Agreement does not establish a precedent for any future bargaining regarding this or other matters which may be brought forth by the parties.

Original Signed By:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

Kurtis Kingsolver, P.E.
Interim Public Works Dir./
City Engineer

T.C. Broadnax
City Manager

Approved as to form:
Cheryl Comer
Deputy City Attorney

**Letter of Agreement
Between
City of Tacoma
And
Professional and Technical Employees, Local # 17**

**Re: Retirement of Professional Land Certification (PLS) and
Senior Vehicle & Equipment Shop Supervisor Classifications
Date: July 28, 2016**

This Letter of Agreement (LOA) between the City of Tacoma (City) and the Professional and Technical Employees, Local 17 (Union) is to address Union member status resulting from the following changes to the classification system:

- The classifications of Chief of Party, Professional Land Surveyor (“PLS”) (CSC 24010) and Chief Surveyor, Assistant, PLS (24030) shall be deleted.
- The classification of Senior Vehicle and Equipment Shop Supervisor (CSC 53450) shall be deleted.

The Parties agree to the following:

- Employees currently in the Chief of Party, PLS (24010) and Chief Surveyor, Assistant, PLS (24030) classifications will be moved into the corresponding base classification (for Chief of Party, CSC 20030; for Assistant Chief Surveyor, CSC 20050), will maintain their seniority, and will receive a 6% certification pay so long as they are in those respective classifications and have a valid PLS certification.
- As of the date of this LOA, any future PLS certification pay for an employee in the Chief of Party or Chief Surveyor, Assistant classification who was not previously in the Chief of Party, PLS or Chief Surveyor, Assistant, PLS classifications will be applied to an employee’s record where the department has determined that there is a business need and the employee has a valid PLS certification. The Chief of Party and Chief Surveyor, Assistant classifications do not currently require a PLS certification. Should the City of Tacoma decide in the future to require the PLS certification for these classifications, the City agrees to notify the Union and bargain impacts per RCW 41.56.

In the event that the City brings any of these classifications back to active use, it is mutually understood that the classifications are represented by Local 17 PTE. This LOA will expire with the adoption of a successor collective bargaining agreement. This LOA does not establish a precedent for any future bargaining regarding this or other matters which may be brought forth by the parties.

Original Signed By:

For the Union:

Adrienne Thompson
Senior Union Representative
Local 17 PTE

For City of Tacoma:

Joy St. Germain
Human Resources Director

William A. Gaines
Director of Utilities/CEO

**Letter of Agreement
By and Between
CITY OF TACOMA
And
PROTEC17
Effective Date: _____**

Subject: Step Increases for Collection Systems Workers and Collection Systems Technicians Hired Prior to June 25, 2019

The City of Tacoma (City) and PROTEC17 (Union) (collectively, the Parties) enter into this Letter of Agreement (LOA).

As of June 25, 2019, the Collection Systems Worker and Collection Systems Technician job classifications were revised. The Parties have reviewed these revisions, which include a Class A Commercial Driver’s License (“CDL”) requirement.

The Parties agree as follows. The following applies only to employees hired, transferred, or promoted into the Collection Systems Worker or Collection Systems Technician classifications prior to June 25, 2019:

1. An employee who does not have a CDL as of the effective date of this LOA:
 - a. Will have until June 25, 2021, twenty-four months after the job classifications were revised, to obtain a CDL, with maintenance thereafter;
 - b. If the employee is unable to obtain a CDL in this time period, the Parties agree to meet and discuss next steps; and
 - c. Once an employee obtains their CDL, City policies and all applicable federal and state law requirements regarding employees with CDLs who drive a City of Tacoma vehicle will apply, including but not limited to alcohol and substance abuse testing requirements.

2. Effective the first pay period after ratification by the City Council of the 2019-2022 collective bargaining agreement, regarding the newly created Step Chart for their classification in which the first step is deleted and a new Step 5 is added:
 - a. An employee who has a CDL will advance one step, for example, from the old Step 2 to the new Step 2; and
 - b. An employee who does not have a CDL will be placed at the step equivalent to their step effective June 25, 2019, for example, from the old Step 2 to the new Step 1.

3. A CDL is required for an employee to advance to the new Step 5.

Nothing in this LOA is intended to be used as a precedent for future contract negotiations or other similar matters. This LOA is in effect for the term of the 2019 - 2022 Collective Bargaining Agreement.

For PROTEC17:

For the City of Tacoma:

Brent Wagar
Union Representative

Date

Elizabeth Pauli
City Manager

Date

Dylan Carlson
Senior Labor Relations Manager

Date

Andy Cherullo
Director of Finance

Date

Approved as to form:

Cheryl Comer
Deputy City Attorney

Date

**Letter of Agreement
By and Between
CITY OF TACOMA
And
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL #17 (PROTEC17)
Effective Date: _____, 2019**

Subject: Application of Rate for Inspector, Senior Inspector, and Code Inspector Supervisor Classifications

This Letter of Agreement (LOA) between the City of Tacoma (City) and the Professional and Technical Employees, Local 17 (PROTEC17) (collectively, the Parties) provides for an application of rate for the Inspector, Senior Inspector, and Code Inspector Supervisor classifications within the Planning and Development Services Department and the Neighborhood and Community Services Department.

The Parties recognize the value, both to the City and employees, in employees in the Inspector and Senior Inspector classifications obtaining and maintaining International Code Council (ICC) certifications as outlined for their respective department below. Therefore, the Parties agree on the following.

A. Planning and Development Services (PDS) Department

1. An employee in the Inspector or Senior Inspector classification in the PDS Department is eligible for the following:
 - a. A three percent (3%) application of rate when they have obtained all of the following International Code Council (ICC) certifications:
 - i. Residential Building Inspector (B1) or Residential Plans Examiner (R3); and
 - ii. Residential Mechanical Inspector (M1); and
 - iii. Residential Plumbing Inspector (P1).
 - b. A three percent (3%) application of rate when they have obtained all of the following ICC certifications:
 - i. Commercial Building Inspector (B2) or Building Plans Examiner; and
 - ii. Commercial Mechanical Inspector (M2); and
 - iii. Commercial Plumbing Inspector (P2).
 - c. Employees who obtain all of the application of rates in both (a) and (b) above, will receive a total of a six percent (6%) application of rate.
2. An employee in the Code Inspector Supervisor classification in the PDS Department is eligible for a four percent (4%) application of rate when they have obtained all of the following ICC certifications:
 - a. Residential Mechanical Inspector (M1); and
 - b. Residential Plumbing Inspector (P1); and
 - c. Commercial Mechanical Inspector (M2); and
 - d. Commercial Plumbing Inspector (P2).

B. Neighborhood and Community Services (NCS) Department

1. An employee in the Inspector or Senior Inspector classification is eligible for the following:
 - a. A three percent (3%) application of rate when they have obtained all of the following:
 - i. Residential Building Inspector (B1); and
 - ii. Commercial Building Inspector (B2); and
 - iii. Property Maintenance and Housing Inspector (64)
 - b. A two percent (2%) application of rate when they have obtained all of the following:
 - i. Zoning Inspector (75); and
 - ii. Code Specialist (CS).
 - c. Employees who obtain all of the application of rates in both (a) and (b) above, will receive a total of a five percent (5%) application of rate.
2. An employee in the Code Inspector Supervisor classification in the NCS Department is eligible for a three percent (3%) application of rate when they have obtained all of the following:
 - a. Property Maintenance and Housing Inspector (64); and
 - b. Zoning Inspector (75); and
 - c. Code Specialist (CS).

C. With prior approval by the Department Director or their designee:

1. Employees may take an exam for a certification referenced in this LOA through Proctor Remote On-Line Testing at a City facility designated by management during regular work hours. No overtime or compensatory time will be incurred due to testing that occurs outside an employee's regular work hours.
2. Employees in the Inspector, Senior Inspector, and Code Inspector Supervisor classifications shall receive a one-time reimbursement for testing fees for each successful completion of the listed exams for their respective Department. Employees shall provide proof of receipt of an ICC certification.

D. Employees in the Inspector, Senior Inspector, and Code Inspector Supervisor classifications shall be reimbursed for the renewal of an ICC certification listed for their department that results from completing any of the exams, and the Department Director or designee may either provide continuing education units (CEUs) or reimburse employees for CEUs related to their certifications. It is the employee's responsibility to maintain their certifications in order to continue to receive the application of rate.

E. Implementation of the application of rate will be effective the first pay period after the certifications required for the Department are completed and proof of certifications are provided by the employee to management.

This LOA is effective following City Council approval and as effective by law. Nothing in this LOA is intended to be used as a precedent for future contract negotiations or other similar matters.

This LOA will expire with the expiration of the successor agreement to the 2015-2018 Collective Bargaining Agreement.

For PROTEC17:

For the City of Tacoma:

Union Representative Date

Elizabeth Pauli Date
City Manager

Dylan Carlson Date
Senior Labor Relations Manager

Andy Cherullo Date
Director of Finance

Approved as to form:

Cheryl Comer Date
Deputy City Attorney