

**DRAFT**

**~~2008 – 2012~~2014**

**Collective Bargaining Agreement  
By and Between**

**The  
CITY OF TACOMA**

**and  
TACOMA JOINT LABOR COMMITTEE**

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**~~2008~~ – 20122014**

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## CITY OF TACOMA LABOR-MANAGEMENT AGREEMENT

### PREAMBLE

The City of Tacoma and the several unions comprising the Joint Labor Committee of Tacoma recognize and agree that harmonious relations should be maintained between them and the public generally as all have a vital and common interest in the progress and economic and cultural growth of the City of Tacoma.

All parties concerned, the employees of the City of Tacoma, and the public generally, will benefit by continuous peaceful relations and by adjusting differences that inevitably arise under such circumstances by rational and common-sense methods.

With these ends in mind and with the intent of establishing fair and reasonable conditions of employment through the collective bargaining process, the City Council, as the legislative and governing body of the City of Tacoma, and the Joint Labor Committee of Tacoma, through its signatory unions, have set forth herein certain common conditions of employment and fringe benefits applicable to the employees for whom the Unions have been recognized.

### ARTICLE 1 - TERM OF AGREEMENT

~~This Agreement shall remain in full force and effect from January 1, 2008 to and including December 31, 2010, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin at least ninety (90) days, and in no event later than sixty (60) days prior to the termination of this Agreement.~~

This Agreement will become effective January 1, 2014, and will remain in effect through December 31, 2014. During the term of the Agreement, the parties will continue negotiations regarding changes to the Agreement, with a goal of reaching agreement on a comprehensive collective bargaining agreement before the end of 2014.

### ARTICLE 2 - RECOGNITION AND BARGAINING MATTERS

**Section 2.1 - Scope of Agreement** While this Agreement sets forth the matters common to the member unions of the Joint Labor Committee, it in no way abrogates the rights and responsibilities of the City and the member unions, to negotiate in accordance with 41.56 RCW, those issues and matters not common to all member unions, but which are peculiar and specific to the individual union(s) involved. Those individual concerns, including wages, are set forth elsewhere between the City and individual unions as the individual union(s) and the City have themselves agreed.

**Section 2.2 - Recognition of the Joint Labor Committee** The City recognizes the Joint Labor Committee of Tacoma, through its signatory unions, as the exclusive bargaining

representative for those issues and matters common to all member unions and their employee members, including, but not limited to: (1) vacations, holidays, sick leave, and other leaves, (2) health care plans, Group Term Life Insurance and Long Term Disability.

**Section 2.3 - Bargaining Units** Bargaining units represented by the member unions of the Joint Labor Committee, shall be as agreed to between the individual unions and the City of Tacoma, in conformance with the provisions of Chapter 41.56 RCW as last amended.

**Section 2.4 - Membership in the Joint Labor Committee** For the purposes enumerated above, any employee representative who has been recognized by the City of Tacoma for a bargaining unit(s), may become a member of the Joint Labor Committee provided the employee representative has the consent of the Joint Labor Committee.

### **ARTICLE 3 - THE BARGAINING PROCESS**

**Section 3.1 - Collective Bargaining Defined** Collective bargaining shall mean the performance of the mutual obligations of the public employer and the exclusive representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in Chapter 41.56 RCW AS LAST AMENDED.

**Section 3.2 - Bargaining Representative of the City** The Management Negotiating Team appointed by the City Manager and Director of Utilities, jointly or on behalf of General Government or the Department of Public Utilities, as the case may be, shall be the exclusive representatives of the City in all collective bargaining negotiations and are authorized to enter into written agreements in accordance with the standards and provisions set forth in this Agreement, with the Joint Labor Committee and with all other unions, employee representatives and professional societies not belonging to or represented by said committee on all matters pertaining to wages, hours, and other working conditions; subject, however, to final approval by the City Council.

**Section 3.3 - Purposes of Collective Bargaining** In the process of collective bargaining, the parties shall bear in mind the following general purposes, to wit:

- A. To provide for fair and reasonable rates of pay, hours, and working conditions;
- B. To promote stability of employment and to establish satisfactory tenure;
- C. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives;
- D. To promote the highest degree of efficiency, morale, and responsibility in the performance of the work and the accomplishment of the public purposes of the City;

- E. To provide procedures for the prompt adjustment of all disputes arising in connection with matters covered by this resolution or otherwise;
- F. To promote systematic labor-management cooperation between the City of Tacoma and its employees.

**Section 3.4 - Bargaining Rights Defined** Bargaining rights referred to in this Agreement shall be interpreted to mean that management will make no change in working conditions, wages, or fringe benefits which would affect a member or members of any recognized bargaining unit without first negotiating with the Joint Labor Committee or other recognized bargaining representative of the employees. All rights and privileges under ordinances relating to pay and compensation shall remain in force for the duration of this Agreement.

**Section 3.5 - Payroll Deduction** 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.

#### **ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE**

The presently established City-Wide Labor-Management Policy Committee composed of representatives of the Employer and the signatory unions or employee organizations of their own respective choice, is hereby recognized. The Committee shall exist for the purpose of a year round aid to Labor-Management relations and it shall establish its own rules or procedures, policy, and its time and place of meeting.

#### **ARTICLE 5 - GRIEVANCE ADJUSTMENT**

A grievance is hereby defined as an alleged violation of a specific Article of this Agreement. Any grievance filed by the Joint Labor Committee shall be dealt with according to the following steps:

**Step 1:** Within thirty (30) days of the alleged violation the matter shall be referred to the Joint Labor Committee who shall hear the issues, and should the Committee feel a grievance exists, they shall file the matter into Step 2 below, within ten (10) working days from its submission to them.

**Step 2:** Grievances filed by the City shall be filed at Step 2 within thirty (30) days of the alleged violation. The grievance shall be reduced to writing setting forth the issues and circumstances pertaining to the grievance. The grievance shall then be referred in writing to the Human Resources Director or Chairperson of the Joint Labor Committee, who shall convene

a committee meeting within ten (10) working days for the purpose of settling the matter. At the meeting, Management and the Joint Labor Committee shall be equally represented, and shall issue their findings and proposed remedy within twenty (20) working days from submission into Step 2.

**Step 3:** Should this Committee be unable to resolve the grievance within ten (10) working days, it may be submitted to arbitration by either party. Arbitrators shall be chosen from a list of seven provided by the Public Employment Relations Commission. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation of application of the terms of this Agreement.
2. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the union, and the employees involved.
3. The cost, if any, of the arbitrator shall be borne equally by the City and the Joint Labor Committee, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
5. If either party fails or refuses 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.
6. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of arbitration pursuant to the terms of this Agreement.

## **ARTICLE 6 - ENUMERATION OF BENEFITS**

**Section 6.1** For the purposes of this Agreement, the fringe benefits and working conditions as set forth in the official Compensation Plan and Personnel Rules for the City of Tacoma and its employees, are by this reference made a part of this Agreement.

The City agrees to amend its personnel rules and medical plan documents to incorporate "domestic partners" within the scope of benefits as those provided for employee spouses.

Employees shall be allowed to use sick leave to care for an immediate family member, domestic partner, domestic partner's immediate family, and to children to whom the employee acts as parent.

Although employees are not eligible for FMLA leave to care for a domestic partner or dependent child of a domestic partner under federal law, the City will provide an equivalent type leave to employees who must care for a same-sex domestic partner or dependent child of that partner, who otherwise would be eligible for FMLA leave.

**Section 6.2** The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical and hospital, dental, and life insurance programs which will continue in effect for the duration of this Agreement. The parties agree that there will be no changes in the parameters of these plans, nor the use of any reserve funds related to the development and maintenance of any plans without the express negotiation and consent to any changes by both the City and the Joint Labor Committee. ~~The following modifications will be made to the plan documents:~~

- ~~• Plan modifications to add ninety (90) day supplies of prescriptions (using three [3] copays)~~
- ~~• Add 24-hour nurse hotline \$0.65 cents per month per employee to plan (part of the City's wellness plan)~~
- ~~• Increase Dental coverage from \$1,500 per year to \$2,000 per year.~~
- ~~• Add coverage for composite fillings~~
- ~~• Domestic Partner Coverage under insurance and leave benefits: treated same as spouse to be implemented as soon as practicable (estimated timetable on or before June 1, 2008).~~

**Section 6.3** Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

1. Employees shall accrue vacation leave hours pursuant to the following schedule based on the following schedule based on aggregate City service:

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

27	8.93	29
28 years or more	9.24	30

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

2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
3. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
4. Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.
5. 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.

**Section 6.4** Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code. This section provides in part the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per eighty (80) hours in paid status. There is no limit to the number of sick leave days an employee may accrue.
- B. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

**Section 6.5** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

- A. In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.
- B. For 120 (one-hundred-twenty) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty five percent (85%) of regular normal pay.



- C. 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 by 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
- D. Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- E. 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.
- F. For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.

**Section 6.6** 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.

**Section 6.7** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

- A. 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.
- B. 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

- C. 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.

**Section 6.8** 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)

An employee shall receive pay for the holiday provided he/she is in a paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday. In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for these holidays, employees must have been or 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 after January 1, 1983 shall receive holiday pay prorated on the hours that he/she was hired to work.

### **Section 6.9**

~~A.—Effective January 1, 2008, 2009, and 2010, 2011, and 2012 the City shall pay the medical insurance premium for Regence and Group Health for all City employees. The City shall contribute 100% of the premium for dental and vision insurance coverage per month for all eligible employees.~~

~~B.—Effective January 1, 2008, and on an ongoing basis through the term of this contract employees shall contribute \$40 per month towards employee only coverage. Employees with a spouse and/or dependants shall contribute an additional \$40 per month for coverage for spouse and/or dependant coverage. Employees enrolled in the Selections or Group Health Plans will also pay the difference between the PPO Plan rate and the cost of the Group Health Plan or Selections Plan (if any.)~~

For the calendar year 2014, the City will offer two medical insurance plans, a Regence PPO Plan and a Group Health Options Plan.

Employees will contribute \$40 per month towards premium costs for employee only coverage, \$80 per month towards premium costs for employee plus dependent coverage.

The City and employees will take a one-month rate holiday in January 2014 during which neither the City nor employees will be responsible for paying additional money into the City's Health Care Trust. In event that 2013 year-end reserves in the Trust exceed the City's 12-week reserve requirement by more than \$8 million, the City and employees will take a second rate holiday in December 2014. The holiday(s) is intended to use excess reserves currently in the Fund to offset health care cost increases.

The City shall contribute 100% of the premium for dental and vision insurance coverage per month for all eligible employees.

**Section 6.10** The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

**Section 6.11** The City will continue 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. ~~The City will contribute \$30.00 per month to each employee's account for the term of the Agreement to be administered under the provisions of the Plan. Part-time e~~ Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. ~~with the \$30.00 City contribution; part-time employees who do not participate in the City medical plan may participate in the Section 125 flexible benefits plan without the City \$30.00 contribution. Effective January 1, 1992, the maximum annual allowable employee contribution for medical reimbursement shall be \$5,000.00.~~ At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

**Section 6.12** The City shall offer a vision plan from the Washington Teamsters Welfare Trust covering both employees and dependents.

### **Section 6.13 Wellness Committee**

The Labor Management Health Care Committee (aka Wellness Committee) will meet twice a month beginning in January 2014. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The purpose of the meeting will be to complete the following tasks jointly:

- a. The committee will meet to develop strategy; this will be completed by February 2014.
- b. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- c. Work to have in place and purchase a health wellness assessment tool to be administered by a third party. Determine whether an RFP is necessary, if so that shall be completed and sent no later than March 2014, the administrator shall be determined no later than April 2014.

d. Develop communication plan for rolling out the wellness assessment tool, this shall include incentive options that could include multiple years. This shall be established no later than March 2014. Labor agrees to discuss utilization of the 6430-FLEX account as a mechanism for possible first year incentives for completion of the wellness assessment.

e. Review all Trust Fund documents monthly.

f. Review experience reports monthly.

g. The parties will develop and mutually execute an education and outreach program addressing the costs/benefits of a HDHP/HSA.

The City will budget \$250,000 for use in 2014 in developing and implementing the wellness program. \$150,000 will come from the Flex Account.

#### **ARTICLE 7 - 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 and the city charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law and City Charter are paramount and shall prevail, provided that, where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

#### **ARTICLE 8 - NON DISCRIMINATION**

The City will conform to and comply with all applicable federal, state, and local government laws concerning discrimination. The employer further agrees not to discriminate against any employee in regards, but not limited to: hiring, placement, upgrading, transfer, promotion, demotion, job assignment, or discipline including age, ancestry, citizenship, ethnicity, family-care status, gender identity, gender expression, marital status, medical condition, disability, race, religion, sex, sexual orientation, veteran status, or any other legally protected class or condition

#### **ARTICLE 9 - 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 a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and the remaining parts or portions shall remain in full force and effect.

| EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ ~~2008~~2013.

CITY OF TACOMA

JOINT LABOR COMMITTEE

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

\_\_\_\_\_  
County & City Employees Local 120

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

\_\_\_\_\_  
District Lodge 160 IAM & AW

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

\_\_\_\_\_  
Firefighters Union, Local 31

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

\_\_\_\_\_  
International Brotherhood of  
Electrical Workers, Local 483

\_\_\_\_\_  
Professional & Technical Employees,  
Local 17

\_\_\_\_\_  
Teamsters Local 313

\_\_\_\_\_  
Teamsters Local Union 117

APPROVED AS TO FORM:

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

Attest:

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