

**2013 – 2016**

**AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF TACOMA**

**AND**

**DISTRICT LODGE #160  
ON BEHALF OF LOCAL LODGE #282  
OF THE IAM AND AW**

**Wastewater Treatment Plant  
Maintenance Supervisors**

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2013 - 2016

AGREEMENT

By and Between  
the

CITY OF TACOMA

and

DISTRICT LODGE #160

ON BEHALF OF LOCAL LODGE #282 OF THE IAM AND AW

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 160, LOCAL LODGE #282 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

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

The Union and the Employer recognize the mutual benefit of working in partnership to achieve our common goals for the workplace. The Employer and the Union also join together in support of building a workplace that emphasizes greater employee involvement in developing efficient work practices that improve the effectiveness of the City's operations in service to the citizens. The parties recognize the need to work collaboratively to: minimize the need for outsourcing; develop and provide training opportunities; and investigate programs providing rewards for achieving and maintaining those efficiencies we will work in alliance to exceed customer expectations while sustaining a high quality work environment which endeavors to maintain a high degree of job security for its employees.

It is understood that nothing contained in this agreement shall compromise the Union's right to represent its members in the bargaining process nor shall any management right be compromised.

## ARTICLE 1 – SUBORDINATION OF AGREEMENT

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

## ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

## ARTICLE 3 – UNION MEMBERSHIP AND DUES

Section 3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. It shall be a condition of employment that all regular and project employees covered under this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment and temporary employees employed more than thirty (30) calendar days shall become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

Section 3.2 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

### Section 3.3

- A. The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City.
- B. There shall be no retroactive dues.
- C. The Union shall notify the City thirty (30) days in advance of any change in dues deduction.

Section 3.4 The Union agrees to indemnify and hold harmless the City for any loss on damage arising from the application of this Article.

Section 3.5 The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement, until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If restitution has not been made in that thirty (30) day period, the employee shall be discharged immediately.

Section 3.6 The City shall notify the Union by the monthly Personnel Report when a new employee is added to the bargaining unit.

## ARTICLE 4 – GRIEVANCE PROCEDURE

Section 4.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by the grieving party to the other party within thirty (30) days of the alleged violation, or the date on which the grieving party should reasonably have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

Step 1 Employee raises grievance with his/her immediate supervisor or Union representative raises grievance with the City official most immediately involved (written communication not required).

Step 2 The employee and/or his/her Union representative shall, as soon as possible but not later than thirty (30) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the City official most immediately involved. The supervisor or official shall within ten (10) working days, record his/her disposition in written detail, returning same to the Union representative and the employee.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within ten (10) working days of receipt of the supervisor's disposition take up the matter with the head of the employee's department (general government) or division (Utilities, with a copy to the Human Resources Director), or his/her designated representative. Management shall, within ten (10) working days of receipt of the grievance, and after consulting with the Human Resources Director, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 4.2 Grievances not resolved may be referred to arbitration by the Union. The Union shall give written notice to the Human Resources Director of its intention to arbitrate within fifteen (15) working days following completion of steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or FMCS, both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall strike first. If the parties cannot agree in one (1) day on the agency to provide the list, FMCS shall provide the list. Any decision by the arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.

Section 4.3 The above time frames may be extended by mutual agreement. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

## ARTICLE 5 – WORK STOPPAGE

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

## ARTICLE 6 – MANAGEMENT RESPONSIBILITY

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

The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees (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, or this Labor Agreement.

## ARTICLE 7 – UNION ACTIVITIES

Section 7.1 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 7.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/ her lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 7.3 - Steward's Right to Process Grievances Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

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

## ARTICLE 8 – SAFETY STANDARDS

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

Section 8.2 The City and the Union mutually agree that those applicable safety standards as outlined in federal, state, city, and department regulations legally binding upon the City shall be complied with by the City and the employees.

## ARTICLE 9 – STANDARD WORKING CONDITIONS

Section 9.1 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code.

Section 9.2 Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Employees on a voluntary basis may enroll in the PTO program. Enrollment shall be on a strictly voluntary basis during the City's PTO, open enrollment period.

Section 9.3 Sick allowance with pay shall be as provided in section 1.12.230 of the Tacoma Municipal Code.

Section 9.4 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code.

Section 9.5 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code.

Section 9.6 Medical, dental, hospital and disability insurance shall be as provided-in Section 1.12.110 of the Tacoma Municipal Code.

Section 9.7 Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code.

Section 9.8 - Jury Duty Leave of absence for jury duty and payment thereof shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

Section 9.9 - Union Leave Leave of absence without pay shall be granted in accordance with Section 1.24.870 of the Municipal Code. Employees must submit a written request in advance of the leave to the appropriate manager that includes the reason for the leave and the inclusive dates of the leave. Requests will be considered and responded to in a timely manner.



## ARTICLE 10 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2013 through December 31, 2016, 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 one hundred twenty (120) days, and in no event later than sixty (60) days, prior to the termination of this Agreement.

## ARTICLE 11 – NON-DISCRIMINATION

Section 11.1 It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, sexual orientation or disability status (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

Section 11.2 It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

Section 11.3 Employees shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

## ARTICLE 12 – FILLING OF VACANCIES

Section 12.1 Upon the discretion of the department head, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class when he/she substantially assumes the duties of such position. Such assumption of duties necessarily would result in his/her relinquishing his/her regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

## ARTICLE 13 – HOURS OF WORK AND OVERTIME

Section 13.1 The hours of work and days of work now in effect shall remain the same during the term of this agreement and shall not be changed unless by mutual agreement between the Union and the Employer.

Section 13.2 Employees working the day shift shall be present at the work location for a period of eight and one-half (8-1/2) hours. One-half (1/2) hour shall be allowed for a lunch break. Shift employees shall be present at the work location for a period of eight (8) hours. One-half (1/2) hour shall be allowed for a lunch break. By mutual agreement between the Union and the Employer

alternative work schedules may be necessary and permitted. Any hours worked exceeding the regular work day as set forth herein above, or by an employee outside of his/her regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

Section 13.3 Employees shall be paid time and one half for the first shift outside of their regular shift when an emergency requires an employee's shift to be changed. Thereafter, employees will receive straight time for the first eight (8) hours and time and one half (1 1/2) for any additional hours worked during that shift.

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

Section 13.4 The Union recognizes that changes in operation or workload may necessitate changes in hours of work and days off. In such instances the parties shall meet to review alternatives satisfactory to the interests of both parties.

#### Section 13.5 - Meal Allowance

- A. When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the employer and brought to the employees, if so requested.
- B. Employees assigned to an emergency twelve (12) hour shift will receive a one-half (1/2) hour paid meal break.
- C. An employee working non-scheduled overtime including call outs at least two (2) hours before or beyond his/her regular shift and at four (4) hour intervals while continuing to work thereafter shall be eligible for a meal allowance of \$15.00.

Example: Over 4 hours to 8 hours \$15.00. Over 8 hours to 12 hours \$30.00.  
Over 12 or more hours \$45.00.

- D. Employee's will not be eligible for meal allowance when working scheduled overtime on a regularly scheduled day off unless the number of hours worked exceeds their normally scheduled total daily hours of work.
- E. Overtime is considered to be scheduled if an employee receives notice of the overtime to be worked prior to the end of the employee's regular shift on his/her last regular work day prior to the day the overtime is to be worked.

#### Section 13.6 - Callbacks and Standby Pay

- A. All call-backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that a penalty for travel time,

computed at the rate of thirty (30) minutes at time and one-half the employee's regular salary, shall be paid each way to and from work. If such a penalty is paid, the combined total of one (1) hour used to compute that penalty shall count toward fulfilling the two (2) hour guarantee set forth above.

- B. Employees assigned to standby shall receive \$3.00 per hour for those hours so assigned. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a pager or be available by phone. Assignment for standby time and scheduled overtime will be done by a voluntary system. Qualified employees who volunteer will be assigned on a rotating system. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Employees working a call-out shall be allowed an eight (8) hour rest break, if desired, before returning to their regular shift.
- C. For each 24-hour calendar day, and when in standby status starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the overtime rate, and as set forth in the Tacoma Municipal Code 1.12.080, for the first emergency call not requiring a return to the treatment plant or worksite. All calls are included in that one hour rate during that 24-hour period, unless the total duration of calls exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.

### Section 13.7 - Flex Hours

It is recognized by both Labor and Management that in order to effectively plan and schedule daily work activities the Maintenance Supervisors need to have adequate time prior to the start of the work shift and at the end of the work shift to prepare and close out details of the day's work. Therefore it is agreed that Wastewater Treatment Plant Maintenance Supervisors may adjust their schedule for an accumulated time of up to two hours during a week for these activities. When a schedule is modified, each individual will insure a total of forty (40) hours are worked within each week. Wastewater Supervisors will work with each other as well as their immediate supervisor to coordinate changes in individual schedules to ensure coverage of the areas are maintained.

Each Wastewater Supervisor shall coordinate with the standby supervisor to handle any situations that may arise within their section during their absence. This agreement will require the Wastewater Maintenance Supervisors to coordinate their workload and assure that it is not necessary to upgrade an employee to act as supervisors during their absence/changes in schedule.

This agreement does not change the established contract agreement for assigning emergency overtime or scheduled overtime for Wastewater Supervisors.

This agreement shall sunset at termination of the current contract unless mutually agreed upon by both the Union and the City to continue the practice. Either the Union or the City may unilaterally terminate this agreement with ten working days written notice to the other party.

## ARTICLE 14 – SAVING CLAUSE

Should any part hereof or any provisions 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 15 – DISCIPLINE

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

Section 15.1 The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential suspension, reduction in rank or pay or discharge.

Section 15.2 The Employer agrees to notify the Union in writing that an employee may be subject to disciplinary action.

Section 15.3 If requested by the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

Section 15.4 No later than three (3) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.

Section 15.5 The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 15.6 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 15.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand

added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file; however, letters of reprimand shall not be subject to the grievance procedure.

## ARTICLE 16 – SENIORITY

Section 16.1 Classification seniority is the length of service within a classification which shall determine:

1. Lay-off pursuant to Section 1.24.900 of the Personnel Rules
2. Filling of vacancies under Article 13, Section 13.2

Section 16.2 If an employee promotes or transfers to a different bargaining unit or to an unrepresented position, classification seniority will accrue until he/she has completed the new probationary period, if applicable. Once the employee has completed probation, seniority in the employees' old classification shall be retained providing the employee returns to his/her previously held classification for reasons of lay off or demotion in lieu of lay off. If an employee returns to his/her previous classification, for any other reason, the employee will lose all classification seniority.

Section 16.3 Seniority for the purposes of layoff, demotion in lieu of layoff, and re-employment shall be the length of continuous services with the City in the specific class involved and in all higher classes to which the employee has been promoted or appointed.

## ARTICLE 17 – WORK RULES

Section 17.1 - Clothing Allowance Employees shall receive a \$300 allowance paid annually in January for the purchase of safety boots and/or coats in a pre-approved style and logo.

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

City of Tacoma  
a Municipal Organization

District Lodge #160, on behalf of  
Local Lodge #282 of the IAM and AW

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

\_\_\_\_\_  
Business Representative

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

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

Approved as to form and legality:

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

Attest:

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

**APPENDIX A**  
**DISTRICT LODGE 160**

All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code.

The following wage scales shall apply for employees in the following classification. Effective January 1, 2013, a 3.0% percent general wage increase is applied over 2012 rates. Rates shown below have the \$1.50 supplemental pension amount subtracted.

CODE	CLASSIFICATION TITLE	HOURLY RATES				
		Step 1	Step 2	Step 3	Step 4	Step 5
5102	WWTP Maintenance Supervisor	38.82	40.76	42.80	44.94	47.18

Effective January 1, 2014, the wage scale effective January 1, 2013 will be increased by 1.25%. Rates shown below have the \$1.50 supplemental pension amount subtracted.

CODE	CLASSIFICATION TITLE	HOURLY RATES				
		Step 1	Step 2	Step 3	Step 4	Step 5
51020	WWTP Maintenance Supervisor	39.30	41.27	43.33	45.50	47.77

The first full pay period, following Council approval, the \$1.50 supplemental pension amount will be added back into the current rate. Rates shown below have the \$1.50 supplemental pension added back into the rate of pay.

CODE	CLASSIFICATION TITLE	HOURLY RATES				
		Step 1	Step 2	Step 3	Step 4	Step 5
51020	WWTP Maintenance Supervisor	40.54	42.56	44.69	46.93	49.27

Effective January 1, 2015, the wage scale effective January 1, 2014 will be adjusted by an amount equal to 100% of the Seattle-Tacoma-Bremerton CPI-W June 2013 to June 2014 index with a minimum of 2.5% and a maximum of 4.0%

Effective January 1, 2016, the wage scale effective January 1, 2015 will be adjusted by an amount equal to 100% of the Seattle-Tacoma-Bremerton CPI-W June 2014 to June 2015 index with a minimum of 2.0 % and a maximum of 4.0%.

As per Ordinance 20938 the above classifications shall receive longevity pay as per Tacoma Municipal Code Section 1.12.133 as follows:

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

Supplemental Pension – Employees of this unit agree to deduct one dollar and fifty cents (\$1.50) per hour to be paid for all straight time compensated hours as a City contribution to the Western Metal Industry Pension Plan. Contributions on overtime hours shall be two dollars and twenty-five cents (\$2.25) per hour (1) for time and one-half (1/2) overtime hours and three dollars (\$3.00) per hour (1) for double time overtime hours. Such contributions and benefits shall be subject to the pension plan document.

Supplemental Pension – The first full pay period, following Council approval of the 2013 – 2016 successor agreement, and when the \$1.50 pension reduction is added to current wages, the employees of this unit agree to pay 3% of gross wages, which includes all straight time, overtime and double overtime compensated hours as a City contribution to the Western Metal Industry Pension Plan.



**Letter of Understanding  
By and Between**

**International Association of Machinists and Aerospace Workers (IAM&AW),  
Local 160**

Waste Water Treatment Plant Supervisors Unit (WWTP)  
Trust Subscription Agreement No. 2242

And  
City of Tacoma

The parties to this agreement have agreed to adopt the Western Metal Industry Pension Fund Rehabilitation Plan Preferred Schedule.

In accordance with the Preferred Schedule, commencing with the first pay period after Council adoption, the bargaining unit members will pay the additional supplemental contribution in an amount equal to 64% of the previously established contribution rate, with the understanding that the supplemental contribution will not result in any pension credit for the covered employees.

The effective date for payments made in accordance with Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule cannot be later than the first day of the month following 180 days from the end date of the prior contract.

The supplemental rate increases from 64%, effective July 1, 2015 in the first year to 80%; effective July 1, 2016 in the second year to 96%; effective July 1, 2017 in the third year, etc. under the Rehabilitation Plan, a copy of which has previously been provided to the Employer and to the Union. Each rate under the Western Metal Industry Pension Fund Rehabilitation Plan - Preferred Schedule will be paid for a period of 12 months. Both the Union and the Employer understand that the contribution increases required under the Rehabilitation Plan may change in subsequent collective bargaining agreements.

Signed this day of \_\_\_\_\_ 2014,

City of Tacoma  
(Employer)

IAM&AW, Local 160  
(Union)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Please return a copy of this Memorandum of Understanding to the Trust Office  
as soon as possible after it has been adopted.

**Western Metal Industry Pension Fund**  
P.O. Box 12068  
Seattle, WA 98102-00681-800-426-7132