



## RESOLUTION NO. U-10991

1 A RESOLUTION related to the purchase of materials, supplies, equipment  
2 and the furnishing of services; authorizing the City officials to enter into  
3 contracts and, where specified, waive competitive bidding requirements,  
4 authorize sale of surplus property, or increase or extend existing  
5 agreements.

6 WHEREAS the City of Tacoma, Department of Public Utilities, requested  
7 bids/proposals for the purchase of certain materials, supplies, equipment and/or  
8 the furnishing of certain services, or proposes to purchase off an agreement  
9 previously competitively bid and entered into by another governmental entity, or  
10 for the sales of surplus, or desires to increase and/or extend an existing  
11 agreement, all as explained by the attached Exhibit "A," which by this reference  
12 is incorporated herein, and

13 WHEREAS in response thereto, bids/proposals (or prices from another  
14 governmental agreement) were received, all as evidenced by Exhibit "A," and

15 WHEREAS the Board of Contracts and Awards and/or the requesting  
16 division have heretofore made their recommendations, which may include  
17 waiver of the formal competitive bid process because it was not practicable to  
18 follow said process, or because the purchase is from a single source, or there is  
19 an emergency that requires such waiver, and/or waiver of minor deviations, and  
20 in the case of sale of surplus, a declaration of surplus has been made certifying  
21 that said items are no longer essential for continued effective utility service, as  
22 explained in Exhibit "A," and  
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WHEREAS the Director requests authorization, pursuant to TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve term extensions and renewals for all items contained in Exhibit "A;" Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the Board of Contracts and Awards and/or the requesting division, and approves, as appropriate: (1) the purchase and/or furnishing of those materials, supplies, equipment or services recommended for acceptance; (2) the sale of surplus materials, supplies or equipment recommended for acceptance; (3) the Interlocal agreement that authorizes purchase off another governmental entity's contract; (4) the increase and/or extension of an existing agreement, and said matters may include waiver of the formal competitive bid process and/or waiver of minor deviations, all as set forth on Exhibit "A," and authorizes the execution, delivery and implementation of appropriate notices, contracts and documents by the proper officers of the City for said transactions, and (5) the administrative authority of the Director, per TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve term extensions and contract renewals for all items in Exhibit "A."

Approved as to form and legality:

  
\_\_\_\_\_

Chief Deputy City Attorney

\_\_\_\_\_

Clerk

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Adopted



3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

EXHIBIT "A"

RESOLUTION NO.:

U-10991

ITEM NO.:

#1

MEETING DATE:

February 14, 2018

**DATE:** February 2, 2018

**TO:** Board of Contracts and Awards

**SUBJECT:** Contract Increase and Extension - Augmented Labor & Maintenance Services Request for Proposals PG15-0409F, Contract 4600011194

**RECOMMENDATION:** Tacoma Power/Generation requests approval to increase and extend Contract No. 4600011194 to **NAES Power Contractors, Issaquah, WA**, by \$3,900,000 for augmented labor and maintenance services through December 31, 2020. The new contract total will be \$7,200,000.00, plus applicable tax.

**EXPLANATION:** Tacoma Power has used a maintenance services contractor since 1991 to augment in-house staff on significant maintenance activities. This contract is used to provide skilled crafts personnel to augment and work alongside Tacoma Power employees to complete an array of complex and critical projects. The contract is used in lieu of fixed cost bidding when bidding would carry unusually high risks or when regulatory requirements cannot be met by any other practical means. Tacoma Power has found the mix of contract and City forces to be an effective way of controlling costs and receiving the best product, while maintaining City staff levels at a constant rate.

Over the last two (2) years, the expenditure rate was higher than expected due to unanticipated adjustments to the fish sorting facilities at the Cowlitz Project. The value of this supplement was calculated using the current expenditure rate through December 2020.

**COMPETITIVE SOLICITATION:** This contract was originally advertised as Request for Proposal PG15-0409F and opened on August 18, 2015. Six (6) companies were invited to bid in addition to normal advertising of the project. Three (3) companies attended the pre-bid meeting and two (2) submitted proposals. A five (5) member Selection Advisory Committee (SAC) unanimously recommended that a contract be awarded to NAES Power Contractors. Their proposal was evaluated as best in terms of the selection criteria which included the firm's billing rates, experience and management plan. The proposed craft wage rates were tied to the prevailing wage rates and are subject to annual review and adjustment. The contractor has agreed to perform the additional work and amend the contract under the same terms and conditions as the original contract.

**CONTRACT HISTORY:** The original three (3) year contract was awarded in the amount of \$3,300,000 plus applicable sales tax. It was approved by Resolution U-10810 #3 on October 14, 2015 and included an option for a two (2) year extension to December 31, 2020. This is the first increase and extension to this contract.

**FUNDING:** Funds for this contract are available in Tacoma Power's capital and operating budgets.

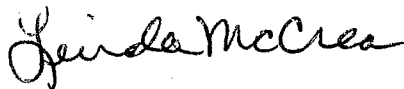
**SBE/LEAP COMPLIANCE:** The Small Business Enterprise (SBE) goals are not applicable. A Local Employment and Apprenticeship Training Program (LEAP) utilization goal of 1,400 hours per year has been established.

**PROJECT ENGINEER/COORDINATOR:** Toby Brewer, Power/Generation, 253-502-8530.



Chris Robinson  
Power Superintendent/CCO

APPROVED:



Linda McCrea  
Interim Director of Utilities/CEO

cc: Kimberly Ward, Finance/Purchasing  
Terry Ryan, Generation/Plant Engineering & Construction Services  
Generation/Contract Services

**Key Points**  
**2018 NAES Contract Increase**  
**February 2, 2018**

- Tacoma Power has used a maintenance services contractor since 1991 to augment our staff on significant maintenance activities to accomplish a variety of projects
- Current contract advertised as Request for Proposal and opened on August 18, 2015. Six (6) companies were invited to bid with the normal advertising process. Three (3) companies attended the pre-bid meeting. Two (2) companies submitted proposals; NAES and Rognlin's.
- Contract was awarded to NAES on October 14, 2015 in the amount of \$3,300,000 and included an option for a two (2) year extension.
- NAES skilled craft employees work alongside Tacoma Power staff providing our staff greater involvement in the projects than if multiple outside contracts were established.
- NAES crews are also used for projects that are time critical but still loosely defined because of the unknowns and/or changing situations.
- NAES crew size ramps up or down on a weekly basis depending on the actual workload.
- Provides the opportunity to shift the workforce between hydro projects as needed; often on a weekly basis but daily if necessary. Crews report directly to the work sites (City shops or Hydro Projects) without Tacoma paying the portal to portal travel times.
- Average monthly expenditure of approximately \$120,000. Projected cost through 2020 (33-months) is \$3.9 million.
- Significant Projects over the last two (2) years
  - Cowlitz Falls Northshore Collector commissioning and operational adjustments
  - Mossyrock Intake Headgate overhaul; Units 51 and 52
  - Swofford Pond Outlet Works Rehabilitation
  - Cushman #2 Spillway Sluice Gate Rehabilitation
  - Cushman #1 Lake Debris Cleanup
  - Staff augmentation during the Hydro Project's annual maintenance
  - Electrician support at the Utility Complex during the Auditorium Remodel
  - Salmon Hatchery Barrier Dam Inspection
  - Cushman #2 penstock expansion joint rehabilitation
  - Salmon and Trout Hatchery extraordinary maintenance projects
- Scheduled Projects through December 2018
  - Cowlitz Falls Fish Facility Remodel Support
  - ECC Battery Room Electrical Upgrades
  - Transmission Tower Concrete Foundation Repairs
  - Cushman #1 and Alder Dam spillway apron expansion joint and concrete repairs
  - Murry Morgan Bridge Access Safety Improvements and Truss Repairs
  - Miscellaneous Augmented Labor Support Throughout the Utility Complex
  - Cushman #2 Penstock Saddle Repairs
  - ECC Redundant Power Upgrades



3628 South 35th Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

EXHIBIT "A"

RESOLUTION NO.: U-10991

ITEM NO.: #2

MEETING DATE: February 14, 2018

**DATE:** January 8, 2018  
**TO:** Board of Contracts and Awards  
**SUBJECT:** Transmission & Distribution Augmented Crew Services  
Budgeted from Tacoma Power's Biennium Budget  
Request for Bids Specification No. PT17-0347F

**RECOMMENDATION:** Tacoma Power recommends that contracts be awarded to **Potelco, Inc., Sumner, Washington; Michels Corporation, Neenah, Wisconsin, and Wilson Construction Company, Canby, Oregon**, for a combined cumulative total of \$2,620,547.50, plus applicable sales tax, for Transmission & Distribution Augmented Crew Services. These contracts are intended to be utilized to augment Tacoma Power's work force by furnishing equipment and skilled line and wire electrician crews. Work will be assigned as-needed based upon a contractor's availability, performance, unit pricing and the type of task to be completed. These contracts will be for an initial two year term with the option of a single one-year extension. At this time no additional funds are requested for the extension year.

Tacoma Power has historically awarded multiple contracts for augmented crew services. This approach has been beneficial in meeting requirements for specialized equipment and/or work forces on short notice. Additionally, during prolonged outage scenarios it is favorable to have an established working agreement with multiple companies. The initial contract amount recommended to **Potelco, Inc.** is \$400,000.00. The initial contract amount recommended to **Michels Corporation** is \$300,000.00. The initial contract amount recommended to **Wilson Construction Company** is \$300,000.00. This combined value of \$1,000,000.00 reflects work that has been identified as likely to be assigned to the contracts within the foreseeable future. No amount of work is guaranteed to any specific contractor.

Tacoma Power requests authority to administratively adjust the amount of the contracts to address business needs and resource availability without returning to the Public Utility Board for authorization as long as the combined cumulative total of the contracts does not exceed \$2,620,547.50.

**EXPLANATION:** The labor and equipment to be supplied under this contract will be used to augment Tacoma Power's Transmission & Distribution work force during peak workload demands, storm restoration or utilization of specialized services. It is anticipated that contract crews will provide support for some of the following types of work:

- Overhead conductor upgrades and restrings
- Underground cable replacement
- Pole replacements
- Steel pole or tower work requiring specialized equipment
- Relocation of facilities for state, county, or city road-widening projects
- Substation construction
- Underground projects for new development
- New service installations
- Emergency restoration

**COMPETITIVE BIDDING:** Bid Specification No. PT17-0347F was opened on December 12, 2017. Six companies were invited to participate in addition to normal advertising of the project. Five submittals were received. The bidders provided unit pricing for 87 line items including structured crews, individual labor, specific equipment, and specialized services. The evaluated bid total was determined by multiplying unit prices by weighted factors representing anticipated usage. In addition, the evaluation considered the offered annual escalation, overtime rates and storm rates.

The bid offered by NW Utility Services, LLC, did not identify a pre-qualified electrical contractor to perform work for all categories identified in the specification. As required by the Revised Code of Washington (RCW) 35.92.350, the firm intending to perform the electrical construction or improvement work must be established on Tacoma Power's pre-qualified electrical contractor list at the time the bid is advertised. This exception was found to be a material deviation which could not be waived; therefore the bid was deemed non-responsive.

<u>Bidder</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal Amount</u> Plus Sales Tax	<u>Evaluated</u> <u>Submittal</u>
NW Utility Services, LLC*	Sumner, WA	\$ 2,546,244.70	\$ 513,196.05
<b>Potelco, Inc.</b>	<b>Sumner, WA</b>	<b>\$ 2,620,547.50</b>	<b>\$ 542,492.24</b>
<b>Michels Corporation</b>	<b>Neenah, WI</b>	<b>\$ 2,895,080.60</b>	<b>\$ 601,137.71</b>
<b>Wilson Construction Company</b>	<b>Canby, OR</b>	<b>\$ 2,933,886.80</b>	<b>\$ 682,796.78</b>
Sturgeon Electric	Troutdale, OR	\$ 2,936,006.60	\$ 804,444.45
*Non-responsive bid		Pre-bid estimate	\$ 2,500,000.00

The recommended award is 4.8 percent above the pre-bid estimate.

**CONTRACT HISTORY:** New contracts.

**FUNDING:** Funds for these contracts are available in Tacoma Power's biennium budget. Funding beyond the current biennium is subject to future availability of funds.

**SBE/LEAP COMPLIANCE:** The Small Business Enterprise (SBE) office determined that a program goal would not be applicable for this on-call project.

The Local Employment and Apprenticeship Training Program (LEAP) goal is 960 hours.

**PROJECT COORDINATOR:** Roberta Cox, Transmission & Distribution, 253-396-3156;  
Gordon Caudill, Transmission & Distribution, 253-502-8720.



Chris Robinson  
Power Superintendent/COO

APPROVED:

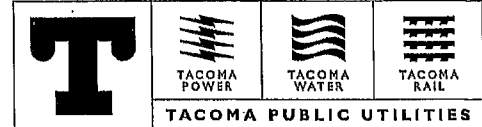


Linda McCrea  
Interim Director of Utilities

cc: Jessica Tonka, Senior Buyer, Finance/Purchasing  
SBE Coordinator  
LEAP Coordinator

FINANCE PURCHASING  
JAN 12 2018 12:05:08

MEMORANDUM



To: ROBERTA COX, Management Analyst III, Tacoma Power  
From: M. JOSEPH SLOAN, Deputy City Attorney *msj*  
Date: January 22, 2018  
Re: Specification PT 17-0347F, Transmission and Distribution Augmented Crews, NW Utility Services, LLC bid protest

ISSUE:

Where a bid solicitation required that the bidder only bid electrical work it or a subcontractor had been certified as pre-qualified to perform, identifies itself as performing work it was not certified as pre-qualified to perform, and fails to identify a subcontractor pre-qualified to perform the work, must the bid be rejected as non-responsive?

FACTS:

Based upon our January 18, 2018, interview with Roberta Cox, and our review of the bid solicitation documents, there were four "work elements" that the bid solicitation required be performed by a "Qualified Line Contractor," selected from the "2017 Tacoma Power Prequalified Electrical Contractor's List," (hereinafter referred to as the "2017 List"), pre-qualified to perform all the work elements. These included work element 10-A which includes: conduit / vault, excavation, road crossings; 10-B which includes: overhead lines, new overhead, transformers, emergency overhead, UG cable, cable term, pad mounted transformers, emergency UG; 10-C which includes: wood poles, steel lattice, steel poles, stringing, long span work, and emergency work; and 10-E which includes residential and commercial installation, splice repair, and emergency work.

The bid solicitation also required that a "Qualified Substation Contractor" (contractor or subcontractor) pre-qualified to perform substation construction according to the 2017 List, perform work elements 10-A, 10-D-3 which includes substation grounds, and 10-D-4 which includes substation conduit. According to the 2017 List, NW Utility Services, LLC (hereinafter referred to as "NW Utility") was not pre-qualified to perform 10-A-3 (road crossing), any of 10-C, or any 10-D work elements.

A review of the Affidavit of Prequalified Electrical Contractor 2017 form signed by NW Utility on January 17, 2017, confirms that NW Utility did not seek qualification for work elements 10-C or 10-D. Though NW Utility was the lowest bidder, its bid was rejected by Tacoma Power as non-responsive because the bid did not reflect that NW Utility was pre-qualified to perform the work, and failed to identify a subcontractor on the 2017 List to perform the work.



THE LAW:

RCW 35.92.350 reads as follows:

Electrical construction or improvement—Bid proposals—Contract proposal forms—  
Conditions for issuance—Refusal—Appeal.

Any city or town owning an electrical utility shall require that bid proposals upon any electrical construction or improvement shall be made upon contract proposal form supplied by the governing authority of such utility, and in no other manner. The governing authority shall, before furnishing any person, firm or corporation desiring to bid upon any electrical work with a contract proposal form, require from such person, firm or corporation, answers to questions contained in a standard form of questionnaire and financial statement, including a complete statement of the financial ability and experience of such person, firm, or corporation in performing electrical work. Such questionnaire shall be sworn to before a notary public or other person authorized to take acknowledgment of deeds, and shall be submitted once a year and at such other times as the governing authority may require. Whenever the governing authority is not satisfied with the sufficiency of the answers contained in such questionnaire and financial statement or whenever the governing authority determines that such person, firm, or corporation does not meet all of the requirements hereinafter set forth it may refuse to furnish such person, firm or corporation with a contract proposal form and any bid proposal of such person, firm or corporation must be disregarded. In order to obtain a contract proposal form, a person, firm or corporation shall have all of the following requirements:

- (1) Adequate financial resources, or the ability to secure such resources;
- (2) The necessary experience, organization, and technical qualifications to perform the proposed contract;
- (3) The ability to comply with the required performance schedule taking into consideration all of its existing business commitments;
- (4) A satisfactory record of performance, integrity, judgment, and skills; and
- (5) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Such refusal shall be conclusive unless appeal therefrom to the superior court of the county where the utility district is situated or Thurston county be taken within fifteen days, which appeal shall be heard summarily within ten days after the same is taken and on five days' notice thereof to the governing authority of the utility.

MEMORANDUM TO  
ROBERTA COX  
January 22, 2018  
Page 3 of 3

Section 1.08 of the General Provisions to the Contract, entitled: "Evaluation of Bid" states: "[I]n the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

Tacoma Municipal Code 1.06.262 includes the requirement that the contractor have the "necessary experience, stability, organization and technical qualifications to perform the proposed contract."

Under state competitive public bidding rules, the public entity must accept the lowest responsive bid. The entity must also reject any bids that are nonresponsive. RCW 43.19.1911(1); *Gostovich v. City of West Richland*, 75 Wn.2d 583, 587, 452 P.2d 737 (1969). A bid that contains a material variance is nonresponsive. *Land Constr. Co., Inc. v. Snohomish County*, 40 Wn. App. 480, 482, 698 P.2d 1120 (1985). "The test of whether a variance is material is whether it gives a bidder a substantial advantage or benefit not enjoyed by other bidders." *Land Constr.*, 40 Wn. App. at 482, 698 P.2d 1120 (quoting *Duffy v. Village of Princeton*, 240 Minn. 9, 60 N.W.2d 27, 29 (1953). *Cornell Pump Company v. City of Bellingham*, 123 Wn. App. 226, 232, 98 P.3d 84 (2004).

ANALYSIS:

To accept the NW Utility bid would provide NW Utility with the advantage over other bidders by not having to show that it has experienced or qualified tradespeople to perform the work or have qualified or experienced tradespeople as subcontractors available to perform the work at the contract price. Furthermore, a major role of the augmented crews is to respond immediately to emergencies; therefore, the failure to disclose pre-qualified tradespeople to perform the work is a material deviation or variance from the call of the bid solicitation.

RECOMMENDATION:

Based upon the foregoing facts and law, it is the opinion of the Legal Department that the decision by Tacoma Power to reject the bid of NW Utility Services, LLC is legally supportable.

MJS/dk  
Cc: Tom Morrill, Chief Deputy City Attorney

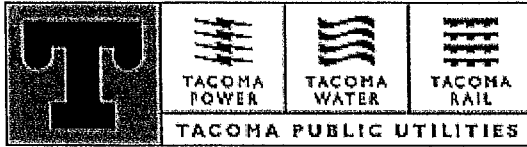


EXHIBIT "A"

RESOLUTION NO.: U-10991  
ITEM NO.: #3  
MEETING DATE: FEBRUARY 14, 2018

**TO:** Board of Contracts and Awards

**FROM:** Tony Lindgren, P.E., Tacoma Water Distribution Engineering Manager  
Geoffrey M. Smyth, P.E., Division Manager,  
Environmental Services Department, Science & Engineering  
Ali Polda, P.E., Professional Engineer, Tacoma Water Distribution Engineering  
Christa Lee, P.E., Professional Engineer,  
Environmental Services Department, Science & Engineering

**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing

**SUBJECT:** Water Main Replacement Project No. MRP 2017-03  
Jefferson Ave. From South 21<sup>st</sup> Street to South 23<sup>rd</sup> Street  
Request for Bids Specification No. WD17-0354F, Contract No. 4600013110 –  
February 14, 2018

**DATE:** February 2, 2018

**RECOMMENDATION SUMMARY:**

Tacoma Water Distribution Engineering and Environmental Services, Science and Engineering Division recommends a contract be awarded to Northwest Cascade, Inc., Puyallup, WA, for the replacement of water main and wastewater sewer, along Jefferson Avenue, from South 21st Street to South 23rd Street, in the amount of \$643,995.64, plus a 10 percent contingency, for a cumulative amount of \$708,395.20, plus any applicable taxes.

**BACKGROUND:**

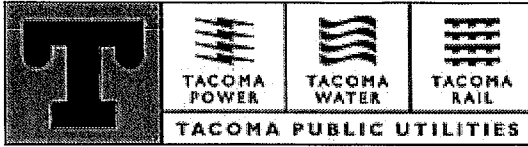
The Project consists of furnishing all labor, tools and materials for replacing 650 linear feet of existing 6-inch water main with 24-inch water main and 715 linear feet of 8-inch wastewater sewer pipes with 12-inch wastewater sewer pipes.

To improve water distribution system reliability and promote economic development within the City of Tacoma downtown corridor, Tacoma Water has been constructing a 24" water main from the Hood Street Reservoir to the existing 24" main in the intersection of Market Street and South 21st Street in multiple phases. This proposed project represents one of two final sequences of phased work to complete the 24" water main along this route. In conjunction, Environmental Services will be replacing wastewater pipes that were installed over 100 years ago and are at risk of failure.

This project provides an opportunity for Environmental Services to partner with Tacoma Water to remove and replace assets at the same time. Combining this work under a single contract will reduce construction impacts to local businesses and overall project costs while improving project deliver efficiency.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. WD17-0354F was opened January 30, 2018. Thirty-three companies were invited to bid in addition to normal advertising of the project. Seven (7) submittals were received. The Small Business Enterprise (SBE) participation level proposed by the bidder(s) are reflected as a credit (maximum applies) against the submitted base bid to



The Small Business Enterprise (SBE) participation level proposed by the bidder(s) are reflected as a credit (maximum applies) against the submitted base bid to arrive at an “evaluated bid” for ranking purposes. Northwest Cascade, Inc. submitted a bid that resulted in the lowest evaluated submittal after consideration of SBE participation goals. The table below reflects the amount of the base award.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
<b>Northwest Cascade, Inc</b>	<b>Puyallup, WA</b>	<b>\$ 643,995.64</b>	<b>\$ 614,545.86</b>
R. L. Alia Company	Renton, WA	\$ 645,921.90	\$ 645,921.90
Miles Resources, LLC	Puyallup, WA	\$ 765,921.00	\$ 765,921.00
James W. Fowler Co.	Dallas, OR	\$ 801,027.00	\$ 801,026.00
Kar-Vel Construction, Inc.	Renton, WA	\$ 823,635.90	\$ 823,635.90
Active Construction, Inc.	Tacoma, WA	\$ 874,805.00	\$ 874,805.00
Frank Coluccio Construction Co.	Seattle, WA	\$ 925,224.00	\$ 925,224.00

Pre-bid Estimate: \$625,000.00

The recommended award is 3.0 percent above the pre-bid estimate.

**COMPETITIVE ANALYSIS:**

CONTRACT HISTORY: New contract

SUSTAINABILITY: Not applicable.

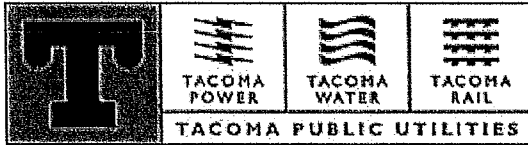
SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated February 2, 2018. The SBE goal for this project is 12 percent. The SBE participation level of the recommended contractor is 12 percent. Northwest Cascade, Inc. submitted the lowest evaluated bid per the SBE Regulation requirements. The Local Employment and Apprenticeship Training Program (LEAP) goal is 408 hours.

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Tacoma Water Bond Fund*	WTR-00554-02-03	5330100	\$ 448,982.75
4300 ES Wastewater Fund*	ENV-04022-09	5330100	\$ 259,412.45
<b>TOTAL</b>			<b>\$ 708,395.20</b>

\* Excluding Applicable Sales Tax



**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600-10WC Water 2010 Construction Bond Fund*	586306	6311156	\$ 448,982.75
4300 ES Wastewater Fund*	523900	Rate Revenues	\$ 259,412.45
<b>TOTAL</b>			<b>\$ 708,395.20</b>

\* Excluding Applicable Sales Tax

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$708,395.20**

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes**

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. Not applicable.**

Scott Dewhirst, Water Superintendent

**APPROVED:**

Linda McCrea, Interim Director of Utilities/CEO



**Community and Economic Development Department  
Small Business Enterprise (SBE) Office  
Evaluated Bid Status Report**

To: Ali Polda  
 Date: February 2, 2018  
 Subject: Water Main Replacement Project, MRP 2017-03, ES Project  
 Specification No. WD17-0345F  
 Contractor: NW Cascade, Inc.  
 PO Box 73399  
 Puyallup, WA 98373

Subcontractor(s) to be used on the project: Newell Brothers Trucking

SBE Participation: 12.22%.

<b>SBE Evaluation</b>		<b>DESCRIPTION</b> Water Main Replacment Project, MRP 2017-03, ES Project					
<b>Contract:</b> WD17-0354F							
	<b>Contractor Name</b>	<b>Base Bid</b>	<b>SBE Goal:</b>	<b>12.00%</b>			
			<b>SBE Bid</b>	<b>SBE %</b>	<b>SBE Credit</b>	<b>Evaluated Bid</b>	
1	NW Cascade, Inc.	\$ 588,995.64	\$ 72,000.00	12.22%	\$ 29,449.78	\$ 559,545.86	Lowest Evaluated Bid
2	R.L. Alia, Inc.	\$ 590,921.00	\$ -		\$ -	\$ 590,921.00	*** See footnote below***
3	Miles Resources, LLC	\$ 710,921.00	\$ -		\$ -	\$ 710,921.00	
4	J.W. Fowler	\$ 746,027.00	\$ -		\$ -	\$ 746,027.00	
5	Kar-Vel Construction	\$ 768,635.90	\$ -		\$ -	\$ 768,635.90	
6	Active Construction, Inc. (ACI)	\$ 819,805.00	\$ -		\$ -	\$ 819,805.00	
7	Frank Coluccio Construction Company	\$ 877,244.00	\$ -		\$ -	\$ 877,244.00	
***No SBE credit was given due to Puget Paving <u>not</u> being a City of Tacoma SBE***							

**APPROVED**

The SBE goal project goal was established at 12%, and the lowest evaluated bidder, NW Cascade met that goal with 12.22% SBE participation for this project.

**DISAPPROVED**

Bidder is not considered responsive for the following reason(s):

- Bidder did not complete all necessary forms
- See attached memorandum dated \_\_\_\_\_.

*C. Lynn*  
 Carrie Lynn, SBE Coordinator



**DATE:** November 22, 2017

**TO:** Tony Lindgren, P.E., Distribution Engineering Manager, Tacoma Water  
Geoffrey M. Smyth, P.E., Division Manager,  
Environmental Services Department, Science & Engineering

**FROM:** Ali Polda, P.E., Tacoma Water Distribution Engineering  
Christa Lee, P.E.,  
Environmental Services Department, Science & Engineering

**SUBJECT:** Agreement for Joint Tacoma Water – Environmental Services Project  
ENV-04022-09 Jefferson Ave from S. 21<sup>st</sup> Street to S. 23<sup>rd</sup> Street  
MRP-2017-03 Jefferson Ave, from S. 21<sup>st</sup> Street to S. 23<sup>rd</sup> Street

The City of Tacoma, Department of Public Utilities, Water Division (“Tacoma Water”) and the City of Tacoma, Environmental Services Department (“Environmental Services”) have been working to develop plans and specifications for the Jefferson Ave from S. 21<sup>st</sup> Street to S. 23<sup>rd</sup> Street Project. The project is anticipated to start construction in February of 2018.

Our respective organizations believe a coordinated effort to replace the sanitary sewer and water mains under a single City of Tacoma contract will result in efficiency and cost savings to all parties. Additionally, a joint project will minimize construction disturbance to adjacent business owners and the general public. The following summarizes the arrangements, assumptions, and action items necessary to move forward with this project:

- Tacoma Water will be responsible for coordinating the compilation of the overall project contract plans and specifications.
- Tacoma Water will administer the construction contract. Tacoma Water will charge Environmental Services for the additional incremental contract administration time associated with Environmental Services work. This is consistent with the method by which contract management and overhead costs addressed on previous Environmental Services – Tacoma Water projects. The estimated cost for the Environmental Services portion of the construction administration is \$7,311.88, which is 3 percent of the Engineer’s estimate less taxes and contingencies. Costs will be finalized with the awarded contract bid proposal. Environmental Services will provide payment amount via journal entry at the completion of the project.

- Both Departments have agreed to share equally (50 percent each) the costs associated with the following bid items. Costs will be finalized with the awarded contract bid proposal. Environmental Services will provide payment amount via journal entry at the completion of the project.

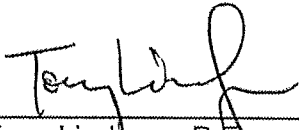
Bid Item	Engineer's Estimate of Total Bid Cost
Mobilization	\$50,000
Temporary Project Traffic Control	\$34,000
Traffic Lane markings	\$5,000
Inlet Protection	\$200
Dewatering Plan	\$500
Construction Stormwater Pollution Prevention Plan	\$500
Erosion and Sediment Control Specialist	\$500
Site Health and Safety Plan	\$1,500
Site Health and Safety Officer	\$500
Soil Management Plan	\$500

- Both Departments have agreed to share equally (50 percent each) the professional services costs associated with soil sampling and analytical testing of the underlying project soils. The scope of work, as defined under Task No. RN103, and totaling \$20,732.58 has been completed and paid for by Tacoma Water. Environmental Services will provide payment for half this amount via journal entry at the completion of the project.
- Environmental Services will be responsible for the cost of sanitary sewer work, manholes, pavement removal and temporary restoration, trench excavation, trench backfill and compaction to subgrade elevation, and other appurtenant items directly related to the installation of the sanitary sewer. These costs have been separated within the contract bid proposal.
- Environmental Services will be included and fully involved in the initiation, discussion, and review of any addendums, review of submittals, revisions, change orders, or change of scope pertaining to the sanitary sewer work. Any addendums, revisions, change orders, or change of scope pertaining to the sanitary sewer scope of work shall be subject to the approval of Tacoma Water.
- Environmental Services will perform all sanitary sewer main construction staking and side sewer reconnections.
- Tacoma Water will act as the overall contract construction inspection lead. Environmental Services will be responsible for the daily inspection of the sanitary sewer construction. Tacoma Water and Environmental Services inspections will be a cooperative and coordinated effort.
- This agreement is dependent on Environmental Services ability to obtain authorization to participate in this project from the City Council. Environmental Services will request authorization as soon as possible following determination of the lowest responsible bidder.

We look forward to continuing our spirit of coordination and cooperation to accomplish this and future projects of mutual benefit to the citizens of Tacoma, the Environmental



Services, and Tacoma Water. By signature, please indicate your approval to proceed with this joint project.

  
AP  
\_\_\_\_\_  
Tony Lindgren, P.E.  
Distribution Engineering Manager, Tacoma Water

12-6-17  
Date

  
\_\_\_\_\_  
Geoffrey M. Smyth, P.E.  
Environmental Services Division Manager

04 DEC 2017  
Date

cc: Ryan Flynn, Tacoma Water  
Erik Ward, Environmental Services, Science & Engineering

Ap;td

File: 2017-03



## RESOLUTION NO. U-10992

1 A RESOLUTION relating to a Collective Bargaining Agreement City and the  
2 Washington Council of County and City Employees, Local 120,  
3 AFSCME, AFL-CIO, for the years 2017 through 2019.

4 WHEREAS the City and the Washington Council of County and City  
5 Employees, Local 120 ("AFSCME"), have negotiated a proposed Collective  
6 Bargaining Agreement ("Agreement"), and

7 WHEREAS the proposed Agreement covers approximately 164 full-  
8 time equivalent ("FTE") positions with 48 FTEs at the Department of Public  
9 Utilities and 116 FTEs within General Government; is effective retroactive  
10 from January 1, 2017, through December 31, 2019, and provides for wage  
11 adjustments and other significant provisions, and

12 WHEREAS the proposed Agreement provides for wage increases  
13 retroactive to January 1, 2017, by 2 percent, and effective January 1, 2018,  
14 wages shall increase by between 2.5 and 3.75 percent (depending on  
15 classification), and effective January 1, 2019, wages will increase by 2.5  
16 percent, and

17 WHEREAS in addition, an employee who was active as of the date of  
18 ratification of the agreement on December 21, 2017, will receive a one-time  
19 lump sum payment of \$250.00, and

20 WHEREAS a provision to the Agreement includes an increase to the  
21 safety footwear allowance from \$150 to \$200 annually for employees in the  
22 classifications of Converter Inventory Technician, Warehouse Technician,  
23 Senior Warehouse Technician, Vehicle Parts Assistant, and Fleet Services  
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Parts Technician, and will be retroactive to July 1, 2017, for those eligible employees hired as of July 1, 2017, and

WHEREAS, in addition, other changes to the Agreement provide for clarification to the language regarding how grievances are handled; defining of the workweek as it relates to overtime and the use of call-in lists; and adding standard language regarding time off and benefits to Appendix B, and

WHEREAS it is in the best interests of the City that the proposed Agreement be approved; Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That said proposed Agreement between the City and AFSCME, is approved, and the Tacoma City Council is requested to concur in the approval and pass an implementing pay and compensation ordinance, and authorize the proper officers of the City to execute and implement the said Agreement substantially in the form on file in the Office of the Clerk of the Board, to be approved by the City Attorney, by its terms to remain in full force and effect retroactive to January 1, 2017, through December 31, 2019.

Approved as to form and legality:

\_\_\_\_\_

Chair

*[Signature]*  
Chief Deputy City Attorney

\_\_\_\_\_

Secretary

\_\_\_\_\_

Clerk

Adopted \_\_\_\_\_

of February 14, 2018

**REQUEST FOR RESOLUTION**

Date February 2, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of a collective bargaining agreement negotiated between the City of Tacoma and the Washington State Council of County and City Employees, Local 120.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This resolution recommends approval of the 2017-2019 Collective Bargaining Agreement between the Washington State Council of County and City Employees, Local 120, on behalf of the employees represented by said Union.

The agreement covers approximately 164 budgeted, full-time equivalent positions, with 48 positions within Tacoma Public Utilities and 116 positions within General Government. The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on February 27, 2018.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of the 2017-2019 Collective Bargaining Agreement negotiated with the between the City of Tacoma and the Washington State Council of County and City Employees, Local 120, on behalf of those employees represented by said union.

4. Attachments:

- a. Collective Bargaining Agreement
- b. Financial Impact Memorandum
- c. Letter from Linda McCrea, Director of Utilities/CEO

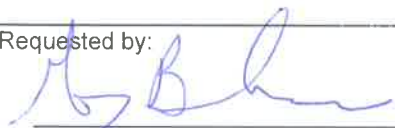
5.  Funds available     Proposed action has no budgetary impact

6. Deviations requiring special waivers:  None


Originated by:

\_\_\_\_\_  
Section Head

Requested by:

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

Approved:

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



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

February 2, 2018

To the Chairman and Members of the Public Utility Board  
And  
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of the proposed 2017-2019 collective bargaining agreement negotiated between the City of Tacoma and the Washington State Council of County and City Employees, Local 120. The agreement covers approximately 164 budgeted full time equivalent (FTE) positions, with 48 positions within Tacoma Public Utilities; and 116 positions within General Government. The agreement is anticipated to be considered by the City Council as a resolution on February 27, 2018.

The agreement covers three years, and provides for a wage increase in each year of the agreement. Effective January 1, 2017, wages will increase retroactively by 2 percent. In addition, an employee who was active as of the date of ratification of the agreement on December 21, 2017, will receive a one-time lump sum payment of \$250.00. Effective January 1, 2018, wages shall increase retroactively by between 2.5 percent and 3.75 percent, depending on classification. And effective January 1, 2019, wages will increase by 2.5 percent.

Other changes to the agreement include an increase to the safety footwear allowance from \$150 to \$200 annually for employees in the classifications of Converter Inventory Technician, Warehouse Technician, Senior Warehouse Technician, Vehicle Parts Assistant and Fleet Services Parts Technician, and will be retroactive to employees hired as of July 1, 2017. The agreement also provides for clarification to the language regarding how grievances are handled; defining of the workweek as it relates to overtime and the use of call in lists; and adding standard language regarding time off and benefits to Appendix B.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Linda A. McCrea  
Director of Utilities/CEO





**To:** Corey Moriyama, Senior Labor Relations Manager  
**From:** Katie Johnston, Budget Manager   
**Date:** 17 January, 2018  
**Subject:** Fiscal Impact of AFSCME Local 120 General Wage Increase for 2017-2019

---

**Overview**

A Tentative Agreement between the City of Tacoma and the AFSCME Local 120 General unit has been reached for a new successor collective bargaining agreement for the years 2017-2019.

**Financial Impact**

The agreement is for the three year term from 2017–2019 and provides for the following wage adjustments and other economic impacts:

Effective January 1, 2017, bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement and employees who retired between January 1, 2017 and the implementation date of this Agreement, shall receive a wage increase of two percent (2%).

Safety Footwear allowance has increased from \$150 per year to \$200 per year for incumbents in the classifications Converter Inventory Technician, Warehouse Technician, Senior Warehouse Technician, Vehicle Parts Assistant, and Fleet Services Parts Technician. This increase is retroactive to July 1, 2017 for those eligible employees hired as of July 1, 2017.

Effective January 1, 2018, bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement and employees who retired between January 1, 2017 and the implementation date of this Agreement, shall receive increases, ranging from 2.5% to 3.75%. In addition, bargaining unit employees who are actively employed as of December 21, 2017 shall receive a one-time lump sum payment of two hundred and fifty dollars (\$250).

Effective January 1, 2019, wages will be increased by two and one half percent (2.5%).



Fund/Department	2017 FTE	2017 Negotiated Incremental Expense	2018 Negotiated Incremental Expense	2019 Negotiated Incremental Expense	TOTAL Negotiated Incremental Expense
Other General Government Funds	103	194,000	382,000	361,000	937,000
Environmental Services	5	9,000	12,000	11,000	32,000
General Fund	7	16,000	31,000	30,000	77,000
General Fund Supported	1	2,000	4,000	4,000	10,000
Tacoma Public Utilities	48	110,000	203,000	194,000	507,000
<b>Total</b>	<b>164</b>	<b>\$331,000</b>	<b>\$632,000</b>	<b>\$600,000</b>	<b>\$1,563,000</b>

Estimated Impacts in 2019 are contingent on FTE counts and allocations remaining unchanged from 2017.

**Summary**

The costs are included in the 2017-2018 budget. 2019 increases will be incorporated into the 2019-2020 budget.

**2017 - 2019  
AGREEMENT**

**By and Between**

**the**

**CITY OF TACOMA**

**and**

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



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

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2017-2019

AGREEMENT

By and Between  
the  
CITY OF TACOMA  
and

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

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and the TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO (hereinafter called the Union), for the purpose of setting forth mutual understanding of the parties as to wages, hours, working conditions, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

**PREAMBLE**

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

**ARTICLE 1 – SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state laws, the city charter, and city ordinances. When any provisions thereof are in conflict with or different than the provisions of this Agreement, such provisions of federal or state laws and City Charter are paramount and shall prevail.

**ARTICLE 2 – JOINT LABOR COMMITTEE**

**Section 2.1** It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Joint Labor Committee regarding fringe benefits only in the

same manner as it would confer with officials of the Union on matters subject to collective bargaining.

The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices exchanged directly between the parties to this Agreement.

**Section 2.2** The parties agree that for the sake of equity among employees, as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate and to utilize the good offices of the Joint Labor Committee to effect this end.

### **ARTICLE 3 – RECOGNITION AND BARGAINING UNIT**

**Section 3.1.** The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended for all employees employed in classifications listed in Appendix A to this Agreement.

**Section 3.2.** The bargaining unit may be amended during the term of this Agreement where the Union has established that it represents the majority of employees in a classification to be added to an existing bargaining unit.

Classifications added to an existing bargaining unit shall automatically come under the terms and conditions of this Agreement. Majority status for representational purposes shall be determined through the procedures set forth in Chapter 41.56 RCW. The City agrees to notify the Union in advance when it proposes to establish a new classification, the duties of which are similar to those in the classifications covered by this Agreement.

**Section 3.3.** Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain a decision that is a mandatory subject of bargaining, or the impact of any decision that effects hours, wages and working conditions, in accordance with RCW 41.56. Further, the City will provide timely notice to the Union of any proposed reassignments of exclusive bargaining unit work to any other represented or non-represented classification in accordance with RCW 41.56. Such assignments may be discussed and coordinated in a Labor Management Committee meeting pursuant to Article 14.

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

**Section 4.1** It shall be a condition of employment that all employees in the Bargaining Unit who are members of the Union in good standing shall remain members in good standing during the term of this Agreement. It shall further be a condition of employment that all employees who are hired, promoted, demoted or transferred into those classifications included in the Bargaining Unit, shall become members of the Union within thirty (30) days of the effective date of this agreement and shall remain members of the Union in good standing for the duration of this

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

**Section 4.2** The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

**Section 4.3** The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City.

**Section 4.4** The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

**Section 4.5** The Union further agrees that in the event the City undertakes to terminate employees at the Union's insistence pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed herein, including attorney fees, if any.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

**Section 5.1** A grievance under this Agreement is defined as an alleged violation, filed by an employee or the Union, of a specific item within an Article of this Agreement. Time limits set forth in the following steps will be stated in calendar days. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline will be extended to the next working day. By written mutual agreement of the parties, any and all timelines may be extended, and grievance steps may be waived, that are specified in Section 5.2 below. Failure of the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance. Should the Employer fail to submit a reply within the specified time limits without such a waiver, the Union may automatically submit the grievance to the next step.

It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. The parties agree that in many instances this goal may be met through meeting to discuss the issue that led to a grievance at the Steps outlined in Section 5.2 below.

**Section 5.2** Grievances that cannot be resolved at Step 1 may be filed at Step 2 no later than twenty-one (21) calendar days after the employee could have reasonably known of the occurrence of the circumstances giving rise to the grievance.

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

**Step 2** Failing to resolve the grievance in the first step, the employee and/or their Union representative may, as soon as possible but not later than fourteen (14) calendar days after the supervisor's answer in Step 1, reduce the matter to written form, stating all facts in detail, citing section or sections violated and a proposed remedy, and submit same to the Manager most immediately involved, with a copy to the City's Labor Relations Division. The Manager shall within fourteen (14) calendar days, record their disposition in written detail, returning same 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 may, 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 Utilities division, or his/her designated representative, with a copy to the City's Labor Relations Division. Management shall, within fourteen (14) calendar days of receipt of the grievance respond in writing to the union representative and employee, with a copy to the City's Labor Relations Division.

**Step 4** Failing to resolve the grievance in the third step, the Union representative, within fourteen (14) calendar days of receipt of the department/division head's disposition, may submit the grievance to the Director of Human Resources, with a copy to the head of the employee's department (General Government) or Utilities division, and the City's Labor Relations Division. The Director of Human Resources shall, within twenty-one (21) calendar days of receipt of the grievance, schedule a meeting with the grievant and the Union representative. The Director of Human Resources will issue a written decision to the Union representative and the grievant within fourteen (14) calendar days of the meeting, with a copy to the head of the employee's department (General Government) or Utilities division, and the City's Labor Relations Division. The decision of the Director of Human Resources will be final and binding only for suspensions without pay of three (3) days or less.

**Section 5.3 (Step 5)** Grievances not resolved may be referred to arbitration by either party to this Agreement. Either party may give notice of its intention to arbitrate within twenty-one (21) calendar days following completion of the steps listed above. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or the Federal Mediation and Conciliation Service, both parties shall meet and each shall strike a name, with the Union striking first, until one (1) arbitrator is selected.

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

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives, attorneys and witnesses. The Union and the Employer shall share equally in the cost of services from the neutral arbitrator.

**Section 5.4** Any and all grievances resolved by agreement of all parties at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union and employees represented by the Union and covered by this contract. At any step of the procedure time limits may be extended by mutual agreement of the City and the Union.

**Section 5.5** It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

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

## **ARTICLE 6 – WORK STOPPAGES**

The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement and should same occur the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the City. There will be no lockout of employees in the Union by the City as a consequence of any dispute arising during the life and duration of this agreement.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

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

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

Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions of the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

## **ARTICLE 9 – SAFETY STANDARDS**

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

## **ARTICLE 10 – COMPENSATION PLAN**

The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code (TMC) as now enacted or hereafter amended is hereby incorporated as part of this agreement for the purpose of information for the members of the Union.

In the event an employee(s) requests a job audit by the Human Resources Department, they shall immediately be given the appropriate forms to begin the job audit. If the job audit results in reclassification due to changes in duties or original improper classification, the employee(s) shall receive the results of the job audit and reclassification and shall be placed in the appropriate classification within 120 calendar days from the date that an appropriate

classification for that position is made, any increase or decrease in salary and seniority in that classification shall be retroactive to the 120th calendar day following the submission of the necessary job audit forms. Alternatively, the employer may adjust duties to align the employee(s) position with the original classification.

## **ARTICLE 11 – BENEFITS**

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

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

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

**Section 11.2** Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code and the Joint Labor Agreement.

- A. Employees may enroll in the PTO program on a voluntary basis during the City's PTO open enrollment period.
- B. An employee of the City of Tacoma who is accruing Paid Time Off (PTO) in lieu of Vacation and Sick Leave who accepts a position covered by this bargaining unit shall have the option of converting to Vacation and Sick Leave as provided in this Agreement, OR may opt to continue to accrue PTO in accordance with the applicable provisions(s) of the Tacoma Municipal Code. Such election shall be made no later than upon the employee's successful completion of the probationary period.

**Section 11.3** Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.4** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.5** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement.



**Section 11.6** Medical and hospital, dental, vision and long term disability insurance for employees and dependents under this Agreement shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.7** Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code and the Joint Labor Agreement.

## **ARTICLE 12 – WORK RULES**

**Section 12.1 - Shop Steward's Right to Process Grievance** Shop Stewards shall be permitted to devote reasonable periods of time during normal working hours without loss of pay for the investigation, presentation, and settlement of employee grievances. Such periods of time shall be devoted only with the approval of the steward's immediate supervisor and further provided that such approval shall be not unreasonably withheld. Shop Stewards shall report back to their supervisors upon return to work. Shop Stewards will not use work time for preparation for contract negotiations. The Union agrees to provide a current list of Shop Stewards to each division or department head in those divisions or departments employing classifications represented by the Union.

**Section 12.2** Employees shall be entitled to reimbursement for board, lodging, transportation, and other expenditures lawfully incurred during official City business, as provided in Sections 1.12.100 and 1.12.110 of the Tacoma Municipal Code.

### **Section 12.3 - Overtime**

Any work performed in excess of forty (40) hours in a defined workweek shall be compensated at the appropriate overtime rate. The overtime rate is time and one-half the regular rate of pay, or double time cash compensation, equivalent compensatory time off or a combination thereof pursuant to Section 1.12.080 of the Tacoma Municipal Code.

A minimum of two (2) hours' compensation at the overtime rate shall be allowed for work performed outside the employee's assigned shift unless the employee commences this work less than two (2) hours before the beginning of his/her regular shift, or continues after his/her regular shift. When management requires the employee to travel to City premises or property, provided the employee is immediately available to work, the minimum of two (2) hours' compensated time shall begin when an employee responds affirmatively to the call.

#### **Section 12.3.1**

- A. For purposes of application of the provision of Section 1.12.080, Sunday shall be considered the seventh day for all employees in the following classifications: Fleet Services Parts Technician; Graphic Arts Specialist; Graphic Arts Specialist, Lead; Vehicle Parts Assistant; Vehicle Parts Assistant +3%; Warehouse Technician; Warehouse Technician, Senior.
- B. For purposes of application of the provision of Section 1.12.080, for bargaining unit employees in classifications other than those listed in paragraph A. above:

1. Sunday shall be considered the seventh day for employees covered by this Agreement as of the date of ratification by the Union of this Agreement, unless and until such employee voluntarily requests and receives approval for a transfer, promotion and/or demotion to a position that has a seventh day that is not a Sunday, in which case the employee will receive double-time for work performed on the seventh day of the employee's defined work week.
2. After the date of ratification by the Union of this Agreement, for all other employees, including new hires and employees previously outside of the bargaining unit, employees will receive double-time for work performed on the seventh day of the employees' defined workweek.

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

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

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

**Section 12.6 Standby** Employees required to serve in a standby capacity outside regular work hours, shall receive \$3.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. No employee will be assigned to a standby status for more than seven consecutive days without his/her concurrence, nor shall an employee be assigned to a standby shift of less than eight (8) consecutive hours without his/her concurrence. The City maintains the right to assign any qualified person to a standby assignment where no qualified bargaining unit employee volunteers to do so, providing that no employee will be assigned to a standby assignment for more than seven days at a time without his/her concurrence.

Employees serving on standby must be in telecommunications, beeper, radio or phone range to ensure their availability to return to duty if necessary. All employees on standby assignment must remain fit for duty and must respond/call back to the call or page within 15 minutes.

### **Section 12.7 Meal Allowance**

- A. An employee working non-scheduled overtime at least two hours before or beyond his/her regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance of \$15.00.
- B. Employees called in to work non-scheduled overtime (such as in response to an emergency) shall be eligible for a meal allowance after the first four hours worked and in four-hour intervals thereafter.
- C. Employees will not be eligible for a meal allowance when working scheduled overtime on their regularly scheduled days off.

**Section 12.8 Call In List - Information Technology Employees** The following provisions of Section 12.8 shall apply to employees in the classifications who are not receiving standby compensation pursuant to Section 12.6: IT Analyst, Senior IT Analyst, Senior Technical IT Analyst, Principal Technical IT Analyst, Integration Developer, Web Developer, Business Analyst I, Business Analyst II, Business Analyst III, IT Helpdesk Specialist, and Computer Support Technician:

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

### **Section 12.9 Hours of Work**

- A. Alternate work schedules may be agreed to by the employee and appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, eighty (80) hours worked in nine (9) days or other appropriate schedules. Absent continued mutual agreement between the employee and his immediate supervisor to continue an alternate work schedule,

then, with 30 calendar days' written notice, the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act. An employee and the Supervisor shall sign a written document documenting an employee is working an alternate schedule which shall be made available to the Union, upon the Union's request.

- B. Incidental time off shall be defined as when an employee is authorized to take time off that does not count as vacation, compensatory time or sick leave, when the time off is made up by working during the workweek.

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

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

1. The employee must initiate the request.
2. The employee would be compensated hour for hour.
3. All incidental time off must be taken off and made up within the same workweek.
4. No more than four hours of incidental time may be taken off within a two-week pay period.
5. To prevent overtime liability, if the employee's request for incidental time off is approved and the time is worked in advance, the employee must take the time off. Incidental time off may not be converted into overtime, vacation, compensatory time or sick leave.
6. If the employee takes time off and does not make up the time, the time off must be charged to vacation, compensatory time or sick leave as may be appropriate for the nature of the absence.
7. The time to be made up shall be worked and be agreed to by the employee and supervisor, depending upon the nature of the work and the standard operating hours.
8. Employee cannot take incidental time off on Saturdays, Sundays or outside the normal work hours for the work group. Hours that would be paid at the overtime rate do not qualify for incidental time use.
9. Management retains the right, based on operational needs and the nature of the request, to refuse authorization of incidental time off.

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

A seniority list (TMC 1.24.920) shall be established for each classification and sub-classification in the bargaining unit and such seniority list shall be provided to the Union annually, or when requested by the Union.

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

That employee has the right to "bump" the employee with the least amount of seniority in the same classification within the City (provided that that employee has less seniority).

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

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

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

Seniority for the IT Analyst class series shall be by aggregate service in all IT Analyst classifications as described above. Aggregate service shall be the total of all employment in the IT Analyst class series, inclusive of authorized leaves of absence, as a probationary, regular, employee, or as an employee who took a project or appointive position after serving in a regular permanent classified position.

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

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

- B. Employees holding permanent appointments as of January 1, 1995 as a Systems Analyst, Systems Programmer or Senior Technical Analyst are grandfathered at the "Senior" or "Senior Technical" IT Analyst classification. Employees specific to this group are listed on Exhibit A, attached to this agreement.
- C. Employees in the IT Analyst Series who have been selected for layoff may choose whether to exercise available bumping rights. Bumping rights shall occur in the following order:

1. The employee may first bump the least senior employee in an equal IT Analyst classification in any other sub-classification in which they have previously held status within their current department, starting with the sub-classification most recently held.
2. If no equivalent bumping option exists within the department, then the employee may bump the least senior employee in an equal IT Analyst classification in their current sub-classification in another department within the City.
3. If none of the above options exist, the employee may then bump the least senior employee in an equal IT Analyst classification in any other sub-classification in which they have previously held status in another department within the City, starting with the sub-classification most recently held.
4. Finally, if there exists no bumping option at an equal IT Analyst classification, the employee may repeat the above steps 1 through 3 at the next lower IT Analyst classification(s), and continuing down the IT Analyst classification series, until all potential bumping options have been eliminated.

In all cases, the bumping employee must have more IT Analyst seniority (12.10.A) than the employee bumped.

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and subject to the three to six month trial service specified in Section 12.10, above.

- D. Employees holding permanent status as of January 1, 1995 who were reclassified into the classes of GIS Analyst, Database Analyst, and Data Analyst, were given a one day appointment as an Application Development Systems Analyst specifically for the purpose of establishing bumping rights into that classification, which is now sub-classification.
- E. IT Helpdesk Specialists reclassified as Computer Support Technicians shall continue to accrue seniority as an IT Helpdesk Specialist and maintain a right to bump the least senior IT Helpdesk Specialist if they are subject to layoff as a Computer Support Technician.
- F. For purposes of layoff and bumping, seniority for employees in the Business Analyst class series shall be aggregate seniority in the following classifications: both current (Business Analyst I, Business Analyst II, Business Analyst III) and historic within the IT Department (IT Business Analyst 1, IT Business Analyst 2, IT Business Analyst 3, Management Analyst 1, Management Analyst 2, Management Analyst 3). Ties in seniority dates shall be broken by date of original hire with the City, then by coin flip. Employees specific to this group are listed on Exhibit B, attached to this agreement.

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

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

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

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and is subject to the three to six month trial service specified in Section 12.10, above.

**Section 12.11 Filling of Vacancies** The City and the Union encourage employees in their career development, and agree that promotions should be based on merit. Pursuant to Article 7, Management Rights, the City reserves the right to hire, promote, transfer, assign and retain our employees. In doing so, it is the City's intent to use eligible lists in the following order, if they exist, pursuant to Tacoma Municipal Code Section 1.24.650 when filling permanent vacancies including (a) reemployment lists, (b) departmental promotional lists, (c) promotional lists, and (d) open lists.

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

- A. Employees desiring consideration for a vacancy (transfer, demotion) shall so indicate by timely completing the appropriate transfer or demotion request paperwork. The appointing authority may consider these employees as well as applicants on the applicable eligibility list.
- B. Permanent employees of the classified City service may be appointed to positions on projects as defined in the personnel rules sections 1.24.980 through 1.24.986. Such employees shall continue to accrue seniority and other rights of the classified service in their permanent position.

- C. Permanent employees who have been granted a leave of absence by the Director of Human Resources shall have the right, at the end of the project, to return to their permanent classification in their previous department.
- D. When the City deems it necessary to staff a position at the Senior IT Analyst level or higher, it will first recall laid-off employees from the reemployment list per the TMC 1.24.650, if such list exists. Any remaining openings may be filled as follows:
  - 1. Consider an interview of members who have requested transfer and demotion.
  - 2. Select an applicant from the IT Analyst classification series applicable eligibility list.
  - 3. With prior written notice to the Union, the Union agrees that the City may petition the Civil Service Board for a noncompetitive appointment according to Personnel Rule 1.24.570.
- E. When the City deems it necessary to staff a position at the Business Analyst II level or higher, it will first recall laid-off employees from the reemployment list per the TMC 1.24.650, if such list exists. Any remaining openings may be filled as follows:
  - 1. Consider an interview of members who have requested transfer and demotion.
  - 2. Select an applicant from the Business Analyst classification series applicable eligibility list.
  - 3. With prior written notice to the Union, the Union agrees that the City may petition the Civil Service Board for a noncompetitive appointment according to Personnel Rule 1.24.570.
- F. A vacancy filled by time card upgrade shall be filled in the following priority order:
  - 1. A departmental layoff list.
  - 2. Departmental employees on the current applicable eligibility list.
  - 3. The employee within the department with the longest permanent length of service in the next in line lower classification.

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

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



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

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

**Section 12.14 – Safety Footwear**  
Incumbents in the classifications Converter Inventory Technician, Warehouse Technician, Senior Warehouse Technician, Vehicle Parts Assistant, and Fleet Services Parts Technician are eligible to receive an allowance of \$200 per year for safety footwear, retroactive to July 1, 2017 for those eligible employees hired as of July 1, 2017.

**Section 12.15** This section shall apply only to the following classifications: Fleet Service Parts Technician; Buyer; Buyer, Senior; Vehicle Parts Assistant; Warehouse Technician; Senior Warehouse Technician; Graphic Arts Specialist; Lead Graphics Arts Specialist; and Converter Inventory Technician.

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

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

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

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

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

**Section 13.2** It is mutually agreed that there shall be no discrimination based on applicable state or federal laws. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

**Section 13.3.** It is mutually agreed that there shall be no unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

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

The City and Union are interested in developing and maintaining collaborative working relationships. Both parties agree that communication and working together to resolve issues are in the best interest of all involved. To that end, a Labor/Management Committee (Committee) shall be maintained consisting of three members of Labor, to include the Union Business Representative or a designee and two bargaining unit employees appointed by the Union; the Human Resources Director or a designee; and two management personnel. The parties may mutually agree to invite guests to facilitate discussion of relevant topics.

The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

The Committee shall establish its own rules of procedure and time and place of meetings. Bargaining unit members appointed by the Union to attend Committee meetings or attending Committee meetings as invited guests during their work hours will (a) request approval from their Supervisor in advance to attend meetings, for which approval shall not be unreasonably withheld, (b) record release time on their timesheets and (c) shall attend meetings without loss of pay, however, no overtime or compensatory time will be incurred during Committee meetings or as a result of meetings that occur outside an employee's regular work hours.

Chairmanship of the Committee rotates between Labor and Management.

## **ARTICLE 15 – DISCIPLINE**

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

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

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

**Section 15.4** At the request of the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation and of intent to dismiss, suspend, or reduce in rank or pay. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

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

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

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

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

**Section 15.9** A suspension without pay of more than three (3) 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 three days or less are not subject to Step 5.3 of the Grievance Procedure, but may be appealed only to the Director of Human Resources pursuant to Step 4, Article 5 Grievance Procedure, for a final and binding decision. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

## **ARTICLE 16 – SUBCONTRACTING**

The City shall retain 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.

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

**Second Notice:** Should the City determine to contract/subcontract out the identified work, it shall notify the Union, in writing, within fourteen (14) calendar days of awarding the contract. This notice will include the anticipated professional services amount and any changes from the First Notice.

**Request to Bargain:** Upon written request by the Union, the City will bargain the impacts of such proposed contracting/subcontracting out of bargaining unit work pursuant to the requirements of RCW 41.56 and this Agreement.

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

**ARTICLE 17 – SAVING CLAUSE**

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

**ARTICLE 18 – TERM OF AGREEMENT**

This agreement shall remain in full force and effect from January 1, 2017 to and including December 31, 2019, provided however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred-twenty (120) days, in no event later than ninety (90) days prior to the expiration date for this agreement.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

City of Tacoma  
a municipal corporation

Tacoma City and Pierce County  
Employees Local Number 120

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

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

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

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

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

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

Approved as to form:

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

Attest:

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

**APPENDIX A**

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

Effective January 1, 2017, bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement and employees who retired between January 1, 2017 and the implementation date of this Agreement, shall receive a wage increase of two percent (2%):

Code	Job Title	1	2	3	4	5	6	7	8	9	10
55250	Broadband Services Technician	30.44	31.96	33.56	35.24	37.01	38.85	40.79	42.83		
55240	Broadband Services Technician, Lead	33.81	35.51	37.09	39.15	41.11	43.16	45.32	47.58		
01410	Business Analyst I	23.00	24.15	25.36	26.62	27.96	29.36				
01420	Business Analyst II	30.29	31.81	33.41	35.08	36.83	38.68				
01430	Business Analyst III	36.55	38.37	40.29	42.31	44.42	46.64				
03040	Buyer	27.42	28.78	30.22	31.73	33.32					
03070	Buyer, Senior	33.32	34.99	36.65	38.32						
12250	Communications Service Technician	27.36	28.72	30.16	31.67	33.25	34.91				
01240	Computer Support Technician	23.52	24.69	25.93	27.22	28.58	30.01	31.51			
55380	Converter Inventory Technician	17.93	18.83	19.77	20.76	21.80					
03340	Fleet Services Parts Technician	29.54	31.02	32.57							
02200	Graphic Arts Specialist	24.32	25.53	26.81	28.14	29.55					
02220	Graphic Arts Specialist, Lead	26.73	28.07	29.48	30.95	32.50					
01500	Information Technology Analyst	28.77	30.21	31.72	33.30	34.97	36.71	38.55	40.47	42.49	44.61
46080	Information Technology Analyst Intern	23.02									
01530	Information Technology Analyst, Principal Technical	35.20	36.96	38.81	40.75	42.79	44.94	47.18	49.53	52.01	54.61
01510	Information Technology Analyst, Senior	31.63	33.21	34.87	36.62	38.45	40.37	42.39	44.51	46.74	49.07

01520	Information Technology Analyst, Senior Technical	33.92	35.61	37.39	39.26	41.22	43.28	45.44	47.72	50.10	52.61
46110	Information Technology Business Analyst Intern	18.40									
46090	Information Technology Computer Support Technician Intern	18.82									
46100	Information Technology Helpdesk Intern	18.11									
01180	Information Technology Helpdesk Specialist	22.63	23.77	24.95	26.19	27.50					
01600	Integration Developer	44.94	47.18	49.53	52.01	54.61					
02990	Vehicle Parts Assistant	26.85	28.19	29.61							
03010	Warehouse Technician	26.85	28.19	29.60							
03020	Warehouse Technician, Senior	29.54	31.02	32.57							
01610	Web Developer	39.59	41.57	43.64	45.82	48.11					

Effective January 1, 2018, bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement and employees who retired between January 1, 2017 and the implementation date of this Agreement, shall receive the following wage increases. In addition, bargaining unit employees who are actively employed as of December 21, 2017 shall receive a one-time lump sum payment of two hundred and fifty dollars (\$250).

Classification	Wage Increase
Business Analyst II	2.5%
Business Analyst III	2.5%
Broadband Services Technician	2.5%
Broadband Services Technician, Lead	2.5%
Communications Service Technician	2.5%
Computer Support Technician	2.5%
Converter Inventory Technician	2.5%
Information Technology Analyst	2.5%
Information Technology Analyst Intern	2.5%
Information Technology Analyst, Senior	2.5%

Information Technology Analyst, Senior Technical	2.5%
Information Technology Business Analyst Intern	2.5%
Information Technology Computer Support Technician Intern	2.5%
Information Technology Helpdesk Intern	2.5%
Information Technology Helpdesk Specialist	2.5%
Integration Developer	2.5%
Web Developer	2.5%
Information Technology Analyst, Principal Technical	3.25%
Buyer	3.5%
Buyer, Senior	3.5%
Fleet Services Parts Technician	3.5%
Graphic Arts Specialist	3.5%
Graphic Arts Specialist, Lead	3.5%
Vehicle Parts Assistant	3.5%
Vehicle Parts Assistant +3%	3.5%
Warehouse Technician	3.5%
Warehouse Technician, Senior	3.5%
Business Analyst I	3.75%

Effective January 1, 2019, wages will be increase by two and one half percent (2.5%).

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

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

## APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2017-2018:

### **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.

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

- 6.2.5 Wellness Credit.** Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Group Health HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.
- 6.2.6 Contributions to HSA Accounts.** Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.
- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
  - b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.
- 6.3 Dental and Vision Insurance.** The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.
- 6.4 Dual Coverage.** No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:
- 6.4.1 Employees Choosing the Same Plan –** One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
  - 6.4.2 Employees Choosing Different Plans –** If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
  - 6.4.3 Children up to Age 26 –** Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable

premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

**6.5** Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

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

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

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

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

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

- 6.6.3** Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.
- 6.6.4** Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.
- 6.6.5** Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
- 6.6.6** For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.
- 6.7** Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

  - 6.7.1** Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
  - 6.7.2** An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.
  - 6.7.3** Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.
- 6.8** Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

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

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

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

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

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

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

**6.9.3** Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will

continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be  $\$596/\$23.84=25$  hours.

- 6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- 6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.
- 6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest \$1,000 of coverage.
- 6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
  - 6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
  - 6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month
  - 6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar

year in which any of the above stipulated periods of aggregate service will be completed.

- 6.12** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)  
Martin Luther King Day (third Monday in January)  
Presidents' Day (third Monday in February)  
Memorial Day (last Monday in May)  
Fourth of July  
Labor Day (first Monday in September)  
Veterans' Day (November 11)  
Thanksgiving Day (fourth Thursday in November)  
The day immediately following Thanksgiving Day  
Christmas Day (December 25)

- 6.12.1** A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.
- 6.12.2** In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.
- 6.12.3** Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 6.12.4** Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity

conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

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

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

**6.15** Wellness

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

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

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



budgeted funds will be reviewed and approved by the Wellness Committee.

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

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

**INDEX TO LETTERS OF AGREEMENT AND UNDERSTANDING**

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

<b><u>Description</u></b>	<b><u>Date Signed</u></b>
1. UTS Technology LOA	09/26/2016
2. IT Intern Classifications LOA	06/20/2016
3. ESD Transf. Warehouse Duties From Sewer Wker to Warehouse Tech LOA	12/03/2015
4. VEBA Participation LOU	05/07/2003

**Letter of Agreement  
Between  
City of Tacoma  
And  
City of Tacoma Washington, City and Pierce County Employees  
Local Number 120, AFSCME, AFL-CIO**

**Subject: UTS Technology  
Date: September 26, 2016**

Advances in technology have presented opportunities for Labor & Management to consider opportunities for consolidation and the ability to leverage common platforms to serve multiple business needs. As the current technology landscape continues to evolve, Labor & Management will need to identify the necessary tools, processes and skill sets for employees that are vital to improving performance, reliability, business needs, and on-going operational efficiencies. As a result, Tacoma Power Utility Technology Section (UTS) desires to reduce redundant efforts and duplicative equipment by investing in a shared resource infrastructure and a new TPU Business LAN. UTS and Local 120 have worked together to understand anticipated technological changes in the utility business, the differences between information technology and operational technology, and the associated opportunities. Both parties are interested in continuing a collaborative working relationship and have agreed to the following:

1. UTS and Local 120 will work together through a labor management sub-committee to identify relevant training and/or certification opportunities related to current and future technologies necessary for their positions. With prior approval from management, and as part of a training and development plan, Local 120 employees within UTS may take training and/or certification courses. It is expected that satisfactory progress will be made towards completing the training and any fees related to training and/or certification testing will either be paid for by UTS or be reimbursed to the employee upon successful completion. Both parties recognize the benefits gained from the investment and commitment being made by UTS in employee training and that such investment is aimed at developing and maintaining highly skilled, competitive employees.
2. It is recognized that positions outside of the bargaining unit working on operational technology located at Tacoma Public Utilities, have been and will continue to perform and be assigned work that is similar in nature to work performed by classifications covered by Local 120. UTS and Local 120 will work together through labor management committee to identify opportunities for future efficiencies.
3. A new classification titled **Integration Developer** will be created with five (5) pay steps as follows:

1	2	3	4	5
44.06	46.25	48.56	50.99	53.54

The Integration Developer classification will be overtime eligible, in accordance with Article 12 of the collective bargaining agreement (CBA) and will be listed in Appendix A

of the successor CBA. For technology systems utilized by TPU, UTS will designate the environments the Integrator classification will be assigned.

4. If after hours stand-by is required, UTS will establish a rotational stand-by list. Employees assigned to serve in a standby status will be compensated and so assigned consistent with Section 12.6 of the CBA. The standby schedule will include those individuals that are qualified, demonstrate responsiveness and follow the appropriate after hour procedures. UTS will establish the minimum requirements necessary for employees to be eligible for stand-by. Employees on standby are expected to respond/call back to call within fifteen minutes. Processes and procedures will be established by UTS for handling after hour emergencies.

The parties will continue to work together to address issues and foster collaborative labor relations.

ORIGINAL SIGNED BY:

**For WSCCCE, Local 120:**

Dylan Carlson, Staff Representative  
9/28/16

**For the City of Tacoma:**

Joy St. Germain, Human Resources Director  
Chris Robinson, Power Superintendent  
William A. Gaines, Utilities Director

**Letter of Agreement  
Between  
City of Tacoma  
And  
City of Tacoma Washington, City and Pierce County Employees  
Local Number 120, AFL-CIO**

**Subject: IT Intern Classifications  
Date: June 20, 2016**

In accordance with Article 3 of the collective bargaining agreement between the City and Local 120, the City hereby acknowledges Local 120 as the exclusive bargaining representative for the classifications of IT Analyst Intern, IT Business Analyst, IT CST Intern, and IT Helpdesk Intern.

The Parties agree as follows:

1. The classification of Information Technology Programming Intern (CSC 4608) shall be retitled to IT Analyst Intern. The LOU which originally created the classification will be discontinued and replaced by this LOA.
2. Three new IT Intern classifications shall be created to support recruitment and retention into the Business Analyst, Computer Support Technician and IT Helpdesk Specialist classifications.
3. The rates of pay for the IT Intern classifications will be set as follows:

<i>Classification</i>	<i>Step 1 Rate of Pay</i>
IT Analyst Intern	80% of step 1 IT Analyst (CSC 0150)
IT CST Intern	80% of step 1 Computer Support Technician (CSC 0124)
IT Helpdesk Intern	80% of step 1 IT Helpdesk Specialist (CSC 0118)
IT Business Analyst Intern	80% of step 1 Business Analyst I (CSC 0141)

4. The Union hereby acknowledges its support of the IT Intern programs.
5. All IT Interns will meet membership requirements pursuant to Article 4 of the Collective Bargaining Agreement (CBA).
6. The IT Intern classifications are intended to be educational positions, to learn and perform work covered by Local 120 classification. When used, the intern classifications will be filled with only temporary employees and the duration of each intern's employment shall not exceed twelve (12) months aggregate time in any two-year period, per Section 1.24.710.
7. IT Interns shall not have rights or protections under the CBA related to continued employment, including protections under the layoff, recall, and/or bumping provisions.

The Parties agree to meet approximately eighteen (18) months following the establishment of this LOA to review the use of the intern classifications.

This Letter of Understanding is not to 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.

ORIGINAL SIGNED BY:  
For WSCCCE, Local 120:  
Dylan Carlson, Staff Representative  
6/22/16

For the City of Tacoma:  
Joy St. Germain Human Resources Director

William Gaines, Utilities Director  
T.C. Broadnax, City Manager  
Cheryl Comer, Deputy City Attorney  
7/8/16

**LETTER OF AGREEMENT**

**By and Between  
City of Tacoma and  
Teamsters Local 313 and  
AFSCME Local Number 120**

**Subject: ESD Transferring Warehouse Duties from  
Sewer Worker to Warehouse Technician**

**Date: December 3, 2015**

This Letter of Agreement (LOA) hereby recognizes the arrangement made between the City of Tacoma Environmental Services Department (ESD), Teamsters Local Union 313, and AFSCME Local 120, hereinafter referred to as "the Parties".

Environmental Services Operations and Maintenance has decided to consolidate warehouse functions to a central location at the Waste Wastewater Treatment Facility. As a result of this decision, and the closure of the small separate warehouse facility, the Sewer Worker who has been assigned Expeditor duties will be reassigned to Sewer Worker duties.

The Parties agree as follows:

1. The work currently assigned to the Sewer Worker at the facility being closed will henceforth be performed by members of Local 120, except that
2. In the event the warehouse being closed by this agreement is at some future date reopened, the Expeditor work will be considered as Local 313 work and will be reassigned to a 313 represented Sewer Worker.
3. In the event the work currently known as Expeditor duties is assigned to a 313 represented Sewer Worker at some future date, based on the reopening of the separate facility, Local 120 will not file skimming charges against the City or Teamsters Local 313.

This Letter of Agreement shall remain in effect for the duration of the Teamster Local Union 313 2014-2017 Collective Bargaining Agreement.

This agreement is not to be used as a precedent with respect to any other contracts for any other Sections or Division in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union.

**ORIGINAL SIGNED BY:**

For City of Tacoma  
Joy St. Germain  
Human Resources Director  
Michael P. Slevin III, P.E.  
Environmental Services Director  
T.C. Broadnax  
City Manager

Approved as to form:  
Cheryl Comer  
Deputy City Attorney

For Teamsters Local 313  
Terra Ament  
Business Representative

For Local 120  
Dylan Carlson  
Business Representative

Letter of Understanding  
Between  
City of Tacoma  
And  
Washington State Council of County and City Employees, Local 120

VEBA Participation

The City of Tacoma and Washington State Council of County and City Employees, Local 120 AFSCME agree that the bargaining unit members in the Washington State Council of County and City Employees, Local 120 AFSCME, 2001 – 2003 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.

ORIGINAL SIGNED BY:  
For WSCCCE, Local120:  
Brock Logan, Staff Representative  
4/21/2003

For the City of Tacoma:  
Phil Knudsen, Human Resources Director  
4/23/2003  
James L. Walton, City Manager  
May 7, 2003  
Mark Crisson, Director of Utilities  
4/29/2003