



RESOLUTION NO. U-11117

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
agreements.

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

13 WHEREAS in response thereto, bids/proposals (or prices from another
14 governmental agreement) were received, all as evidenced by Exhibit "A," and
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting
17 division have heretofore made their recommendations, which may include
18 waiver of the formal competitive bid process because it was not practicable to
19 follow said process, or because the purchase is from a single source, or there is
20 an emergency that requires such waiver, and/or waiver of minor deviations, and
21 in the case of sale of surplus, a declaration of surplus has been made certifying
22 that said items are no longer essential for continued effective utility service, as
23 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:



Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____



City of Tacoma

U-1117
#1
11-13-19
Contract and Award Letter
Purchase Resolution – Exhibit "A"

TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, Finance Department
Michael San Soucie, Treasury Manager
COPY: City Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark,
Finance/Purchasing
SUBJECT: Increase and extend the contract for Wells Fargo banking/merchant services
Request for Proposal Specification No. FI13-0360F, Contract No. 4600009671 –
Requested Public Utility Board November 13, 2019 / City Council Date
November 19, 2019
DATE: October 1, 2019

RECOMMENDATION SUMMARY:

The Finance Department, Treasury Division, requests approval to increase Citywide Contract 4600009671 with Wells Fargo Bank, N.A., Seattle WA, by \$620,000, plus applicable taxes, for banking and merchant services. This increase is needed to account for the addition of new locations within the City that accept credit cards, the increase in card usage by customers, and the anticipated amendment for a two year extension. This increase will bring the contract to a cumulative total of \$1,500,000, plus any applicable taxes.

STRATEGIC POLICY PRIORITY:

Through the safekeeping and timely deposit of City monetary assets, the contract promotes the following strategic policy of encouraging and promoting an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

BACKGROUND:

The City of Tacoma contracted with Wells Fargo Bank through Request for Proposals FI13-0360F. This RFP solicited for the most qualified firm that could perform banking (such as cash/check deposits, ACH/wire transfers, etc.) and/or merchant services (credit card processing and reconciling), while also coordinating over 200 million dollars in payments, including credit card fees associated with those payments, between the card companies and the City.

ISSUE: To provide a continued efficient and compliant option for depositing City funds and accepting credit card payments, we wish to extend the term of our current contract for banking and merchant services. However, with the continued increase in credit card usage and use of our first two-year extension, we have reached our original dollar threshold for the original contract. We need to increase the contract to allow for continued usage.

ALTERNATIVES: The alternative to increasing and extending the contract is to go back out to solicitation for services again. We do not recommend this option in order to avoid the cost of an interruption in service and the time, effort, and cost a new solicitation requires as well as a possible implementation of a new bank. In addition, Wells Fargo has provided great service during the term of the current contract. Continuing with the current contract as originally written is the preferred option.

**COMPETITIVE SOLICITATION:**

Request for Proposals Specification No. FI13-0360F opened August 27, 2013. The City invited seven companies to submit proposals in addition to normal advertising of the project. The City received four submittals.

Contract History: This contract was a result of Request for Proposals Specification No FI13-0360F to Wells Fargo Bank, N.A. in January 2014. The original contract award was \$880,000 for a six-year term through December 31, 2019, with two two-year renewals.

FISCAL IMPACT:**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
0010 General Fund for:	598506	5310100	\$620,000
TPU CUST SVS ADMIN			
TPU CUST SVS LOBBY			
TELE – CLICK			
ES SOLID WASTE			
FIN TREASURY			
LIBRARY ADMIN			
FIN TAX & LICENSE			
MUNI COURT			
TVE BUS ADMIN			
TVE TAC PARKING			
TFD EMS BILLING			
CCOP – TVE GTCC			
ES WASTEWATER			

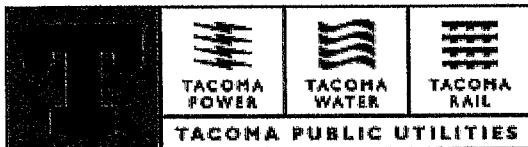
REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Assessments	652000	5950001	\$620,000
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 75,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes



RESOLUTION NO.: U-11117
ITEM NO.: 2
MEETING DATE: 11/13/2019

TO: Board of Contracts and Awards
FROM: Martha Lantz, Deputy City Attorney, City Attorney's Office
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Samol Hefley Finance/Purchasing
SUBJECT: **Increase Contract** to Legal Services and Support Agreement, Authorization of Direct Negotiation Contract No. 4600013609
Requested Utility Board Date: November 13, 2019
DATE: October 16, 2019

RECOMMENDATION SUMMARY:

City of Tacoma Legal Department requests approval to increase the Legal Services Agreement Contract 4600013609, with Best Best & Krieger LLP, Los Angeles, CA by \$100,000, plus any applicable taxes, for services related to Click! Network. This increase will bring the contract to a cumulative total of \$300,000, plus any applicable taxes.

BACKGROUND:

Gail Karish of Best Best & Krieger, LLP has been representing the City in connection with the FCC regulatory compliance, transmission consent, emerging telecommunications law, internet service, and use policies as a retail provider. She is familiar with the issues facing the City of Tacoma as they relate to Click! Network, and the need for her services under the Agreement are ongoing, such that the City and Best Best & Krieger desire to amend the Agreement in order to increase the compensation allowed under the Agreement.

ISSUE: The City has need of ongoing legal services related to Click! Network, in connection with the process of determining Click!'s future and other related legal advice associated with Click!.

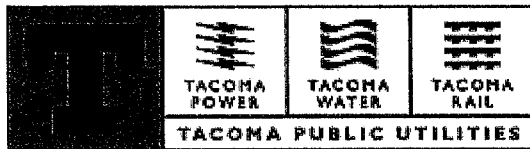
ALTERNATIVES: The alternative would be to discontinue the relationship with Gail Karish as of the date that funding under her contract was exhausted and either enter into a new, directly negotiated agreement with her and her firm, retroactive to the date the funding expired under the existing agreement or to obtain alternative legal representation from another firm and another attorney. Neither is a viable or efficient alternative as Tacoma Power is working on a tight deadline to complete numerous matters related to Click! and Ms. Karish and her firm bring longstanding familiarity and expertise to matters related to Click!

COMPETITIVE ANALYSIS:

Direct Negotiation/waiver of further competitive solicitation for amendments to the original contract was approved by authorized personnel on October 15, 2018.

CONTRACT HISTORY: This contract was originally awarded to Best Best & Krieger, LLP as a result of Authorization of Direct Negotiation in October 2018. This increase will bring the contract to a cumulated total of \$300,000.

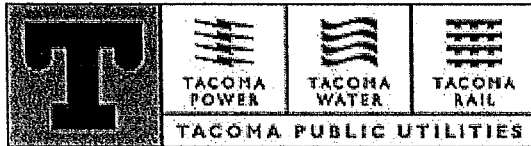
SBE/LEAP COMPLIANCE: Not applicable.



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$100,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A



RESOLUTION NO.: U-11117
ITEM NO.: 3
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards

FROM: Chris Robinson, Power Superintendent, Tacoma Power
Chris Mattson, Generation Manager, Tacoma Power
Eric Shoblom, Natural Resources Specialist III, Tacoma Power/Generation

COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Samol Hefley, Finance/Purchasing

SUBJECT: Bird Hazing at Cowlitz Trout Hatchery
Request for Bids Specification No. PG19-0282F – November 13, 2019

DATE: October 23, 2019

RECOMMENDATION SUMMARY:

Tacoma Power/Generation recommends a contract be awarded to Loomacres Inc., Cobleskill, New York, for Bird Hazing at the Cowlitz Trout Hatchery, in the amount of \$151,960.00, plus applicable taxes, for an initial contract term of one year with two, one year extensions for a projected contract amount of \$469,693.16.

BACKGROUND:

One third of the surface of The Cowlitz Trout Hatchery Rearing Lakes is covered by netting, while the remainder is open. The open areas have had additional deterrents added recently, but bird predation continues to be a problem. Bird hazing has occurred at the rearing lakes for a number of years, significantly decreasing the number of hatchery fish removed by birds.

Loomacres Inc. was selected to continue providing hazing services at the Cowlitz Trout Hatchery Rearing Lakes. They have provided bird hazing services across the U.S. at many other aquaculture facilities and some of the biggest airports in the country. They were identified as one of the only companies in the country that can provide this level of services backed by the many years experience that Loomacres can provide.

A one year contract was established with Loomacres in 2018 to cover the gap in services before putting a long term contract in place.

ISSUE: Bird predation at the Cowlitz Trout Hatchery has been an ongoing issue. There have been years in the past that fish release goals have not been met due to bird predation at the rearing lakes. When hazing occurs, bird presense decreases substantially, therefore, reducing the number of fish eaten.

ALTERNATIVES: An alternative would be to cover the remaining two thirds of each pond immediately. However the Cowlitz Trout Hatchery is about to start a major rebuild after many years of necessary projects to keep the hatchery operating. One of the areas that is currently in the research phase is the rearing lakes. Installing additional netting on the current lakes would provide immediate protection from predators but would strand resources as the new



netting system would be obsolete once the ponds are remodeled. We recommend continuing to contract hazing services as an interim measure, research the best design for the lakes, and completely cover the rebuilt lakes in their new configuration.

COMPETITIVE SOLICITATION:

Request for Proposals Specification No. PG19-0282F was opened August 16, 2019. Eight companies were invited to bid in addition to normal advertising of the project. Two submittals were received.

Submittals were evaluated and scored by a Selection Advisory Committee (SAC) and below are the resulting scores of the submittals based on each criteria's total points. All scores were calculated, resulting in the ranking of the two vendors.

The table below reflects the amount of the total award.

<u>Respondent</u>	<u>Location</u>	<u>Score</u>
Loomacres Incorporated	Cobleskill, NY	84
Mount Hood Environmental	Boring, OR	67

CONTRACT HISTORY: New Contract

SBE/LEAP COMPLIANCE: Not applicable

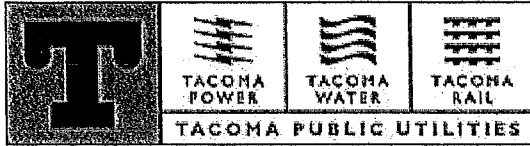
FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Cowlitz Trout Hatchery Operations	10000091787	565700	\$469,693.16
TOTAL			\$469,693.16

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$469,693.16

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. NA

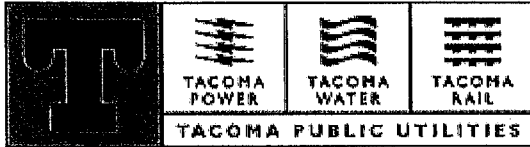
Chris Robinson, Power Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

Proposal Evaluation Form
Cowlitz Trout Hatchery Hazing
PG19-0282F

Criteria	Maximum Points	Mt Hood Environmental	Loomacres Inc
First Year Bid (Mt Hood only submitted one year bid)		\$164,186	\$151,960
Cost	15	11	14
Experience	15	7	15
Staff and Availability	15	13	14
Project Plan	25	20	21
Project Evaluation Method	20	17	16
Small Business Enterprise	5	0	0
Sustainability Efforts	5	0	4
TOTAL (0-100 pts)	100	68	84



RESOLUTION NO.: U-11117
ITEM NO.: 4
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, PE, Transmission and Distribution Manager
Joe Parris, Transmission and Distribution Contract Program Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Increase Contract for Distribution Wood Poles
Request for Bids Specification No. PT18-0083F, Contract No. 4600013350 – November 13, 2019
DATE: October 30, 2019

RECOMMENDATION SUMMARY:

Tacoma Power requests approval to increase Contract No. 4600013350, to McFarland Cascade Holdings, Inc., Tacoma, WA, by \$525,000.00, plus any applicable taxes, for the purchase of treated wood poles on an as needed basis. This increase will bring the contract to a cumulative total of \$1,592,830.06, plus any applicable taxes.

BACKGROUND:

This contract is for the supply of wood poles 35 feet through 60 feet in length on an as needed basis. Wood poles are managed by the Power Warehouse as an inventory material. Usage includes requirements for new construction, maintenance, relocation of distribution lines, and pole replacements required by the wood pole inspection and treatment program.

ISSUE: The original estimate was for a one-year contract term. In February 2019, McFarland Cascade Holdings, Inc. agreed to renew the contract for one additional year at the same prices, terms and conditions. Original projections for pole replacement requirements for the wood pole inspection and treatment program was 45 to 50 poles per month. Current usage is approximately 75 to 80 pole replacements per month. This increase is necessary to provide for the continued supply of distribution wood poles through the second year of the contract.

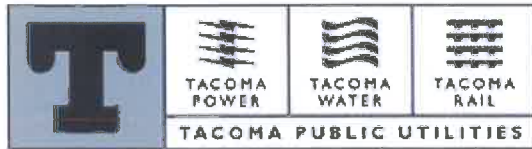
ALTERNATIVES: Tacoma Power could conduct a new solicitation for distribution wood poles. This would likely result in higher costs as the current contract is valid through June 2020 at the same prices, terms and conditions offered in the initial award from 2018.

COMPETITIVE SOLICITATION:

Request for Bids Specification No. PT18-0083F was opened April 3, 2018. Four companies were invited to bid in addition to normal advertising of the project. One submittal was received and a contract was awarded to the only bidder, McFarland Cascade Holdings, Inc.

CONTRACT HISTORY: This contract was originally awarded to McFarland Cascade Holdings, Inc. as a result of Request for Bids Specification No. PT18-0083F in June 2018. The original contract was in the amount of \$867,830.06 for a one-year term through June 29, 2019 as approved by Utility Board Resolution No. U-11007, dated May 23, 2018. The contract was extended through June 29, 2020 in February 2019 and administratively increased by \$200,000.00 to a cumulative total of \$1,067,830.06 in September 2019.

SBE/LEAP COMPLIANCE: Not applicable



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
2019/2020 Capital Outlay Budget			\$525,000.00
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$525,000.00

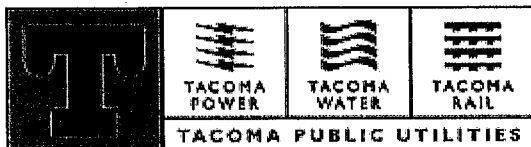
ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-1117
ITEM NO.: 5
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards
FROM: **Joseph A. Wilson, Transmission & Distribution Manager**
Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Doreen Klaaskate, Finance/Purchasing
SUBJECT: Purchase of Vactor HXX Truck Body
Sourcewell Contract No. 0122017-FSC – November 13, 2019
DATE: October 24, 2019

RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to Owen Equipment Company, Portland, OR, for purchase of one new Vactor model HXX truck body, in the amount of \$363,016.00, plus applicable taxes.

BACKGROUND:

This Sourcewell contract includes various models of Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies. The Vactor truck body will be installed on a new City-owned chassis to make a completed unit. For this type of heavy-duty equipment, the replacement criterion has been set to ten years or 100,000 miles. This is a very general guideline and Fleet Services works with the assigned workgroup to determine the actual replacement schedule based on use, specific maintenance issues, changes in technology, changes in work needs, etc. The vehicle getting replaced is a 2008 model and will be sold at public auction using City surplus procedures.

ISSUE: The new vehicle will be assigned to Tacoma Power's Transmission & Distribution Line group to use for various maintenance and construction projects and fulfilling work responsibilities throughout our service area to include outlying site locations. The Line crews use the Vactor trucks daily for tasks such as excavations to set new poles (holes can be up to 3' in diameter and 6' to 11' deep); excavate trenches and "pot holing" (digging test holes to determine horizontal/vertical location of existing utilities). Vactor trucks are also used to clean catch basins of debris to assist in preventing storm drains from getting clogged and to remove mud from TPU's decant flock tank. The new vehicle will replace an existing vehicle subject to Fleet replacement criteria, which addresses a combination of mileage, age, mechanical condition, and job suitability.

ALTERNATIVES: Not replacing this equipment, which has reached its useful life and is no longer cost effective to maintain, runs the risk of equipment failure or breakdown. In the event of the equipment not being operational when required or alternatively, we would have to locate a rental and may not find the proper equipment available which could delay project schedules.

COMPETITIVE SOLICITATION

Sourcewell Contract No. 0122017-FSC is a competitively solicited contract valid February 20, 2018 through February 20, 2022 with the option to extend for an additional one-year term. Sourcewell conducted a Request for Proposals, Specification No. 122017 and 14 submittals were received on December 21, 2017.



This contract meets Tacoma's competitive solicitation requirements by means of a cooperative purchasing agreement with Sourcewell. Purchasing through this cooperative contract provides the City increased savings by pooling resources to leverage the market through volume discounts.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Not applicable.

FISCAL IMPACT:

Funds for this are available in the 2019-2020 budget of the Department of Public Utilities for the Power Division and the Fleet Services Fund.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services			\$363,016.00
TOTAL			\$363,016.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

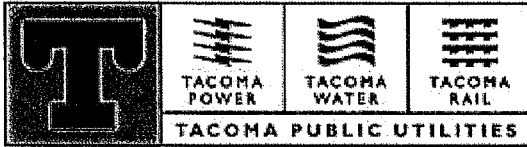
FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$363,016.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes


Chris Robinson, Power Superintendent

APPROVED:

Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11117
ITEM NO.: 6
MEETING DATE: November 13, 2019

TO: Board of Contracts and Awards
FROM: Christopher Mattson, Generation Section Manager, Tacoma Power
Jessica Knickerbocker, Engineering Manager, Tacoma Power/Generation
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Samol Hefley, Finance/Purchasing
SUBJECT: Kosmos Mill Oil Cleanup Consultant Services Contract Increase, Architectural and Engineering (A&E) Roster, Contract No. CW2231783 Hart Crowser Contract – November 13, 2019
DATE: November 1, 2019

RECOMMENDATION SUMMARY:

Tacoma Power's Generation Section requests approval to increase CW2231783 with Hart Crowser, Inc., Seattle, WA, by \$100,000, plus any applicable taxes, for the investigation and characterization of the discovered oil seep in the Kosmos Flats area and to provide appropriate cleanup alternatives that will remediate the site to meet applicable cleanup standards. This increase will bring the contract to a cumulative total of \$289,000, plus any applicable taxes.

BACKGROUND:

Over 50 years ago the townsite of Kosmos and the mill were purchased by TPU, abandoned and razed for the construction of Mossyrock dam and the Riffe Lake reservoir. In 1992, underground storage tanks within the town and mill sites were discovered and then cleaned up by Tacoma. During that cleanup, a tank with Bunker C oil was discovered and remediated within the mill area. The area was re-opened to the public and is routinely inspected.

In April of this year, a heavyweight, slow-moving material – Bunker C oil – was discovered seeping out of an eroded bank along a 170 foot long section of Rainy Creek that is tributary to Riffe Lake in Lewis County. The seep was reported to the Washington State Department of Ecology. Tacoma Power has since been taking steps to investigate and plan remediation.

ISSUE: Hart Crowser will complete an investigation and characterization of this oil seep that was discovered within the area of the former Kosmos industrial mill. The purpose of this investigation is to better understand the source and extent of the seep, and to provide appropriate cleanup alternatives that will remediate the site and meet applicable cleanup standards.

We are working to resolve this issue as quickly as possible. Given the amount of the original contract and the time required to amend contracts, this request for a contract amendment is intended to give us flexibility during the field investigation portion of this work. In the event that it is discovered that the contamination extends further than anticipated, the additional funds will be used to expand the exploration limits and better determine the full extent.

ALTERNATIVES: We evaluated mobilizing construction equipment and rushing directly into cleanup of the area. This approach is commonly referred to "dig and chase," meaning one excavates until all of the contaminated material is removed. It was determined that this approach was risky due to the unknown limits of contamination, the known presence of cultural resources, and the inability to adequately plan, permit and budget for this work.



COMPETITIVE SOLICITATION:

Hart Crowswer, Inc was selected using the Citywide Architectural and Engineering (A&E) Roster. Three companies were selected from the A&E roster and subsequently evaluated to find the most qualified consultant for this project. This evaluation process resulted in Hart Crowswer, Inc. being selected. The following summarizes the ranking of the firms evaluated.

<u>Respondent (RFQ)</u>	<u>Location (city and state)</u>	<u>Score</u>
HART CROWSER, INC	Seattle, WA	1
ROBINSON NOBLE INC	Tacoma, WA	2
LANDAU ASSOCIATES INC	Edmonds, WA	2

CONTRACT HISTORY: This contract was originally awarded to Hart Crowswer, Inc with a budget of \$189,000.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund 2019/2020			\$289,000
TOTAL			\$289,000

* General Fund: Include Department

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 289,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

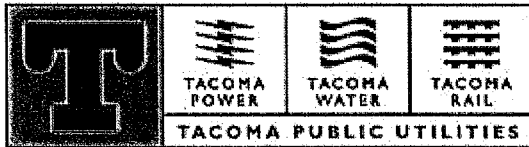
IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

This project was not originally budgeted. Extraordinary Maintenance funds are being made available in the current biennium to cover this investigation

APPROVED:


Chris Robinson, Power Superintendent


Jackie Flowers, Director of Utilities



RESOLUTION NO.: 0-11117
ITEM NO.: 7
MEETING DATE: 11-13-19

TO: Board of Contracts and Awards
FROM: Chris Robinson, General Manager, Tacoma Power
Travis Metcalfe, Assistant Power Section Manager, Tacoma Power/PSS
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Alex Clark, Purchasing
SUBJECT: Increase contractual limit for subscription software service with BOARD
Americas, Inc.
Contract No. CW2222870 – November 13, 2019.
DATE: October 29, 2019

RECOMMENDATION SUMMARY:

Tacoma Power requests approval to increase contract CW2222870 limit, to BOARD Americas, Inc., Boston, MA, by \$164,395, for payment of the 2019 invoice to BOARD. This increase will bring the contract to a cumulative total of \$364,395.

BACKGROUND:

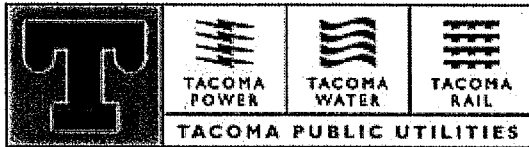
Tacoma Power has used BOARD, a subscription based software as a service tool, to effectively develop and report on budgeted revenues and expenditures during calendar year 2018 and 2019. Tacoma Power will not renew this agreement beyond 2019 because through the completion of a more recent evaluation process, a better product, through Adaptive Insights, has been identified as its successor. This will support better alignment across divisions as Tacoma Water and Tacoma Power will now be using the same budgeting tool.

ISSUE: In March 2018, prior to the decision to align the budgeting processes using the Adaptive Insights tool, Tacoma Power added an additional number of BOARD licenses to allow all necessary staff to use the tool while in developing the 2019/2020 budget. The BOARD tool was successfully used by all 104 licensed users in the development and reporting of the biennial budget for 2019/2020. However, this increase in licenses caused the contract to exceed \$200,000 during the second year of the agreement. The invoice for the second year of the service requires Public Utility Board approval to pay.

Tacoma Power has received an invoice for the second year of the agreement that must be paid, but requires PUB approval in that the invoice raises the value of the contract over the \$200,000 threshold. Although Tacoma Power will not continue to use the BOARD tool beyond 2019, the terms of the contract create a binding legal obligation for payment of the existing license fees. These fees are based on the number of full number of licenses authorized in 2018 through the entirety of 2019.

ALTERNATIVE: There is not a true alternative to increasing the contract. Tacoma Power is legally obligated to pay the 2019 invoice and, absent the increase to the contract, Tacoma Power lacks authority to make the payment.

CONTRACT HISTORY: After completion of an extensive six-month evaluation and selection process, Tacoma Power received authorization to directly negotiate with BOARD America's, Inc.



for a two-year contract on December 13, 2017. The initial contract was executed on January 17, 2018 with a limited number of licenses (20) while the product was developed and piloted across the Power division. After the completion of a successful pilot, the contract was amended to add additional licenses (bringing the total number of users to 104) on March 15, 2018. The total cost of the first year of the agreement in 2018 was prorated to reflect the March date and cost \$172,635. The second year of the subscription software service agreement for calendar year 2019 is \$191,760.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700: Power Shared Services	560202	5412030	\$191,760
TOTAL			

* General Fund: Include Department

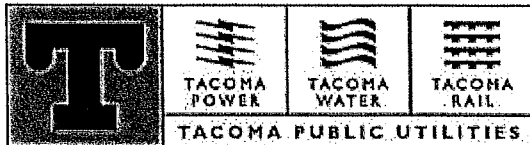
REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 191,760

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A



RESOLUTION NO.: U-11117
ITEM NO.: 8
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards
FROM: Craig Downs, Interim Water Quality Manager, Tacoma Water *CD*
Kim DeFolo, Principal Engineer, Tacoma Water/Water Quality
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Water Treatment Chemical Supply for 2020
Request for Bids Specification No. WQ19-0329F, Contract No. CW2232497,
CW2232499, CW2232507, CW2232509, CW2232511, CW2232513 – November
13, 2019
DATE: October 30, 2019

RECOMMENDATION SUMMARY:

Tacoma Water recommends contracts be awarded to six low bidders for the supply of water treatment chemicals for a contract term of the 2020 calendar year with no option for renewal. The cumulative total for the six contracts is \$1,425,135.00, plus any applicable taxes.

- **Cascade Columbia Distribution Co., Seattle, WA** (CW2232497) for \$229,500.00 (sales tax not applicable)
- **Northstar Chemical, Sherwood, OR** (CW2232513) for \$590,000.00 (sales tax not applicable)
- **JCI Jones Chemicals, Inc., Tacoma, WA** (CW2232499) for \$228,000.00 (sales tax not applicable)
- **Hasa, Inc., Saugus, CA** (CW2232511) for \$40,375.00 (sales tax not applicable)
- **Chemtrade Chemicals US LLC, Parsippany, NJ** (CW2232507) for \$224,400.00 (plus applicable sales tax)
- **Kemira Water Solutions, Inc., Lawrence, KS** (CW2232509) for \$112,860.00 (plus applicable sales tax)

BACKGROUND:

ISSUE: Contracts are awarded each year for water treatment chemicals, which are delivered in bulk to the Green River Filtration Facility in Ravendale and Hood Street Reservoir in Tacoma. Water treatment chemicals provide fluoridation, pH adjustment, and disinfection of the Green River water and South Tacoma groundwater. Chemicals are also required for pretreatment of the Green River supply prior to filtration.

ALTERNATIVES: Water treatment chemicals must be purchased by Tacoma Water or the drinking water supply will not be in compliance with Federal and State drinking water regulations. The current chemicals were selected during facility design as the most operationally suitable and cost-effective options for Tacoma Water; alternate chemicals cannot be purchased at this time without additional capital expenditures.

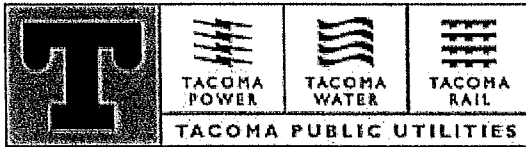
COMPETITIVE SOLICITATION:

Request for Bids Specification No. WQ19-0329F was opened October 8, 2019. Eighteen companies were invited to bid in addition to normal advertising of the project. Seven submittals were received.



The table below reflects the amount of the total award for each line item.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
Item 1a – Fluorosilicic Acid (Green River Filtration Facility)			
Cascade Columbia Distribution Co.	Seattle, WA	\$204,000.00	\$204,000.00
Univar Solutions USA Inc.	Kent, WA	\$208,000.00	\$208,000.00
Item 1b – Fluorosilicic Acid (Hood Street Reservoir)			
Cascade Columbia Distribution Co.	Seattle, WA	\$25,500.00	\$25,500.00
Univar Solutions USA Inc.	Kent, WA	\$26,000.00	\$26,000.00
Item 2 – 50% Sodium Hydroxide (Green River Filtration Facility)			
Northstar Chemical	Sherwood, OR	\$530,000.00	\$530,000.00
JCI Jones Chemicals, Inc.	Tacoma, WA	\$548,000.00	\$548,000.00
Univar Solutions USA Inc.	Kent, WA	\$589,000.00	\$589,000.00
Cascade Columbia Distribution Co.	Seattle, WA	\$658,000.00	\$658,000.00
Item 3 – 25% Sodium Hydroxide (Hood Street Reservoir)			
Northstar Chemical	Sherwood, OR	\$60,000.00	\$60,000.00
JCI Jones Chemicals, Inc.	Tacoma, WA	\$63,500.00	\$63,500.00
Cascade Columbia Distribution Co.	Seattle, WA	\$71,000.00	\$71,000.00
Univar Solutions USA Inc.	Kent, WA	\$72,000.00	\$72,000.00
Item 4a – Sodium Hypochlorite (Primary Supply)			
JCI Jones Chemicals, Inc.	Tacoma, WA	\$228,000.00	\$228,000.00
Hasa, Inc.	Saugus, CA	\$242,250.00	\$242,250.00
Cascade Columbia Distribution Co.	Seattle, WA	\$351,000.00	\$351,000.00
Item 4b – Sodium Hypochlorite (Back-up Supply)*			
JCI Jones Chemicals, Inc.	Tacoma, WA	\$38,000.00	\$38,000.00
Hasa, Inc.	Saugus, CA	\$40,375.00	\$40,375.00
Cascade Columbia Distribution Co.	Seattle, WA	\$58,500.00	\$58,500.00
*The sodium hypochlorite back-up supplier cannot be the primary supplier per the specification requirements.			
Item 5 – Aluminum Sulfate			
Chemtrade Chemicals US LLC	Parsippany, NJ	\$224,400.00	\$224,400.00
Item 6 – Aluminum Chlorohydrate			
Kemira Water Solutions, Inc.	Lawrence, KS	\$112,860.00	\$112,860.00
Chemtrade Chemicals US LLC	Parsippany, NJ	\$201,600.00	\$201,600.00



Pre-bid Estimate: \$1,600,000.00

The recommended award is 11 percent below the pre-bid estimate.

CONTRACT HISTORY: New contracts

SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 – Water Fund 2019/2020	583200/588320/ 583100	5216070	\$1,425,135.00
TOTAL			\$1,425,135.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$1,425,135.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

RD Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

TABULATION OF BIDS

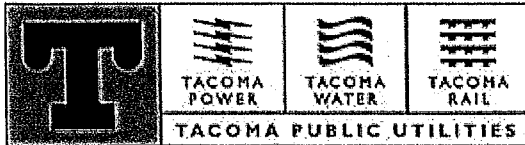
OPENING DATE: October 8, 2019

Department: Water Quality

QUANTITY	DESCRIPTION	PURCHASE ORDER NUMBER:		CITY, STATE:	ESTIMATED DELIVERY DATE:	VENDOR:	Hasa, Inc. Saugus, CA	Chemtrade Chemicals US LLC Parsippany, NJ	Univar Solutions USA Inc. Kent, WA
		VENDOR:	CITY, STATE:						
	ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED								
400 Wet tons	1a. 23-26% Fluorosilicic Acid (Green River Filtration Facility)								\$ 208,000.00
50 Wet tons	1b. 23-26% Fluorosilicic Acid (Hood Street Reservoir)								\$ 26,000.00
1000 Dry tons	2. 50% Membrane-grade Sodium Hydroxide solution (Green River Filtration Facility)								\$ 520.00
100 Dry tons	3. 25% Membrane-grade Sodium Hydroxide solution (Hood Street Reservoir)								\$ 589,000.00
300,000 Gallons	4a. 12-15% (NaOCl by weight) Sodium Hypochlorite - Primary Supply						\$ 0.8075		\$ 720,000.00
50,000 Gallons	4b. 12-15% (NaOCl by weight) Sodium Hypochlorite - Back-up Supply						\$ 0.8075		\$ 720,000.00
600 Dry tons	5. 47-49% (Al ₂ (SO ₄) ₃ ·14H ₂ O) Aluminum Sulfate								\$ 201,600.00
180 Tons	6. Aluminum Chlorohydrate								\$ 482,636.00
	SUBTOTAL:						\$ 282,625.00	\$ 426,000.00	\$ 895,000.00
	TAX (8.6% on Items 5 and 6 only):						\$ -	\$ 36,636.00	\$ -
	ACTUAL NET PRICE:						\$ 282,625.00	\$ 482,636.00	\$ 895,000.00

QUANTITY	DESCRIPTION	ESTIMATED DELIVERY / TAX RATE:	VENDOR: CITY, STATE:	Northstar Chemical Sherwood, OR	Cascade Columbia Distribution Co. Seattle, WA	JCI Jones Chemicals, Inc. Tacoma, WA
	ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED					
400 Wet tons	1a. 23-26% Fluorosilicic Acid (Green River Filtration Facility)			\$ 510.00	\$ 204,000.00	
50 Wet tons	1b. 23-26% Fluorosilicic Acid (Hood Street Reservoir)			\$ 510.00	\$ 25,500.00	
1000 Dry tons	2. 50% Membrane-grade Sodium Hydroxide solution (Green River Filtration Facility)	\$ 530.00		\$ 530,000.00	\$ 658,000.00	\$ 548,000.00
100 Dry tons	3. 25% Membrane-grade Sodium Hydroxide solution (Hood Street Reservoir)	\$ 600.00		\$ 60,000.00	\$ 71,000.00	\$ 63,500.00
300,000 Gallons	4a. 12-15% (NaOCl by weight) Sodium Hypochlorite - Primary Supply			\$ 1.17	\$ 351,000.00	\$ 278,000.00
50,000 Gallons	4b. 12-15% (NaOCl by weight) Sodium Hypochlorite - Back-up Supply			\$ 1.17	\$ 58,500.00	\$ 38,000.00
600 Dry tons	5. 47-49% (Al ₂ (SO ₄) ₃ *14H ₂ O) Aluminum Sulfate					
180 Tons	6. Aluminium Chlorohydrate					
	SUBTOTAL:	\$ 590,000.00		\$ 590,000.00	\$ 1,368,000.00	\$ 877,500.00
	TAX (8.6% on Items 5 and 6 only):	\$		\$	\$	\$
	ACTUAL NET PRICE:	\$ 590,000.00		\$	\$ 1,368,000.00	\$ 877,500.00

Preparer: Kim DeFolo



RESOLUTION NO.: U-11117
ITEM NO.: 9
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards
FROM: Craig Downs, Interim Water Quality Manager, Tacoma Water ^{wp}
Kim DeFolo, Principal Engineer, Tacoma Water/Water Quality
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Carbon Dioxide Supply for the Green River Filtration Facility
Request for Proposals Specification No. WQ19-0331F, Contract No. CW2232594
– November 13, 2019
DATE: October 30, 2019

RECOMMENDATION SUMMARY:

Tacoma Water recommends a contract be awarded to Praxair, Inc., Burr Ridge, IL, for carbon dioxide supply and technical service, in the amount of \$92,500.00, plus applicable taxes, for an initial contract term of one year with the option to renew for four additional one-year renewal periods, for an estimated projected contract amount of \$462,500.00, plus applicable taxes.

BACKGROUND:

ISSUE: Carbon dioxide is required at the Green River Filtration Facility for pretreatment of the water prior to filtration. Carbon dioxide is used to adjust the pH and increase the alkalinity of the Green River water. Routine carbon dioxide deliveries are required throughout the year. Onsite technical service may also be requested from the carbon dioxide supplier.

ALTERNATIVES: If carbon dioxide were not purchased by Tacoma Water, Green River Filtration Facility operations would be complicated and the drinking water supply may not be in compliance with Federal and State drinking water regulations. The use of carbon dioxide for pH and alkalinity adjustment was selected during facility design as the most operationally suitable and cost-effective option for Tacoma Water; alternate chemicals cannot be purchased at this time without additional capital expenditures.

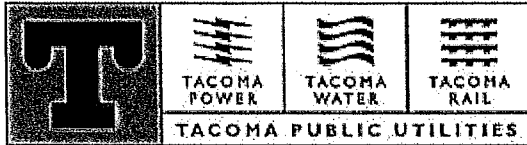
COMPETITIVE SOLICITATION:

Request for Proposals Specification No. WQ19-0331F was opened October 8, 2019. Five companies were invited to bid in addition to normal advertising of the project. One submittal was received. A Selection Advisory Committee (SAC) evaluated the proposal based on onsite technical service process/pricing, facility location and supply chain, references and past performance, Carbon Dioxide unit price, and SBE status. The SAC found Praxair, Inc. to be a qualified proposer.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score (out of 100)</u>
Praxair, Inc.	Burr Ridge, IL	95

Pre-bid Estimate: \$100,000.00 (first year)
The recommended award is 7.5 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract



SBE/LEAP COMPLIANCE: The evaluation criteria included an award of 5 points for SBE firms.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 – Water Fund 2019/2020	583200/588320	5216070	\$92,500.00
4600 – Water Fund 2021/2022	583200/588320	5216070	\$185,000.00
4600 – Water Fund 2023/2024	583200/588320	5216070	\$185,000.00
TOTAL			\$462,500.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$92,500.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

pd Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

Requisition #:

TABULATION OF BIDS

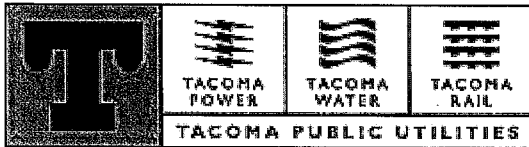
SPECIFICATION NO: WQ19-0331F

Department: Water Quality

OPENING DATE: October 8, 2019

PURCHASE ORDER NUMBER:				Praxair, Inc. Burr Ridge, IL	
QUANTITY	DESCRIPTION	ESTIMATED DELIVERY	TAX RATE:	0.00%	
ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED					
650 TON 40 HR	1 - Carbon Dioxide delivered to the Green River Filtration Facility			\$130.00	\$84,500.00
	2 - Labor rate for as-needed onsite technical service			\$200.00	\$8,000.00
	SUBTOTAL:				\$92,500.00
	TAX:				\$0.00
ACTUAL NET PRICE:					\$92,500.00

Preparer: Kim DeFolo



RESOLUTION NO.: U-11117
ITEM NO.: 10
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards
FROM: Stuart Vaughan, Interim Water Supply Manager *SV*
Jen Otis, Professional Engineer, Tacoma Water Supply
COPY: Public Utility Board, Jackie Flowers, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Engineering Services for Bonney Lake 950 Zone Tank/1010 Zone Pump Station
RFQ Specification No. WS19-0093F, Contract No. CW2231182 – November 11,
2019
DATE: October 30, 2019

RECOMMENDATION SUMMARY:

Tacoma Water recommends a contract be awarded to RH2 Engineering, Inc., Bothell, WA for Engineering design services for the Bonney Lake 950 Zone Tank/1010 Zone Pump Station in the amount of \$663,200.00 plus applicable taxes, for a contract term to terminate 12/31/2020.

BACKGROUND:

Tehaleh is a planned development served by Tacoma Water located in Pierce County just south of Bonney Lake. Water is currently provided to this expansive community through a closed-loop pump station which will not be adequate for future demands. Home construction continues to increase at a steady rate, increasing system demands that increase risks associated with a pump station failure. In response to this rapid growth, Tacoma Water approved to move the completion of the planned tank and pump station infrastructure to 2022 rather than 2025 as originally budgeted.

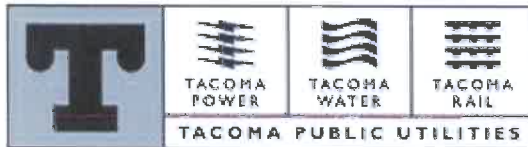
Tacoma Water advertised for a consulting firm to design this infrastructure, to assist with permitting, contractor selection and potentially to assist with construction and commissioning.

ISSUE: Tacoma Water requires engineering services to design the aforementioned infrastructure to expedite construction as we do not have the internal resources available to design the infrastructure.

ALTERNATIVES: Tacoma Water could design the tank and pump station but due to the site constraints would still need additional contracting for engineering expertise not covered by Tacoma Water resources. This alternative would also delay construction as Tacoma Water engineering design staff resources are limited.

COMPETITIVE SOLICITATION:

RFQ Specification No. WS19-0093F was opened 6/18/2019. No additional companies were invited to bid beyond the normal advertising of the project. Submittals were received. A Selection Advisory Committee (SAC) convened to evaluate the qualifications of each firm. Each firm was evaluated on the following criteria:



Criteria	Points
Record of Successful Past Performance on Similar Projects	40
Technical Qualifications and Key Staff Qualifications	30
Relevance and Suitability of the Project Approach to the Scope of Work	10
Responsiveness of the Project Team Organization	10
Clarity & Quality of Written Materials	5
SBE Questionnaire	5

RH2 and Murraysmith scored within a predetermined 5 point threshold that requires an interview for final candidate choice. Interviews with Murray Smith and RH2 were held on 7/23/2019. Post interview, RH2 was selected unanimously by the SAC as the most qualified.

<u>Respondent RFQ</u>	<u>Location</u> (city and state)	<u>Score</u>
RH2 Engineering, Inc.	Bothell, WA	256
MurraySmith	Tacoma, WA	257
Gray and Osborne, Inc.	Seattle, WA	225

CONTRACT HISTORY: New Contract.

SUSTAINABILITY: Respondents were required to demonstrate sustainable methods incorporated into their services as part of the evaluation process.

SBE/LEAP COMPLIANCE: Not applicable

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 13-WC 2013 Bond Fund	WTR-00625 (various)	5330100	\$663,200.00
TOTAL			\$663,200.00



REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 13-WC 2013 Bond Fund	586313	6311163	\$663,200.00
TOTAL			\$663,200.00

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$663,200.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

A handwritten signature in blue ink, appearing to read 'SDW', is positioned above the name Scott Dewhirst.

Scott Dewhirst, Water Superintendent

APPROVED:

A handwritten signature in blue ink, appearing to read 'Jackie Flowers', is positioned above the name Jackie Flowers.

Jackie Flowers, Director of Utilities

SAC Scoring Results Report for RFW WS19-0093F

On June 7, 2019 the SAC team met to score candidates based on their SOQ submittals. It consisted of Jen Otis, Glen George, Kim DeFolo, Jesse Angel, Rob Walker, Duc Vuong. The scoring was based on the criteria made available in the RFQ specification. At final tally, if any respondents fell within 5 points of the highest scoring firm, they would be still considered for selection and interviews will be held to determine who will be awarded the contract. Should interviews be held, the finalist would be determined by consensus of the entire SAC group.

The scoring sheet is shown below:

CRITERIA	Max points	RH2	G&O	MS
Record of successful past performance on similar projects	40			
From Submittal Document	10			
From References (leave blank if you did not call)	30			
Technical Qualifications and Key Staff Qualifications	20			
Relevance and Suitability of the Project Approach to the Scope of Work.	15			
Responsiveness of the Project Team Organization	15			
From Submittal Document	5			
from references (leave blank if you did not call)	10			
Clarity and Quality of Written Materials	5			
SBE Questionnaire filled out, yes 5, no 0	5			

Unfortunately, the Independence Day holiday and subsequent vacations from references and SAC team meetings resulted in only 1 reference check being completed, despite all contacts being called. All firms were awarded 30 points for references in record of past performance and 10 points for references in team responsiveness so they were negated from scoring in this meeting. Jesse Angel opted out of this most of this scoring session because he didn't feel he knew enough to give a fair score. Here is a photograph of the collection of score from the whiteboard:

Category	Criteria	RH2	G&O	MS	Other
Past Performance	Jen	9	10	8	
	Duc	10	10	10	
	Kim	10	10	10	
	Rob	8	10	10	
	Glen	8	10	10	
	Jesse	8	10	10	
Team Responsiveness	Jen	11	17	18	
	Duc	10	17	18	
	Kim	10	17	18	
	Rob	10	17	18	
	Glen	10	17	18	
	Jesse	10	17	18	
Clarity and Quality of Written Materials	Jen	4	4	4	
	Duc	5	5	5	
	Kim	5	5	5	
	Rob	5	5	5	
	Glen	5	5	5	
	Jesse	5	5	5	
SBE Questionnaire	Jen	5	5	5	
	Duc	5	5	5	
	Kim	5	5	5	
	Rob	5	5	5	
	Glen	5	5	5	
	Jesse	5	5	5	
Total		256	225	257	

RH2 and Murraysmith were averaged 3 different ways and were still within the 5 point threshold so interviews were requested. Specific questions were determined before the close of the meeting to have the teams present.

On 7/23/2019, interviews were held with MurraySmith and RH2. Order of presentation was randomly selected. Each firm had 20 minutes to present on the predetermined questions and had a 25 minute Q&A session. The presentation items are listed below:

- We feel all SOQ respondents are qualified to manage the design of this project. Our Tacoma Water (TW) team values responsiveness and communication. We chose PMP certification as a requirement because it enhances communication through standardized project management approach. We appreciate the detail you put into your SOQ in regards to project management and team responsiveness. We are interested in what specific digital tools will be used to communicate between Tacoma Water and your firm. Some tools may not be entirely compatible with TW's available tools. Please elaborate if you see an issue. If it's not cost prohibitive, we may be interested in adopting/acquiring superior tools you may have in mind for the project, should you be the firm we select.
 - How will large files be relayed back and forth between organizations for review?
 - What project management software will be use?
 - What communication software/programs/hosts do you intend to use for digital meetings?
 - What software will you use for design?
 - Are there any other programs you might use outside of the standard MS office suite?
- Our project is time-sensitive. We must have construction complete in 2021/2022 biennium. Please elaborate on critical path items in the schedule you have provided and risks to scope/schedule/budget we could face up to the point of awarding the construction contract. If the schedule you provided in the original SOQ did not consider critical path criteria or events that require multiple city resources, you may provide us a one-page copy of a new schedule that will supersede the one in the submittal.
- You noted a key issue in your SOQ that relates to the proximity of homes to our utility site. We value our relationship with the community we serve. Please identify major challenges we could face during construction in this neighborhood and location and how we could possibly mitigate these challenges in the design or in the contract. This is your opportunity to show us you clearly understand all of the ways this Tank/PS (both during construction and in lifetime maintenance) impacts the residents in this location.

The SAC team deliberated and determined both firms are highly qualified to manage this work. We considered that MurraySmith performs our hydraulic model work and the existing relationship we have with them is positive and we enjoy working with them; however, based on our questions, RH2 had a slight edge with all SAC members because they included their permit specialist in the meeting to discuss permitting challenges in detail, had spoken with Pierce County planners in advance of the meeting and offered two different timeline schedules. They clearly identified issues the neighborhood including noise, vibration, dust and debris where MurraySmith did not. Overall, the firm showed a level of intuition that exceeds expectations.

Our SAC team unanimously selected RH2.

EXHIBIT B

Fee Estimate

Tacoma Water

Bonney Lake 950 Zone Tank/1010 Zone Pump Station

Preliminary Design, Design, Permitting, and Bidding

WS19-0093F

9/25/2019

Description	Total Hours	Total Labor	Total Subcontractor	Total Expense	Total Cost	Tank Design (%)	BPS Design (%)	Off-Site Utilities (%)	Tank Design	BPS Design	Off-Site Utilities
Phase 1 - Preliminary Design											
Task 1 Background Review and Project Kickoff	48	\$ 9,328	\$ -	\$ 361	\$ 9,689	45%	45%	10%	\$ 4,360	\$ 4,360	\$ 969
1.1 Review Relevant Background Data	26	\$ 4,746	\$ -	\$ 119	\$ 4,865				\$ -	\$ -	\$ -
1.2 Prepare Agenda, Organize, and Attend Kickoff Meeting	22	\$ 4,582	\$ -	\$ 242	\$ 4,824				\$ -	\$ -	\$ -
Task 2 Topographic Survey	64	\$ 11,610	\$ 15,525	\$ 1,170	\$ 28,305	33%	33%	33%	\$ 9,435	\$ 9,435	\$ 9,435
2.1 Coordinate with 1 Alliance Geomatics for Reservoir Survey	7	\$ 1,335	\$ 10,350	\$ 61	\$ 11,746				\$ -	\$ -	\$ -
2.2 Coordinate with 1 Alliance Geomatics for Off-Site Utilities Survey	7	\$ 1,335	\$ 5,175	\$ 61	\$ 6,571				\$ -	\$ -	\$ -
2.3 Attend Site Visit to Evaluate Survey	18	\$ 3,324	\$ -	\$ 266	\$ 3,590				\$ -	\$ -	\$ -
2.4 Review Survey Data and Perform Walkthrough	32	\$ 5,616	\$ -	\$ 783	\$ 6,399				\$ -	\$ -	\$ -
Task 3 Geotechnical Investigation and Reporting	72	\$ 15,880	\$ 8,625	\$ 830	\$ 25,135	40%	40%	20%	\$ 10,134	\$ 10,134	\$ 5,067
3.1 Review Existing Geotechnical Reports	10	\$ 2,310	\$ -	\$ 71	\$ 2,381				\$ -	\$ -	\$ -
3.2 Coordinate with a Driller to Perform Soil Borings	6	\$ 1,198	\$ 8,625	\$ 30	\$ 9,853				\$ -	\$ -	\$ -
3.3 Observe Excavation of Test Pits Near Reservoir and BPS	18	\$ 4,158	\$ -	\$ 232	\$ 4,390				\$ -	\$ -	\$ -
3.4 Prepare Geotechnical Memorandum	38	\$ 8,214	\$ -	\$ 498	\$ 8,712				\$ -	\$ -	\$ -
Task 4 Hydraulic Analysis	198	\$ 41,256	\$ -	\$ 3,532	\$ 44,788	45%	45%	10%	\$ 20,155	\$ 20,155	\$ 4,479
4.1 Confirm Existing Hydraulic Model is Up to Date	9	\$ 1,893	\$ -	\$ 143	\$ 2,036				\$ -	\$ -	\$ -
4.2 Utilize Demands to Determine Storage Requirements	10	\$ 2,062	\$ -	\$ 162	\$ 2,224				\$ -	\$ -	\$ -
4.3 Update Hydraulic Model, Confirm Sizing, and Identify Other Improvements	42	\$ 8,586	\$ -	\$ 723	\$ 9,309				\$ -	\$ -	\$ -
4.4 Perform Field Testing of Existing Prairie Ridge BPS Pumps	22	\$ 4,212	\$ -	\$ 431	\$ 4,643				\$ -	\$ -	\$ -
4.5 Perform Hydraulic Analyses to Develop Head Curves	9	\$ 1,831	\$ -	\$ 166	\$ 1,997				\$ -	\$ -	\$ -
4.6 Recommend Pump Sizing and Perform Pump Sizing	9	\$ 1,831	\$ -	\$ 166	\$ 1,997				\$ -	\$ -	\$ -
4.7 Conduct Meeting with TW to Finalize Reservoir Size	16	\$ 3,448	\$ -	\$ 412	\$ 3,860				\$ -	\$ -	\$ -
4.8 Discuss Operating and Control Strategies with TW	5	\$ 1,031	\$ -	\$ 82	\$ 1,113				\$ -	\$ -	\$ -
4.9 Identify SCADA Modifications Needed	40	\$ 9,240	\$ -	\$ 360	\$ 9,600				\$ -	\$ -	\$ -
4.10 Prepare and Submit Draft Predisign TM	24	\$ 4,832	\$ -	\$ 531	\$ 5,363				\$ -	\$ -	\$ -
4.11 Address and Incorporate City Comments into Final Predisign TM	12	\$ 2,290	\$ -	\$ 357	\$ 2,647				\$ -	\$ -	\$ -
Task 5 Preliminary Design (30-Percent Design)	597	\$ 92,718	\$ -	\$ 9,811	\$ 102,529	57%	21%	12%	\$ 59,507	\$ 31,716	\$ 12,306
Reservoir 30-Percent Design	251	\$ 44,858	\$ -	\$ 5,203	\$ 50,061	100%	0%	0%	\$ 50,059	\$ -	\$ -
5.1 Develop and Maintain Design Criteria Checklist	15	\$ 2,754	\$ -	\$ 78	\$ 2,832				\$ -	\$ -	\$ -
5.2 Prepare for and Attend Design Criteria Meeting with TW	30	\$ 5,918	\$ -	\$ 292	\$ 6,210				\$ -	\$ -	\$ -
5.3 Prepare Cover Sheet and Existing Site Plan	14	\$ 2,345	\$ -	\$ 322	\$ 2,667				\$ -	\$ -	\$ -
5.4 Prepare Preliminary Construction and Finished Grading Plans	22	\$ 3,790	\$ -	\$ 536	\$ 4,326				\$ -	\$ -	\$ -
5.5 Prepare Preliminary Site and Utility Plans and Details	32	\$ 5,572	\$ -	\$ 702	\$ 6,274				\$ -	\$ -	\$ -
5.6 Prepare Reservoir Plan and Elevation Views	24	\$ 4,245	\$ -	\$ 641	\$ 4,886				\$ -	\$ -	\$ -
5.7 Prepare Mechanical Plans	30	\$ 5,396	\$ -	\$ 595	\$ 5,991				\$ -	\$ -	\$ -
5.8 Prepare Preliminary Structural Design Elements	58	\$ 9,806	\$ -	\$ 1,530	\$ 11,336				\$ -	\$ -	\$ -
5.9 Evaluate Options for Cathodic Protection System	12	\$ 2,360	\$ -	\$ 189	\$ 2,549				\$ -	\$ -	\$ -
5.10 Identify Electrical, Control, and Monitoring Features and Appurtenances	14	\$ 2,674	\$ -	\$ 319	\$ 2,993				\$ -	\$ -	\$ -
BPS 30-Percent Design	128	\$ 24,398	\$ -	\$ 2,596	\$ 26,994	0%	100%	0%	\$ -	\$ 26,992	\$ -
5.11 Develop Design Criteria Checklist and Attend Meeting to Discuss	14	\$ 2,682	\$ -	\$ 214	\$ 2,896				\$ -	\$ -	\$ -
5.12 Prepare Preliminary Mechanical Design	26	\$ 4,490	\$ -	\$ 572	\$ 5,062				\$ -	\$ -	\$ -
5.13 Evaluate Cathodic Protection Systems for BPS Steel Structure	12	\$ 2,360	\$ -	\$ 169	\$ 2,529				\$ -	\$ -	\$ -
5.14 Prepare Preliminary Electrical Power Supply Requirements	28	\$ 5,236	\$ -	\$ 758	\$ 5,994				\$ -	\$ -	\$ -
5.15 Develop P&ID	24	\$ 4,208	\$ -	\$ 588	\$ 4,796				\$ -	\$ -	\$ -
5.16 Attend Meeting with TW and Control System Integrator	24	\$ 5,020	\$ -	\$ 295	\$ 5,315				\$ -	\$ -	\$ -
Off-Site Utilities 30-Percent Design	55	\$ 9,492	\$ -	\$ 1,240	\$ 10,732	0%	0%	100%	\$ -	\$ -	\$ 10,732
5.17 Evaluate Alignment Options and Constraints for Off-Site Utilities	36	\$ 6,092	\$ -	\$ 771	\$ 6,863				\$ -	\$ -	\$ -
5.18 Prepare Preliminary Driveway Plan	20	\$ 3,400	\$ -	\$ 463	\$ 3,863				\$ -	\$ -	\$ -
General Tasks	72	\$ 14,974	\$ -	\$ 772	\$ 15,746	60%	30%	10%	\$ 9,448	\$ 4,724	\$ 1,575
5.19 Prepare 30-Percent Probable Construction Cost Estimate	26	\$ 5,008	\$ -	\$ 210	\$ 5,218				\$ -	\$ -	\$ -
5.20 Perform In-House Review of Preliminary Design	20	\$ 4,424	\$ -	\$ 131	\$ 4,555				\$ -	\$ -	\$ -
5.21 Prepare for and Attend 30-Percent Review Meeting with TW	26	\$ 5,542	\$ -	\$ 431	\$ 5,973				\$ -	\$ -	\$ -
Task 6 Stormwater Engineering and Report	154	\$ 27,504	\$ -	\$ 2,255	\$ 29,759	50%	50%	0%	\$ 14,899	\$ 14,899	\$ -
6.1 Develop On-Site Stormwater System	24	\$ 4,320	\$ -	\$ 438	\$ 4,758				\$ -	\$ -	\$ -
6.2 Develop Stormwater Site Plan	46	\$ 7,720	\$ -	\$ 1,092	\$ 8,812				\$ -	\$ -	\$ -
6.3 Prepare SWPPP	26	\$ 4,756	\$ -	\$ 203	\$ 4,959				\$ -	\$ -	\$ -
6.4 Develop O&M Manual	14	\$ 2,546	\$ -	\$ 93	\$ 2,639				\$ -	\$ -	\$ -
6.5 Perform and Document Off-Site Analysis	22	\$ 4,082	\$ -	\$ 111	\$ 4,193				\$ -	\$ -	\$ -
6.6 Submit SDP, SWPPP, and Associated Plans for Permit Submittal	22	\$ 4,080	\$ -	\$ 358	\$ 4,438				\$ -	\$ -	\$ -
Task 7 Permitting Assistance and Stakeholder Coordination	400	\$ 74,488	\$ -	\$ 6,552	\$ 81,040	45%	45%	10%	\$ 36,472	\$ 36,472	\$ 8,105
7.1 Review Available Permit Decisions and Relevant Code	20	\$ 4,000	\$ -	\$ 100	\$ 4,100				\$ -	\$ -	\$ -
7.2 Prepare for and Attend Customer Information Meeting	42	\$ 8,542	\$ -	\$ 472	\$ 9,014				\$ -	\$ -	\$ -
7.3 Coordinate and Attend Meetings with Newland and/or NASH	32	\$ 6,608	\$ -	\$ 503	\$ 7,111				\$ -	\$ -	\$ -
7.4 Prepare and Maintain Stakeholder Register	18	\$ 3,058	\$ -	\$ 131	\$ 3,189				\$ -	\$ -	\$ -
7.5 Provide Plans and Graphics for the Public and Project Stakeholders	14	\$ 2,742	\$ -	\$ 409	\$ 3,151				\$ -	\$ -	\$ -
7.6 Prepare Plans and Information for ARC Design Review	20	\$ 3,546	\$ -	\$ 936	\$ 4,482				\$ -	\$ -	\$ -
7.7 Prepare CUP Application	88	\$ 16,012	\$ -	\$ 1,147	\$ 17,159				\$ -	\$ -	\$ -
7.8 Prepare SDP Application	34	\$ 6,136	\$ -	\$ 647	\$ 6,783				\$ -	\$ -	\$ -
7.9 Prepare CFP Application	64	\$ 11,498	\$ -	\$ 1,102	\$ 12,600				\$ -	\$ -	\$ -
7.1 Prepare NPDES CSOP NOI	20	\$ 3,532	\$ -	\$ 133	\$ 3,665				\$ -	\$ -	\$ -
7.11 Review Draft Project Report and Respond to DOH Comments as Needed	18	\$ 3,498	\$ -	\$ 208	\$ 3,706				\$ -	\$ -	\$ -
7.12 Prepare Construction Documents for DOH Review	30	\$ 5,326	\$ -	\$ 763	\$ 6,089				\$ -	\$ -	\$ -
Phase 2 - Final Design											
Task 8 BPS Design	364	\$ 65,264	\$ -	\$ 7,943	\$ 73,207	0%	100%	0%	\$ -	\$ 73,207	\$ -
8.1 Prepare BPS Design Plans	89	\$ 15,868	\$ -	\$ 1,977	\$ 17,845				\$ -	\$ -	\$ -
8.2 Work on Packaged Pump Station Detailing	28	\$ 4,692	\$ -	\$ 652	\$ 5,344				\$ -	\$ -	\$ -
8.3 Prepare Cathodic Protection Design	20	\$ 3,544	\$ -	\$ 431	\$ 3,975				\$ -	\$ -	\$ -
8.4 Specify Pumps, Valves, and Other Appurtenances	36	\$ 7,088	\$ -	\$ 552	\$ 7,640				\$ -	\$ -	\$ -
8.5 Prepare Electrical Design	66	\$ 11,746	\$ -	\$ 1,795	\$ 13,541				\$ -	\$ -	\$ -
8.6 Prepare Specifications for the Pre-Purchase of the BPS	50	\$ 8,720	\$ -	\$ 1,202	\$ 9,922				\$ -	\$ -	\$ -
8.7 Prepare Cost Estimate for the Packaged BPS	8	\$ 1,404	\$ -	\$ 193	\$ 1,597				\$ -	\$ -	\$ -
8.8 Incorporate TW Comments into the BPS Design Plans	31	\$ 5,498	\$ -	\$ 700	\$ 6,198				\$ -	\$ -	\$ -
8.9 Prepare Construction Contract Documents for the Packaged BPS	36	\$ 6,704	\$ -	\$ 442	\$ 7,146				\$ -	\$ -	\$ -
Task 9 Reservoir and Off-Site Utilities 60-Percent Design	628	\$ 112,136	\$ -	\$ 11,283	\$ 123,419	64%	0%	36%	\$ 78,875	\$ -	\$ 44,545
Reservoir 60-Percent Design	210	\$ 36,910	\$ -	\$ 4,894	\$ 41,804	100%	0%	0%	\$ 41,804	\$ -	\$ -
9.1 Prepare Structural Calculations	44	\$ 7,552	\$ -	\$ 1,078	\$ 8,630				\$ -	\$ -	\$ -
9.2 Develop Construction Phasing Plans	32	\$ 5,700	\$ -	\$ 605	\$ 6,305				\$ -	\$ -	\$ -
9.3 Prepare Detailed Design of Reservoir	46	\$ 7,640	\$ -	\$ 1,351	\$ 8,991				\$ -	\$ -	\$ -
9.4 Further Detail Reservoir Piping and Mechanical Components	28	\$ 5,222	\$ -	\$ 548	\$ 5,770				\$ -	\$ -	\$ -
9.5 Further Detail Cathodic Protection System Design	36	\$ 6,496	\$ -	\$ 725	\$ 7,221				\$ -	\$ -	\$ -
9.6 Prepare Reservoir Appurtenances Design Plans	24	\$ 4,300	\$ -	\$ 588	\$ 4,888				\$ -	\$ -	\$ -
Off-Site Utilities 60-Percent Design	150	\$ 25,134	\$ -	\$ 3,523	\$ 28,657	0%	0%	100%	\$ -	\$ -	\$ 28,657
9.7 Update Water Main and Stormwater Piping Plan	48	\$ 8,236	\$ -	\$ 1,071	\$ 9,307				\$ -	\$ -	\$ -
9.8 Prepare Connection Details to Existing Storm System	26	\$ 4,230	\$ -	\$ 641	\$ 4,871				\$ -	\$ -	\$ -
9.9 Prepare Water Main and Stormwater Standard Details	22	\$ 3,638	\$ -	\$ 543	\$ 4,181				\$ -	\$ -	\$ -
9.10 Update Driveway Plan	40	\$ 6,684	\$ -	\$ 922	\$ 7,606				\$ -	\$ -	\$ -
9.11 Prepare Driveway Details	14	\$ 2,346	\$ -	\$ 346	\$ 2,692				\$ -	\$ -	\$ -
General Tasks	268	\$ 50,092	\$ -	\$ 2,866	\$ 52,958	70%	0%	30%	\$ 37,070	\$ -	\$ 15,887
9.12 Prepare Site and Utility Plans	54	\$ 9,608	\$ -	\$ 1,183	\$ 10,791				\$ -	\$ -	\$ -
9.13 Prepare Proposed Landscaping and Irrigation Plans	30	\$ 5,584	\$ -	\$ 352	\$ 5,936				\$ -	\$ -	\$ -
9.14 Develop Non-Technical and Technical Specifications	88	\$ 15,642	\$ -	\$ 436	\$ 16,078				\$ -	\$ -	\$ -
9.15 Prepare 60-Percent Probable Construction Cost Estimate	34	\$ 5,482	\$ -	\$ 273	\$ 5,755				\$ -	\$ -	\$ -
9.16 Perform In-House Review of 60-Percent Plans, Specifications, and Estimate	38	\$ 7,920	\$ -	\$ 267	\$ 8,187				\$ -	\$ -	\$ -
9.17 Prepare for and Attend 60-Percent Design Review Meeting	24	\$ 4,856	\$ -	\$ 355	\$ 5,211				\$ -	\$ -	\$ -

EXHIBIT B

Fee Estimate

Tacoma Water

Bonney Lake 950 Zone Tank/1010 Zone Pump Station

Preliminary Design, Design, Permitting, and Bidding

WS19-0093F

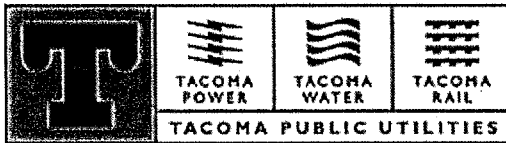
9/25/2019

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost	Tank Design (%)	BPS Design (%)	Off-Site Utilities (%)	Tank Design	BPS Design	Off-Site Utilities
Task 10 Reservoir and Off-Site Utilities 90-Percent Design	284	\$ 46,598	\$ -	\$ 3,956	\$ 50,554	72%	0%	28%	\$ 86,345	\$ -	\$ 14,207
Reservoir 90-Percent Design	89	\$ 15,012	\$ -	\$ 2,163	\$ 17,175	100%	0%	0%	\$ 17,175	\$ -	\$ -
10.1 Incorporate Review Comments and Prepare 90-Percent Design Plans	89	\$ 15,012	\$ -	\$ 2,163	\$ 17,175				\$ -	\$ -	\$ -
Off-Site Utilities 90-Percent Design	32	\$ 5,308	\$ -	\$ 683	\$ 5,991	0%	0%	100%	\$ -	\$ -	\$ 5,991
10.2 Incorporate Review Comments and Prepare 90-Percent Design Plans	32	\$ 5,308	\$ -	\$ 683	\$ 5,991				\$ -	\$ -	\$ -
General Tasks	133	\$ 26,276	\$ -	\$ 1,110	\$ 27,386	70%	0%	30%	\$ 19,170	\$ -	\$ 8,216
10.3 Prepare 90-Percent Front-End Specifications	40	\$ 7,772	\$ -	\$ 199	\$ 7,971				\$ -	\$ -	\$ -
10.4 Update Technical Specifications	33	\$ 6,130	\$ -	\$ 176	\$ 6,306				\$ -	\$ -	\$ -
10.5 Prepare 90-Percent Probable Construction Cost Estimate	14	\$ 2,722	\$ -	\$ 274	\$ 2,996				\$ -	\$ -	\$ -
10.6 Perform In-House Review of 90-Percent Plans and Specifications	26	\$ 5,344	\$ -	\$ 135	\$ 5,479				\$ -	\$ -	\$ -
10.7 Prepare for and Attend 90-Percent Design Review Meeting	20	\$ 4,308	\$ -	\$ 326	\$ 4,634				\$ -	\$ -	\$ -
Task 11 Bid-Ready Reservoir and Off-Site Utilities Documents	110	\$ 19,477	\$ -	\$ 1,791	\$ 21,268	72%	0%	28%	\$ 15,403	\$ -	\$ 5,865
Reservoir Bid-Ready Design	45	\$ 7,742	\$ -	\$ 945	\$ 8,707	100%	0%	0%	\$ 8,707	\$ -	\$ -
11.1 Update Structural Calculations from Permit Review	10	\$ 1,828	\$ -	\$ 213	\$ 2,041				\$ -	\$ -	\$ -
11.2 Incorporate Permit and TW Review Comments into Design Plans	35	\$ 5,914	\$ -	\$ 753	\$ 6,667				\$ -	\$ -	\$ -
Off-Site Utilities Bid-Ready Design	16	\$ 2,654	\$ -	\$ 341	\$ 2,995	0%	0%	100%	\$ -	\$ -	\$ 2,995
11.3 Incorporate Permit and TW Review Comments into Design Plans	16	\$ 2,654	\$ -	\$ 341	\$ 2,995				\$ -	\$ -	\$ -
General Tasks	49	\$ 9,081	\$ -	\$ 485	\$ 9,566	70%	0%	30%	\$ 6,696	\$ -	\$ 2,870
11.4 Address Comments on Specifications and Finalize	28	\$ 4,786	\$ -	\$ 121	\$ 4,907				\$ -	\$ -	\$ -
11.5 Perform In-House Review of Bid-Ready Plans and Specifications	8	\$ 1,884	\$ -	\$ 87	\$ 1,971				\$ -	\$ -	\$ -
11.6 Prepare Final Engineer's Estimate of Probable Construction Cost	13	\$ 2,411	\$ -	\$ 276	\$ 2,687				\$ -	\$ -	\$ -
Task 12 Services During Bidding for Pre-Purchase of BPS	34	\$ 6,720	\$ -	\$ 211	\$ 6,931	0%	100%	0%	\$ -	\$ 6,931	\$ -
12.1 Provide Contact Information to TW for Potentially Interested Bidders	2	\$ 274	\$ -	\$ 8	\$ 282				\$ -	\$ -	\$ -
12.2 Respond to Technical Questions from Bidders	18	\$ 3,772	\$ -	\$ 96	\$ 3,868				\$ -	\$ -	\$ -
12.3 Prepare and Transmit Addenda	14	\$ 2,674	\$ -	\$ 107	\$ 2,781				\$ -	\$ -	\$ -
Task 13 Services During Bidding for Reservoir and Off-Site Utilities	46	\$ 8,616	\$ -	\$ 259	\$ 8,875	70%	0%	30%	\$ 6,213	\$ -	\$ 2,663
13.1 Provide Contact Information to TW for Potentially Interested Bidders	2	\$ 274	\$ -	\$ 8	\$ 282				\$ -	\$ -	\$ -
13.2 Respond to Technical Questions from Bidders	22	\$ 4,372	\$ -	\$ 111	\$ 4,483				\$ -	\$ -	\$ -
13.3 Prepare and Transmit Addenda	22	\$ 3,970	\$ -	\$ 140	\$ 4,110				\$ -	\$ -	\$ -
Task 14 Project Management Services	100	\$ 23,058	\$ -	\$ 594	\$ 23,652	33%	33%	33%	\$ 7,884	\$ 7,884	\$ 7,884
14.1 Provide Direction to RH2 Project Team	40	\$ 9,456	\$ -	\$ 241	\$ 9,697				\$ -	\$ -	\$ -
14.2 Document and Retain Information	30	\$ 6,850	\$ -	\$ 176	\$ 7,026				\$ -	\$ -	\$ -
14.3 Prepare Monthly Invoices and Budget Status Summaries	12	\$ 2,880	\$ -	\$ 77	\$ 2,957				\$ -	\$ -	\$ -
14.4 Create, Maintain, and Update Project Schedule	18	\$ 3,872	\$ -	\$ 101	\$ 3,973				\$ -	\$ -	\$ -
Task 15 Management Reserve	-	\$ -	\$ -	\$ -	\$ 32,890						
15.1 Provide Additional Services as Requested	-	\$ -	\$ -	\$ -	\$ 32,890						
PROJECT TOTAL	2978	\$ 555,661	\$ 24,150	\$ 50,589	\$ 663,200	45%	32%	17%	\$ 299,682	\$ 215,193	\$ 115,524

EXHIBIT B
RH2 ENGINEERING, INC.
2019 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$148	\$/hr
Professional II	\$161	\$/hr
Professional III	\$175	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$213	\$/hr
Professional VII	\$231	\$/hr
Professional VIII	\$240	\$/hr
Professional IX	\$240	\$/hr
Control Specialist I	\$134	\$/hr
Control Specialist II	\$145	\$/hr
Control Specialist III	\$158	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$192	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$110	\$/hr
Technician II	\$119	\$/hr
Technician III	\$137	\$/hr
Technician IV	\$146	\$/hr
Technician V	\$160	\$/hr
Technician VI	\$175	\$/hr
Technician VII	\$190	\$/hr
Technician VIII	\$200	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$101	\$/hr
Administrative IV	\$119	\$/hr
Administrative V	\$137	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.580	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



RESOLUTION NO.: U-1117
ITEM NO.: 8
MEETING DATE: NOVEMBER 13, 2019

TO: Board of Contracts and Awards
FROM: Dale W. King, Superintendent, Tacoma Rail
Kyle Kellem, Roadmaster, Tacoma Rail
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Seth Hartz, Finance/Purchasing
SUBJECT: Port of Tacoma Road Railroad Track Rehabilitation
Request for Bid Specification No. TR19-0199F – November 13, 2019
DATE: October 25, 2019

RECOMMENDATION SUMMARY:

Tacoma Rail recommends approval of a contract with Coast Rail, Inc., Burley, WA, for rehabilitation of approximately 2,400 lineal feet of railroad track, including one private grade crossing, in the amount of \$590,948.75, plus applicable taxes.

BACKGROUND:

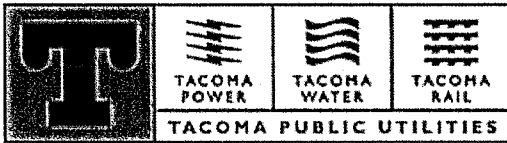
ISSUE: Periodic replacement of heavily used segments of railroad track are required to enhance safety, and mitigate potential service interruptions resulting from deteriorated track conditions. The project will include the removal of heavily worn 112-pound rail and replacement with new 115-pound rail, replacement of thirty-three percent of the railroad crossties and other related track materials, including rehabilitation of one private grade crossing.

ALTERNATIVES: There are no prudent alternatives. The project is consistent with ongoing incremental infrastructure improvements intended to reduce frequent track maintenance outages necessary to prolong useability lifecycles. The proposed project will significantly improve the track structure, enhance safety, and reduce the frequency of future track maintenance outages.

COMPETITIVE SOLICITATION:

Request for Bid Specification No. TR19-0199F was opened October 15, 2019. Three companies were invited to bid in addition to normal advertising of the project. Three submittals were received.

Coast Rail, Inc., submitted a bid that resulted in the lowest evaluated. The table below reflects the amount of the base award.



<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
Coast Rail, Inc.	Burley, WA	\$590,948.75	\$590,948.75
Condon Construction, LLC	Spokane, WA	\$734,788.55	\$734,788.55
RailWorks Track Systems, Inc.	Chehalis, WA	\$860,740.00	\$860,740.00

Pre-bid Estimate: \$468,900.00

The recommended award is 26 percent above the pre-bid estimate.

SBE/LEAP COMPLIANCE: SBE not applicable. The Local Employment and Apprenticeship Training Program (LEAP) goal is 15 percent of the labor hours.

FISCAL IMPACT:

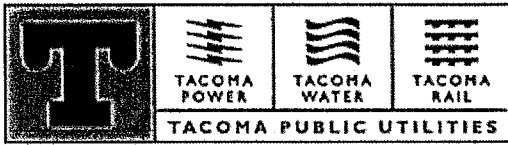
EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4500, Tacoma Rail	RAL-00095		\$590,948.75
TOTAL			Up To: \$590,948.75

* General Fund: Include Department

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$590,948.75

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A.

Dale King, Rail Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

10/23/2019

**City of Tacoma
Construction Division
Bid Tabulation**

Description: Port of Tacoma Road Track Rehab
Specification No.: TR19-0199F
Bid Opening: 10/15/19

Item	Description	Unit	Quantity	ENGINEER'S ESTIMATE		Low Bidder Coast Rail, Inc.		#2 Bidder Condon Construction, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Project Red Line Drawing	LS	1	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$3,500.00	\$3,500.00
2	Spill Prevention, Control, and Countermeasures (SPCC) Plan	LS	1	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00
3	Mobilization	LS	1	\$30,000.00	\$30,000.00	\$5,500.00	\$5,500.00	\$64,650.00	\$64,650.00
4	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$7,000.00	\$7,000.00
5	Project Surveying	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
6	Steel Recycle Recovery	EST	1	-\$20,000.00	(\$20,000.00)	-\$20,000.00	(\$20,000.00)	-\$20,000.00	(\$20,000.00)
7	Select Cross Tie Replacement	EA	750	\$70.00	\$52,500.00	\$165.00	\$123,750.00	\$174.40	\$130,800.00
8	Excavation, Incl. Disposal and Haul	TN	60	\$30.00	\$1,800.00	\$80.00	\$4,800.00	\$100.00	\$6,000.00
9	Remove and Reinstall Rail	TF	1,030	\$30.00	\$30,900.00	\$91.25	\$93,987.50	\$98.31	\$101,259.30
10	Raise, Surface, Line & Dress	TF	4,300	\$5.00	\$21,500.00	\$7.10	\$30,530.00	\$7.44	\$31,992.00
11	#4 Ballast Incl. Haul	TN	975	\$30.00	\$29,250.00	\$49.75	\$48,506.25	\$48.77	\$47,550.75
12	Remove and Replace Rail	TF	2,550	\$100.00	\$255,000.00	\$96.00	\$244,800.00	\$102.65	\$261,757.50
13	Adjust Existing Catch Basin, Furnish New Frame and Grate	EA	1	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$750.00	\$750.00
14	Inlet Protection	EA	13	\$150.00	\$1,950.00	\$125.00	\$1,625.00	\$500.00	\$6,500.00
15	Remove and Replace Asphalt Crossing	LS	1	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00	\$45,884.00	\$45,884.00
16	Anchor #9 Switch	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$6,145.00	\$6,145.00
	Base Bid (Subtotal Item Nos: 1-17)				\$438,900.00		\$560,948.75		\$704,788.55
	10.2% Sales Tax (Items No 1-17)				\$44,767.80		\$57,216.77		\$71,888.43
18	Force Account	EST	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	GRAND TOTAL (Base Bid, Sales Tax, and Force Account)				\$513,667.80		\$648,165.52		\$806,676.98
	SBE = Less FA & Sales Tax				\$438,900.00		\$560,948.75		\$704,788.55

* Correction made to Bid Item Total and/or Bid Total Amount

City of Tacoma
Construction Division
Bid Tabulation

Description: Port of Tacoma Road Track Rehab
Specification No.: TR19-0199F
Bid Opening: 10/15/19

Item	Description	Unit	Quantity	#3 Bidder Railworks Track Systems, Inc.	
				Unit Price	Amount
1	Project Red Line Drawing	LS	1	\$1,300.00	\$1,300.00
2	Spill Prevention, Control, and Countermeasures (SPOC) Plan	LS	1	\$1,300.00	\$1,300.00
3	Mobilization	LS	1	\$14,500.00	\$14,500.00
4	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$1,300.00	\$1,300.00
5	Project Surveying	LS	1	\$9,500.00	\$9,500.00
6	Steel Recycle Recovery	EST	1	-\$20,000.00	(\$20,000.00)
7	Select Cross Tie Replacement	EA	750	\$312.00	\$234,000.00
8	Excavation, Incl. Disposal and Haul	TN	60	\$45.00	\$2,700.00
9	Remove and Reinstall Rail	TF	1,030	\$136.00	\$140,080.00
10	Raise, Surface, Line & Dress	TF	4,300	\$9.00	\$38,700.00
11	#4 Ballast Incl. Haul	TN	975	\$42.00	\$40,950.00
12	Remove and Replace Rail	TF	2,550	\$131.00	\$334,050.00
13	Adjust Existing Catch Basin, Furnish New Frame and Grate	EA	1	\$2,500.00	\$2,500.00
14	Inlet Protection	EA	13	\$220.00	\$2,860.00
15	Remove and Replace Asphalt Crossing	LS	1	\$24,000.00	\$24,000.00
16	Anchor #9 Switch	LS	1	\$3,000.00	\$3,000.00
	Base Bid (Subtotal Item Nos: 1-17)				\$830,740.00
	10.2% Sales Tax (Items No 1-17)				\$84,735.48
18	Force Account	EST	1	\$30,000.00	\$30,000.00
	GRAND TOTAL (Base Bid, Sales Tax, and Force Account)				\$945,475.48
	SBE = Less FA & Sales Tax				\$830,740.00

* Correction made to Bid Item Total and/or Bid Total Amount


CITY OF TACOMA
INTER-DEPARTMENTAL CORRESPONDENCE

Date: October 17, 2019
To: Chris Storey, PW Engineering
From: Toney Mathison, PW Engineering
Subject: Port of Tacoma Road Track Rehab
Specification No.: TR19-0199F
Bid Proposal Review

The Engineering Division has completed its review of the Bid Proposals submitted on October 15, 2019 and has prepared the Bid Tabulation for the above noted project. There were three (3) Bid Proposals submitted and received for this project. All Bid Proposals were reviewed for the general formal bid requirements.

The apparent low bidder is Coast Rail, Inc. with a Base Bid amount of \$560,948.75, excluding sales tax. The contract documents do not require a SBE Goal.

Please contact me should you have any questions or comments regarding this matter.


TVM/tvm

Attachments

cc: Sue O'Neill, PW Engineering
Doreen Klaaskate, Purchasing

Mark Henry, PW Engineering
Tina Dunn, PW Engineering

Contract File



City of Tacoma
Public Works Department
Construction Division

Bid Review Checklist

Specification: TR19-0199

Bid Opening: 10/15/2019

Description: Port of Tacoma Road Track Rehab

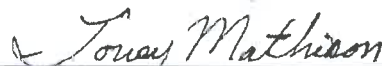
Bidder: Coast Rail, Inc.

Proposal: Is the correct proposal utilized and is the proposal signed? ☒ Yes ☐ No
Are all addenda acknowledged? Number of Addenda: 1 ☒ Yes ☐ No ☐ N/A
Were corrections required due to math errors on the proposal? ☐ Yes ☒ No
Was the Proposal Changed by Addendum? Addendum number: 1 ☒ Yes ☐ No

Misc.: Is the Non-collusion Declaration included? ☒ Yes ☐ No
Is the Subcontractor List completed on projects over \$1,000,000? ☐ Yes ☐ No ☒ N/A
Has the State Responsibility Information Form been provided and found to be in order? ☒ Yes ☐ No ☐ N/A
Federal Acknowledgement Complete? ☐ Yes ☐ No ☒ N/A
Recycled Percentage: N/A
Prevailing Wage Certification of Compliance? ☒ Yes ☐ No ☐ N/A

Bid Security: Is a bid Security Provided? Security Type: Bond ☒ Yes ☐ No
Check: Is the Check more than 5% of the total Bid? ☐ Yes ☐ No ☒ N/A
Bond: Is the Bid Bond complete including signature, and notary? ☒ Yes ☐ No ☐ N/A
Was a Power of Attorney (POA) submitted with the Bid Bond? ☒ Yes ☐ No ☐ N/A
Is the Surety Company that issued the Bid Bond an approved surety in Washington per the Department of Treasury (Dept. Circular 570)? ☒ Yes ☐ No ☐ N/A

Outreach: Outreach Type: N/A Goal: 0.00%
Outreach Submitted: \$0.00 Bid Amount: \$0.00 Percent : #Num!
Is the SBE Utilization Form/DBE Utilization Certification Form completed? ☒ Yes ☐ No ☐ N/A
Is the Prime Contractor's Pre-Work form completed? ☒ Yes ☐ No ☐ N/A
Has the firm been checked to confirm that it has not been bebarred? ☒ Yes ☐ No ☐ N/A
Have the NAICS Code(s) been verified for all SBE/DBE subcontractors? ☐ Yes ☐ No ☒ N/A


Tony Mathison

10/17/2019
Date Reviewed



City of Tacoma
Public Works Department
Construction Division

Bid Review Checklist

Specification: TR19-0199

Bid Opening: 10/15/2019

Description: Port of Tacoma Road Track Rehab

Bidder: Coast Rail, Inc.


Is the UDBE Bid Item Breakdown Complete?

☐ Ye ☐ N ☒ N/

Is the DBE Truck Credit Form Complete?

☐ Ye ☐ N ☒ N/

Comments:


Tony Mathison

10/17/2019
Date Reviewed



City of Tacoma
Public Works Department
Construction Division

Bid Review Checklist

Specification: TR19-0199

Bid Opening: 10/15/2019

Description: Port of Tacoma Road Track Rehab


Bidder: Condon Construction LLC

Proposal: Is the correct proposal utilized and is the proposal signed? ☒ Yes ☐ No
Are all addenda acknowledged? Number of Addenda: 1 ☒ Yes ☐ No ☐ N/A
Were corrections required due to math errors on the proposal? ☒ Yes ☐ No
Was the Proposal Changed by Addendum? Addendum number: 1 ☒ Yes ☐ No

Misc.: Is the Non-collusion Declaration included? ☒ Yes ☐ No
Is the Subcontractor List completed on projects over \$1,000,000? ☐ Yes ☐ No ☒ N/A
Has the State Responsibility Information Form been provided and found to be in order? ☒ Yes ☐ No ☐ N/A
Federal Acknowledgement Complete? ☐ Yes ☐ No ☒ N/A
Recycled Percentage: N/A
Prevailing Wage Certification of Compliance? ☒ Yes ☐ No ☐ N/A

Bid Security: Is a bid Security Provided? Security Type: Bond ☒ Yes ☐ No
Check: Is the Check more than 5% of the total Bid? ☐ Yes ☐ No ☒ N/A
Bond: Is the Bid Bond complete including signature, and notary? ☒ Yes ☐ No ☐ N/A
Was a Power of Attorney (POA) submitted with the Bid Bond? ☒ Yes ☐ No ☐ N/A
Is the Surety Company that issued the Bid Bond an approved surety in Washington per the Department of Treasury (Dept. Circular 570)? ☒ Yes ☐ No ☐ N/A

Outreach: Outreach Type: N/A Goal: 0.00%
Outreach Submitted: \$0.00 Bid Amount: \$0.00 Percent : #Num!
Is the SBE Utilization Form/DBE Utilization Certification Form completed? ☐ Yes ☒ No ☐ N/A
Is the Prime Contractor's Pre-Work form completed? ☒ Yes ☐ No ☐ N/A
Has the firm been checked to confirm that it has not been bebarred? ☒ Yes ☐ No ☐ N/A
Have the NAICS Code(s) been verified for all SBE/DBE subcontractors? ☐ Yes ☐ No ☒ N/A


Tony Mathison

10/17/2019
Date Reviewed



City of Tacoma
Public Works Department
Construction Division

Bid Review Checklist

Specification: TR19-0199

Bid Opening: 10/15/2019

Description: Port of Tacoma Road Track Rehab

Bidder: Condon Construction LLC


Is the UDBE Bid Item Breakdown Complete?

☐ Ye ☐ N ☒ N/

Is the DBE Truck Credit Form Complete?

☐ Ye ☐ N ☒ N/

Comments: Condon Construction LLC is determined rejected and unresponsive for not submitting the SBE Utilization Form.



Tony Mathison

10/17/2019

Date Reviewed



City of Tacoma
Public Works Department
Construction Division

Bid Review Checklist


Specification: TR19-0199

Bid Opening: 10/15/2019

Description: Port of Tacoma Road Track Rehab

Bidder: Railworks Track Systems, Inc.

- Proposal:** Is the correct proposal utilized and is the proposal signed? ☒ Yes ☐ No
Are all addenda acknowledged? Number of Addenda: 1 ☒ Yes ☐ No ☐ N/A
Were corrections required due to math errors on the proposal? ☐ Yes ☒ No
Was the Proposal Changed by Addendum? Addendum number: 1 ☒ Yes ☐ No
- Misc.:** Is the Non-collusion Declaration included? ☒ Yes ☐ No
Is the Subcontractor List completed on projects over \$1,000,000? ☐ Yes ☐ No ☒ N/A
Has the State Responsibility Information Form been provided and found to be in order? ☒ Yes ☐ No ☐ N/A
Federal Acknowledgement Complete? ☐ Yes ☐ No ☒ N/A
Recycled Percentage: N/A
Prevailing Wage Certification of Compliance? ☒ Yes ☐ No ☐ N/A
- Bid Security:** Is a bid Security Provided? Security Type: Bond ☒ Yes ☐ No
Check: Is the Check more than 5% of the total Bid? ☐ Yes ☐ No ☒ N/A
Bond: Is the Bid Bond complete including signature, and notary? ☒ Yes ☐ No ☐ N/A
Was a Power of Attorney (POA) submitted with the Bid Bond? ☒ Yes ☐ No ☐ N/A
Is the Surety Company that issued the Bid Bond an approved surety in Washington per the Department of Treasury (Dept. Circular 570)? ☒ Yes ☐ No ☐ N/A
- Outreach:** Outreach Type: N/A Goal: 0.00%
Outreach Submitted: \$0.00 Bid Amount: \$0.00 Percent : #Num!
Is the SBE Utilization Form/DBE Utilization Certification Form completed? ☒ Yes ☐ No ☐ N/A
Is the Prime Contractor's Pre-Work form completed? ☒ Yes ☐ No ☐ N/A
Has the firm been checked to confirm that it has not been bebarred? ☒ Yes ☐ No ☐ N/A
Have the NAICS Code(s) been verified for all SBE/DBE subcontractors? ☐ Yes ☐ No ☒ N/A


Tony Mathison

10/17/2019
Date Reviewed



City of Tacoma
Public Works Department
Construction Division

Bid Review Checklist

Specification: TR19-0199

Bid Opening: 10/15/2019

Description: Port of Tacoma Road Track Rehab

Bidder: Railworks Track Systems, Inc.


Is the UDBE Bid Item Breakdown Complete?

☐ Ye ☐ N ☒ N/

Is the DBE Truck Credit Form Complete?

☐ Ye ☐ N ☒ N/

Comments:



Tony Mathison

10/17/2019

Date Reviewed



RESOLUTION NO. U-11118

1 A RESOLUTION authorizing the renewal of the waiver of power and water utility
2 connection and inspection fees for cities in Tacoma Power and Water's
3 service territories during current declared state of emergency.

4 WHEREAS, on May 9, 2017, the City Council passed Ordinance No. 28430
5 ("Emergency Ordinance"), declaring a state of public health emergency relating to
6 the conditions of homeless encampments and authorizing such actions as are
7 reasonable and necessary in light of such emergency to mitigate the conditions
8 giving rise to such public emergency, and provided that the Emergency Ordinance
9 would be effective through October 9, 2017, and

10 WHEREAS, on July 12, 2017, by Resolution U-10942, the Utility Board
11 authorized the waiver of connection and inspection fees upon request for cities
12 within Tacoma Power and Tacoma Water's service territories providing facilities for
13 sheltering low-income and/or infirm persons effective through October 9, 2017, and
14 requested the Council of the City of Tacoma to pass an ordinance approving such
15 authority by amending Title 12 of the Tacoma Municipal Code as appropriate, and

16 WHEREAS On July 18, 2017, the Council passed Ord. 28440 to amend
17 Chapter 12.01 of the Municipal Code, entitled "Utility Charges," by adding a new
18 section, to waive power and water utility connection and inspection fees for
19 cities in Tacoma Power and Tacoma Water service territories during the
20 declared state of emergency, through October 9, 2017, and

21 WHEREAS between October 9, 2017, and December 31, 2019, the
22 emergency declaration and the waiver of power and water utility connection and
23 inspection fees contained in Chapter 12.01 of the Municipal code were
24
25
26



1 subsequently extended by the City Council, and during that same timeframe,
2 the Utility Board correspondingly extended authorization of the waiver of
3 connection and inspection fees, and
4

5 WHEREAS further extension of the emergency declaration beyond
6 December 31, 2019 by the City Council is anticipated, and the Board is being
7 asked to extend its approval of an extension of the waiver of power and water
8 utility connection and inspection fees for cities providing facilities for sheltering
9 low-income and/or infirm persons within Tacoma Power/Water's service
10 territories, and
11

12 WHEREAS it is in the best interests of the utility rate payers and the
13 community at large to continue to provide a waiver of power and water utility
14 connection and inspection fees for cities providing facilities for sheltering low-
15 income and/or infirm persons within Tacoma Power/Water's service territories
16 during a City Council declared state of emergency, and
17

18 WHEREAS Tacoma City Charter section 4.11 requires all matters related
19 to the fixing of rates and charges for utility services to be initiated by the Board
20 and approved by the Tacoma City Council; Now, therefore,

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

22 Sec. 1. The Director of Utilities is authorized to extend the waiver for
23 connection and inspection fees for cities within Tacoma Power and Tacoma
24 Water's service territories that are providing facilities for sheltering low-income
25 and/or infirm persons beyond December 31, 2019 if the City Council extends
26 the declared state of emergency related to the conditions of homeless



1 encampments, and the Board's approval of the extension of the waiver of the
2 connection and inspection fees shall extend to the final date of the declared
3 state of emergency as established by the City Council, and the Council of the
4 City of Tacoma is requested to pass an ordinance approving such authority by
5 amending Title 12 of the Tacoma Municipal Code as appropriate.
6

7 Sec. 2. The Director shall cause to be prepared, and submitted to the
8 Board a report listing the number and amount of connection and inspect fees
9 waived.

10 Approved as to form and legality:

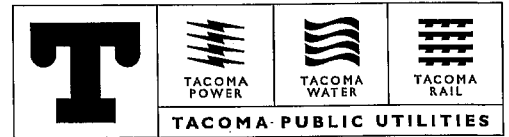
11 *Z C Murphy*
12 Chief Deputy City Attorney

Chair _____

Secretary _____

13 _____
14 Clerk

Adopted _____



TO: Jackie Flowers, Director of Utilities

FROM: Tom Morrill, Chief Deputy City Attorney *TM*

DATE: November 13, 2019

RE: Authorization for a Renewal of Waiver of Connection and Inspection Fees during State of Emergency

Recommendation: The Legal Department recommends that the Public Utility Board authorize the renewal of the waiver of power and water utility connection and inspection fees for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/ Water's service territories to a date aligning with the period covered by the emergency declaration to be established by the City Council.

Background: On May 9, 2017, the City Council passed Ordinance No. 28430, declaring a state of public health emergency relating to the conditions of homeless encampments and authorizing such actions as are reasonable and necessary through October 9, 2017.

On July 12, 2017, the Tacoma Public Utilities Board passed U-10942, authorizing the waiver of connection and inspection fees within Tacoma Power/Water's service territories for cities providing facilities for sheltering low-income and/or infirm persons, effective through October 9, 2017, and requested City Council to pass an ordinance amending Title 12 of the Tacoma Municipal Code.

On July 18, 2017, the Council passed Ord. 28440, to amend Chapter 12.01 of the Municipal Code, entitled "Utility Charges," by adding a new section, to waive power and water utility connection and inspection fees for cities in Tacoma Power and Tacoma Water service territories during the then current declared state of emergency, through October 9, 2017.

In the timeframe between October 9, 2017, and December 31, 2019, the emergency declaration and the waiver of power and water utility connection and inspection fees contained in Chapter 12.01 of the Municipal code were subsequently extended by the City Council. During that same timeframe, the Utility Board correspondingly extended authorization of the waiver of connection and inspection fees. Further extension of the emergency declaration beyond December 31, 2019, by the City Council is anticipated, and the Board is being asked to extend its approval of an extension of the waiver of power and water utility connection and inspection fees for cities providing facilities for

sheltering low-income and/or infirm persons within Tacoma Power/Water's service territories.

Schedule: The Legal Department recommends that the Board approve the renewal of the waiver and connection fees for cities in Tacoma Power/Water's service territories that are providing facilities for sheltering low-income and/or infirm persons. The time period for the waiver will correspond to the period beyond December 31, 2019 that is covered by a declared state of emergency as established by the City Council.

TM/kh



RESOLUTION NO. U-11119

1
2 A RESOLUTION related to a Collective Bargaining Agreement between the City
3 of Tacoma and the District Lodge #160 on behalf of Local Lodge #297 of
4 the International Association of Machinists and Aerospace Workers, Yard
5 Clerk Unit.

6 WHEREAS the City and District Lodge #160 on behalf of Local Lodge
7 #297 of the International Association of Machinists and Aerospace Workers,
8 Yard Clerk Unit ("IAM&AW"), have negotiated a proposed Collective Bargaining
9 Agreement ("Agreement"), and

10 WHEREAS the Agreement covers approximately 5 budgeted, full-time
11 equivalent positions, within Tacoma Public Utilities, Rail Division, and

12 WHEREAS the Agreement is for a four-year term effective January 1,
13 2020, through December 31, 2023, and

14 WHEREAS the Agreement provides a wage increase for the years 2020-
15 2023, for the Railway Yard Clerk, as follows:

- 16 1) Effective January 1, 2020, the hourly rate shall be \$38.65;
17 2) Effective January 1, 2021, the hourly rate shall be \$39.50;
18 3) Effective January 1, 2022, the hourly rate shall be \$40.00; and
19 4) Effective January 1, 2023, the hourly rate shall be \$40.05.
20

21 WHEREAS other significant changes in the Agreement include:

22 1) effective January 1, 2020, the City will withdraw the bargaining unit
23 from the Western Metal Industry Pension Fund and assume withdrawal
24 liabilities in accordance with plan procedures and applicable law; 2) that
25 employees hired on or after January 1, 2020, or after ratification of the
26



1 Agreement, whichever is later, will not be eligible to participate in the longevity
2 program; 3) and new employees hired after the second pay cycle in January
3 2020, will not be eligible for the annual boot allowance, but will only be eligible
4 for reimbursements for the initial purchase of the required footwear up to \$200,
5 in lieu of the annual boot allowance; and (4) a Memorandum of Understanding
6 is attached to the Agreement regarding a pilot project for guaranteed position
7 4/10 scheduling with the goal of improving schedule predictability, and
8

9 WHEREAS it now appears in the best interest of the City that the
10 proposed Agreement negotiated by District Lodge #160 on behalf of Local
11 Lodge #297 of the International Association of Machinists and Aerospace
12 Workers, Yard Clerk Unit and the City be approved; Now, therefore,
13

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

15 That said proposed Collective Bargaining Agreement between the City of
16 Tacoma and the District Lodge #160 on behalf of Local Lodge #297 of the
17 International Association of Machinists and Aerospace Workers, Yard Clerk Unit
18 is approved, and the Council of the City of Tacoma is requested to concur in the
19 approval and pass an implementing pay and compensation ordinance, and
20 authorize the proper officers of the City to execute and implement the said
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Agreement substantially in the form as on file with the Clerk of the Board, to be approved by the City Attorney.

Approved as to form:

Chair

Z. C. Russell

Chief Deputy City Attorney

Secretary

Clerk

Adopted _____

of November 13, 2019

REQUEST FOR RESOLUTION

Date November 1, 2019

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 and Memorandum of Understanding negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, Yard Clerk Unit.

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

This resolution recommends approval of the Collective Bargaining Agreement and Memorandum of Understanding (MOU) negotiated with the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, Yard Clerk Unit, on behalf of the employees represented by said Union.

The agreements are anticipated to be scheduled for consideration by the City Council as a Resolution on December 3, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of a Collective Bargaining Agreement and Memorandum of Understanding negotiated with the between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, Yard Clerk Unit, on behalf of those employees represented by said union.

4. Attachments:

- a. Collective Bargaining Agreement and Memorandum of Understanding
- b. Financial Impact Memorandum
- c. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:

Requested by:

Approved:

Section Head

Human Resources Director

Director of Utilities



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

November 1, 2019

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 Collective Bargaining Agreement and Memorandum of Understanding (MOU) negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, Yard Clerk Unit. The agreements are anticipated to be considered by the City Council as a resolution on December 3, 2019.

The agreement covers four years, and provides for a wage increase in each year of the agreement. Effective January 1, 2020, the hourly rate for Railway Yard Clerk will be set to \$38.65; effective January 1, 2021, the rate will increase to \$39.50; effective January 1, 2022, the rate will increase to \$40.00, and effective January 1, 2023, the rate will increase to \$40.50.

Other significant changes in the agreement include: the City withdrawing the unit from the Western Metal Industry Pension Fund, and assuming withdrawal liabilities in accordance with plan procedures and applicable law; that employees hired on or after January 1, 2020 or after ratification of the Agreement, whichever is later, will not be eligible to participate in the longevity program; and new employees hired after the second pay period in January 2020, will only be eligible for reimbursement for required footwear up to \$200, in lieu of the annual boot allowance. In addition, a Memorandum of Understanding is attached to the agreement, regarding a pilot project for guaranteed position 4/10 scheduling with the goal of improving schedule predictability.

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

Very truly yours,

Jackie Flowers
Director of Utilities/CEO





TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager
From: Jim Sant, Deputy Director for Administration, Management Services
Date: October 22, 2019
Subject: Fiscal Impact of Local 160 Yard Clerk Unit

Background:

A Tentative Agreement between the City of Tacoma and the International Association of Machinists and Aerospace Workers District 160 Yard Clerk bargaining unit, has been reached for a successor collective bargaining agreement for the years 2020-2023.

Fiscal Impact:

The agreement is for wage increases for 2020, 2021, 2022 and 2023 and other matters.

1. Effective January 1, 2020, the City will withdraw the bargaining unit from the Western Metals Industry Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law. This will end the practice of employees forgoing (seventy cents) \$0.70 per hour and also discontinue the City's contribution of (seventy cents) \$0.70 into the Western Metals Industry Pension Fund. Employees will also cease to pay a surcharge of (ninety cents) \$0.90 per hour which is currently not reflected in their published base wage.
2. Effective January 1, 2020, the hourly rate for the Railway Yard Clerk shall be \$38.65.
3. Effective January 1, 2021, the hourly rate for the Railway Yard Clerk shall be \$39.50.
4. Effective January 1, 2022, the hourly rate for the Railway Yard Clerk shall be \$40.00.
5. Effective January 1, 2023, the hourly rate for the Railway Yard Clerk shall be \$40.50.
6. Employees who on December 31, 2019, or on the date of ratification of this Agreement, whichever is later, qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired on or after January 1, 2020, or after ratification of this Agreement, whichever is later, shall not be eligible or participate in the longevity program.

Beginning January 1, 2020, new employees hired after the second pay cycle in January will miss eligibility for the boot allowance. In lieu thereof, these employees will be eligible for reimbursements for the initial purchase of the required footwear up to \$200 for safety-toed boots, upon presentation of receipt.



Division	Budgeted FTE's	2020 Increase	2021 Increase	2022 Increase	2023 Increase	Total
Tacoma Rail	5	\$29,084	\$10,708	\$6,274	\$6,274	\$52,340

Summary:

These wage adjustments are covered by the 2019-2020 Adopted Biennial Budget.

Concur:



Jackie Flowers, Director of Utilities, CEO

2020 - 2023

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba TACOMA RAIL

AND

DISTRICT LODGE #160

on behalf of LOCAL LODGE #297 of the
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

YARD CLERK UNIT

*Per the Railway Labor Act, no Section 6 Notice can be served prior to July 1, 2023 to become effective January 1, 2024.

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DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba TACOMA RAIL

and
DISTRICT LODGE #160 on behalf of LOCAL LODGE #297 of the IAM and AW
YARD CLERK UNIT

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2020 - 2023
AGREEMENT
By and Between
the
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba TACOMA RAIL
And
DISTRICT LODGE #160 on behalf of LOCAL LODGE #297
of the International Association of Machinists and Aerospace Workers
YARD CLERK UNIT

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the Carrier and DISTRICT LODGE #160 OF THE IAM AND AW on behalf of LOCAL LODGE #297 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

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

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 law, state law, the City charter, and City ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, City charter, or City ordinances are paramount and shall prevail.

It is also understood that provisions of Federal Railway Labor Law also govern the relationship of the parties in some instances and where such is the case, the parties recognize that said Federal laws shall prevail and govern.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative at Tacoma Rail for the purposes stated in the Railway Labor Act, as amended, for all the clerical positions including, but not limited to, listed as follows:

Appendix A

7101 Railway Yard Clerk

ARTICLE 3 – JOINT LABOR COMMITTEE

Section 3.1 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 Union on matter 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 directly between the parties to this Agreement.

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to effect this end.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 The City agrees to deduct from the pay of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof.

There shall be no retroactive deduction of union dues.

The Union shall notify the Carrier thirty (30) days in advance of any change in dues deduction.

Section 4.2 The Union agrees to indemnify and save the Carrier harmless against any liability which may arise by reason of any action taken by the Carrier to comply with the provisions of this Article.

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the

sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.4 The Carrier recognizes and will not interfere with the right of their employees to become members of the Union and agrees there shall be no discrimination, interference, restraint or coercion by the Carrier against any employee because of his/her membership in the Union.

ARTICLE 5 – WORK STOPPAGE

The Carrier and the Union agree that the public interest requires the efficient and uninterrupted performance of all Carrier 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 Carrier functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the Carrier.

ARTICLE 6 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Carrier to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Carrier has not specifically abridged, delegated, or modified by this Agreement are retained by the Carrier, 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 Carrier. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the Carrier; (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 the provisions of the Railway Labor Act, state or federal law or this labor agreement.

ARTICLE 7 – UNION ACTIVITIES

Section 7.1 Authorized representatives of the Union may, after notifying the Carrier official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Carrier work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

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

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

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to his/her supervisor upon return to work.
- B. The Union shall furnish the Carrier with a written list of its stewards immediately after his/her designation and promptly notify the Carrier of any change in such stewards; provided that the number shall not exceed one (1) steward.

Section 7.4 Union Stewards shall not be unreasonably denied layoff privileges for the purpose of attending to Union business. However, layoff must be requested of and approved by Carrier official as far in advance as possible. Requests or demands for layoff on short notice may be denied due to customer/Carrier work needs.

Section 7.5 Negotiations The Carrier shall pay the regular straight-time rate for all hours spent in formal contract negotiations between Management and the Union for one (1) Yard Clerk for each negotiation session up to a maximum of eighty (80) hours.

Section 7.6 Up to eighty (80) hours per year of layoff privileges will be extended to the bargaining unit for purposes of Union training, conferences and conventions. In no case will the total of eighty (80) hours per year be exceeded except by mutual agreement between the Carrier and the Union.

ARTICLE 8 – SAFETY STANDARDS

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

Section 8.2 The Carrier and the Union mutually agree that those applicable safety standards as outlined in federal, state, City, customer and department regulations legally binding upon the Carrier shall be complied with, including RULES Book, bulletins and standards. Periodic safety training will be provided. Knowledge of aforementioned safety standards may be periodically evaluated. An employee previously certified on rules who fails to pass a subsequent rules examination will be given a second rules examination before being withheld from service.

It is recognized by the parties signatory to this agreement that the Carrier retains existing right to conduct rules review, safety classes and training classes during assigned working hours without additional pay.

Section 8.3 The employer will make every effort to comply with applicable safety codes as set forth in federal and state law, and employees shall cooperate in the use of all safety devices. All toilets, lunchrooms, and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated with the management in the maintenance of a generally well-kept shop and in the proper use of sanitary facilities.

Section 8.4 Union stewards and/or business representatives or member designated by the Union may attend all safety committees and act as ex officio members of those committees. When acting in such capacity they shall be provided copies of minutes upon request.

Section 8.5 Yard Clerks employed at Tacoma Rail will wear work boots that have ankle support and steel shank soles while on duty. Employees will be granted a \$300 boot allowance payable on the second pay cycle in January of each calendar year.

Beginning January 1, 2020, new employees hired after the second pay cycle in January will miss eligibility for the boot allowance. In lieu thereof, these employees will be eligible for reimbursements for the initial purchase of the required footwear up to \$200 for safety-toed boots, upon presentation of receipt.

ARTICLE 9 – PERSONAL TIME OFF / VACATION

Section 9.1 Personal Time Off. During all designated open enrollment periods, all employees shall have the option to convert to Personal Time Off. Conversion to PTO is irrevocable.

Employees hired after January 1, 2009 and who become covered by this agreement shall be subject to the provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Tacoma Municipal Code. For convenience, that section says, in part:

A. Rate of accrual of Personal Time Off.

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. The Personal Time Off plan is in lieu of vacation and sick leave plans.

Completed Years of Service	No. of 8-Hour Days per Year	Hours per pay period
0 through 3 years	18	5.54
4 through 7 years	21	6.46
8 through 13 years	23	7.08
14 through 18 years	26	8.00
19 years	27	8.31
20 years	28	8.62
21 years	29	8.92
22 years	30	9.23
23 years	31	9.54
24 years	32	9.85
25 years	33	10.15
26 years	34	10.46
27 years	35	10.77
28 or greater years	36	11.08

2. Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

3. No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his or her appointment.

B. Permissible use of Personal Time Off accruals.

1. Use of Personal Time Off. Personal time off shall be taken in full hourly increments with a minimum of four (4) hours.

2. Planned Use of Personal Time Off. Personal Time Off requests may be required in writing and the appointing authority, or his or her designee, shall consider the request and shall approve or deny it.

3. Unplanned Use of Personal Time Off. For purposes of this agreement unplanned use of personal time off is defined as less than seven (7) calendar days' notice.

A. Personal Time Off may be used without prior approval for employee or family emergencies including when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official.. If an advance written request is not possible, the employee shall notify his or her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his or her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which does not qualify for mandatory paid sick leave and which interferes with job performance or City operations may subject the employee to corrective action.

4. Employee is allowed to use any or all of the employee's choice of sick leave or Personal Time Off to provide care for a family member with a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:

- a. A child, including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child.
- c. A spouse.
- d. A registered domestic partner.
- e. A grandparent.
- f. A grandchild.
- g. A sibling.

Sick leave or Personal Time Off may be used when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official.

5. Permissible Cash-out of Accrued Personal Time Off, consistent with TMC 1.12.248.
 - a. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December), but who has used less than 80 hours of planned Personal Time Off during the same calendar year, may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.
 - b. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.
 - c. For any request submitted pursuant to subsections a or b above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid under either option set forth above shall be paid into the Employee Benefit Trust Fund.
- C. Maximum accrual of Personal Time Off.
 1. Each employee may accrue a maximum of 960 hours of Personal Time Off.
 2. If the appointing authority, or his or her designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum, allowed the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.
- D. Compensation upon separation from City service.
 1. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of separation.
 2. Upon the death of an employee, the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of death.
- E. Conversion of vacation accruals. Employees converting to the Personal Time Off plan who currently have vacation accruals will have those accruals converted to Personal Time Off on an hour for hour basis (1:1).
- F. Conversion of sick leave accruals. Employees converting to the Personal Time Off plan who currently have sick leave accruals must specify one of the following options: (1) placing accruals in a sick leave bank; (2) converting accruals to Personal Time Off; or (3) a combination thereof, as set forth below.
 1. Sick Leave Bank.
 - a. Accrued sick leave as of the last pay period, after a designated enrollment period, may be placed into a sick leave bank.
 - b. Use of Sick Leave Bank. An employee may choose to use sick leave from this bank for any reason specified in Sections 1.12.230 and 1.12.232 of the Tacoma Municipal Code, after an absence of more than three consecutive days.

c. Depletion of Sick Leave Bank. Employees do not accrue any additional sick leave after the conversion to the Personal Time Off plan. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.

d. Cash Out of Sick Leave Bank.

(i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of 25 percent of an employee's sick leave accrual in his or her sick leave bank at the rate for the classification in which he or she was working in at the date of separation subject to the provisions of Section 1.12.229 of the Tacoma Municipal Code (VEBA).

(ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days at the rate for the classification in which he or she was working in at the date of separation.

2. Conversion of Sick Leave to Personal Time Off. An employee who converts to Personal Time Off during a designated enrollment period may elect to convert sick leave accruals as of the last pay period after a designated enrollment period to Personal Time Off using a ratio of 24 hours of sick leave to 8 hours of Personal Time Off (3:1) up to a combined (current vacation accruals and converted sick leave) maximum of 720 hours of Personal Time Off.

3. Combination. An employee may elect to convert some, but not all, of his or her sick leave to Personal Time Off. Any sick leave not specifically converted during a designated enrollment period will be placed in a sick leave bank as set forth above.

Section 9.2 Vacation Employees hired prior to January 1, 2009 and who have elected to remain on the vacation leave plan shall have vacation as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

A. Rate of accrual of vacation leave.

1. Full-time employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service.

<i>Completed Years of Service</i>	<i>Accrued Hours Per Pay Period</i>	<i>Number of 8-hour Days of Per Year</i>
0 through 3 years	3.69	12
4 through 7 years	4.6	15
8 through 13 years	5.22	17
14 through 18 years	6.14	20
19 years	6.45	21
20 years	6.76	22
21 years	7.07	23
22 years	7.38	24
23 years	7.69	25
24 years	8	26
25 years	8.31	27
26 years	8.62	28

27 years	8.93	29
28 or greater years	9.24	30

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

2. No employee shall earn more vacation in any one calendar year than the above stipulated days, and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
3. Extra Board employees will accrue vacation prorated on the number of hours worked.
4. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
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 Carrier, and, as far as practicable, the preferences of the employees.
6. Vacations shall be taken in one (1)-hour increments with a minimum of four (4) hours.

ARTICLE 10 – SICK LEAVE

Section 10.1 Sick Leave Employees hired prior to January 1, 2009 and who have elected to remain on the sick leave plan shall have sick allowance with pay as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part for the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period which is equivalent to approximately one working day for each full calendar month of service. There is no limit to the number of days sick leave an employee may accrue.
- B. Sick leave shall be taken in one (1) hour increments with a minimum of four (4) hours.
- C. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25%) percent of his/her sick leave accruals; an employee separated in good standing from service for any other reason is compensated to the extent of ten (10%) percent of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

Section 10.2 - Supplemental Benefits There is hereby established a non United States governmental plan for sickness insurance, within the meaning of Section 1 (j) of the Railroad Unemployment Insurance Act. The purpose of this plan is to supplement the sickness benefits payable under the Act, not to replace or duplicate those benefits. Benefit payments under this

plan are not intended to be wages or salary or pay for time lost and will not increase an employee's "years of service" under the Railroad Retirement Act.

- A. Each regular full-time, probationary, or permanent extra employee shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period in which they have any regular time for which regular pay will be received. Eligible employees who are on a leave of absence for active duty training or for inductive purposes shall accrue sick leave. Sick leave shall be credited to an employee's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned. There shall be no limit on sick leave accruals.
- B. Sickness benefits paid under this Article 10 shall be equal to one hundred (100) percent of the employee's regular basic daily rate; provided that if the employee has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the class of position that the employee has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the sick leave taken.
- C. Where the benefits under this Article supplement an allowance from a Railroad Retirement Board (RUIA), the combined total of such supplemental benefits and the allowance received from the Railroad Retirement Board for any one (1) day shall not exceed one hundred (100) percent of the appropriate basic daily rate. A Yard Clerk who forfeits any allowance from the Railroad Retirement Board because of failure to timely file for such benefits shall also forfeit any benefits he would otherwise be entitled to under this Article. By mutual agreement, as a result of collective bargaining under the provisions of the Railway Labor Act, as amended the Carrier agrees to pay the employee one hundred (100) percent of his/her basic daily rate including benefits received from RUIA and the employee upon receipt of RUIA benefits shall endorse and turn over to Tacoma Rail monies received. Failure to comply with this agreement shall be cause for forfeiture of all benefits under this agreement including monies and hours. Flagrant violations of this agreement shall be cause for disciplinary action. Employees paid in advance under the provisions of this Article, and failing in their responsibility that causes forfeiture of benefits shall be liable to repay monies received to Carrier.
- D. Benefits under this Article apply to non-occupational injury or bona fide sickness of organic origin and of sufficient severity to disable the employee, provided that such non-occupational injury or sickness was not caused by the use of drugs or intoxicants, recklessness, gross negligence or any act contrary to law. Benefits shall not apply to routine doctor or dental appointments.
- E. In order to be granted benefits under this Article, the employee must report to the proper authority the reason for the absence and keep the Assistant Superintendent - Administration informed of his condition if the absence is of more than four (4) working days' duration. The Assistant Superintendent - Administration must be satisfied that the reason for each absence is legitimate, and satisfactory evidence, including a verifying certificate from a reputable physician, verifying that the employee was physically unable to perform his/her regular duties may be required.

ARTICLE 11 – ON THE JOB INJURY

Any Tacoma Rail employee injured on the job shall elect (1) whether to be reimbursed for medical expense and time loss by the City under Chapter 1.12 of the Tacoma Municipal Code on a full release base, or (2) through the provisions of the Federal Railroad Retirement Act, or (3) the Railroad Federal Employers' Liability Act. The Carrier, in the event the employee elects to proceed under alternate (2) on demand and proper invoice shall reimburse the Railroad Retirement account for such costs so expended from said account on the employee's behalf. In the event the employee elects to proceed under alternate (3), the Carrier shall be credited with an offset for any such costs expended on behalf of the employee. Any sick leave used under alternates (1) and (2) shall be reinstated to the extent of that credited and accumulated prior to such injury but not to exceed ninety (90) days in total. In the event of a change to Chapter 1.12 of the Tacoma Municipal Code, the parties agree to enter into immediate negotiations to resolve any conflicts of this Article with the Tacoma Municipal Code.

ARTICLE 12 – HOLIDAYS

Section 12.1 - Holidays: This article supersedes provisions of the Tacoma Municipal Code and Section 6.12 of the Joint Labor Contract with which it conflicts. Railway Yard Clerks shall be compensated for the following holidays in accordance with the provisions of this section:

New Year's Day (January 1);
Memorial Day (last Monday in May);
Fourth of July;
Labor Day (1st Monday in September);
Thanksgiving Day;
and Christmas Day (December 25).

All holidays shall be observed on the day in which they fall.

An employee shall receive pay for the holiday provided he/she is in a paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday.

When a holiday falls on an employee's rest day, he/she may request the preceding or following day off as unpaid. Subject to Management discretion and based upon staffing requirements, the employee may be allowed to take an alternate day off as unpaid within the same pay period as the holiday. In the event two or more requests are received for the same day, seniority shall prevail.

In the event sufficient Yard Clerks are available for service as determined by Management, and no additional expense will accrue to the Carrier, the requirement that a Yard Clerk performs service on his/her workdays immediately preceding and following such holiday may be waived.

NOTE: The employee who bid the shift which includes the holiday shall have first right to work the holiday. If the employee declines, the Carrier and Union agree that Yard Clerks shall be asked in seniority order to work on a designated holiday in the above paragraph. In the event no senior Yard Clerk desires to work and Carrier still requires their service, the junior Yard Clerk(s) may be forced. In any event all service performed on one of the six holidays listed above shall be at two (2) times the regular rate.

- A. Floating Holidays: In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the Carrier for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement. Such additional holidays shall be scheduled so as to meet the operating requirements of the Carrier and, as far as practicable, the preferences of the individual employees. The floating holiday may not be taken without prior approval of the appointing authority. Floating holidays shall be taken in 12-hour increments.
- B. All regularly assigned employees shall be entitled to holiday pay and paid for holidays at the rate of their regular classification except in those instances where they are working in higher or lower positions, either on temporary appointments or by assignment to extra list, in which case they shall be paid at the rate appropriate to the appointment in effect at the time of the holiday. If the employee's rate of pay is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday pay. If an employee works on the holiday, the class in which he/she is working will determine the rate of holiday pay.

ARTICLE 13 – BENEFITS

Section 13.1 Medical, dental, hospital and disability insurance shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 13.2 Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay fifty percent (50%), or more, as budgeted therefore, of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is equal to one times his/her annual salary, rounded to the next highest thousand dollars.

Section 13.3 - Jury Duty A regularly employed full time Yard Clerk shall be granted leave of absence at his/her normal rate of pay if called for jury duty. Carrier and Union agree that employees covered by this Agreement shall be compensated for jury service as follows:

- A. Jury service is recognized as 8-hour increments of pay which conflicts with the 12-hour work schedule of the Railway Yard Clerk;
- B. Daily compensation of 12 hours would continue for each day of actual jury service; this would ensure no interruption of pay stability for the employee involved;
- C. In the event an employee serves 80 hours or a full pay period, the employee would receive 80 hours pay for jury duty;
- D. Jury Duty Service is documented by the Courts Jury Administrator and the employee is required to submit said documentation to be eligible for jury duty pay;
- E. Monies received for jury duty paid by the courts will be deducted from employee's gross pay.

- F. In the event a Yard Clerk called for jury duty works the night/graveyard shift, they will be held off their regular shift the night immediately before they are required to report for jury duty and will be compensated a basic day's pay. A Yard Clerk reporting for jury duty will not be required to protect their assignment on the same night/graveyard shift.

ARTICLE 14 – NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination against any and all classes protected under federal, state or local laws, including, but not limited to race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

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

ARTICLE 15 – HOURS OF WORK

- A. The hours of work shall consist of 12 hour work shifts, with 3 days on and 4 days off, 4 days on and 3 days off unless changed by mutual agreement; each pay period will consist of 80 straight-time hours, plus 4 hours at the overtime rate of time and one-half.
- B. Starting times for 12-hour work shifts shall be 6:00 a.m. and 6:00 p.m. unless changed by mutual agreement. Markup shall be by written bid made to the Assistant Superintendent – Administration, or designee, on a quarterly basis, and awarded in seniority order.
- C. Carrier and Union acknowledge that the hourly rate of pay includes recognition of payment for breaks and meal periods not being taken away from work stations.

ARTICLE 16 – AVAILABILITY AND LAYOFF PROCEDURES

Regularly assigned Yard Clerks shall be required to provide a minimum of three (3) hours' notice when laying off. Yard Clerks who layoff will be required to mark up no later than twelve (12) hours prior to the start time of their next regularly assigned shift.

All known vacancies shall be filled by calling the next available Yard Clerk.

Availability is defined as the ability to perform service at the straight time rate without regard to seniority, but in no case already assigned for that twenty-four (24) hour mark-up period.

Order of Call:

1. Calls for overtime would be in seniority order provided no straight time employees are available.
2. As a voluntary extension of shift, up to an additional six (6) hours. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.
3. In the event no regular full-time Yard Clerk fills an overtime vacancy, other methods as determined by the Carrier shall be applied.

Employees assigned to known vacancies shall not be recalled by the Carrier for new vacancies. Movements, required by customer demand, of an entire shift would require recall to the affected Yard Clerk.

ARTICLE 17 – OVERTIME

- A. Service performed in excess of eighty (80) hours within any pay period will be considered overtime and will be paid for at the rate of time and one-half (1-1/2). (See note below for exceptions).
- B. An employee performing service in excess of twelve (12) continuous hours shall be paid at one and one-half (1-1/2) times the hourly rate for time worked in excess of twelve (12) hours. No Yard Clerk shall work longer than 16 hours within a twenty-four (24) hour period, except in cases of voluntary shift extension as provide for in Article 16.
- C. An employee performing service on holidays as specified in Article 12 shall be paid at two (2) times the hourly rate in addition to holiday pay.
- D. Employees performing service beyond his/her scheduled consecutive work week shall be paid one and one-half (1-1/2) times the basic straight time rate for such excess work except:
 1. When changing off where it is the practice to work alternately days and nights for certain periods.
 2. When exercising seniority rights from one assignment to another.
- E. There shall be no overtime on overtime.

NOTE: Sick leave and Personal Time Off Unplanned shall not count as service performed. In the event a Yard Clerk is paid sick leave or unplanned personal time off, in lieu of performed service, during their 36 hour work week, in a payroll period, their 4 hour overtime payment will not be reduced for that period. Conversely, a Yard Clerk paid sick leave or unplanned personal time off in lieu of performed service, during their 48 hour work week shall not be paid the 4 hours of overtime normally earned.

In the event a Yard Clerk is paid sick leave, unplanned personal time off or leave without pay for more than one (1) working shift within the entire pay period, a Yard Clerk will not be eligible for

overtime compensation until 80 hours of service has been performed. Vacancies occurring shall be called in seniority order.

ARTICLE 18 – GUARANTEED POSITION

A. Carrier and Organization agree to create a guaranteed position for one (1) Railway Yard Clerk.

B. The rate of pay for this position is guaranteed compensation equal to eighty (80) straight time hours per pay period.

C. Carrier and Organization agree that the guaranteed rate of pay shall be offset by:

1. All hours worked.
2. Sick leave pay.
3. Vacation.
4. Personal Time Off planned/unplanned
5. Holidays.
6. Jury Duty.
7. All earnings in any craft.

D. Carrier and Organization agree that the guaranteed position will protect vacancies as follows:

1. Scheduled vacancies of Railway Yard Clerks - 1st priority. (Scheduled vacancies are defined as those Yard Clerk vacancies arranged seven (7) or more calendar days in advance.)
2. Vacancies created by Yardmaster - 2nd priority
3. The guaranteed position will also protect non-scheduled vacancies or may be called to perform service for the Carrier that are within the scope of the Yard Clerk duties; and
4. The guaranteed position may be called to assist other Yard Clerk staff with assigned work as authorized by the Assistant Superintendent – Administration. When so called in, the guaranteed position responsibilities will focus on checking outlying service areas of Tacoma Rail in addition to updating customer facility inventories; and
5. The minimum call in for the guaranteed position is for four (4) hours.
6. The guarantee position will be provided with one identified rest day per week, when practicable.

ARTICLE 19 – EXTRA BOARD

A. Carrier and Organization agree that an employee Extra Board may be established.

B. Employees assigned to the Extra Board will not receive a guaranteed income.

- C. Employees assigned to the extra board shall protect all vacancies or call ins and shall not be called in for less than (4) four hours service.
- D. Eligible employees assigned to the Extra Board may receive pro-rated benefits such as medical, personal time off or vacation and sick leave accruals.
- E. Where there is a Yard Clerk on the Yard Clerk extra board available for work at the straight time rate, such Yard Clerk shall be called before calling a Yard Clerk in the Yard Clerk craft at the overtime rate.

ARTICLE 20 – RAILWAY YARD CLERK DUTIES

Under the direction of the Tacoma Rail Assistant Superintendent – Administration, the Railway Yard Clerks perform railroad related clerical duties. Duties are determined by management as outlined in the classification of Railway Yard Clerk, 7101, which include, but are not limited to the following:

Run reports and provide electronic notification to customers identifying railcar availability and/or bad order status.

Input customers' special instructions, releases, placements, spotting and pulling requests into the railcar tracking system to maintain an accurate inventory of railcars available for all Tacoma Rail customers.

Verify industries and update the information as necessary to accurately reflect the daily activities and movement of the railcars. Generate and print or fax reports for the Yardmaster, managers, switch crews, customers or others.

Create and generate hazardous paperwork for the switch crews, Yardmaster, Federal Railroad Administration, and other authorized personnel as required by federal regulations.

Maintain tower operations while Yardmaster is away from the desk to include radio communications with switch crews and Class I railroads; track and time authorization; assist with inquiries as necessary.

Transport crews to and from job site(s) as necessary; deliver zone lists, switch lists and/or other paperwork to switch crews as necessary.

Apply proper billing to inbound and outbound railcars; constructively place railcars, update railcars to lease status; route bad order or damaged railcars to appropriate repair shops throughout North America; ramp and de-ramp intermodal railcars.

Manually apply container information to intermodal cars when not provided electronically by customers.

Electronically assemble contract trains from intermodal terminals and prepare for Class I departure.

Verify inbound and outbound trains from Class I railroads and switch crews; enter information into the railcar tracking system in proper sequence on corresponding tracks.

Document accurate, up-to-date inventory of Tacoma Rail division(s) in preparation for a closure due to a holiday or other than 24/7 operations. Upon reopening, verify new arrival(s) and/or departure(s) on all Tacoma Rail yard, support and interchange tracks.

Perform related Yard Clerk duties as assigned.

ARTICLE 21 – TRAINING

Section 21.1 The training program is defined as that program which provides cross training opportunities for Tacoma Rail employees.

The first completed work shift after completion of the training program will establish a seniority date. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of Tacoma Rail permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities.

This provides for Seniority Rights, subject to the City's legal and contractual obligations. The Carrier agrees that Civil Service examinations shall be held on a promotional basis for all other than entry-level positions from among current employees who meet the minimum qualifications. The Carrier is not restricted from also holding the examination for the above positions on an open basis when necessary to obtain a sufficient number of qualified eligible candidates. The following terms and conditions shall apply:

- A. Training Program - All Tacoma Rail employees who voluntarily apply and are accepted to participate in the training program shall retain and continue to accrue seniority previously established.
- B. Rates of Pay - Candidates accepted into the training program shall be paid at their current level of pay while they are being trained.
- C. Candidates who have successfully completed training must protect the last craft for which training was completed.
- D. The training program will be a minimum of six (6) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.
- E. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

Section 21.2 Training as a Yard Clerk. The first completed work shift after completion of the training program will establish a Yard Clerk seniority date.

The Carrier is not restricted from holding an examination for the Yard Clerk position on an open basis when necessary to obtain a sufficient number of qualified eligible candidates. The following terms and conditions shall apply:

- A. The Union agrees to designate a training coordinator(s) to facilitate the training of candidates. The Carrier must concur with the employee(s) designated as training coordinator(s). An employee assigned this function will be paid one hour of straight time pay for each day so assigned.
- B. The training program will be a minimum of six (6) weeks and a maximum of twenty-six (26) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.
- C. Once a candidate has successfully completed the Yard Clerk training program, a 125-work shift probation period begins. Evaluations will be conducted throughout the probation. After probation completion, a permanent appointment to the classification may be made.
- D. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

Section 21.3 Yard Clerk Meetings.

- A. Yard Clerks who are directed by the Carrier to attend a meeting shall be paid for actual time attending the meeting, with a minimum of four (4) hours, to be paid for at the straight time rate of pay.
- B. If the meeting is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of the shift, work and the meeting shall be combined and paid for on a continuous basis. All hours in excess of twelve (12) shall be paid at the overtime rate of pay.
- C. If meeting is conducted during the working shift, no additional payment will be made for attending the meeting.

ARTICLE 22 – SENIORITY

Seniority shall be defined as all time in the Yard Clerk classification (as identified by a personnel action request – PAR), following completion of the training program. Employees who have promoted out of the unit into a non-represented position shall have their seniority continue to accrue as if they were still in the craft.

Employees who have promoted out of the unit may return to the bargaining unit under the following circumstances: (1) on a voluntary basis when there is a vacant position or (2) exercise seniority to bump back as a result of a reduction in force.

ARTICLE 23 – DISCIPLINE

Section 23.1 - General Requirements

- A. It is understood that the parties hereto are also governed by provisions of the Federal Railway Labor Act (RLA) as amended, and with respect to disciplinary matters it is

agreed that discipline (set forth below) is intended to comply with the RLA and shall be exclusively applied, Civil Service Rule 1.24.950 and 1.24.955 notwithstanding.

- B. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial investigatory hearing as provided under the RLA, except that an employee may waive a hearing in accordance with Section 23.2B1. Nothing herein shall restrict the Carrier from having informal conversations with employees as part of a preliminary fact finding activity prior to a Formal Hearing.
- C. An employee shall not be held from service pending an investigatory hearing except in serious cases, such as theft, altercation, Rule "service" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous.

Section 23.2 - Formal Investigatory Hearing

A. Notice of Investigatory Hearing

1. An employee directed to attend a formal investigatory hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, to the last known address or hand-delivered within a reasonable period of time but not to exceed ten (10) days from the date of occurrence of, where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The Carrier shall provide the Shop Steward and Business Representative a copy of the signed notice.

NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. Delivery at the employee's home shall be made only when other means of delivery are not practicable.

2. The notice shall state the date, time and place the hearing is to be held which shall not be less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
3. The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide facts.
4. The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
5. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section 23.2B, the notice of hearing shall so specify.

B. Waiver of Hearing

1. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally through or with the employee's representative, the act or occurrence and the employee's responsibility, if any. If disposition of the charges is made on the basis of the employee's acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility. Disposition of cases under this paragraph (1) shall not establish precedents in the handling of any other cases.
2. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

C. Postponements of Hearing

1. Consistent with the provisions of Section 23.2 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

D. Conduct of Hearing

1. The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved, at the home terminal of the majority of the employees.
2. NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.
3. The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
4. An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
5. If the formal hearing is not held within the time limits specified in Section 23.2, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
6. The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

Section 23.3 - Transcript of Hearing

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at appropriate Carrier facility.

In any case where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript will be furnished to the employee and the employee's representative promptly upon request.

Section 23.4 – Investigatory Hearing Decision

- A. If the formal investigatory hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by certified U.S. mail or hand-delivered to the Yard Clerk. The Carrier will provide a copy of the results letter to the Shop Steward and the Business Representative.

NOTE: This rule does not preclude delivery of the decision at reasonable times by a Carrier representative. Delivery at the employee's home shall be made only when other means of delivery are not practicable.

- B. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

Section 23.5 - Compensation for Attending Hearings

- A. Witnesses, as referred to in Section 23.2A and B, who are directed by the Carrier to attend a hearing, shall be compensated for all time lost for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
- B. If the hearing is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of shift, work and hearing shall be combined and paid for on a continuous basis.
- C. If hearing is conducted during working shift, no additional payment will be made for attending hearing.
- D. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. Where no time is lost the employee shall be paid

for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

Section 23.6 - Time Limit on Appeal

- A. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be addressed to the Superintendent, Carrier's highest designated appeals officer, and presented in writing by or on behalf of the employee involved, to the Superintendent's office, or by certified mail, within sixty (60) days from the date of notification of the assessment of discipline. Failing to comply with this provision, the decision shall be considered final, but this shall not be considered as a precedent of waiver of the contentions of the employees as to other discipline cases.

Conference must be scheduled within ten (10) days of the Carrier's receipt of the appeal and be held within thirty (30) days unless an extension is mutually agreed to by the parties.

The Superintendent shall issue a written response to the appeal within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the Yard Clerk, he/she will be paid in accordance with Section 23.5 of this Article. If the appeal is denied, the reasons for such denial shall be given. If no decisions rendered within thirty (30) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other discipline cases.

- B. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient, and need not be repeated in each subsequent appeal.
- C. If at any point in this appeals procedure, or in proceedings before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- D. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

Section 23.7 - Effect of Time Limits

- A. The time limits and other processes set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary. Time limits may be extended by mutual agreement in writing.

ARTICLE 24 – TIME REPORTS AND GRIEVANCES

Section 24.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by the grieving party to the other party within sixty (60) days of the alleged violation, or the date on which the grieving party should reasonably have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

- Step 1 Employee raises grievance with his/her immediate supervisor or Union representative raises grievance with the Carrier official most immediately involved (written communication not required).
- Step 2 The employee and/or his/her Union representative shall, as soon as possible but not later than sixty (60) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the Carrier official most immediately involved. The supervisor or official shall within sixty (60) days, record his/her disposition in written detail, returning same to the Union representative and the employee.
- Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within sixty (60) days of receipt of the supervisor's disposition take up the matter with the Tacoma Rail Superintendent, or his/her designated representative (with a copy to Human Resources). Management shall, within sixty (60) days of receipt of the grievance, and after consulting with the Human Resources Director, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 24.2 Grievances not resolved may be referred to arbitration by the employee or Union. The Union shall give notice of its intention to arbitrate within sixty (60) days following completion of steps listed. Arbitration procedures shall be as set forth in Section 3 of the Railway Labor Act. Any decision by the arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives, witnesses, and attorney's fees. The Union and the Carrier shall share equally in the cost of services from the neutral arbitrator or tribunal. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section 24.3 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of two (2) members of Labor, the Union Business Representatives or a designee, and one (1) bargaining unit employee appointed by the Union; the Human Resources designee; and one (1) management staff appointed by the Rail Superintendent.

The Committee shall be primarily advisory in nature and will meet on a quarterly basis on the first Thursday in the months of March, June, September and December. Meetings may be cancelled or postponed by mutual agreement. The Committee shall be used to discuss and investigate issues of common concern and may be used to discuss negotiable issues.

The Committee shall establish its own rules of procedure, chair, and time and place of meetings.

ARTICLE 26 – SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

ARTICLE 27 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020, to and including December 31, 2023, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto under the provisions of the Railway Labor Act as amended. It is the intent of the parties to this Agreement that a Section Six Notice for change or modification shall not be submitted prior to July 1, 2023 to be effective no sooner than January 1, 2024.

APPENDIX A

DISTRICT LOCAL #160 on behalf of LOCAL LODGE #297 of the IAM and AW

Bargaining Unit Wages

Effective upon ratification of this Agreement or on January 1, 2020, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$38.65.

Effective upon ratification of this Agreement or on January 1, 2021, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$39.50.

Effective upon ratification of this Agreement or on January 1, 2022, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$40.00.

Effective upon ratification of this Agreement or on January 1, 2023, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$40.50.

All new employees shall be paid as follows:

0-12 months 75% of journey rate

Increase to 100% of journey rate upon successful completion of the probationary period

Longevity Pay

Employees who on December 31, 2019, or on the date of ratification of this Agreement, whichever is later, qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired on or after January 1, 2020, or after ratification of this Agreement, whichever is later, shall not be eligible or participate in the longevity program.

Deferred Compensation

The Carrier will match the 457(b) deferred compensation contributions of Tacoma Rail Yard Clerks covered by the Federal Railroad Retirement Act up to a maximum matching contribution of three (3) percent.

Retirement Contribution

Upon ratification of this Agreement, the City will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law.

EXECUTED IN TACOMA, WASHINGTON, ON THIS _____ DAY OF _____ 2019.

City of Tacoma
Department of Public Utilities:

District Lodge #160 on behalf of LOCAL
LODGE #297 of the IAM and AW:

Director of Public Utilities

Business Representative

City Manager

Senior Labor Relations Manager

Superintendent Tacoma Rail

APPROVED AS TO FORM:

City Attorney

Attest:

City Clerk

Index of Memorandums of Understanding

160 Yard Clerks 2020-2023

- | | |
|--|------------------------------------|
| 1. Use of Extra Board Under Article 19 | April, 16, 2010
January 1, 2020 |
| 2. Amendment to the Use of Extra Board under Article 19 | July 5, 2011 |
| 3. Rotation Day | 2019 |
| 4. Pilot Project for Guaranteed Position 4x10 Scheduling | 2019 |

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT
MEMORANDUM OF UNDERSTANDING
Use of Extra Board under Article 19**

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 19, Extra Board, of the 2020-2023 collective bargaining agreement.

The intent of this memorandum is to clarify the utilization of the Extra Board and is not intended to modify Article 19 of the collective bargaining agreement, nor be precedent setting for any future matters relating to Tacoma Rail.

Employees who are assigned to the Extra Board will be required to participate in training and perform temporary Yard Clerk functions and responsibilities as assigned by the Carrier. The terms and conditions of the training program in Article 21 shall apply.

In the event an employee assigned to the Extra Board comes from a different craft ("cross craft") within Tacoma Rail and is represented by a different union, the employee when so assigned as a Yard Clerk, will be required to assume the terms and conditions of the Yard Clerk classification, which includes working under the Yard Clerk collective bargaining agreement, receiving Yard Clerk compensation, and all other items not specifically stated herein.

It is understood this Memorandum of Understanding will be in effect upon signatures of the parties. This will remain in effect until terminated by mutual agreement of the Union and the Carrier, or unilaterally by either the Union or the Carrier with a ninety (90) day written notice.

Originally executed on April 16, 2010. Updated for inclusion in the 2020-2023 CBA, effective January 1, 2020.

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT**

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
Use of Extra Board under Article 19
Dated April 16, 2010**

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 19, Extra Board, of the 2009 – 2011 collective bargaining agreement.

This amendment to the original memorandum of understanding dated April 16, 2010 is to clarify the intent of the Parties recognizing the investment of resources expended to train extra board Yard Clerks, and that the most senior extra board Yard Clerk employee shall be appointed to the next permanent position that becomes available, pursuant to Article 21 of the current collective bargaining agreement.

It is understood this Amendment to the Memorandum of Understanding will be in effect upon signatures of the parties. This will remain in effect until terminated by mutual agreement of the Union and the Carrier, or unilaterally by either the Union or the Carrier with a ninety (90) day written notice.

Executed this 5th day of July, 2011.

Original Signed By

For IAM & AW, District Lodge 160
Robert Westbrook Business Representative

For City of Tacoma, Tacoma Rail
Dale King, Rail Superintendent
John Dryer, Labor Relations Manager

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT
MEMORANDUM OF UNDERSTANDING**

Rotation Day

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 15, Hours of Work.

The intent of this memorandum is to distribute work load during the week evenly and to share weekends.

The Yard Clerk Unit wants to change the work week rotation day from Thursday to Wednesday.

The rotation day shift will occur on first quarter bid after ratification of contract.

The Union will provide a thirty (30) day notice to Carrier if the Yard Clerk Unit votes to revert back to Thursday. The rotation day reversion will occur on first quarter bid after the Union's notification to the Carrier.

Both parties acknowledge the rotation day is not noted in Article 15 and this memorandum has no intent to change 12 hour work shifts.

It is understood this Memorandum of Understanding will be in effect upon signatures of the parties.

Executed this ___ day of ____, 2019.

Superintendent Tacoma Rail (Date)

Business Representative (Date)

Sr. Labor Relations Manager (Date)

Shop Steward (Date)

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT
MEMORANDUM OF UNDERSTANDING**

“Pilot Project for Guaranteed Position 4x10 Scheduling”

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 16, “Availability and Layoff Procedures” and Article 18 “Guaranteed Position”, of the 2020-2023 collective bargaining agreement.

The intent of this memorandum is to establish a Pilot Project with the goals of improving schedule predictability for the “Guaranteed Position” as described in Article 18 and clarifying the assignment of overtime work as described in Article 16, “Availability and Layoff Procedures”.

This Memorandum specifically modifies the work rules of Article 16 and Article 18 during the term of the Pilot Project. If the Pilot Project ends, the parties agree that applicable work rules will revert to the prior past practice as codified in Article 16 and Article 18 of the Collective Bargaining Agreement.

Now, therefore, the parties agree to the following modification of the Collective Bargaining Agreement only during the term of the Pilot Project:

Article 16, “Availability and Layoff Procedures,” will be amended as follows:

ARTICLE 16 – AVAILABILITY AND LAYOFF PROCEDURES

Regularly assigned Yard Clerks shall be required to provide a minimum of three (3) hours’ notice when laying off. Yard Clerks who layoff will be required to mark up no later than twelve (12) hours prior to the start time of their next regularly assigned shift.

All known vacancies shall be filled by calling the next available Yard Clerk.

Availability is defined as the ability to perform service at the straight time rate without regard to seniority, but in no case already assigned for that twenty-four (24) hour mark-up period.

Order of Call:

1. As a mandatory extension of a ten hour “Guaranteed Position” shift, up to an additional three (3) hours. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.
2. Calls for overtime would be in seniority order provided no straight time employees are available. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.

3. As a voluntary extension of shift, up to an additional six (6) hours. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.
4. In the event no regular full-time Yard Clerk fills an overtime vacancy, other methods as determined by the Carrier shall be applied. This may include assignment of the duties to an employee in another craft, assignment of the duties to a non-represented management employee, utilization of outside contractors, or any other such means as the Carriers shall determine at its sole discretion.

Employees assigned to known vacancies shall not be recalled by the Carrier for new vacancies. Movements, required by customer demand, of an entire shift would require recall to the affected Yard Clerk.

Article 18, "Guaranteed Position," will be amended as follows:

ARTICLE 18 – GUARANTEED POSITION

- A. Carrier and Organization agree to create a guaranteed position for one (1) Railway Yard Clerk.
- B. The rate of pay for this position is guaranteed compensation equal to eighty (80) straight time hours per pay period.
- C. Carrier and Organization agree that the guaranteed rate of pay shall be offset by:
 - a. All hours worked.
 - b. Sick leave pay.
 - c. Vacation.
 - d. Personal Time Off planned/unplanned
 - e. Holidays.
 - f. Jury Duty.
 - g. All earnings in any craft.
- D. When, at the sole determination of the Carrier, it is practicable, the Guaranteed Position will be regularly scheduled to work four (4) ten (10) hour shifts per week. These shifts will be scheduled Monday through Thursday, beginning at 5:00 am and concluding at 3:00pm. The purpose of these shifts is to provide additional assistance during the busiest hours of work, to provide continuity during turnover and shift transitions, to protect scheduled vacancies, and to perform any and all duties appropriate to the craft. There shall be no obligation to backfill this position if vacant.
- E. Carrier and Organization agree that the guaranteed position will protect vacancies as follows:
 - a. Mandatory extension of a ten hour shift, up to an additional three (3) hours, to protect a day-shift vacancy.

b. Scheduled vacancies of Railway Yard Clerks - 1st priority. (Scheduled vacancies are defined as those Yard Clerk vacancies arranged seven (7) or more calendar days in advance.)

c. Vacancies created by Yardmaster - 2nd priority

~~The guaranteed position will also protect non-scheduled vacancies or may be called to perform service for the Carrier that are within the scope of the Yard Clerk duties; and~~

~~The guaranteed position may be called to assist other Yard Clerk staff with assigned work as authorized by the Assistant Superintendent – Administration. When so called in, the guaranteed position responsibilities will focus on checking outlying service areas of Tacoma Rail in addition to updating customer facility inventories; and~~

d. The minimum call in for the guaranteed position is for four (4) hours.

~~e. The guarantee position will be provided with one identified rest day per week, when practicable.~~

These changes shall become effective upon signatures of the parties, with implementation aligned with shift bidding for First Quarter 2020.

This Memorandum will remain in effect until terminated by mutual agreement of the Union and the Carrier, or unilaterally by either the Union or the Carrier with twenty eight (28) calendar days' written notice. Unless otherwise agreed by the parties, upon termination of this Memorandum, the applicable work rules will revert to the prior past practice as codified in Article 16 and Article 18 of the Collective Bargaining Agreement. Upon request of either party, the parties agree to convene a Labor Management meeting during the 28 day window for the purpose of discussing the rationale for the discontinuation of the Pilot Program and identifying potential mutually agreeable alternatives.

Superintendent Tacoma Rail (Date)

Business Representative (Date)

Sr. Labor Relations Manager (Date)

Shop Steward (Date)



RESOLUTION NO. U-11120

1
2 A RESOLUTION related to a Collective Bargaining Agreement between the City
3 of Tacoma and the District Lodge #160 on behalf of Local Lodge #297 of
4 the International Association of Machinists and Aerospace Workers,
General Unit.

5 WHEREAS the City and District Lodge #160 on behalf of Local Lodge
6 #297 of the International Association of Machinists and Aerospace Workers,
7 General Unit , have negotiated a proposed Collective Bargaining Agreement
8 ("Agreement"), and
9

10 WHEREAS the Agreement covers approximately 93 budgeted, full-time
11 equivalent positions, with 66 FTEs assigned within General Government and 24
12 FTEs assigned within Tacoma Public Utilities, and

13 WHEREAS the Agreement is for a four-year term effective January 1,
14 2020, through December 23, 2023, and

15 WHEREAS wages will be increased two percent (2%) each year on
16 January 1, 2020, January 1, 2021, January 1, 2022 and January 1, 2023, and

17 WHEREAS other significant changes in the Agreement include:
18

19 1) Withdrawal of the unit from the Western Metal Industry Pension
20 Fund, with the employer assuming withdrawal liabilities in accordance with plan
21 procedures and applicable law;

22 2) Employees hired January 1, 2020 or later, will not be eligible to
23 participate in the longevity program;

24 3) Unused compensatory time off will be paid out at the end of the
25 year in which it was earned;
26



1
2 4) Employees hired on January 1, 2020 or later, will be required to
3 enroll in the Personal Time Off Plan, in lieu of Vacation and Sick Leave Plans;

4 5) Eliminating language that required mutual agreement between the
5 Employer and the Union before changes could be made to hours and days of
6 work, start times, and alternative work schedules;

7 6) Replacing specific times for emergency shifts with language
8 stating generally that emergency shifts will be for twelve hours, providing
9 greater flexibility in scheduling;

10
11 7) Adding Welder to the classifications that will receive a five percent
12 (5%) application of rate to act in a lead capacity;

13 8) Other language changes were made to promote operational
14 efficiencies, including: adding clarifying language that call back and standby
15 travel time does not count toward the two-hour minimum of work required to
16 receive the overtime meal allowance; clarifying that an employee working
17 scheduled overtime at any time is not eligible for the meal allowance;
18 reorganizing the Waste Water Treatment Plant Maintenance classification
19 series in Environmental Services to eliminate steps from two classifications and
20 add a fourth mid-series classification; and adding language on how current
21 employees will be placed on the revised pay scales and promoted into the new
22 classification;
23

24 9) Changes throughout the Agreement to provide for gender neutral
25 language, and
26



WHEREAS it now appears in the best interest of the City that the proposed Agreement negotiated by the District Lodge #160 on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, General Unit, be approved; Now, therefore,

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

That said proposed Collective Bargaining Agreement between the City of Tacoma and the District Lodge #160 on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, General Unit is approved, and the Council of the City of Tacoma 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 as on file with the Clerk of the Board, to be approved by the City Attorney.

Approved as to form and legality:

Chair


Chief Deputy City Attorney

Secretary

Clerk

Adopted

of November 13, 2019

REQUEST FOR RESOLUTION

Date November 1, 2019

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 District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, General Unit.

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

This resolution recommends approval of the Collective Bargaining Agreement negotiated with the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, General Unit, on behalf of the employees represented by said Union.

The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on December 3, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of a Collective Bargaining Agreement negotiated with the between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists & Aerospace Workers, Local 160, General Unit, on behalf of those employees represented by said union.

4. Attachments:

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

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:

Requested by:

Approved:

Section Head

Human Resources Director

Director of Utilities



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

November 1, 2019

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 Collective Bargaining Agreement negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #197 of the International Association of Machinists & Aerospace Workers, Local 160, General Unit. The agreement is anticipated to be considered by the City Council as a resolution on December 3, 2019.

The agreement covers four years, and provides for a wage increase in each year of the agreement. Effective January 1 of each year of the agreement, 2020-2023, the base wage rates will increase by 2 percent.

Other significant changes in the agreement include:

1. Withdrawal of the unit from the Western Metal Industry Pension Fund, with the Employer assuming withdrawal liabilities in accordance with plan procedures and applicable law.
2. Employees hired January 1, 2020 or later, will not be eligible to participate in the longevity program.
3. Unused compensatory time off will be paid out at the end of the year in which it was earned.
4. Employees hired on January 1, 2020 or later, will be required to enroll in the Personal Time Off Plan, in lieu of Vacation and Sick Leave Plans.
5. Eliminating language that required mutual agreement between the Employer and the Union before changes could be made to hours and days of work, start times, and alternative work schedules.
6. Replacing specific times for emergency shifts with language stating generally that emergency shifts will be for twelve hours, providing greater flexibility in scheduling.
7. Adding Welder to the classifications that will receive a five percent application of rate to act in a lead capacity.
8. Other language changes made to promote operational efficiencies, including adding clarifying language that call back and standby travel time does not count toward the two-hour minimum of work required to receive the overtime meal allowance, and that an employee working scheduled overtime at any time is not eligible for the meal allowance, and reorganizing the Waste Water Treatment Plant Maintenance classification series in Environmental Services that will eliminate steps from two classifications, add a fourth mid-series classification, and add language on how current employees will be placed on the revised pay scales and promoted into the new classification.
9. Changes throughout the agreement to provide for gender neutral language.

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


Very truly yours,


Jackie Flowers
Director of Utilities/CEO





To: Jude Kelley, Labor Negotiator

From: Katie Johnston, Budget Officer 

Date: October 11, 2019

Subject: Fiscal Impact of Teamsters Local 160 Wage Increase for 2020-2023

Overview

The following provides an estimate fiscal impact of the successor collective bargaining agreement between the City of Tacoma and District 160 General ("Union") has been reached for a successor collective bargaining agreement for the years 2020-2023.

Financial Impact

1. Effective the first pay period after City Council approval of this Agreement, or January 1, 2020, whichever date is later, for those employees active on that date, base wage rates will be increased by two percent (2%).
2. Effective January 1, 2021, all base wage rates will be increased by two percent (2%).
3. Effective January 1, 2022, all base wage rates will be increased by two percent (2%).
4. Effective January 1, 2023, all base wage rates will be increased by two percent (2%).

Fund/Department	FTE	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense	2023 Negotiated Incremental Expense
All Other General Government	36.0	116,700	184,000	252,500	322,500
Environmental Services	28.0	115,900	173,000	231,200	290,600
General Fund	5.0	16,800	26,700	36,900	47,200
Tacoma Public Utilities	24.0	98,600	143,900	190,200	237,300
Total	93.0	\$348,000	\$527,600	\$710,800	\$897,600



5. The City will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law. The costs below are for all Teamsters Local 160 members, not just the General Unit. These costs will vary if only one other unit does not ratify the withdrawal.

Fund/Department	FTE	2020 Negotiated* Incremental Expense	20 Year Incremental Expense
All Other General Government	36.0	205,600	4,112,000
Environmental Services	31.0	177,000	3,540,000
General Fund	5.0	28,600	572,000
Tacoma Public Utilities	53.0	302,700	6,054,000
Total	125.0	\$713,900	\$14,278,000

6. Employees who on December 31, 2019, or on the date of ratification of this Agreement, whichever is later, qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired on or after January 1, 2020, or after ratification of this Agreement, whichever is later, shall not be eligible or participate in the longevity program.

There is no immediate fiscal impact. Savings will occur in future years as grandfathered employees leave City service.

7. Any unused compensatory time will be paid out at the end of the calendar year in which it was earned.

Fund/Department	FTE	2019 Negotiated Incremental Expense
Environmental Services	12.0	7,000
All Other General Government	4.0	15,600
Total	16.0	\$22,600



2020 and later costs will depend on future compensatory time accruals. Department Directors will be responsible for adhering to their overall level of appropriation.

8. Effective January 1, 2020, a Heavy Equipment Mechanic, Vehicle and Equipment Shop Attendant or Fabrication Welder assigned to work at Solid Waste Compactor Facilities will no longer be paid an additional five percent (5%) above their base rate of pay while working on the landfill.

There is no immediate fiscal impact as no employees working in these classifications are permanently assigned to this location. Savings may occur as management assigns employees to the landfill without the requirement to pay an additional 5%.

9. Effective January 1, 2020, a Welder will receive an applied rate of five percent (5%) above their base rate of pay when assigned to act in a lead capacity. It shall be management's sole discretion to assign lead functions to an employee.

Costs related to this proposal will depend on management's frequency and duration of lead assignments. Department Directors will be responsible for adhering to their overall level of appropriation.

10. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic who as of January 1, 2020 is receiving a maximum certification premium of three percent (3%) above their base rate of pay for holding a Crane Operators Certification, shall continue to receive this premium as long as they are in one of the classifications listed in this paragraph. This premium is not available to any other current and/or future employees.

There is no immediate fiscal impact. Savings will occur in future years as grandfathered employees leave City service or the listed classifications.

11. Effective January 1, 2020, the previous WWTP Assistant Steps 4 and 5 are eliminated. The base wage rate of any WWTP Assistant in either of those Steps as of December 31, 2019 shall be frozen at the base wage rate they were receiving as of December 31, 2019 until such time as the Step 3 base wage rate catches up to their frozen wage rate.

There is no immediate fiscal impact. Savings may occur as employees reach the new top step of the pay scale earlier than previously possible.

12. Effective January 1, 2020, the WWTP Maintenance Machinist previous Step 1 is eliminated. Any employees at Step 1 on December 31, 2019 shall be moved to the new Step 1



There is no immediate fiscal impact as there are no current employees at Step 1. Costs will occur in future years as new employees enter City service and are hired at the new, higher Step 1.

13. A Heavy Equipment Mechanic assigned to Public Works Fleet shall no longer receive a certification premium of 2% above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.

There is no immediate fiscal impact as no Heavy Equipment Mechanics with this certification are currently assigned to Public Works.

14. A WWTP Maintenance Technicians is eligible to receive a maximum certification premium of 3% above their base rate of pay for holding a Water Backflow Assembly Technician license. WWTP Maintenance Machinist, Sr. is no longer eligible for this certification pay.

There is no immediate fiscal impact as there are currently no WWTP Maintenance Technicians or WWTP Maintenance Machinist, Seniors receiving this certification pay.

Funding for 2020, 2021-2022, and Beyond

The cost of the negotiated wage increase is included in the Adopted 2019-2020 Budget and will be included in the 2021-2022 & 2023-2024 Budgets. The costs associated with the withdrawal from the Western Metal Pension Plan will be absorbed by the impacted departments in 2020 and incorporated into the 2021-2022 and future biennial budgets.

CC: Karen Short, Senior Human Resources Analyst
Dylan Carlson, Lead Labor Negotiator
Sam Benscoter, Lead Management Analyst
Hayley Falk, Management Analyst

2020 – 2023

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

DISTRICT LODGE #160

ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW

(GENERAL UNIT)

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2020-2023
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW
GENERAL UNIT

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2020 – 2023
AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
AND
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW
GENERAL UNIT

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City and DISTRICT LODGE #160, ON BEHALF OF LOCAL LODGE #297 OF THE IAM AND AW (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

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

The Union and the Employer recognize the mutual benefit of working in partnership to achieve our common goals for the workplace. The employer and the union also join together in support of building a workplace that emphasizes greater employee involvement in developing efficient work practices that improve the effectiveness of the City's operations in service to the citizens. The parties recognize the need to work collaboratively to: minimize the need for outsourcing; develop and provide training opportunities; and investigate programs providing rewards for achieving and maintaining those efficiencies.

We will work in alliance to exceed customer expectations while sustaining a high quality work environment which endeavors to maintain a high degree of job security for its employees.

It is understood that nothing contained in this agreement shall compromise the Union's right to represent its members in the bargaining process nor shall any management right be compromised. The planning and implementation of this partnership agreement shall be administered by the Labor Management Committee.

ARTICLE 1 – SUBORDINATION OF AGREEMENT

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

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

ARTICLE 3 – JOINT LABOR COMMITTEE

Section 3.1 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 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 directly between the parties to this Agreement.

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to effect this end.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. It shall be a condition of employment that all regular and project employees covered under this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment and temporary employees employed more than thirty (30) calendar days shall become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. Provided: Objections to joining the Union which are based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiate fees to a non-religious charity or to

another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

Section 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 Paycheck Deduction

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

Section 4.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the application of this Article.

Section 4.5 The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement, until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If restitution has not been made in that thirty (30) day period, the employee shall be discharged immediately.

Section 4.6 The City shall notify the Union by the monthly Personnel Report when a new employee is added to the bargaining unit.

Section 4.7 The parties recognize that certain provisions of Article 4 are unenforceable as a result of the *Janus v. AFSCME* U.S. Supreme Court decision and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 4.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1 A Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by the grieving party to the other party within thirty (30) calendar days of the alleged violation, or the date on which the grieving party should reasonably have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

Step 1 Employee and/or shop steward raises grievance with their immediate supervisor, or union representative raises grievance with the city official most immediately involved (written communication not required). The immediate supervisor shall advise the shop steward (or, as applicable, the involved City official shall advise the union representative) of the proposed resolution within fourteen (14) calendar days of the grievance having been raised.

Step 2 If the grievance cannot be resolved at Step 1, the employee and/or their Union representative shall, as soon as possible but not later than thirty (30) calendar days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to the next level of management responsible for addressing grievances, with copies to the Union and the City's Labor Relations Division within fourteen (14) calendar days of the decision rendered at Step 1. This step shall not preclude contacts at lower levels if this may expedite the resolution process. The appropriate manager responsible for addressing the grievance shall (within fourteen (14) calendar days) render a decision in writing to the employee and Union, with a copy to the City's Labor Relations Division.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the manager's disposition take up the matter with the head of the employee's department (General Government) or Division (Utilities), 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. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved under the above steps may be referred to arbitration by either party to the Agreement. Either party shall give written notice to the other of its intention to arbitrate within twenty-one (21) calendar days following completion of steps listed. Prior to the selection of an arbitrator, the HR Director or designee shall meet with the Union to attempt a settlement of the grievance. This meeting shall take place within seven (7) calendar days from the notice to arbitrate. If no settlement is achieved a list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS), both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall strike first. If the parties cannot agree in one (1) day on the agency to provide the list, the Public Employment Relations Commission (PERC) shall provide the list. Each party is responsible for the costs of its

representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. All other expenses related to the Arbitrator shall be divided equally. The Arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

Section 5.3 The above time frames may be extended by mutual agreement. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 5.4 To facilitate prompt and proper processing of grievances, each division will post a chain of command indicating the appropriate official(s) to which a grievance will be routed at each step of the grievance process.

ARTICLE 6 – WORK STOPPAGE

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

ARTICLE 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; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; (g) evaluate performance; and (h) 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 (h) shall not be in conflict with city ordinances, personnel rules, or this labor agreement.

ARTICLE 8 – UNION ACTIVITIES

Section 8.1 Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their

activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 8.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for their lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 8.3 Steward's Right to Process Grievances: Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

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

Section 8.4 Posting of Agreement and Notices: A copy of this Agreement shall be posted in a conspicuous place at each major work site. The employer agrees to provide space for a Union bulletin board at each major work site. Postings by the Union on such boards are to be confined to official business of the Union. The Shop Steward will be responsible for posting the contract. No postings will be made that are contrary to City policies.

ARTICLE 9 – SAFETY STANDARDS

Section 9.1 All work shall be done in a competent and professional manner.

Section 9.2 The City and the Union mutually agree that those applicable safety standards as outlined in federal, state, city, and department regulations legally binding upon the City shall be complied with by the City and the employees.

ARTICLE 10 – BENEFITS

Section 10.1 The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix 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" for the year following the expiration of the Joint Labor 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.

The information contained in the remainder of this Article is specific to this Agreement and is to be read in conjunction with Appendix B.

Section 10.2 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.3 Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.4 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.5 Holidays. Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement. Regarding floating holidays, they shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the individual employees. A floating holiday may not be taken without the prior approval of the appointing authority.

Section 10.6 Medical, dental, vision, hospital and disability insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.7 Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.8 Jury Duty: Leave of absence for jury duty and payment therefor shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

Section 10.9 Union Leave: Leave of absence without pay shall be in accordance with Section 1.24.870 of the Municipal Code. Employees must submit a written request in advance of the leave to the appropriate manager that includes the reason for the leave and the inclusive dates of the leave. Requests will be considered and responded to in a timely manner.

Section 10.10 PTO: Personal time off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code. Eligible employees hired on or after the start of the first pay period after Union ratification and City Council adoption of this Agreement or January 1, 2020, whichever date is later, shall be enrolled in the PTO program. All other employees may make a one-time election to enroll in the PTO program on a voluntary basis during periodic open enrollment periods.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020 to and including December 31, 2023 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the

parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement, and in no event later than ninety (90) days, prior to the expiration of this Agreement.

ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination in accordance with applicable State, Federal or local laws, ordinances, rules or regulations. This includes but is not limited to discrimination on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or mental or physical disability. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

Section 12.2 It is mutually agreed that there shall be no unlawful harassment, including sexual harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

Section 12.3 Employees who feel they have been discriminated against or unlawfully harassed shall be encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Officer. Nothing in this section shall prohibit employees from seeking relief through other channels. By mutual agreement between the City and the Union, a grievance may be held in abeyance until after the City EEO Officer has made a decision regarding a complaint.

ARTICLE 13 – FILLING OF VACANCIES

Section 13.1 Shops Defined: For the purposes of this Article "shops" shall be:

- (1) Public Works Fleet Services – Fleet Operations
- (2) Public Works Fleet Services – Solid Waste Annex
- (3) Fire Department – Fire Maintenance Garage
- (4) Tacoma Public Utilities – Fleet Services
- (5) Environmental Services – Plant Maintenance
- (6) Environmental Services – Solid Waste

Section 13.2 Temporary Vacancies: Temporary and/or scheduled vacancies, when filled, shall be filled with the existing civil service list for the classification concerned. An extension may be requested of the Human Resources Department by the Labor Management Committee. If a list does not exist, shop seniority shall be the primary consideration used in filling the vacancy until a new list is established. Notwithstanding the above, the City need not consider an employee who does not possess the knowledge, skills or physical ability required to fill the vacancy. Employees shall not change shops or shifts to fill vacancies unless requested by the City.

Section 13.3 Permanent Vacancies: Prior to the start of the recruitment process and the requisitioning of a replacement from the Civil Service eligible list, employees who hold status in the same classification as the vacancy, and are within the same department as the vacancy, may bid to transfer shops (as listed in Section 13.1 above) in their own department on a classification seniority basis; provided, that the City need not consider an employee's bid for

transfer, if they do not possess the knowledge, skill or physical ability required to fill the vacancy. No more than one such bid transfer per twelve (12) month period per employee shall be permitted unless approved by management. When bid transfer opportunities arise within either Tacoma Public Utilities or the shops in General Government, an announcement and sign-up list will be posted in all eligible crew locations. The signing of the list by an eligible individual will constitute a bid for the position. The most senior qualified employee shall be allowed to transfer.

Section 13.4 Temporary Upgrades: Upon the discretion of management, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class when they substantially assume the duties of such position. Such assumption of duties necessarily would result in their relinquishing their regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

ARTICLE 14 – HOURS OF WORK

Section 14.1 Employees located at Public Works Fleet Services – Fleet Operations, Public Works Fleets Services - Solid Waste Annex, and Environmental Services – Solid Waste shops will be permitted to bid on shift preference annually within their current shop. Shift bids must be submitted in January of each year and will be awarded in February on a seniority basis as prescribed by Section 21.4.

Section 14.2 For those shops with multiple shifts, the start time shall begin no earlier than the following:

- | | |
|------------------|------|
| A. First Shift: | 0400 |
| B. Second Shift: | 1200 |
| C. Third Shift: | 2100 |

The above times shall apply regardless of whether the shift consists of five eight hour days, four ten hour days or another alternate schedule. The parties agree that they will negotiate changes to shifts in accordance with the requirements of RCW 41.56.

Section 14.3 Employees working the first shift shall be scheduled to work for a period of eight and one-half (8½) hours, five days a week. One-half (½) unpaid hour shall be allowed for a lunch break. Second and third shift employees shall be present at the work location for a period of eight (8) hours, five days a week. One-half (½) paid hour shall be allowed for a lunch break. Pursuant to Personnel Management Policy 320, an employee may work an alternate work schedule.

Section 14.4 Employees shall be paid time and one half (1½) for the first shift outside of their regular shift when an emergency requires an employee's shift to be changed. Thereafter, employees will receive straight time for the first eight (8) hours and time and one half (1½) for any additional hours worked during that shift.

Emergency shift scheduling: Emergency shifts shall run for twelve hours.

All hours worked on Saturday shall be paid at time and one half (1½), all hours worked on Sunday shall be paid at double time.

No third shift differential shall be paid during emergency shifts.

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

Section 14.5 The Union recognizes that changes in operation or workload may necessitate changes in hours of work and days off. In such instances the parties shall meet to review alternatives satisfactory to the interests of both parties.

Section 14.6 Annual Bidding – Environmental Services Plant Maintenance Division Only.

- A. This section applies to all Waste Water Treatment Plant (WWTP) Senior Machinists, (WWTP) Machinists and (WWTP) Assistants assigned to the ES Maintenance Division and supersedes all prior bidding procedures for work areas.
- B. All bidding will be determined by seniority in appropriate classifications.
- C. No bidder may have more than one successful bid in any calendar year. The one exception will be a newly created position. A bidder in an assigned position may request consideration to be placed in another position. Such request will be considered on a case by case basis and approved if it is determined to be in the best interest of the section.
- D. Bidding does not preclude Management from making changes in the number or makeup of crew or areas of work.
- E. Management reserves the right to remove any bidder for cause.
 - 1. Regular, consistent attendance at work is a requirement for all positions with the City. Poor attendance may be used as justification for cause in accordance with applicable laws.
- F. Management may temporarily reassign employees in a successful bid position under the following circumstances:
 - 1. To establish that all employees are adequately trained in all equipment.
 - 2. When necessitated by physical limitations or when certain workload requires special skills, licenses or for special projects.
- G. Bids will be posted for the coming year on or before the first working day after December 10th. All biddable assignments will be posted for five (5) working days. Annually, Management will determine the number of bid positions for each area that will be posted for bidding, except that the following minimum number of bids will be posted annually in each of the areas listed below. The following chart of minimum number of bids does not include WWTP Senior Machinists positions:

<u>Area</u>	<u>Minimum No. of Bids</u>
1. Plant 1	5
2. Plant 1 Preventive Maintenance	1
3. Plant 3	1
4. Pump Stations	1

- H. It will be the responsibility of the eligible employees to check jobs as they are posted. If an employee is not present and they think a job will be posted, it will be their responsibility to make arrangements for their bid to be recorded.
- I. Non bidders: Employees who choose not to bid or do not successfully get a bid position will be placed in a pool and assigned as necessary to complete the daily work of the section as needed.
- J. All bid positions that become vacant during the year will be posted within twenty (20) days of when the vacancy occurs. At which time all permanent employees not in a bid position may bid for the opening in their classification. The successful bidder will be determined by seniority in classification. The bid will remain open for five (5) working days.
- K. When a position is filled by the bidding process, the successful bidder will be given a thirty (30) day trial period. Once accepted in the position the successful bidder may not bid on another position for the remainder of the year. If no bids are received the position will be assigned as needed.
- L. Position vacancies created by medical problems which exist for more than three (3) months will be posted for bid unless mutually agreed upon otherwise by both parties. The person being replaced will return to a position that is open in their classification or to the pool as appropriate. However, this employee will be eligible to bid on existing vacant positions when they are posted.

ARTICLE 15 – OVERTIME

Section 15.1 Any hours worked exceeding the regular work shift as set forth in Article 14 of this Agreement, or by an employee outside of their regularly scheduled shift, shall be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code. In the event no volunteers are available for overtime work, management will assign qualified employees in the reverse order of shop seniority.

Employees working a call-out, standby call or overtime that ends less than eight (8) hours before their next scheduled shift, shall be allowed an unpaid eight (8) hour rest break, if desired, before returning to their regular shift.

Section 15.2 Scheduled Overtime

- A. Overtime is considered to be scheduled if an employee receives notice of the overtime to be worked prior to the end of the employee's regular shift on his/her last regular work day prior to the day the overtime is to be worked.

- B. Scheduled Overtime shall be assigned for each Shop as follows:

Public Works Fleet Services – Fleet Operations, Public Works Fleet Services - Solid Waste Annex, and Environmental Services – Solid Waste: Overtime shall be assigned by shop seniority.

Tacoma Public Utilities Fleet Services: Overtime shall be assigned by shop seniority.

Fire Department (Fire Maintenance Garage): Overtime shall be assigned by shop seniority.

Environmental Services (ES) – Plant Maintenance: Overtime shall be assigned first, on a voluntary basis from a posted, written list containing the overtime available and the names of eligible employees in classification seniority order, highest to lowest. The Supervisor will determine the appropriate order of classifications to be offered the overtime, and the timeframe in which employees can sign up for the overtime, and will indicate this on the posted list. In the event insufficient volunteers are available through this method, assignment will be in reverse order of classification seniority.

- C. Personnel requesting to be on a scheduled overtime list shall notify their supervisor in writing.

Section 15.3 Unscheduled Overtime

- A. When working on an assigned job that runs over into overtime, the employees working on that job are to be given first choice to finish that job as a continuation of shift. If the overtime job does not need the same number of assigned employees in a classification, the most senior employee will have the first choice of overtime.
- B. Call-back procedures will continue as established on a work-unit-by-work-unit basis and reduced to writing, unless expressly stated herein. Such procedures may be changed by mutual agreement between the designated union representative and the management representative.
- C. Environmental Services (ES) – Plant Maintenance. With the exception of continuation of a job as defined in Section 15.3.A above, unscheduled overtime shall be assigned first, on a voluntarily basis from a written list containing the names of eligible employees in classification seniority order, highest to lowest. The Supervisor will determine the appropriate order of classifications to be offered the overtime. If the employee contacted does not voluntarily take the assignment, or does not answer when the Supervisor calls if the employee is not at work, then the Supervisor will move on to the next person on the list. In the event insufficient volunteers are available through this method, assignment will be in reverse order of classification seniority.

Section 15.4 Compensatory Time At the employee's request, and with management's approval, the employee may substitute cash payment for equivalent compensatory time, or a combination thereof. All overtime worked and/or compensatory time accrued must be with prior supervisory/management approval and in accordance with the Tacoma Municipal Code 1.12.080. Any unused compensatory time will be paid out at the end of the calendar year in which it was earned.

Section 15.5 Call backs and Standby

- A. Call backs: All call backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that travel time, computed at the rate of thirty (30) minutes at time and one-half the employee's regular salary, shall be paid each way to and from work. Travel time shall count toward fulfilling the two (2) hour guarantee set forth above, but shall not count towards the overtime meal allowance described in Section 15.6 below.
- B. Standby: Employees assigned to standby shall receive \$3.00 per hour for those hours so assigned. Employees on standby must respond to the call-out within forty-five (45) minutes. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a cellphone and/or pager or be available by phone. Assignment for standby time will be done by seniority order, except for employees in Environmental Services Maintenance Division. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Personnel on standby must remain fit for duty.
- C. Assignment for Standby - Environmental Services Maintenance Division: Assignment for standby in the Environmental Services Maintenance Division shall be in accordance with its "Plant Maintenance Procedure." An employee assigned to standby cannot also be assigned to scheduled or unscheduled overtime. Except if an employee assigned to standby prefers to take a scheduled or unscheduled overtime assignment, the employee assigned to standby will work with management to locate a replacement from the standby board for the standby assignment. If a replacement cannot be located, the employee shall remain on standby.
- D. Compensation for Telephone Calls while on Standby: For each 24-hour calendar day, and when in standby status starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the applicable overtime rate for the first emergency call not requiring a return to the worksite. All calls are included in that one (1) hour rate during that 24-hour period, unless the total duration of calls exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.
- E. Compensation for Telephone Calls while off duty: For each 24-hour calendar day starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the applicable overtime rate for the first call not requiring a return to the worksite. All calls and related duties are included in that one (1) hour rate during that 24-hour period, unless the total duration of calls and related duties exceeds the hour, in which case the employee shall be compensated for all time worked. Employees are required to submit a report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.

Section 15.6 Meal Allowance

- A. When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the employer and brought to the employees, if so requested.
- B. Employees assigned to an emergency twelve (12) hour shift will receive a one-half (½) hour paid meal break.
- C. An employee working non-scheduled overtime including call outs of at least two (2) hours, not including travel time, will receive a meal allowance of fifteen dollars (\$15.00) and then at four (4) hour intervals while continuing to work overtime.
- D. An employee working scheduled overtime on a regularly scheduled work day will not be eligible for a meal allowance.
- E. Employee's will not be eligible for a meal allowance when working scheduled overtime on a regularly scheduled day off unless the number of hours worked exceeds their normally scheduled total daily hours of work.

ARTICLE 16 – TOOL AND BOOT ALLOWANCE

Section 16.1 Tool Allowance: The tool allowance shall be paid in the pay period following January 1 and shall be made only to those regular employees in a paid status on January 1, or the last regularly scheduled work day prior to January 1. If an employee is on probation during this time, they shall become eligible for the tool allowance upon successful completion of probation. The allowance cannot be paid more than one time in a calendar year.

Annual Tool Allowance by classification

Vehicle and Equipment Shop Attendant	\$550.00
Fabrication Welder*	\$455.00
Equipment Mechanic, Heavy	\$750.00
Fire and Marine Diesel Mechanic	\$750.00
Fire and Marine Shop Supervisor	\$750.00

* This allowance does not apply to Fabrication Welders in the Environmental Services or the Craft Shops – Plant Engineering.

All tools purchased shall be added to the inventory list maintained by each employee.

Section 16.2 Tool Replacement: The City shall replace any tools which are lost because of fire or theft. When such loss is due to theft, evidence concerning breaking and entering or other evidence of actual theft must be present.

Theft from an employee's tool box or work area shall be considered breaking and entering for purpose of tool replacement if the employee does the following:

- A. Checks with other employees in the work group to ensure that the tool was not misplaced or borrowed.

- B. Submits a police report.
- C. Submits an affidavit confirming that they have taken steps A & B above and understands that filing a false police report may result in disciplinary action, up to and including termination.

If the missing tool is recovered, the replacement tool becomes City property.

The City will replace, upon redemption, with equal quality any tools broken on the job. The employee shall submit and maintain on file an updated inventory of all personal tools used on the job.

The City shall not replace tools unless an up-to-date inventory is maintained and such tools are listed on the inventory list.

Section 16.3 The City will continue the current level of providing tools required for classifications covered under this Agreement.

Section 16.4 Safety Footwear Allowance: The safety footwear allowance of \$300.00 shall be paid in the pay period following January 1 and shall be made only to those regular employees in a paid status on January 1, or the last regularly scheduled work day prior to January 1. If an employee is on probation during this time, they shall become eligible for the safety footwear allowance upon successful completion of probation. The allowance cannot be paid more than one time in a calendar year. Footwear purchased shall be a style approved by the City Safety Division for the nature of work performed.

ARTICLE 17 – APPRENTICES & TRAINING

Section 17.1 Apprentices Training requirements for apprentices shall be in accordance with an approved and recognized Automotive Machinists Apprenticeship program, or in accordance with a program mutually agreed to by the Union and management.

- A. Equal Opportunity – The parties agree that workplace diversity is to be encouraged. To that end, in the event the City employs apprentice(s), the parties agree that in the hiring of apprentices, women and minorities will be actively encouraged to apply.
- B. Qualified apprentices shall be eligible to receive the same certification premiums and applications of rate as the journey level position in their field, and as identified in Appendix A.

Section 17.2 Training

- A. The parties agree that they have a joint responsibility to encourage training and education for the development and maintenance of skills needed to achieve a high performance work organization.
- B. A joint Labor/Management Training Committee will be established in each division to research and evaluate training opportunities and review requests in order to make the best use of available training funds.

- C. In the event the City wishes to rotate employees for the purposes of cross training it will notify the Union and within 15 days of the notification a Labor Management Committee shall be established to mutually agree on the cross training criteria prior to any employee being rotated for cross training.

ARTICLE 18 – SAVING CLAUSE

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

ARTICLE 19 – DISCIPLINE

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

Section 19.1 The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 19.2 The Employer agrees to notify the Union in writing that an employee may be subject to disciplinary action.

Section 19.3 If requested by the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 19.4 No later than three (3) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in its possession.

Section 19.5 The Employer may place an employee on paid administrative leave pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 19.6 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 19.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement

in the personnel file, which shall be signed by the employee; however, letters of reprimand shall not be subject to the grievance procedure.

Section 19.8 A suspension of more than two (2) days, a dismissal or a disciplinary reduction in rank or pay, may be processed under the grievance procedure provided for in Article 5 of this Agreement. Suspensions of five (5) days or less are not subject to Step 5.2 of the Grievance Procedure. 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 procedures.

ARTICLE 20 – LABOR MANAGEMENT COMMITTEE

By mutual agreement between the parties, a Labor Management Committee may be established consisting of equal representation from labor and management. 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. The Chair of the Committee will rotate between Labor and Management with Labor chairing the first and third quarter meetings and Management chairing the second and fourth quarter meetings. The designated chair for Labor is the Business Representative and the designated chair for Management is the Human Resources Representative. The chair of each meeting will handle logistics for the meeting, solicit agenda items and provide notice to the committee. If no agenda items are identified, no meeting need be held.

ARTICLE 21 – SENIORITY

Section 21.1 City seniority is the length of aggregate service with the City pursuant to Section 1.12.075 of the Compensation Plan which shall determine:

1. Vacation accrual
2. Longevity pay

Section 21.2 Classification seniority is the length of service within a classification which shall determine:

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

Section 21.3 Seniority for the purposes of layoff, demotion in lieu of layoff, and reemployment shall be the length of continuous service with the City in the specific class involved and in all higher classes to which the employee has been promoted or appointed.

Section 21.4 Shop seniority is length of service within a particular shop within a classification which shall determine:

1. Shift preference
2. Vacation selection
3. Determination of scheduled overtime per Article 15
4. Temporary upgrades pursuant to Article 13.

- A. If an employee is promoted or transferred to a classification within the Bargaining Unit, seniority for the purpose of shop and classification seniority will continue to accrue until the employee has completed the new probationary period. Once the employee has completed probation, seniority in the employee's old classification and shop shall be retained but will not continue to accrue.
- B. If an employee promotes or transfers to a different bargaining unit or to an unrepresented position, seniority for the purpose of shop and classification seniority will accrue until they have completed the new probationary period, if applicable. Once the employee has completed probation, seniority in the employees' old classification and shop shall be retained providing the employee returns to their previously held classification and shop for reasons of lay off or demotion in lieu of lay off. If an employee returns to their previous classification or shop, for any other reason, the employee will lose all shop and classification seniority.
- C. If an employee is transferred or temporarily assigned to another shop at the request of management they will continue to earn seniority in the previous shop.

Section 21.5 A journeyman who has served an apprenticeship with the City shall have seniority commencing with the date of appointment as an apprentice.

Section 21.6 Department seniority for purposes of assignment in the Environmental Services Central Treatment Plant Maintenance Standby Procedure is length of service within a department.

EXECUTED IN TACOMA, WASHINGTON, ON THIS ____ DAY OF _____, 2019

City of Tacoma
a municipal organization

District Lodge #160, on behalf of
Local Lodge #297 of the IAM and AW

City Manager

Business Representative

Director of Public Utilities

Senior Labor Relations Manager

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

Representatives at the Bargaining Table:

Jude Kelley - Labor
Kendra McCoy - Labor
Don Gesch - TPU
Paul Hanna - PW
Clint Sumerall - WWTP
John Pappuleas - Fire

Tommy Hunt - IAM
Tony Lemke - PW
Mike Isenberg - TPU
Rick Miklian - WWTP
Matt Black - WWTP
Liam Riley - Fire

APPENDIX A

SECTION 1 – WAGES

A. 2020 Base Wage Chart.

Code	Title	1	2	3	4	5
5332	Equipment Mechanic, Heavy	35.71				
5310	Fabrication Welder	35.67	37.45			
5335	Fire & Marine Diesel Mechanic	38.96				
5336	Fire & Marine Shop Supervisor	48.67				
5312	Machinist	36.36				
5338	Solid Waste Mechanic	32.90				
5330	Vehicle & Equipment Shop Attendant	25.76	27.05	28.40	29.82	31.31
5334	Vehicle & Equipment Shop Supervisor	44.14	46.35			
5099	*WWTP Assistant	27.54	28.92	30.37		
5105	**WWTP Maintenance Machinist	37.95	39.85	41.84		
5106	WWTP Maintenance Machinist, Senior	43.81	46.00			
5111	WWTP Maintenance Technician	32.52	34.15	35.86		

* Effective January 1, 2020, the previous WWTP Assistant Steps 4 and 5 are eliminated. The base wage rate of any WWTP Assistant in either of those Steps as of December 31, 2019 shall be frozen at the base wage rate they were receiving as of December 31, 2019 until such time as the Step 3 base wage rate catches up to their frozen wage rate.

** Effective January 1, 2020, the WWTP Maintenance Machinist previous Step 1 is eliminated. Any employees at Step 1 on December 31, 2019 shall be moved to the new Step 1.

B. Annual Adjustments.

1. Effective the first pay period after City Council approval of this Agreement, or January 1, 2020, whichever date is later, for those employees active on that date, base wage rates will be increased by two percent (2%).
2. Effective January 1, 2021, all base wage rates will be increased by two percent (2%).
3. Effective January 1, 2022, all base wage rates will be increased by two percent (2%).
4. Effective January 1, 2023, all base wage rates will be increased by two percent (2%).

- C. The following classifications are unfilled. In the event management determines a need to fill the positions, they agree to engage in negotiations with the union regarding the appropriate hourly wage.

CSC 5320	Auto Body Repairer
CSC 5331	Auto Mechanic Apprentice
CSC 5333	Equipment Mechanic (journey level)
CSC 5339	Service Writer
CSC 5346	Vehicle & Equipment Com Tech

SECTION 2 – APPLICATION OF RATES

- A. Any qualified employee assigned to the WWTP, when welding in any confined space, shall be paid an additional five percent (5%) above their base rate of pay.
- B. A Heavy Equipment Mechanic and Welder shall receive an applied rate of five percent (5%) above their base rate of pay when assigned to act in a lead capacity. It shall be management's sole discretion to assign lead functions to an employee.
- C. Graveyard Shift Incentive: An employee assigned to work the third shift, typically between 2100 and 0700, shall receive a fifty cent (\$.50) application of rate for each hour worked on or after 2100.

There shall be no pyramiding of application of rates.

SECTION 3 – PREMIUM PAY

- A. A Vehicle and Equipment Shop Attendant, except those assigned to work at the Fire Maintenance Garage shall receive a certification premium in the amount of 2% above their base rate of pay for holding one of the following ASE certifications: Preventive Maintenance and Inspection, Brakes, or Steering and Suspension.
- B. A Vehicle and Equipment Shop Attendant assigned to Fire shall be eligible to receive a certification premium of 3% above their base rate of pay for holding either the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician OR the Level I Fire Apparatus Technician; OR a total of 5% above their base rate of pay for holding both the EVT Level I Ambulance Technician AND the Level I Fire Apparatus Technician.
- C. A Heavy Equipment Mechanic shall receive a certification premium of 5% above their base rate of pay for holding either an ASE Master Automobile Technician or Master Medium/Heavy Truck Technician certification.
- D. In addition to the premium pay described in (C) above, a Heavy Equipment Mechanic assigned to TPU Fleet shall receive a certification premium of 5% above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.

- E. A Fire and Marine Diesel Mechanic shall receive a certification premium of 5% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician AND the Level I Fire Apparatus Technician; OR for holding one of the EVT Level II Ambulance Technician OR the Level II Fire Apparatus Technician.
- F. A Fire and Marine Diesel Mechanic shall receive an additional 2% for a total of 7% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level II (Ambulance and Fire Apparatus) OR for holding one of the EVT Level III Ambulance Technician OR Level III Fire Apparatus Technician.
- G. In addition to the premium pay described in (E) and (F) above, a Fire and Marine Diesel Mechanic shall receive a certification premium of two percent (2%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.
- H. A Fire and Marine Shop Supervisor shall receive a certification premium of 5% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level I Ambulance Technician AND the Level I Fire Apparatus Technician; OR for holding one of the EVT Level II Ambulance Technician OR the Level II Fire Apparatus Technician.
- I. A Fire and Marine Shop Supervisor shall receive an additional 2% for a total of 7% above their base rate of pay for holding both the Emergency Vehicle Technician (EVT) certification Level III Ambulance Technician AND Level III Fire Apparatus Technician.
- J. In addition to the premium pay described in (H) and (I) above, a Fire and Marine Shop Supervisor shall receive a certification premium of two percent (2%) above their base rate of pay for holding an International Organization for Fluid Power and Motion Control Professionals (IFPS) Mobile Hydraulics certification.
- K. A Vehicle and Equipment Shop Supervisor shall receive a certification premium of 5% above their base rate of pay for holding the NAFA/CAFS certification OR, effective January 1, 2017, an ASE Master Automobile Technician OR an ASE Master Medium/Heavy Truck Technician certification.
- L. A Fabrication Welder shall receive a certification premium of 2% above their base rate of pay for holding a Washington Association of Building Officials (WABO) Structural Welder OR AWS D1.1 Certification. The cost of the annual certification is the responsibility of the City of Tacoma.
- M. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic shall receive a maximum certification premium of 3% above their base rate of pay for holding a Water Backflow Assembly Technician license.

- N. A WWTP Assistant, WWTP Maintenance Technician, WWTP Maintenance Machinist, and Solid Waste Mechanic who as of January 1, 2020 is receiving a maximum certification premium of three percent (3%) above their base rate of pay for holding a Crane Operators Certification, shall continue to receive this premium as long as they are in one of the classifications listed in this AOR. This premium is not available to any other current and/or future employees. An employee receiving this AOR shall not also be eligible for the AOR in Paragraph M.
- O. In addition to the premium pay described in (M) or (N) above, a WWTP Assistant who as of January 1, 2017, is receiving a premium of 3% above their base rate of pay for completing 50% of the training modules in the training program provided for employees in the WWTP Assistant Classification in June 2000, shall continue to receive this 3% premium as long as they remain a WWTP Assistant. This premium is not available to any other current and/or future employees.

Certifications must be kept current with documentation provided by the employee in order to maintain the certification premium pay.

Except as described in (D), (G), (J) and (O) above, there will be no pyramiding of premium pay.

SECTION 4 – SUPPLEMENTAL PENSION

Upon ratification of this Agreement, the City will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law.

SECTION 5 – LONGEVITY PAY

Employees who on December 31, 2019, or on the date of ratification of this Agreement, whichever is later, qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired on or after January 1, 2020, or after ratification of this Agreement, whichever is later, shall not be eligible or participate in the longevity program.

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 2019:

3.4 Payroll Deduction.

- 3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.
- 3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

- 6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.
- 6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A of the Joint Labor Agreement.

- 6.2.1 Eligibility.** Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.
- 6.2.2 Default Options.** If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3 City Payment of Claims/Premiums.** Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4 Employee Contributions to Premiums.** Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5 Wellness Credit.** Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or 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.



RESOLUTION NO. U-11121

A RESOLUTION related to a Collective Bargaining Agreement between the City of Tacoma and the Teamsters Local Union No. 117, General Unit.

WHEREAS the City and the Teamsters Local Union No. 117, General Unit ("Union"), have negotiated a proposed Collective Bargaining Agreement ("Agreement"), and

WHEREAS the Agreement covers 222 full-time equivalent employees ("FTE") with 46 FTEs located at Tacoma Public Utilities, and

WHEREAS the Agreement is for a four-year term, and provides for a wage increase each year in 2019, 2020, 2021, and 2022, as follows:

- 1) Retroactive to January 1, 2019: employees will receive a general wage increase of three percent (3%); the Crime Analyst classification series will receive a market adjustment of 5.2 percent (5.2%); and the Laborer classification (CSC 5001) will receive a market-based increase of 18 percent (18%), and the wage scale will be reduced from 5 to 3 pay steps;
- 2) Effective January 1, 2020, all base wages will be increase by 3 percent (3%);
- 3) Effective January 1, 2021, wages will be increase by 2.5 percent (2.5%); and
- 4) Effective January 1, 2022, wages will increase by 2.25 percent (2.25%), and



WHEREAS other significant changes in the Agreement include:

- 1) Additional language specifying that requests to extend the sixty-day timeframe for issuing disciplinary letters of reprimand, suspensions, and/or discharges will not be "unreasonably denied," and adding example of when timeframe extensions should be provided;
- 2) Providing more time (from fourteen days to thirty days) for a party to determine whether to take a grievance to arbitration;
- 3) Employees working in the Tacoma Police Department will receive a lump sum payment of \$500 annually, retroactive to January 1, 2019, in recognition of their assistance in the Police Department's CALEA accreditation and successful maintenance of the accreditation;
- 4) Adjustments to Applications of Rate include:
 - a. Changes to Equipment Operators (CSC 5020) operating a Snow Plow (increase from \$0.50 to \$1.50/per hour) and the Oil Distributor (increase from \$2.00 to \$4.00/per hour), and scheduled at the Recovery and Transfer Center (delete 5% application of rate);
 - b. TPU Ground Maintenance Workers (CSC 5040) and Grounds Maintenance Crew Leaders (CSC 5041) will receive an application of rate of \$1.00/per hour when performing raft-based noxious weed treatment, and Grounds Maintenance Workers assigned responsibility for the greenhouse will no longer receive



1 an additional \$0.50/per hour for having an Associate's degree or
2 equivalent; and

3 c. Police Department Forensic Specialists (CSC 4208) and Crime
4 Scene Technicians (CSC 4210) will receive an application of
5 rate increase from 2 percent (2%) to 4 percent (4%) when
6 assigned by a Supervisor to train other, or develop training
7 plans and/or participate in the evaluation process in training,
8 and Animal Control & Compliance Officers (CSC 5365) will be
9 eligible for this 4 percent (4%) application of rate, and
10

11 5) Tax & License Compliance Officers in the Finance Department will
12 eligible to receive appropriate uniform and foul weather gear as
13 needed, but as of January 1, 2020, will no longer receive a \$350
14 annual clothing and boot allowance. For the elimination of this
15 allowance in 2020, these employees will receive a \$200 one-time
16 lump sum payment;
17

18 6) Laborers will be hired pursuant to TMC 1.24.710 (a maximum of six
19 months, with a six-month extension) rather than for 120 calendar
20 days or less;

21 7) Language changes made to the Department/Division Addenda
22 included in the contract to increase operational efficiencies, include:
23

24 a. Addendum B, Tacoma Police Department, regarding Police
25 Administrative Support overtime opportunities and
26



- 1 reassignments, and Forensic Services and Animal Control court
2 appearances and call outs compensation;
- 3 b. Addendum C, Public Works and Environmental Services,
4 including a new premium holidays section and for Public Works
5 Street Operations, increased notice period for shift changes,
6 adding fatigue time language, and better defining overtime call-
7 outs for snow and/or ice emergency events; and for
8 Environmental Services Solid Waste Management, revising
9 Division Sections and Workgroups hours of work, et-up, and
10 overtime assignments language;
- 11 c. Addendum D, Tacoma Water Division, redefining reporting
12 headquarters, adding premium holiday, meal breaks, and rest
13 periods language, and revising vacancy set-up language; and
14
- 15 d. Addendum E, Tacoma Power Grounds Maintenance, revising
16 work hours and work reporting sites language, the section
17 regarding snow and/or ice emergency event overtime, and
18 upgrades and set-ups language, and
19
- 20 8) Significant changes are made to the Grounds Maintenance Worker
21 Upgrade-Cowlitz River Project Letter of Understanding, so that
22 Hyrdo Grounds Maintenance Workers assigned to this project will
23 be set up to Grounds Maintenance Crew Leader when seasonal
24 help is assigned to assist them, but not when just using a tractor
25 mower or for the entire period from May 1 to August 31, and
26



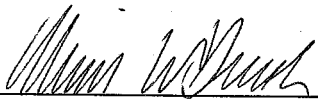
1 WHEREAS it now appears it is in the best interest of the City that the
2 proposed Agreement negotiated by Teamsters Local Union No. 117, General
3 Unit and the City be approved; Now, therefore,

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

5 That the proposed Collective Bargaining Agreement between the City
6 and the Teamsters Local Union No. 117, General Unit, is approved and the
7 City Council of the City of Tacoma is requested to concur in the approval and
8 pass an implementing pay and compensation ordinance, and authorize the
9 proper officers of the City to execute and implement the said Agreement
10 substantially in the form on file in the Office of the Clerk of the Board, to be
11 approved by the City Attorney.
12

13 Approved as to form:

14 _____
Chair

15 
16 _____
Deputy City Attorney

17 _____
Secretary

18 _____
Clerk

19 _____
Adopted

of November 13, 2019

REQUEST FOR RESOLUTION

Date November 1, 2019

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 Teamsters Local Union No. 117, General Unit.

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

This resolution recommends approval of the Collective Bargaining Agreement negotiated with the Teamsters Local Union No. 117, General Unit, on behalf of the employees represented by said Union.

The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on December 3, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of a Collective Bargaining Agreement negotiated with the between the City of Tacoma and the Teamsters Local Union No. 117, General Unit, on behalf of those employees represented by said union.

4. Attachments:

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

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:

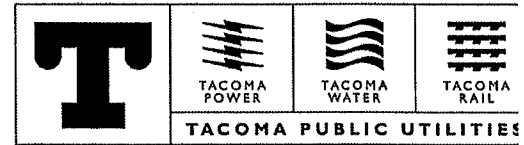
Requested by:

Approved:

Section Head

Human Resources Director

Director of Utilities



November 1, 2019

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 Collective Bargaining Agreement and Letters of Understanding negotiated between the City of Tacoma and the Teamsters Local Union No. 117, General Unit. The agreement covers positions located within Tacoma Public Utilities and General Government, and is anticipated to be considered by the City Council as a resolution on December 3, 2019.

The agreement covers four years, and provides for a wage increase in each year of the agreement. Retroactive to January 1, 2019, employees will receive a general wage increase of 3 percent. Additionally, retroactive to January 1, 2019, the Crime Analyst classification series will receive a market adjustment of 5.2 percent; and the Laborer classification (CSC 5001) will receive a market-based increase of 18 percent, and the wage scale will be reduced from 5 pay steps to 3 pay steps. Effective January 1, 2020, all base wages will increase by 3 percent; effective January 1, 2021, wages will increase by 2.5 percent; and effective January 1, 2022, wages will increase by 2.25 percent.

Other changes to the agreement include:

1. Additional language specifying that requests to extend the sixty-day timeframe for issuing disciplinary letters of reprimand, suspensions, and/or discharges will not be "unreasonably denied," and adding examples of when timeframe extensions should be provided.
2. Providing more time (from fourteen days to thirty days) for a party to determine whether to take a grievance to arbitration.
3. Employees working in the Tacoma Police Department will receive a lump sum payment of \$500 annually, retroactive to January 1, 2019, in recognition of their assistance in the Police Department's CALEA accreditation and successful maintenance of the accreditation.
4. Adjustments to Applications of Rate include:
 - a. Changes to Equipment Operators (CSC 5020) operating a Snow Plow (increase from \$0.50 to \$1.50 per hour) and the Oil Distributor (increase from \$2.00 to \$4.00 per hour), and when scheduled at the Recovery and Transfer Center (delete 5% application of rate);
 - b. TPU Grounds Maintenance Workers (CSC 5040) and Grounds Maintenance Crew Leaders (CSC 5041) will receive an application of rate of \$1.00 per hour when performing raft-based noxious weed treatment, and Grounds Maintenance Workers assigned responsibility for the greenhouse will no longer receive an additional .50 cents per hour for having an Associate's degree or equivalent; and
 - c. Police Department Forensic Specialists (CSC 4208) and Crime Scene Technicians (CSC 4210) will receive an application of rate increase from 2 percent to 4 percent when assigned by a Supervisor to train others, or develop training plans and/or participate in the evaluation process in training, and Animal Control & Compliance Officers (CSC 5365) will be eligible for this 4 percent application of rate.

5. Tax & License Compliance Officers in the Finance Department will be eligible to receive appropriate uniform and foul weather gear as needed, but as of January 1, 2020, will no longer receive a \$350.00 annual clothing and boot allowance. For the elimination of this allowance in 2020, these employees will receive a \$200 one-time lump sum payment.
6. Laborers will be hired pursuant to TMC 1.24.710 (a maximum of six months, with a six month extension) rather than for 120 calendar days or less.
7. Language changes made to the Department/Division Addenda included in the contract to increase operational efficiencies, include:
 - a. Addendum B, Tacoma Police Department, regarding Police Administrative Support overtime opportunities and reassignments, and Forensic Services and Animal Control court appearances and call outs compensation;
 - b. Addendum C, Public Works and Environmental Services, including a new premium holidays section and for Public Works Street Operations, increased notice period for shift changes, adding fatigue time language, and better defining overtime call-outs for snow and/or ice emergency events; and for Environmental Services Solid Waste Management, revising Division Sections and Workgroups hours of work, set-up, and overtime assignments language;
 - c. Addendum D, Tacoma Water Division, redefining reporting headquarters, adding premium holiday, meal breaks, and rest periods language, and revising vacancy set-up language; and
 - d. Addendum E, Tacoma Power Grounds Maintenance, revising work hours and work reporting sites language, the section regarding snow and/or ice emergency event overtime, and upgrades and set-ups language.
8. Significant changes are made to the Grounds Maintenance Worker Upgrade-Cowlitz River Project Letter of Understanding, so that Hydro Grounds Maintenance Workers assigned to this project will be set up to Grounds Maintenance Crew Leader when seasonal help is assigned to assist them, but not when just using a tractor mower or for the entire period from May 1 to August 31.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jackie Flowers", with a stylized flourish extending to the right.

Jackie Flowers
Director of Utilities/CEO



To: Jude Kelley, Labor Negotiator
From: Kathryn Johnston, Budget Officer *KJ*
Date: November 5, 2019
Subject: Fiscal Impact of Local 117 General CBA for 2019-2022

Overview

The following provides an estimate fiscal impact of the successor collective bargaining agreement between the City of Tacoma and Local 117 General ("Union") for the years 2019-2022, effective January 1, 2019, unless otherwise noted.

Financial Impact

1. Effective January 1, 2019, base wage rates will be increased by three percent (3%).
 - A. Employees in the following classifications will receive an additional five and two tenths of one percent (5.2%) increase for a total wage increase of eight and two tenths of one percent (8.2%).
 - i. Crime Program Technician
 - ii. Crime Analyst
 - iii. Crime Analyst, Senior
 - B. Employees in the Laborer classification wage schedule shall be increased to the following:
 Step 1: 17.24 Step 2: \$18.10 Step 3: \$19.00
2. Effective January 1, 2020, base wage rates will be increased by three percent (3%).
3. Effective January 1, 2021, base wage rates will be increased by two and one-half percent (2.5%).
4. Effective January 1, 2022, base wage rates will be increased by two and one-quarter percent (2.25%).

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
General Fund	38.0	\$117,800	\$225,300	\$327,000	\$422,100
General Fund Supported	59.0	150,300	255,800	371,000	463,700
Environmental Services	53.0	163,200	292,800	410,700	523,900
All Other General Government Funds	26.0	\$64,700	132,200	189,800	248,800
Tacoma Public Utilities	46.0	251,300	350,300	455,700	542,000
Total	222.0	\$747,300	\$1,256,400	\$1,754,200	\$2,200,500



5. Effective January 1, 2020, various application of rate changes take effect:

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
General Fund Supported	46.0	\$2,400	\$2,400	\$2,400	\$2,400
All Other General Government Funds	28.0	3,800	3,800	3,800	3,800
Tacoma Public Utilities	46.4	-600	-600	-600	-600
Total	120.4	\$5,600	\$5,600	\$5,600	\$5,600

6. Effective January 1, 2019, bargaining unit employees in the Tacoma Police Department receive a taxable lump sum payment in the amount of five hundred dollars (\$500) in the first pay period following City Council approval of the Agreement and the first pay period of each subsequent year of this contract in recognition of their assistance in the Police Departments continued CALEA accreditation.

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
General Fund	33.0	\$15,000	\$15,000	\$15,000	\$15,000
Total	33.0	\$15,000	\$15,000	\$15,000	\$15,000



7. Effective January 1, 2020, Tax & License Compliance Officers shall no longer receive a three hundred and fifty dollar (\$350.00) clothing and boot allowance. Tax & License Compliance Officers employed in the first pay period after City Council approval of this agreement will receive a one-time lump sum of two hundred dollars (\$200.00).

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
General Fund	5.0	-\$800	-\$1,900	-\$1,900	-\$1,900
Total	5.0	-\$800	-\$1,900	-\$1,900	-\$1,900

8. Increase from 540 to 572 paid release hours for union employees negotiating a new contract during their regular work hours.

The Office of Management and Budget anticipates that this language will result in less than \$19,000 in incremental costs per negotiated contract. The annual amount and distribution by Fund/Department will depend upon which union employees are in negotiation and frequency of negotiations.

9. Laborer classification language shall be changed to match TMC 1.24.710 on temporary employees (maximum of six months, with a six month extension available) instead of "normally employed for a period of 120 calendar days or less," and the City and Union will not be required to bargain over use of Laborer classification for permanent positions.

There is no fiscal impact for this language change. This will allow departments to hire Laborers for a time frame better aligned with current seasonal and/or temporary work.

10. Delete that overtime shall be accounted for and paid in one tenth increments.

The Office of Management and Budget anticipates that there is no fiscal impact for this due to the minimal changes in practice.



11. Forensic Services and Animal Control employees covered by this agreement will be eligible for four minimum hours of pay when called in from standby status or required to attend court hearings on scheduled days off. Employees will also be entitled to compensation when court appearances scheduled for days off are canceled after 6pm the night prior. Animal Control standby assignments shall be for a minimum of 12 hours or paid at a thirty-six (\$36) dollar flat rate. Additionally, forensic employees shall no longer receive a lump sum payment of \$250 for the Department's forensics accreditation.

The Police Department and Office of Management and Budget anticipate that this language will result in less than \$12,000 in incremental costs per year to support the eighteen budgeted FTEs. Employees in these classifications rarely need to attend court on days off.

12. Public Works, Environmental Services, and Water new Premium Holidays section: an employee working on the actual hours of Thanksgiving Day or December 25th shall be compensated at two times rather than one and one-half times the regular rate, in addition to receiving holiday pay.

The Office of Management and Budget anticipates minimal cost for this adjustment. Employees will only work on Thanksgiving or December 25th due to an emergency. The incremental cost is approximately \$100 for an employee working 8 hours on either holiday.

13. Public Works Street Operations new Fatigue Time: Employees working eighteen continuous hours may opt to report to work no later than four hours into the next shift and will be compensated at the straight-time rate for the first four hours. An employee who has worked at least eighteen continuous hours and works past the start of their regular scheduled shift will be compensated at the straight-time rate for four hours after being relieved from duty by their supervisor.

The cost is determined by manager discretion for scheduling eighteen continuous hours of work. Department Directors will be responsible for adhering to their overall level of appropriation.



14. Environmental Services Solid Waste Management Division: provide for a minimum of one hour set-up pay per daily set-up shift.

The Office of Management and Budget and the Environmental Services Solid Waste Management Division anticipate that there is no fiscal impact for this change due to historical shifts meeting the one-hour minimum.

15. Revises Grounds Maintenance Worker Upgrade-Cowlitz River Project LOU. Hydro Grounds Maintenance Worker assigned to Cowlitz River Project will be set up to Grounds Maintenance Crew Leader when seasonal help is assigned to assist them, but not when just tractor mowing, and not for the entire period from May 1 to August 31. Deletes LOU regarding HEO AOR of 5% when training at Solid Waste.

The cost is determined by manager discretion. Department Directors will be responsible for adhering to their overall level of appropriation.

Funding for 2019-2020 and 2021-2022

The cost of the negotiated wage increase is partially budgeted in the Adopted 2019-2020 Budget and will be included in the 2021-2022 budget. Departments will be responsible for adhering to their overall level of appropriation.

CC: Dylan Carlson, Senior Labor Negotiations Manager
Karen Short, Senior Human Resources Analyst
Sam Benscoter, Lead Management Analyst
Hayley Falk, Management Analyst
Tammy Liddle Lobban, Management Analyst

2019 - 2022
AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
AND
TEAMSTERS LOCAL UNION NO. 117
GENERAL UNIT

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2019 - 2022
TEAMSTERS LOCAL UNION NO. 117
GENERAL UNIT

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**2019-2022
AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
AND
TEAMSTERS LOCAL UNION NO. 117
GENERAL UNIT**

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TEAMSTERS LOCAL UNION NO. 117 (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive bargaining representative.

PREAMBLE

The parties to this Agreement believe that the citizens of Tacoma deserve the highest quality service and we recognize the value of listening to those we serve. We also recognize the value of providing a work environment that supports a spirit of teamwork, encourages personal growth, participative decision making and equal opportunity. We believe in a relationship of mutual respect, open communications, shared success and innovative problem solving which will promote service, work life harmony, mutual respect and responsible issue resolution. To further these beliefs, a Cooperative Labor/Management Committee will continue to develop and foster the relationship outlined in this Preamble.

ARTICLE 1 - MISSION STATEMENT

The Union and the City are committed to building a relationship based on respect, trust, and cooperation which fosters a flexible, problem solving environment where all employees can provide professional efficient customer service.

ARTICLE 2 – TERM OF AGREEMENT & BARGAINING UNIT

Section 2.1 - Term of Agreement This Agreement shall remain in full force and effect from January 1, 2019, to and including December 31, 2022, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement and in no event later than ninety (90) days prior to the expiration of this Agreement.

The City shall pay up to a total of five hundred seventy-two (572) hours of release time for City employees serving as the Union negotiating committee their regular rate of pay for meetings spent in formal negotiations between the City and the Union. After the utilization of five hundred seventy-two (572) hours of paid City time for labor team members, (which includes both hourly and salaried employees), meetings will be scheduled to begin outside of regular working hours.

Section 2.2 – Bargaining Unit The City hereby recognizes the Union as exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended for all employees in those classifications listed as follows:

Code	Job Title
5365	Animal Control & Compliance Officer
5016	Asphalt Plant Crew Leader
5015	Asphalt Plant Operator
5201	Carpenter
5210	Concrete Finisher Crew Leader
1101	Crime Analyst
1102	Crime Analyst, Senior
1099	Crime Program Technician
4210	Crime Scene Technician
5020	Equipment Operator
5021	Equipment Operator, Heavy
4208	Forensic Specialist
5041	Grounds Maintenance Crew Leader
5040	Grounds Maintenance Worker
5047	Hydro Grounds Maintenance Worker
5001	Laborer*
4212	Latent Print Examiner
5205	Painter, Industrial
0016	Police Administrative Support Specialist
0628	Refuse Scale Operator
0627	Solid Waste Worker
5025	Street Maintenance Crew Leader
5002	Street Maintenance Worker
0530	Tax & License Field Auditor
0531	Tax & License Field Auditor, Senior
0529	Tax & License Office Auditor
0525	Tax License Compliance Officer
5023	Traffic Sign & Marking Specialist

*Laborer Classification. With respect to this Agreement, classification 5001-Laborer shall apply only to temporary employees hired pursuant to Tacoma Municipal Code 1.24.710, for seasonal help such as the oil seal program, leaf pick-up program, snow removal, and other similar limited term programs which may require such employees to perform a portion of those duties allocated by the Classification Plan to entrance level classifications represented by the Union.

ARTICLE 3 - SUBORDINATION OF AGREEMENT

Section 3.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State law, the Tacoma City Charter and the Tacoma Municipal Code. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law and/or City Charter are paramount and shall prevail. When any provisions of this Agreement are in direct conflict with the Tacoma Municipal Code, this Agreement shall prevail.

Section 3.2 Joint Labor Committee It is the intent of the Union to carry out its responsibilities as a member of the Joint Labor Committee as provided in the Tacoma Joint Labor Agreement; the Tacoma Joint Labor Agreement shall be interpreted to give to said Joint Labor Committee any responsibility or authority extended to the Union as the exclusive bargaining representative by Chapter 41.56 RCW as last amended except as provided in said Tacoma Joint Labor Agreement. In the event there is a conflict between the Tacoma Joint Labor Agreement and this Agreement, the provisions of this Agreement shall prevail. If this Agreement is silent on a specific issue that is covered by the Tacoma Joint Labor Agreement, the Tacoma Joint Labor Agreement shall prevail.

ARTICLE 4 - HEALTH AND WELFARE COVERAGE AND OTHER 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" for the year following the expiration of the Joint Labor Agreement most recently ratified by both parties.

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 4.1 – Medical Insurance Medical, hospital and long-term disability insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 4.2 - Sick leave notification – As soon as possible, but at least thirty (30) minutes prior to scheduled starting time, employees shall notify their immediate supervisor that they will not report for duty. Failure to do so may result in loss of paid sick leave for that day and/or further discipline in accordance with state and federal law and the Tacoma Municipal Code, and Article 8 of this Agreement. During periods of extended illness, employees shall keep their supervisors informed as to their progress and potential date of return to work. When an employee calls in sick, they shall indicate that they are taking sick leave and indicate whether the sick leave is for a family member or the employee and if the absence is FMLA related. When calling in sick, employees are not required to volunteer medical information to their direct supervisor, and the supervisor shall not inquire to the specific type of illness.

Section 4.3 – Personal Time Off (PTO)

Personal Time Off (PTO) shall be as provided in section 1.12.248 of the Tacoma Municipal Code and the Joint Labor Agreement. New employees will be allowed to opt into the PTO or vacation/sick program. Current employees may enroll in the PTO program on a voluntary basis during the City's PTO Open Enrollment periods. If the employee opts into the PTO program, that decision is irrevocable.

Section 4.4- Group Life Insurance Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 4.5- Jury Duty Jury Duty shall be as provided in Section 1.12.250 B of the Tacoma Municipal Code.

Section 4.6 - Bereavement Leave Bereavement Leave shall be as provided in Section 1.12.230 B. 5a. and 5b. of the Tacoma Municipal Code.

ARTICLE 5 - REST BREAKS AND OVERTIME REST BREAKS

Section 5.1 Employees during regular shift shall normally have two (2) fifteen (15) minute paid rest breaks. The first such break shall be taken at approximately two (2) hours into the shift and the second approximately six (6) hours into the shift; such rest breaks to be in addition to the normally scheduled lunch break.

Section 5.2 Employees working more than five (5) consecutive hours shall be entitled to a thirty (30) minute unpaid meal period, which shall be provided between the second (2nd) and fifth (5th) consecutive hours worked. If an employee's meal period is interrupted due to performing a work related task, the employee shall be permitted to complete their meal period when the task is completed.

Employees who work in the field and prior to their lunch period are subject to contact with chemicals, biohazards, or other dangerous materials will be given a five (5) minute clean up period before taking their thirty (30) minute lunch break.

Field employees shall have lunch breaks as directed by their Supervisor and may not be consistent with lunch breaks taken by other members of the crew in which they are working.

Section 5.3 Employees shall have a fifteen (15) minute paid rest break prior to starting overtime work immediately following their regularly assigned shift, except when the anticipated overtime to be incurred will not exceed one hour duration. After the initial overtime work of two (2) hours' duration and then in intervals of after each four (4) hours worked, thereafter employees shall have a one-half (1/2) hour paid lunch break.

Field employees shall have lunch breaks as directed by their Supervisor.

Section 5.4 In the event the work situation prohibits the taking of an overtime rest break or overtime lunch break as provided in Section 5.3, such break time loss shall be paid at the overtime rate in addition to time worked.

ARTICLE 6 - MEAL ALLOWANCE, BOARD AND LODGING

Section 6.1 An employee working non-scheduled overtime including call outs at least two (2) hours before or beyond their regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance of \$15.00.

- A. Employee's will not be eligible for meal allowance when working scheduled overtime unless the number of hours worked exceeds their normally scheduled total daily hours of work as provided for above.
- B. Overtime is considered to be scheduled if an employee receives notice of overtime work on their regular scheduled day off, holiday, or before quitting time on their last regular work day prior to the scheduled overtime.

Section 6.2 Board and lodging shall be furnished to all employees in accordance with the City "Travel and per Diem" policy. Rates will be adjusted in accordance with changes to the City policy.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. New Employees' initiation fee may be incrementally deducted as specified in the authorization. Union payroll deduction authorization cards submitted to the City and received by the payroll office will have deductions beginning no later than the second payroll cycle following receipt of the authorization card. The City will honor the terms and conditions of each employee's duly executed payroll deduction authorization card irrespective of the employee's membership status. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union dues.

Upon receipt of a new, original payroll deduction authorization, the City will make a copy available to the Union electronically within two weeks.

Section 7.2 Employees may cancel their payroll deduction by written notice to the City and the Union in accordance with the terms and conditions of their duly executed payroll deduction authorization card. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the terms of the employee's duly executed payroll deduction authorization card regarding cancellation have been met.

Section 7.3 The Union agrees to indemnify and save the City harmless from any and all claims, demands, suits or other forms of liability that arise against the City for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the City's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the City will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the City.

Section 7.4 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 7.5 The City will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with R.C.W. 41.56.037, the City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

ARTICLE 8 - DISCIPLINE

Section 8.1 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.

Written Reprimands: Written reprimands for the purpose of advancing further discipline shall remain in effect for a period of two (2) years from the date of issuance of the corrective action provided no similar discipline has subsequently occurred.

Suspensions Without Pay: Suspensions without pay for the purpose of advancing further discipline shall remain in effect for a period of three (3) years from the date of issuance of the corrective action provided no similar discipline has subsequently occurred.

Section 8.2 The employee, upon request, shall be entitled to have a Union and/or legal representative present at any meeting held with the City to discuss potential disciplinary action. The City shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however, the City's effort shall not be considered a required process step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 8.3 The City agrees to notify the Union in writing that an employee may be subject to suspension or discharge.

Section 8.4 Prior to imposition of discipline that affects a property right, employees may request a pre-disciplinary hearing (Loudermill hearing) in front of the department head or their designee. If requested by the employee, the City 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 their side of the issue. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

Section 8.5 Upon request, the City shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents the City intends to use to support the discipline. Documents shall be provided no later than three (3) working days prior to the pre-disciplinary hearing. Responsive documents may contain confidential information pertaining to other employees and may be redacted as appropriate. The Union and the employee agree to not disseminate non-relevant information and agree to

maintain confidentiality to the extent possible. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

Section 8.6 The City may place an employee on paid administrative leave pending the final decision resulting from the pre-disciplinary hearing.

Section 8.7 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the employee's personnel file maintained by the City.

Section 8.8 No disciplinary document may be placed in an employee's personnel file without the employee having first been notified of said document and given a copy which clearly indicates it is a disciplinary document. 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 written 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. However, written reprimands shall not be subject to the grievance procedure, but shall be subject to arbitration review if used in support of a suspension, demotion, or dismissal.

Section 8.9 Only suspensions of more than three (3) days, a dismissal, or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 9 of this Agreement. Suspensions of three (3) days or less are not subject to Section 9.5 of the Grievance Procedure. 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.

Section 8.10 The City and the Union recognize the intent of a written reprimand is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action.

Section 8.11 All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of the incident or within sixty calendar (60) days of when the City had knowledge of an incident. Before sixty (60) days, the Union will be notified of an ongoing investigation which is anticipated to exceed the sixty (60) calendar day time frame. Thereafter, all timeframes can be extended upon mutual agreement by the parties. Requests to extend time frames will not be unreasonably denied. Examples of reasonable timeframe extensions are when additional time is needed to complete the accident review process, and/or when an employee is absent from work.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1 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. Prior to presenting the immediate supervisor with a written grievance, the employee and/or Union representative are encouraged to discuss the incident with the employee's immediate supervisor.

A grievance under this Agreement is defined as a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized union representative acting on behalf of the employee, or an employee in a recognized classification, or a grievance filed by the City. Grievances are limited to matters of interpretation or application

of express provisions of this Agreement. For issues regarding the Tacoma Municipal Code Personnel Rules or Compensation Plan, which are not explicitly covered by this Agreement, refer to the Joint Labor Agreement.

Time limits set forth in the following steps will be stated in calendar days. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline will be extended to the next working day. Any and all timelines specified in this Article may be waived by written mutual agreement of the parties. Should the City 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. In the event that the Union fails to submit the grievance within these time limits without such written notice, the matter shall be considered as withdrawn. All grievances must be filed as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 9.2 Any employee having a complaint is encouraged to first take up the matter with their immediate supervisor. Any resolution at this level shall be non-precedent setting. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint shall be processed as follows:

Step 1 The employee and/or their Union representative shall, as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance, reduce the matter to written form, stating all facts in detail, the section or sections of the contract alleged to have been violated, and proposed remedy, and submit same to immediate supervisor or the City official most immediately involved, with a copy to the City's Labor Relations Division. The supervisor or official shall within fourteen (14) calendar days issue a written response to the Union specifying the issue, and the City's decision.

Step 2 Failing to resolve the grievance in the first step, the Union representative shall, within fourteen (14) calendar days of receipt of the City's Step 1 disposition submit the grievance in writing to the head of the employee's department (General Government) or division (Utilities) with a copy to the City's Labor Relations Division. Management shall within fourteen (14) calendar days issue a written response to the Union specifying the issue, and the City's Step 2 decision, with a copy to the City's Labor Relations Division.

Step 3 Failing to resolve the issue in the second step, the Union shall, within fourteen (14) calendar days of the City's Step 2 disposition, contact the Human Resources Director to arrange a meeting between the Union and the City to discuss said grievance, copying the employee's Department or Division Head and the City's Labor Relations Division. Any grievance filed by the City shall be first considered at this step. This meeting between the Union and Human Resources Director or their designee shall be scheduled at a mutually agreeable time, which time shall not exceed, however, fourteen (14) calendar days from the time the Union contacts the City, unless a longer time is mutually agreed upon. The City shall respond within fourteen (14) calendar days from the meeting date, unless mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to binding arbitration as hereinafter provided for in this Agreement.

Section 9.3 Any and all grievances resolved 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.

Section 9.4 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps, unless timeframes are extended upon mutual agreement. Any grievance upon which a disposition is not made by the City within in the time limits prescribed or any extension which may be agreed to may be referred to the next step in the grievance procedure the time limit to run from the date when the time for disposition expired.

Section 9.5 The City or Union may request arbitration of an unsettled grievance by notifying the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the steps of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedures. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or Federal Mediation and Conciliation Service. Both parties shall each strike a name until one (1) arbitrator is selected. The first strike shall be made by the party requesting arbitration. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. All other expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify this Agreement; and the arbitrator's power shall be limited to an interpretation or application of this Agreement.

Section 9.6 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 10 - WORK STOPPAGES

Section 10.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be appropriately determined by the City.

Section 10.2 It shall not be considered a violation of Section 10.1 herein above; if employees covered by this Agreement refuse to cross a picket line where physical health or safety may be jeopardized by doing so.

ARTICLE 11 MANAGEMENT RIGHTS

The right of 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 cause; (d) assign reasonable overtime and relieve employees from duty because of lack of work or other legitimate reasons pursuant to the Personnel Rules; (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, federal or state law, or this collective bargaining agreement.

ARTICLE 12 - VISITATION BY UNION REPRESENTATIVES, BULLETIN BOARD, AND UNION COMMUNICATION

Section 12.1 Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs, except as otherwise states in this Agreement, the Joint Labor Agreement, or as required by law. Upon request, the Union shall furnish the Human Resources Director with an up-to-date list of authorized Union representatives or stewards.

Section 12.2 A copy of this Agreement shall be posted in a conspicuous place at major work sites. The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is non-inflammatory nature. The Teamsters will remove all dated materials.

ARTICLE 13 - SAFETY STANDARDS

All work shall be done in a competent and professional manner. The City and Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be strictly complied with and enforced. Safety standards as the same are developed which are peculiar to employees represented by the Union shall be incorporated herein by reference.

Union stewards and/or business representatives may attend all safety committees and act as ex-officio members of those committees. When acting in such capacity they shall be provided copies of minutes upon request.

ARTICLE 14 - COMPENSATION PLAN

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

Employees may request to have the Union present to advise on any overpayment of compensation. The Union will receive notification on all overcompensation instances

ARTICLE 15 - STANDARD WORKING CONDITIONS

Section 15.1 – Hours of Work The normal work week for full-time employees will consist of five (5) consecutive eight (8) hours days normally Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., or as defined in attached Addenda.

Section 15.2 – Non-Discrimination Both the Union and the City recognize and mutually agree that no employee covered by this Agreement will be discriminated against because of union membership or activity, race, color, sex, religion, age, sexual orientation, veteran's status, disability, or national origin. This provision shall be construed to incorporate any protections against discrimination in employment which are provided under federal, state, or municipal laws. Any employee who fails to cooperate toward this end shall be subject to disciplinary action. Both the City and the Union shall make every effort to insure that employees are fully aware of their complaint mechanisms and options with respect to addressing allegations of discrimination in the workplace.

Section 15.3 The City, Union and Union members agree to comply with all relevant laws and policies related to harassment in the work place.

ARTICLE 16 - NONSTANDARD WORKING CONDITIONS

Section 16.1 - Union Activities A member of the Union acting in any official capacity whatsoever shall not be discriminated against for their lawful acts as such representative or steward of the Union.

Section 16.2- Alternate Work Schedules and Telecommuting

- A. Alternate work schedules may be agreed to by the employee and the appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, or eighty (80) hours worked in nine (9) days. Flexible work hours may be terminated, effective at the start of a pay period, unilaterally by the supervisor with a written ten-day notice, or at any time by mutual agreement of the employee and the supervisor. Implementation of alternate work schedules shall comply with the provisions of the Fair Labor Standards Act.
- B. Pursuant to PMP 325, Telecommuting Guidelines, upon request from the employee, with permission of the manager, subject to the approval of the Department Head or their designee, employees may be authorized to telecommute.

Section 16.3 - Work Assignments

- A. The City agrees to make every effort possible consistent with workload, workforce needs and efficient operation to assign employees to work within proper jurisdictional lines. Employees will take on incidental tasks for which they are capable and qualified, which occur in the normal performance of their duties and which will improve the effectiveness of the department, division, section, or crews, even though such incidental tasks may be outside their class description. This provision is not intended to work employees in higher classifications without receiving appropriate compensation. In making work assignments,

including those requiring extra pay, the City shall consider seniority, and other factors, including, but not limited to, required training and break-in time for a particular assignment.

- B. In the event of a declared emergency by the City Manager, Director of Public Utilities, their designee, or a higher authority, the City reserves the right to assign employees as needed to tasks, including tasks outside of normal class specifications. This provision is not intended to work employees in different classifications without receiving appropriate compensation, or to require such employees to continue to work out of class after the state of emergency is declared to be over.

Section 16.4 – Right to Bargain Except as provided 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.

Section 16.5 – Employee Privileges The City assures the Union that its intention in executing this Agreement is not to arbitrarily cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

Section 16.6 – Work Clothes, Uniforms, PPE and Safety Boots

- A. The City maintains the right to designate appropriate safety boots, work clothing, uniforms and/or personal protective equipment (PPE) in accordance with this Section. All employees are required to wear the appropriate safety boots, work clothing, uniform and/or PPE as designated by each individual Division/Department. Failure to wear the proper boots, attire or PPE may be subject to disciplinary action pursuant to Article 8.
- B. Clothing & Boot Allowance. The City will provide a clothing and boot allowance of three hundred and fifty dollars (\$350.00) per year for bargaining unit employees in the following classifications to purchase appropriate work clothing and safety boots that meet the requirements of the Department/Division in which they work:
- Equipment Operator - Water Division
 - Equipment Operator, Heavy - Water Division
 - Traffic Sign and Marking Specialist
1. To be eligible to receive this Clothing & Boot Allowance, employees must currently be in permanent or project status. Employees who are separated or are no longer bargaining unit members on January 1 of each calendar year will forfeit the credit.
 2. The Clothing & Boot Allowance shall be paid in the second pay period of January.
 3. Management will not provide any clothing or laundry services to employees.
 4. If the City establishes a mandatory uniform policy, and the City provides clothing and cleaning services, this Clothing & Boot Allowance will cease.
- C. The following applies to Solid Waste employees, Street Operations employees, Carpenters, Painters, Environmental Services - Heavy Equipment Operators, Equipment Operators, and TPU Grounds Maintenance bargaining unit employees:

1. The Department/Division will supply protective clothing, uniforms and/or PPE to those employees required to wear them.
2. For employees who are required to wear safety boots, the Department/Division shall provide a reimbursement for safety boots of up to two hundred and twenty-five dollars (\$225.00) annually. The footwear purchased by the employee must meet the criteria set forth by the Safety Office and the applicable Department/Division policy.
3. All safety boots, protective clothing, uniforms and/or PPE referenced in this Section shall remain at the work location, unless otherwise approved by management.

ARTICLE 17 - OVERTIME

Section 17.1 Employees shall be entitled to overtime compensation based on their regular rate of pay, pursuant to Section 1.12.080 of the Compensation Plan. At the request of the employee, the supervisor may authorize time and one-half (1-1/2) cash compensation, equivalent compensatory time off or a combination thereof.

The parties agree that in a situation in which an employee was missed in the assignment of voluntary overtime, the employee shall be provided the following remedy which shall resolve the grievance:

The right to work an overtime assignment, within the employee's classification that would not otherwise exist (and therefore would cause no displacement of any other employee). This assignment shall be the same duration for which the employee was by-passed. This assignment shall be scheduled within two (2) weeks unless extended by mutual agreement. Once the assignment is scheduled, if the employee declines the opportunity to make up the hours, the remedy is void.

If there are three or more instances of missed overtime in a department, the City and Union agree to meet in labor management committee to discuss ways to minimize missed overtime opportunities.

Section 17.2 There shall be a maximum of two hundred forty (240) hours of accrual of compensatory time. Compensatory time may be taken in conjunction with vacation and holidays, subject to approval of management. Compensatory time may only be earned with prior approval from the Department Head/TPU Division Head or their designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

Section 17.3 A minimum of two (2) hours shall be paid for a call back, as provided in section 1.12.080 in the Tacoma Municipal Code, provided that no pyramiding shall be allowed.

ARTICLE 18- LABOR MANAGEMENT COMMITTEE

Section 18.1 A Labor/Management Committee (LMC) shall be maintained consisting of three (3) members of Labor, including the Union Business Representative or a designee, and two (2)

bargaining unit employees appointed by the Union; and the City's Labor Negotiator, and two (2) management personnel appointed by the Department Head.

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. In the event the Parties agree to discuss negotiable issues or agree to bargain over negotiable items, the City's Labor Negotiator shall be included in the discussion, and the Union Business Representative is the only person with authority to speak on behalf of the Union.

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

Section 18.2 LMC Volunteer Programs Oversight

The parties agree that volunteer programs can be mutually beneficial to the City, employees, and the Citizens of Tacoma. The parties recognize that volunteerism provides a sense of community involvement and requires commitment of time and service on behalf of the volunteer. Successful volunteer programs require leadership and coordination with employees. To that end, the City is committed to working in partnership with the Union to build successful volunteer programs.

The parties agree that the City shall not lay off employees in the bargaining unit as a result of volunteer programs. Volunteer programs may require leadership and coordination with City staff. As a result, these opportunities may become available for bargaining unit members.

The parties agree to meet in a labor management committee to discuss new volunteer programs or work that is beyond the scope of current volunteer programs. The parties agree to meet in a labor management committee if volunteer hours exceed 5000 hours in a calendar year. Furthermore, should any concerns arise regarding a specific volunteer project those concerns shall be brought to a supervisor's attention immediately and then may be brought back to LMC for discussion, if either party requests.

ARTICLE 19 – LAYOFF & SENIORITY

Should the City decide to lay off employees, the City agrees to bargain impacts with the Union pursuant to RCW 41.56.

Seniority for the purposes of layoff, demotion in lieu of layoff, and reemployment shall be the length of continuous services with the City in the specific class involved and in all higher classes to which the employee has been promoted or appointed. Employees who are transferred as part of a reorganization shall carry their seniority from their previous department to the department to which they are transferred.

Probationary periods apply only to permanent positions and are covered by Tacoma Municipal Code 1.24.780, which in part states:

Original appointments shall be probationary for a period of nine months after appointment. All other appointments shall be probationary for a period of six months. At any time during the probationary period, the appointing authority may remove or demote an employee whose performance or adjustment is not satisfactory.

Management reserves the right to extend any probationary period.

ARTICLE 20 - SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidation to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

EXECUTED THIS _____ DAY OF _____, 2019.

City of Tacoma
A municipal corporation

Teamsters Local Union No. 117

City Manager

Secretary-Treasurer

Utilities Director

Senior Labor Relations Manager

Finance Director

Approved as to form:

City Attorney

Attest

City Clerk

APPENDIX A
Teamsters Local Union No. 117
Effective January 1, 2019

Code	Job Title	1	2	3	4	5	6
5365	Animal Control & Compliance Officer	25.13	26.39	27.71	29.10	30.56	
5016	Asphalt Plant Crew Leader	34.90	36.64	38.47			
5015	Asphalt Plant Operator	30.41	31.93	33.53			
5201	Carpenter	35.04					
5210	Concrete Finisher Crew Leader	34.90	36.65				
1101	Crime Analyst	30.95	32.50	34.12	35.83	37.62	39.50
1102	Crime Analyst, Senior	35.51	37.29	39.15	41.11	43.17	45.33
1099	Crime Program Technician	25.83	27.12	28.48	29.90	31.40	32.97
4210	Crime Scene Technician	29.14	30.60	32.13	33.74	35.43	
5020	Equipment Operator	32.07					
5021	Equipment Operator, Heavy	33.81	35.50				
4208	Forensic Specialist	32.05	33.65	35.33	37.10	38.95	
5041	Grounds Maintenance Crew Leader	31.66	33.24	34.90	36.65		
5040	Grounds Maintenance Worker	25.30	26.57	27.90	29.30		
5047	Hydro Grounds Maintenance Worker	25.30	26.57	27.90	29.30		
5001	Laborer	17.24	18.10	19.00			
4212	Latent Print Examiner	35.28	37.04	38.89	40.83	42.87	
5205	Painter, Industrial	27.70	29.09	30.54	32.07	33.67	
0016	Police Administrative Support Specialist	25.24	26.50	27.83	29.22	30.68	
0628	Refuse Scale Operator	26.76	28.10				
0627	Solid Waste Worker	21.86	22.95	24.10	25.31	26.58	
5025	Street Maintenance Crew Leader	31.66	33.24	34.90	36.65		
5002	Street Maintenance Worker	25.30	26.57	27.90	29.30		
0530	Tax & License Field Auditor	32.72	34.36	36.08	37.88	39.77	
0531	Tax & License Field Auditor, Senior	35.67	37.45	39.32	41.29	43.35	
0529	Tax & License Office Auditor	30.56	32.09	33.69	35.37	37.14	
0525	Tax License Compliance Officer	33.78	35.47	37.24	39.10	41.05	
5023	Traffic Sign & Marking Specialist	25.65	26.93	28.28	29.69	31.17	

WAGES

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

- In addition to this three percent (3.0%) increase, to accommodate for market factors, employees in the Crime Program Technician; Crime Analyst; and Crime Analyst, Sr. classifications shall receive an additional five and two tenths of one percent (5.2%) increase for a total wage increase of eight and two tenths of one percent (8.2%).
- Wage rates for the Laborer classification shall be the following, and shall be reduced from five to three steps, retroactive for all employees who were employed as a Laborer in 2019, regardless of the timeframe of their employment:

Step 1: \$17.24 Step 2: \$18.10 Step 3: \$19.00

- In exchange for deleting the Tax & License Compliance Officers ("Officers") from Article 16, Section 6.B., Clothing and Boot Allowance:
 - The Officers received the Clothing and Boot Allowance for the year 2019;
 - Beginning on, and retroactive to, January 1, 2020, the Officers will be covered under the Addendum A, Finance Department, Personnel Clothing and Safety Boots Section F 1.2; and
 - The Officers who are actively employed in the first pay period after City Council approval of this Agreement will receive a one-time lump sum payment of two hundred dollars (\$200.00).

Effective January 1, 2020, wage rates for all classifications shall be increased by three percent (3.0%).

Effective January 1, 2021, wage rates for all classifications shall be increased by two and one-half percent (2.5%).

Effective January 1, 2022, wage rates for all classification shall be increased by two and one-quarter percent (2.25%).

I. Licenses and Certifications

- A. The City agrees to pay for all costs associated with current Street Maintenance Worker and Grounds Maintenance Worker employees in obtaining a Commercial Driver's License (CDL) (one attempt only). Further, the City agrees that all Street Maintenance Worker and Grounds Maintenance Worker employees **hired prior to January 1, 2010** will be grandfathered and exempt from the CDL and Tanker requirement, but may obtain CDL and Tanker certifications if they elect to do so.
- B. The City agrees to pay all cost associated with the maintenance of the employee's CDL, should the City require the endorsement.
- C. With prior approval by management, the City agrees to pay all costs associated with obtaining and maintenance of the employee's pesticide license and International Society of Arboriculture Certification for employees working for Tacoma Public Utilities, Tacoma Public Works, and Tacoma Environmental Services, including but not limited to training cost and time.

- II. Pay for Set-Ups: Assignments to perform work of a higher classification will be paid at the first step in the higher pay range that results in an increase of at least five percent (5%), or to the top step of the range, whichever is less.

III. Longevity Pay

As per Ordinance 20938, all the above classifications shall receive longevity pay as follows:

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

Longevity pay shall be computed on base rates only.

IV. Stand-by Pay

Employees in classifications covered by Appendix A required to serve in a stand-by capacity outside regular work hours, shall receive \$3.00 per hour in a stand-by status. Employees are not eligible for stand-by pay for any hours for which they are in any other paid status. Stand-by assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station optimally within forty-five (45) minutes of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control.

V. Application of Rates

- A. An Equipment Operator shall be paid an application of rate as listed below when operating the following equipment:
 - Snow Plow \$ 1.50 per hour
 - Oil Distributor \$ 4.00 per hour
 - Asphalt Truck \$1.00 per hour (Water Department Only)
- B. A Solid Waste Worker, when assigned to provide lunch relief or emergency back up at the Household Hazardous Waste Facility shall receive five percent (5%) over base wage.
- C. A Heavy Equipment Operator scheduled at the Recovery and Transfer Center shall receive five percent (5%) over base wage.
- D. The Street Maintenance Worker assigned as the Concrete Finisher's assistant will start at Step 5.
- E. The Street Maintenance Worker assigned to the Track Paver as Secondary Screed Operator shall receive an additional one dollar (\$1.00) above base wage for all hours operating the Screed. Management reserves the right to assign the most qualified employee to this equipment including overtime assignments.
- F. A Street Maintenance Crew Leader assigned to the Track Paver as Primary Screed Operator shall receive an additional dollar (\$1.00) above their base wage for all hours operating the Screed. Management reserves the right to assign the most qualified employee to this equipment including overtime assignments.
- G. Effective January 1, 1995, an Equipment Operator or Street Maintenance Worker who has accumulated 1,000 temporary upgrade hours since January 1, 1994 as a Heavy Equipment Operator (HEO) will progress to Step 2. Equipment Operators appointed to HEO who have greater than 1,000 hours of temporary set up time as HEO shall be placed at Step 2 upon appointment.
- H. Equipment Operators, Street Maintenance Workers, Ground Maintenance Workers and Hydro Grounds Maintenance Workers who have or will have accumulated 1,000 temporary upgrade hours to Crew Leader since January 1, 2009 will be compensated at

Step 2 of the applicable Crew Leader pay range when set up to perform the duties of that classification.

- I. A Solid Waste Worker when assigned as a lead worker shall receive an additional eight percent (8%).
- J. Solid Waste Workers assigned in writing to assist in the development and implementation of safety programs, assist in the development and implementation of training programs and/or development and implementation of solid waste operations projects as may be designated by management, shall receive eight percent (8%) over base wage.
- K. A Grounds Maintenance Worker or Crew Lead will receive an application of rate of one dollar (\$1.00) per hour when performing raft-based noxious weed treatment.
- L. A Forensic Specialist, Crime Scene Technician, or Animal Control & Compliance Officer will receive an additional four percent (4%) per hour when assigned by a Supervisor and performing the following specific tasks: (1) training other Forensic Specialists, Crime Scene Technicians, or Animal Control & Compliance Officers, respectively; (2) developing training plans; and/or (3) participating in the evaluation process for the training provided. Selected employees must have the necessary skill and training to perform these tasks. Employees on modified status are not eligible for this premium.
- M. A Traffic Sign and Marking Specialist who attains and maintains an International Municipal Signal Association (IMSA) Signs and Markings Level III certification will receive an additional five percent (5%).
- N. A Traffic Sign and Marking Specialist who is assigned as a lead worker will receive an additional ten percent (10%). Such employee will not also receive the five percent (5%) AOR for holding and maintaining the IMSA Signs and Markings Level III certification.
- O. A Traffic and Signs Marking Specialist will receive a rate of pay equivalent to Equipment Operator for the responsibility and operation of the bucket truck.
- P. Industrial Painters required to hold certification in Self Contained Breathing Apparatus (SCBA) or confined space will receive a three percent (3%) certification premium added to their base rate.
- Q. Ground Maintenance Workers, Street Maintenance Workers and Hydro Grounds Maintenance Workers will receive an application of rate equivalent to the Equipment Operator rate of pay for the responsibility and operation of the following equipment: large tractor mower, large computerized spray truck, bucket truck, and water truck requiring a Commercial Driver's License (CDL).
- R. Street Maintenance Workers, when performing Equipment Operator job duties for four (4) hours or more will receive Equipment Operator pay. If the operation exceeds four (4) hours, the total time of equipment operation worked will be paid at the Equipment Operator rate.
- S. A Street Maintenance Worker, when set up to the classification of Concrete Finisher Crew Leader, will receive the Concrete Finisher Crew Leader Step 1 rate of pay.
- T. Grounds Maintenance Workers at Public Works when operating a dump truck for four (4) hours or more will receive an application of rate equivalent to the Equipment Operator rate of pay. If the operation exceeds four (4) hours, the total time of dump truck operation worked will be paid the Equipment Operator rate of pay.
- U. Employees in the classifications of Crime Analyst and Senior Crime Analyst who hold a Master's degree from an accredited post-secondary institution with emphasis in math, statistics, criminal justice, behavioral science or a related field as determined by the Chief of Police or their designee, will receive a two and one-half percent (2.5%) educational incentive pay in addition to their base wages.
- V. Local 117 General bargaining unit employees in the Tacoma Police Department who are employed as of the date of City Council approval of this Agreement, in the first pay

period thereafter, retroactive for 2019 and in the first pay period of each subsequent year of this contract, shall receive a lump sum payment in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

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 2019:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A of the Joint Labor Agreement.

- 6.2.1 Eligibility.** Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.
- 6.2.2 Default Options.** If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3 City Payment of Claims/Premiums.** Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4 Employee Contributions to Premiums.** Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5 Wellness Credit.** Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or 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.

ADDENDUM A – FINANCE DEPARTMENT

This Addendum is supplemental to and is to be read in conjunction with the AGREEMENT to which it is attached, by and between the City and the Union. The purpose of this Addendum is to set forth the mutual understanding of the parties regarding working conditions specific to the bargaining unit members in the Finance Department. In the event there is a conflict between specific provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail. This Addendum applies exclusively to the following classifications:

- Tax & License Compliance Officer
- Tax & License Field Auditor
- Tax & License Field Auditor, Sr.
- Tax & License Office Auditor

A 1.1 - Schedule Changes

1. The employer will provide employees with seven (7) days' notice of a permanent or temporary schedule change to accommodate the inspection of a business for compliance or to perform a field audit.
2. In the interest of meeting the needs of employees and maintaining productivity, employees covered by this Addendum 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 within the same work week. Employees must initiate the request and the hours made up must be pre-authorized by management. Employees cannot make up incidental time hours on days or shifts that qualify for an overtime rate (such as holidays).

A 1.2 - Personnel Clothing and Safety Boots

In the interest of providing a flexible basis for the varied working conditions of bargaining unit employees in the Finance Department, and with recognition that various work units and positions have varying needs, the City of Tacoma and the Union agree to the following regarding clothing and safety boots.

1. On an as-needed basis, employees may make a request through the appropriate supervisor that foul weather gear be provided.
2. Certain employees may be provided with a uniform, partial uniform (shirt) and/or jacket. All such items shall be provided at the discretion of the appropriate manager or designee. Each employee provided clothing in this manner is required to wear such clothing while on duty.
3. When approved by the appropriate supervisor, employees may be allowed to wear business casual shorts or similar for given shifts.
4. Employees who are required to wear safety boots shall be reimbursed or permitted to use a "P" card at Management's discretion, for appropriate footwear.

5. Routine care and upkeep of all items provided to an employee shall become the sole responsibility of the employee.
6. Items provided by the City shall be considered City-owned and are for use only during the course of City business. The employee shall keep City-owned items secure.
7. Repair or replacement of worn out items shall be made at the discretion of the appropriate manager or designee.
8. Other issues regarding clothing and safety boots may be brought to the Labor/Management Committee for discussion and possible resolution.

ADDENDUM B – TACOMA POLICE DEPARTMENT

This Addendum is supplemental to and is to be read in conjunction with the AGREEMENT to which it is attached, by and between the City and the Union. The purpose of this Addendum is to set forth the mutual understanding of the parties regarding working conditions specific to the bargaining unit members at the Tacoma Police Department. In the event there is a conflict between specific provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail. This Addendum applies exclusively to the following classifications:

- Animal Control & Compliance Officer, 5365
- Crime Scene Technician, 4210
- Forensic Specialist, 4208
- Latent Print Examiner, 4212
- Police Administrative Support Specialist, 0016
- Senior Crime Analyst, 1102
- Crime Analyst, 1101
- Crime Program Technician, 1099

A. Performance Evaluations

1. The City retains the right to evaluate performance pursuant to Article 11, Management Rights, of the current collective bargaining agreement, and consistent with RCW 41.56.
2. The City may implement an annual performance review system. The performance review system will only be used to counsel employees as to their job performance, strengths and weaknesses, the identification of individual goals and objectives, and the determination of training needs. The employer agrees that the performance evaluations will not be used as a disciplinary tool and /or to advance discipline.
3. The performance evaluations can be considered for promotional purposes for a period of thirty-six (36) months from the date of the evaluation. Employees will have the right to submit a rebuttal letter and the right of appeal consistent with applicable Department policies and procedures.
4. Final performance evaluation documents will be retained in an employee's personnel file for six (6) years past the date the employee separates from employment, in accordance with the Secretary of State's retention schedule. Final performance evaluation documents do not include supervisor's notes and quarterly coaching documents used to create the final performance evaluation. Supervisor notes and quarterly coaching documents are superseded by the final evaluation and can be destroyed upon completion of the final evaluation, and after the time for appeal has expired.

B. Bilingual Pay

The Tacoma Police Department recognizes the benefits of having employees who can act as foreign language interpreters and translators. Eligible employees shall receive an application of rate of two (2) percent above their base pay according to the terms and conditions of a Bilingual Pay Program established by management for actual hours spent as foreign language interpreters and translators in the course of their work duties.

C. Parking. The Employer will continue to provide parking for employees covered by this Addendum.

Section B1 - POLICE ADMINISTRATIVE SUPPORT

B 1.1 Police Administrative Support

A. Overtime.

Overtime distribution for Police Administrative Support Specialists in a bureau shall be by seniority unless it involves an assignment continuation.

General overtime opportunities outside a bureau shall be announced by e-mail. Opportunities shall be awarded on a voluntary basis, by seniority, and based on Management's decision as to those volunteers who have the necessary qualifications and experience. Management reserves the right to assign overtime using inverse seniority, based on Management's decision as to those employees who have the necessary qualifications and experience.

B. Call Back. Police Administrative Support Specialists called back to work during off duty hours shall receive a minimum of three (3) hours at time and one-half (1½) rate or equivalent compensatory time at the employee's discretion.

C. Available Positions. When a Police Administrative Support Specialist position becomes available, an existing Police Administrative Support Specialist may submit a letter of interest and resume during the job posting period to the Police Chief or their designee for consideration with all other applicants.

B 1.2 Police Administrative Support Specialist Shift Incentive Pay

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

- On or after 1200 hours, but before 1800 hours, will receive the swing shift application of rate.
- On or after 1800 hours, but before 0500 hours, will receive the graveyard application of rate.

B 1.3 Holidays

Police Administrative Support Specialists shall have five (5) mandatory holidays: New Years' Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, and will receive eight (8) hours holiday pay for each day. They will also receive a holiday leave bank of fifty-six (56) hours (which includes two floating holidays), which can be used in hourly increments with prior management approval. This will amount to a total of ninety-six (96) hours of holiday pay per year.

B 1.4 Meal Breaks and Rest Periods

With prior approval of the supervisor, Police Administrative Support Specialists may combine their two (2) fifteen minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The City agrees to continue this practice whenever practicable. The Union recognizes that the City may need to restrict or modify this

practice based upon operational needs or if this practice results in operational inefficiency. If the Tacoma Police Department determines a need to restrict or modify this practice, the Department will notify the Union at least fourteen (14) days prior to any implementation of a restriction or modification of the practice. Employees may not skip rest or lunch breaks in order to leave early.

B 1.5 Emergency Operations Center Support

A Police Administrative Support Specialist who assists the Emergency Operations Center personnel by providing support during a major event and support to the Incident Command System (ICS) shall receive an application of rate of five percent (5%) above their regular rate of pay for additional duties added to their normal duties while assigned.

B1.6 Reassignment Notification

The City will provide fourteen (14) calendar days written notification to a Police Administrative Support Specialist of their reassignment.

Section B2 - CRIME ANALYSIS UNIT

B 2.1 Overtime Exemption The parties acknowledge that the Crime Analyst and Senior Crime Analyst classifications are overtime exempt.

B 2.2 Breaks and Meal Period With prior approval of the supervisor, Crime Program Technicians may combine their two (2) fifteen minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The City agrees to continue this practice whenever practicable. The Union recognizes that the City may need to restrict or modify this practice based upon operational needs or if this practice results in operational inefficiency. If the Tacoma Police Department determines a need to restrict or modify this practice, the Department will notify the Union at least fourteen (14) days prior to any implementation of a restriction or modification of the practice. Employees may not skip rest or lunch breaks in order to leave early.

B 2.3 Holidays Crime Analysis Unit employees shall have five (5) mandatory holidays: New Years' Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, and will receive eight (8) hours holiday pay for each day. They will also receive a holiday leave bank of fifty-six (56) hours (which includes two floating holidays). Employees in non-exempt classes can use the holiday leave bank in hourly increments with prior management approval. This will amount to a total of ninety-six (96) hours of holiday pay per year.

Section B3 - FORENSIC SERVICES SECTION

B 3.1 - Holidays, Court Overtime, and Call Outs The following sections shall apply only to Forensic Specialists, Fingerprint Technicians, Crime Scene Technicians, and Latent Print Examiners.

A. Holidays. The following three (3) holidays will be considered Premium Holidays:

- Fourth of July
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

Work performed on any of the premium holidays from 0001 to Midnight shall be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday shall maintain the floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the non-premium holidays will be paid at the time and one-half (1½) rate.

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

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

Holiday scheduling will be done in accordance with the following restriction: no employee will be allowed to take more than two (2) floating holidays off between December 1 and December 31 of each year.

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

B 3.2 - Standby Assignments Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station optimally within one (1) hour of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control. Typical standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid at the thirty-six dollar (\$36.00) flat rate. Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at a rate of three dollars (\$3.00) per hour for all standby hours, except that the three dollar (\$3.00) per hour standby pay will cease when an employee is called out. When an employee is called out, a minimum of four (4) hours at the appropriate overtime rate will be paid from the time the employee is notified to report for the assignment until the assignment ends. All hours worked in excess of four (4) hours will be paid at the appropriate overtime rate. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time they are receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one (1) hour at the time and one half (1 1/2) rate.

B 3.3 - Meal Breaks Crime Scene Technicians, Forensic Specialists and Latent Print Examiners shall be entitled to a paid meal break during their normal shift when workloads permit. Recognizing the needs of the public will occasionally interfere with meal breaks, meals shall be taken for a period of time, and at such time and place that is consistent with duty requirements or the City's direction. Employees who are called into work on their time off are entitled to a fifteen (15) minute paid rest period after two (2) hours of work commencing from the time they pick up their City vehicle. After four (4) hours of work, employees will be allowed a thirty (30) minute paid lunch break. Additional breaks/lunch breaks will follow at two (2) and four (4) hour increments, respectively.

B 3.4 – Seniority

- A. Seniority Definition: Seniority for the purposes of vacation, holiday or job bidding, shall be defined as the length of status in the specific classification. For purposes of vacation, holiday and shift bidding, Crime Scene Technicians and Forensic Specialists will be considered one classification. For purposes of in-classification seniority, the date of hire as a Crime Scene Technician or Forensic Specialist, whichever comes earlier, will be considered as their in-classification seniority.
- B. Seniority Based Shift Bidding: All employees in the classification of Crime Scene Technician, Forensic Specialist and Latent Print Examiner shall select shifts upon the basis of seniority. Shifts shall be presented for bid at least four (4) weeks prior to the beginning of a new schedule. Schedules will be for a period of three (3) months. Two (2), three (3) month schedules will be presented for bid at one time, and bids will occur twice (2x) in a twelve (12) month period. For example, the work schedule covering January through March, and April through June, would be presented for bid by December 1st of the preceding year. The work schedule covering July through September, and October through December, would be presented for bid by June 1st of the same year.
 - 1. It is recognized that due to staffing levels and the needs of the department, work schedules may have to be changed. As a result, work shifts would be re-bid.

2. All Crime Scene Technicians, Forensic Specialists and Latent Print Examiners during their initial or promotional probationary period shall be subject to training requirements and may be assigned to a shift based upon training needs.
3. In the event it becomes necessary, in the opinion of the City, to transfer an employee from one shift to another, the employee transferred shall either be a volunteer, or, if no employees volunteer, the selection will be made by the City.
4. If a position(s) is eliminated, only employees employed as of January 1, 2007 in the classification of Forensic Specialist and Latent Print Examiner, pursuant to 1.24.900 of the Personnel Rules, will have the right to bump into a Crime Scene Technician position or any other position (lateral or demotion) for which they are qualified within the Forensics Services Section.

B 3.5 - Requests for Time Off Requests for time-off shall be determined by classification seniority. Scheduled vacations will be any time off that is listed on the yearly scheduled vacation sign-up sheet. The sign-up sheet will begin circulating no later than December 1st of the prior year and turned in no later than January 31st of the year being scheduled. Scheduled vacation will take precedence over any other types of time off. A scheduled vacation can consist of any leave time an employee has accrued, but must be continuous and taken on consecutive workdays. Employees are entitled to two (2) scheduled vacation selections per calendar year, with one choice selection being made at one time as the sign-up sheet is circulated through the seniority list.

- A. Once approval for time-off has been received, a more senior employee cannot bump a less senior employee for the same time-off within thirty (30) days of holiday, unscheduled vacation or compensatory approved time off.
- B. Employees can use any combination of vacation time, holiday time or compensatory time for both scheduled and unscheduled time off.

The City reserves the right to determine the staffing levels on mandatory holidays where a premium pay is required. The use of non-premium holidays is subject to the provisions of Article 15, Section 15.1.

B 3.6 - Compensatory Time: There shall be a maximum of two hundred (200) hours of accrual of compensatory time. Management shall have the discretion to increase employee compensatory time maximums to two hundred and forty (240) hours. Compensatory time may be taken in conjunction with vacation and holidays, subject to approval of management. Compensatory time may only be earned with prior approval from the Chief of Police or their designee. Any unused compensatory time will be paid out at the end of the calendar year in which it is earned.

B 3.7 - Hours of Work

- A. Duty Day: A duty day shall be defined as a twenty-four (24) hour period following an employee's normal daily reporting time. The first day off shall be defined as a twenty-four (24) hour period following five (5) consecutive duty days. The second day off shall be defined as the next twenty-four (24) hour period following the first day off.
- B. Scheduled Shift: A scheduled shift shall be any tour of duty ordered in the regularly published work schedule, or any other duty assignment made with seventy-two (72) hours' or more notice.

- C. **Unscheduled Shift:** An unscheduled shift shall be any tour of duty ordered with less than seventy-two (72) hours' notice, provided; that court appearances, extended duty overtime at the conclusion of the employee's shift, shooting/death debriefings, emergency orders of the Police Chief, or training shall not be considered an unscheduled shift.

B 3.8 - Shift Incentive Pay An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). This application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the employees on these shifts. The City and the Union agree that an employee assigned to or working any shift that begins:

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

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

B 3.9 Uniforms/Clothing Management will continue to supply all appropriate uniforms/clothing to permanent Forensic Department Employees, including shirts, pants, and a jacket. All employees are required to wear the provided uniforms/clothing while on duty. In addition, permanent Forensic Department Employees will receive an annual cleaning allowance of \$350.00 per year. The allowance shall be paid in the second pay period of January.

B 3.10 Certifications, Membership Fees etc.: With prior approval by the Chief, or designee, Forensics employees shall be reimbursed for the costs of maintaining certification where the certification is related to the employee's job duties and of value to the Department.

The City will pay for one professional membership fee per Forensic employee, to the International Association of Identification, (national chapter or local chapter).

Section B4 - ANIMAL CONTROL SECTION

B 4.1 - Holidays

The following three (3) holidays will be considered Premium Holidays:

- Fourth of July
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

Work performed on any of the premium holidays from 0001 to Midnight shall be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday shall maintain the appropriate floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the non-premium holidays will be paid at the time and one-half (1½) rate.

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

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

Holiday scheduling will be done in accordance with the following restriction: No employee will be allowed to take more than two (2) floating holidays off between December 1 and December 31 of each year.

B 4.2 - Standby Assignments Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station optimally within one (1) hour of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee's immediate control. Typical standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) hours will be paid at the thirty-six dollar (\$36.00) flat rate. Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at a rate of three dollars (\$3.00) per hour for all standby hours, except that the three dollar (\$3.00) per hour standby pay will cease when an employee is called out. When an employee is called out, a minimum of four (4) hours at the appropriate overtime rate will be paid from the time the employee is notified to report for the assignment until the assignment ends. All hours worked in excess of four (4) hours will be paid at the appropriate overtime rate. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time they are receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one (1) hour at the time and one half (1-1/2) rate.

B 4.3 - Court Appearances and Call-Outs:

- A. Animal Control Compliance Officers who appear in court or are called into work during off duty hours shall be compensated for a minimum of four (4) hours at the time and one-half (1½) rate or equivalent compensatory time, except for a one (1) hour shift extension immediately before or after the scheduled shift, which will be compensated at the time and one-half (1½) rate for actual hours worked. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds four (4) hours and it is not on the employee's second (2nd) day off, the hours in excess of four (4) will be paid at the time and one-half (1½) rate. All hours in excess of three (3) that occur during the employee's second day off will be paid at the double time (2x)

rate. Shifts may be adjusted by one hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of twenty-four (24) hours.

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

B 4.4 - Animal Control Shift Incentive Pay: An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). This application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. The City and the Union agree that an employee assigned to or working any shift that begins:

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

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

B 4.5 - Clothing Cleaning Allowance: A single cleaning allowance of three hundred fifty dollars (\$350.00) per year shall be paid to Animal Control Compliance Officers. The allowance shall be paid in the second pay period of January. Management will continue the practice of cleaning Animal Control Compliance Officer uniforms where the uniforms come in contact with biohazards. Management will provide uniforms and boots to all Animal Control Compliance Officers.

ADDENDUM C - PUBLIC WORKS and ENVIRONMENTAL SERVICES

This Addendum is supplemental to and is to be read in conjunction with the AGREEMENT to which it is attached, by and between the City and the Union. The purpose of this Addendum is to set forth the mutual understanding of the parties regarding working conditions specific to the bargaining unit members at the Public Works Department, Street Operations Division, and Environmental Services Department, Solid Waste Management Division, respectively. In the event there is a conflict between specific provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail. This Addendum applies exclusively to bargaining unit members in the following classifications:

- Asphalt Plant Crew Leader
- Asphalt Plant Operator
- Carpenter
- Concrete Finisher Crew Leader
- Equipment Operator
- Equipment Operator, Heavy
- Grounds Maintenance Worker
- Grounds Maintenance Crew Leader
- Laborer
- Painter Industrial
- Refuse Scale Operator
- Solid Waste Worker
- Street Maintenance Worker
- Street Maintenance Crew Leader
- Traffic Sign and Marking Specialist

Section 1.24.900 of the Tacoma Municipal Code outlines the procedure and processes that are utilized when personnel reductions are deemed necessary by the City. Employees hired prior to October 2012, who are employed in either the Public Works Department or Environmental Services Department in the classification of Equipment Operator, Heavy Equipment Operator, Grounds Maintenance Worker, or Grounds Maintenance Crew Leader shall have bumping rights across both departments while they are employed in those classifications. Once such employee vacates the classification they were employed in as of October 2012 the regular City layoff rules shall apply.

PREMIUM HOLIDAYS

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

Section C1 – PUBLIC WORKS STREET OPERATIONS

C 1.1 – Hours of Work

- A. The scheduled hours of work for bargaining unit members at Public Works Street Operations shall generally be between 7:30 a.m. and 4:00 p.m.
- B. The Employer will provide employees with a ten (10) days' notice of a permanent shift and/or scheduled days off change unless the change is mutually agreed to by the Employee and the Employer, or in the case of an emergency.

- C. If the Employer does not provide employee(s) with at least a ten (10) days' notice as described in Paragraph B above, the affected employee(s) will be paid for all time worked outside the scheduled hours or days at the overtime rate for the duration of the notice period.
- D. During normal operations, if the Employer temporarily changes the assigned hours or days of scheduled work for employees without giving them at least a seven (7) day notice, employees will be paid for all time worked outside the scheduled hours or days at the overtime rate for the hours worked outside of their regular shift for the duration of the notice period.

C 1.2 Fatigue Time

An employee who works at least eighteen (18) continuous hours and has less than six (6) hours before the start of their next regular scheduled shift may opt to report to work no later than four (4) hours into the next shift. The employee will be compensated at the straight-time rate for the first four (4) hours of their shift. An employee who has worked at least eighteen (18) continuous hours and works past the start of their regular scheduled shift will be compensated at the straight-time rate for four (4) hours after being relieved from duty by their supervisor. Should the employee choose to take the remaining balance of the shift off they must use accrued sick leave, vacation, PTO, or previously accrued compensatory time to cover that balance.

C 1.3 - Meal Period

- A. Employees working more than five (5) consecutive hours shall be entitled to a thirty (30) minute unpaid meal period, which shall be provided between the second (2nd) and fifth (5th) consecutive hours worked.
- B. Employees will not be required to stay on the job site while they are on their rest break.
- C. Provided there are restroom and hand wash services at the jobsite or nearby, the thirty (30) minute lunch break begins when the work ends at the job site and the lunch break ends when work begins at the job site.
- D. In the event there are not restroom and hand wash services at the jobsite or nearby, employees will be given an extra ten (10) minutes paid travel time prior to and at the end of their thirty (30) minute lunch break to find an appropriate place to take their lunch break.
- E. If an employee's meal period is interrupted due to performing a work-related task, the employee shall be permitted to complete their meal period when the task is completed.
- F. Employees who do not receive a lunch meal period at the appropriate time during their shift or have their meal period interrupted and are unable to continue their meal period within the second (2nd) and fifth (5th) hours of work shall be compensated one and one-half (1½) times their hourly rate for their missed meal period.

C 1.4 – Overtime Assignment

All overtime shall be from an established seniority list within each section, on a voluntary basis, by classification. In the event there are no volunteers within the classification the City may, at management's discretion, offer on a voluntary basis the opportunity for "set-up" from a different classification by seniority, so long as the employee is trained and qualified as determined by management. In the event volunteers are not available, the Department retains the right to assign employees from the overtime list, in the inverse order of seniority, within the classification.

On jobs which are immediately preceding or following the regular work day, the same crew shall be assigned the overtime on that particular job.

With the exception of the situation where jobs are immediately preceding or following the regular work day where the same crew will be assigned the overtime on that particular job, a temporarily set-up employee cannot be assigned scheduled overtime until all permanently classified bargaining unit employees are offered the overtime.

Scheduled overtime is defined as work that is scheduled prior to the end of the previous regular work day.

C 1.5 – Driver Overtime Call-Out in Snow and/or Ice Emergency Event

During a snow and/or ice emergency event, the City shall call drivers with CDLs by seniority in the following classifications and order:

1. Equipment Operator
2. Street Maintenance Crew Leader
3. Concrete Finisher
4. Heavy Equipment Operator
5. Assistant Concrete Finisher
6. Street Maintenance Worker on the EO set-up list by ranked order
7. Street Maintenance Worker not on the EO set-up list
8. Grounds Maintenance Crew Leader
9. Grounds Maintenance Worker
10. Traffic Sign and Marking Specialist
11. Asphalt Plant Operator
12. Asphalt Plant Crew Leader
13. Other Local 117 members from Environmental Services by class and seniority
14. Local 117 members from Tacoma Water
15. Any other qualified CDL driver as necessary

An employee who performed work outside of their regular shift will be compensated at the appropriate overtime rate for all hours worked for the first shift. When assigned, employees are expected to work their entire shift during emergencies up to twelve and a half (12½) hours. An employee is not obligated to work more than twelve and a half (12½) hours on any calendar day so long as the employee has performed twelve and a half (12½) hours of work on an emergency snow and/or ice event or a combination of an emergency snow and/or ice event and regular shift schedule on any calendar day.

During an extended emergency snow and/or ice event, the Employer agrees to pay all hours of the first shift as overtime provided that the first shift does not start at the beginning of the employees' regular shift.

For an emergency snow and/or ice event, the notice as specified in C 1.1.D does not apply.

Employees covered under this Section C 1.4 who operate a CDL truck with snow plow shall be paid an additional one dollar and fifty cents (\$1.50) per hour while they are operating the snow plow.

C 1.6 – Brine Assignments

While the set-up and maintenance of the brine equipment is the responsibility of the Grounds Maintenance Crew Leader (GMCL) the actual making of brine for de-icing purposes is not "owned" by any particular classification within Street Operations. If deemed necessary by management, the preferred process during an emergency event shall be as follows:

- Grounds Maintenance Worker without CDL
- All other classifications without CDL

C 1.7 - Employment of Youth Build Tacoma (YBT) Interns

The City may employ up to three (3) Youth Build Tacoma (YBT) summer interns as Laborers.

1. Wages will be paid by YBT at their established rate of pay.
2. The internships will each be two (2) months in duration.
3. Upon successful completion of the two (2) month Labor internships, Public Works Streets Operations may appoint the interns to temporary Laborer positions paid by the City in accordance with the collective bargaining agreement.
4. The parties agree that employment of YBT interns will not supersede hiring of individuals from an existing eligibility list.

C 1.8 – Community Service Work Crew Scope of Work Agreement

Community Service Work Crews (CSWC) can perform litter pick up as needed in areas maintained by the Public Works Street Operations Division as well as perform smaller maintenance tasks in the Right of Way (ROW) including the use of weed eaters, blowers and trimmers, and will be allowed to pick up litter at the landfill one day per week. No other work is to be performed by the CSWC outside of this agreement. The CSWC employees will not be allowed to operate any power equipment that is not listed in this section, unless mutually agreed to with the Union.

C 1.9 – End of Shift Reports

Grounds Maintenance and Street Maintenance Employees will be given ten (10) minutes before the end of shift for clean-up and to complete their Truck Sheets, Spray Records, Employee Evaluation Forms, and to review the Employee(s) Evaluation with the Project/Temporary Employee(s).

C 1.10 - Request for Vacation, PTO and Floating Holidays

Employees of Street Operations will file all requests for leave with no less than seventy-two (72) hours' notice prior to the requested day/days off. The City will respond to all requests prior to the end of the business day, if the requested day off is the next business day. All other requests for time off will be responded to within seventy two (72) hours. The timelines can be waived by mutual agreement.

C 1.11 – Call-Out

The City agrees to call back employees in seniority order based on volunteers by classification in accordance with C 1.4.

If the time spent on the call-out goes into the employee's normally scheduled shift, the employee may continue to work the entire scheduled shift, may take accrued leave for all or remainder of their shift or may leave after eight (8) hours work without utilizing accrued leave. An employee is not obligated to work more than eight (8) hours on any calendar day so long as the employee has performed eight (8) hours of work on a call-out or a combination of call-out and regular shift schedule on any calendar day, unless an exigent or emergency situation continues.

C 1.12 – EnviroHouse Kiosk

It is understood by the parties that any grounds maintenance surrounding the EnviroHouse Kiosk shall be done by bargaining unit employees in Street Operations.

C 1.13 – Grounds Maintenance Worker Upgrade to Grounds Maintenance Crew Leader

- A. In the event a temporary Crew Leader vacancy occurs for a period of three (3) days or less, the City may fill the temporary vacancy by utilizing one of the other Crew Leaders to fill in for the absent Crew Leader, or may not fill the opening at all.
- B. In the event of a temporary vacancy that is greater than three (3) days, the City will fill the Crew leader position with a Ground Maintenance Worker, with a valid CDL, using the eligibility list and the individual assigned will be upgraded to Crew Leader.
- C. If both Crew Leaders are gone, the City will only be obligated to fill one of the Crew Leader positions by way of upgrade.
- D. Sick leave call out by the Crew Leader shall constitute a temporary vacancy beginning on the fourth (4th) consecutive day of sick leave by a Crew Leader.
- E. Pay for work in the higher classification will be paid at the first step in the higher pay range that results in an increase of at least five percent (5%) over the employee's regular rate of pay, or to the top step of the range, whichever is less.

C 1.14 Grounds Maintenance Worker Route Assignments – Equipment Operation

Qualified Grounds Maintenance Workers, depending upon the needs of their routes, may be assigned to operate the tractor mower, the large computerized spray truck, the bucket truck, and/or water truck. If the equipment is to be used for two days or less, the Grounds Maintenance Worker assigned to that route will receive set-up to Equipment Operator. If the assignment requires that the equipment is used for more than two days, the assignment shall be made to a Grounds Maintenance Crew Leader or offered by seniority to another Grounds Maintenance Worker.

C 1.15 Front End Loader

When a Heavy Equipment Operator (HEO) is not available, due to operational need to load trucks in Streets Operations yards and a Street Maintenance Worker, Grounds Maintenance Worker, or Equipment Operator, who is qualified, is assigned to load their truck with a front end loader, with approval of management, they shall be set-up to HEO pay.

The upgrade will be paid for a minimum of one (1) hour; thereafter, actual pay will be in one-tenth (1/10) hour increments.

If a qualified Street Maintenance Worker, Grounds Maintenance Worker, or Equipment Operator, is assigned to load their truck with a front end loader at the Asphalt Plant, with approval of management, they shall be set-up to Asphalt Plant Operator (APO) pay. The upgrade will be paid for a minimum of one (1) hour; thereafter, actual pay will be in one-tenth (1/10) hour increments.

C 1.16 Trouble Truck Assignment

Employees assigned to a trouble truck program (emergency response) and stand-by shall be eligible for Shift Incentive Pay. For purposes of the trouble truck assignments, modified swing shift is defined as Monday through Friday 12:00 p.m. to 8:30 p.m., with a half hour unpaid lunch and excluding holidays. Employees working any hours during the modified swing shift shall be compensated at three percent (3%).

In the event the Public Works Department chooses to revert back to the traditional trouble truck schedule (providing 24/7 level of service). The Employer will provide a three percent (3%) percent shift incentive pay for swing and five percent (5%) for graveyard. The Employer and the

Union will meet to negotiate the criteria which must be met for shift incentives for swing shift and graveyard schedules.

Prior to the end of each calendar year, the City will conduct an annual bid that all Street Maintenance Workers will be assigned to attend. A Teamsters Local 117 shop steward shall also attend. Employees will bid on trouble truck shifts based on seniority with the most senior person writing their name in the week they choose and then the next senior employee choosing a week until all weeks have been chosen. Employees shall not work back to back shifts without mutual consent between the employee and the employer, and staff cannot select a week in which they have approved leave. In instances when an employee is unable to be in attendance at the meeting the shop steward will pick the shift(s) on behalf of the absent employee.

Employees may trade up to seventy-five percent (75%) of their assigned weeks to another employee within their classification. Any trades agreed to by the two employees must be submitted at least five working days in advance of the date of the trade and approved by the Street Operations Assistant Division Manager. The employee will receive a response within three working days of submission. Seniority is not considered when staff is trading assignments. No employee may work more than seven (7) weeks of trouble truck assignment in the program year.

Employees on stand-by will be furnished a city cell phone or other device as determined by management.

During stand-by, calls that do not require return to the work site will be paid in cumulative one-tenth (1/10) hour increments, each call is rounded to the nearest 5th minute. The employee will keep a record of all calls received on stand-by. This time shall be compensated at one and one-half (1½) times the employee's hourly rate or double time (2x) depending on the day. When an employee chooses not to document calls, no compensation will be provided.

Shift change on Holidays that fall on Mondays will be done at 7:00 a.m. Employees performing the shift change will be compensated at one (1) hour at the appropriate over time rate for transferring the duty phone. This transfer will take place at Streets Operation Division, or a mutually agreed upon place with management's approval. An employee called to work from stand-by status, who is required to take action and respond to callout to perform work, shall receive a minimum of two hours in accordance with Section 17.3 of this Agreement.

Section C2 - ENVIRONMENTAL SERVICES SOLID WASTE MANAGEMENT DIVISION

C 2.1 – SWM Division Sections and Workgroups

The Environmental Services Solid Waste Management (SWM) Division consists of two Sections, the On-Site Operations Section and the Collection Operations Section, made up of the following Workgroups:

- A. On-Site Operations Section
 - 1. Public Receiving Workgroup
 - 2. Recycling Workgroup
 - 3. Facility Maintenance Workgroup
- B. Collection Operations Section
 - 1. Collection Trucks Workgroup

2. Container Maintenance and Delivery Workgroup

Bidding and overtime assignments will be by seniority, by classification within the above Workgroups.

C 2.2 – Hours of Work

The standard work week shall consist of five (5) consecutive eight (8) hour days, exclusive of any unpaid lunch period.

- A. The Employer will provide employee(s) with a seven (7) days' notice of a permanent shift and/or scheduled days off change unless the change is requested by the Employee and approved by the Employer, or in the case of an emergency.
- B. If the Employer changes the assigned hours or days of scheduled work for employees without giving them at least a seven (7) day notice as described in Paragraph A above, except for changes requested by the employee, the affected employee will be paid for all time worked outside the scheduled hours or days at the overtime rate for the duration of the notice period.
- C. Changes to shifts for Solid Waste Workers that include a change in regularly scheduled days off, or shifts that become available due to a permanent position opening, will first be offered by the Supervisor to other qualified and trained Solid Waste Workers by seniority within the Workgroup in which the change occurred. An available shift that is not claimed within the Workgroup will be posted for all Solid Waste Workers within the Division to bid for a minimum of seven (7) days. At the end of the post the Solid Waste Worker with the most seniority who bids for the shift shall be assigned.
- D. Changes to shifts for Heavy Equipment Operators and Refuse Scale Operators that include a change in days off, or shifts that become available due to a permanent position opening, will result in all shifts for the affected classification within the Division to be bid by seniority.

C 2.3 – Set-ups for Scheduled and Unscheduled Vacancies

A scheduled vacancy is any vacancy for which four (4) or more full working days advance notice is provided. An unscheduled vacancy is any vacancy for which advance notice of four (4) or more full working days is not provided.

- A. Set-up Order & Training. Set-ups will be offered in the order listed in this Paragraph A, numbers 1 through 4, for set-ups described in Paragraphs B, C, and D below. Opportunities to train across sections will not be unreasonably denied.
 - 1. Local 117 employees assigned to work in the Public Receiving Workgroup, who are qualified and trained, by seniority.
 - 2. Local 117 employees within the SWM Division, who are qualified and trained, by seniority.
 - 3. Any SWM Division employees who are not in the Local 117 bargaining unit, who are qualified and trained, by seniority.
 - 4. In the event volunteers are not available, the City retains the right to assign qualified and trained employees to set-ups or overtime in inverse order of seniority within the Public Receiving Workgroup.
- B. Set-ups for Unscheduled Vacancies
 - 1. Management may utilize qualified and trained on-site Local 117 bargaining unit employees for unscheduled vacancies for set-ups to the Refuse Scale Operator and Heavy Equipment Operator classifications, prior to calling personnel in on

overtime to fill an unscheduled vacancy. Set-ups will be offered as defined in Paragraph A above.

2. If overtime is required to fill an unscheduled vacancy, overtime will be offered within the classification in accordance with Section C2.4.
3. If no employees in the vacant classification are available, or if they decline the offered overtime, unscheduled vacancies within the Refuse Scale Operator and Heavy Equipment Operator classifications will be filled in the order listed in Paragraph A above.

C. Set-ups of Overtime for Scheduled Vacancies

Overtime will be offered in accordance with Section C2.4 prior to utilizing set-ups to fill a scheduled vacancy. If no employees in the vacant classification are available, or if they decline the offer of overtime, scheduled vacancies within the Refuse Scale Operator and Heavy Equipment Operator classifications will be filled in the order listed in Paragraph A above.

D. Daily Set-ups

The City agrees to notify the employee of the start and anticipated end time of a shift at the time the set-up is offered. Employees shall have first right of refusal based on the order defined in Paragraph A above; however, the employee must be willing to accept the anticipated shift as a whole. The anticipated set-up shift is not guaranteed, as the actual end time may differ from anticipated shift, depending on operational needs. In no case shall an employee assigned to set-up receive less than one (1) hour set-up pay per shift.

C 2.4 – Overtime Assignments

- A. Definitions. Scheduled overtime is defined as work that is scheduled prior to the end of the previous work day. All other overtime is defined as unscheduled.
- B. The parties agree to the following process in the SWM Division for overtime assignments. All overtime shall be offered to qualified and trained employees, within the same classification, by seniority, on a voluntary basis, in the following order:
 1. Permanent employees in the Workgroup in which the overtime is available.
 2. Permanent employees in the Section in which the Workgroup is located, in which the overtime is available.
 3. Permanent employees in the SWM Division.
 4. Temporary employees in the Workgroup in which the overtime as available.
 5. Temporary employees in the SWM Division.
- C. In the event volunteers are not available, the City retains the right to assign qualified and trained employees, within the same classification, overtime in inverse order of seniority in the Workgroup in which the overtime is available.
- D. Management reserves the right to assign training, and to allow employees to volunteer for committees, that may result in overtime.

C 2.5 – SWM Meal & Rest Breaks

A. Combining Breaks and Lunch.

1. With prior approval of their supervisor, employees may combine their two (2) fifteen minute rest breaks with their thirty (30) minute lunch break as long as the practice does not result in operational inefficiency. The City agrees to continue this practice

whenever practicable. The Union recognizes that the City may need to restrict or modify this practice based upon operational needs or if this practice results in operational inefficiency.

2. If the SWM Division determines a need to restrict or modify this practice it will notify the Union at least seven (7) calendar days prior to any implementation of a restriction or modification.
3. In addition, employees for whom the City has agreed to this practice, who decide they no longer wish to combine their two (2) fifteen (15) minute rest breaks with their thirty (30) minute lunch break, will notify their supervisor at least seven (7) calendar days prior to discontinuing this practice.

B. Lunch Breaks.

1. Lunch breaks may be scheduled outside of the second (2nd) and fifth (5th) hour with mutual agreement between an employee and management, when this does not conflict with operational needs.
2. If an employee is required and directed to work through their second (2nd) and fifth (5th) hour and is not able to take a lunch during that period, their half-hour lunch break will be compensated at time and one-half for the missed lunch period, and the employee will be in an unpaid status when they take their missed lunch break after the fifth (5th) hour.
3. An employee may elect to not take their missed lunch break, but must complete their full work shift.

C 2.6 – SWM CDL Testing

- A. In order to meet the set-up needs of the SWM Division, and to promote employee development, the City will provide training and pay for an employee's cost of the exam fee for the CDL driving test on the following basis:
 1. The employee must have the qualifications to take the CDL driving test which includes previously having passed both the written and physical tests.
 2. The City will pay for the CDL driving test only if the employee passes the test. An employee will be allowed two attempts.
 3. The City will allow the employee to use a City truck for the test – provided the test is given on-site, or a CDL-licensed employee drives the truck to the test off-site.
 4. If the classroom training, written and/or physical test(s), including travel time, occur during an employee's regular work day, the employee will be compensated at their regular straight-time rate of pay. The employee will not be entitled to overtime.
 5. The City will establish procedures by which employees will receive training and payment for exam fees for the CDL driving test. Once an employee has been trained and receives a CDL through this process, the employee is expected to be available for set-ups, as further defined in the City's procedures.
- B. City policies and all applicable federal and state law requirements regarding employees with CDLs who drive a City of Tacoma vehicle will apply to all employees whose CDL and testing have been paid for by the City and who are available for set-ups, including but not limited to alcohol and substance abuse testing requirements.

C 2.7 – Solid Waste Worker Assignments – Collection Operations Section

The following assignments occur only when there is a shortage of Collector Drivers.

- A. Solid Waste Workers assigned to the Collection Trucks Workgroup will be part of an employee pool to work on the rear of trucks, to collect garbage, recycle or organic waste for the scheduled day.

- B. In the event there are not enough assignments available in the Collection Trucks Workgroup, employees in that Workgroup will be assigned to the Container Maintenance and Delivery Workgroup, by seniority.
- C. Solid Waste Workers shall be paid at their Solid Waste Worker rate of pay when performing all assigned tasks within the Solid Waste Worker classification duties.
- D. Temporary Laborers will not perform Collection Trucks Workgroup duties.
- E. At the start of each work day, the Collection Supervisor/Dispatcher will determine the Collection Trucks Workgroup tasks that need to be performed, and the Solid Waste Workers within this workgroup will be allowed to select from these tasks based upon their seniority. Solid Waste management may rotate workers between the various duties, on an as needed basis, to ensure familiarity with the tasks they may be asked to perform.
- F. For training purposes and/or operational continuity, Solid Waste management may assign one individual to a specific task for no longer than four (4) months. Seniority will be considered when making these assignments.

C 2.8 – SWM Division Holidays

Employees in the SWM Division working an approved flex 4/10 or 9/80 schedule will receive ninety-six (96) hours of holiday pay per year.

- Employees will receive eight (8) hours of pay for each observed holiday.
- Employees may augment the regular eight (8) hours of holiday pay with vacation or compensatory time for each holiday shift.
- Employees working on scheduled holidays will receive the appropriate overtime rate for all hours worked on said holidays.

When an observed holiday falls on an employee's regularly scheduled day off, they may request to take off the scheduled day of work immediately preceding or the next scheduled day of work following the observed holiday.

C 2.9 Vacant Shifts

When Management creates a new position, or when a permanent position is vacated and Management determines to fill the vacancy, and the position is anticipated to remain vacant for six months the new or vacant shift will be addressed as follows:

- A. Management may, after notifying the Union and providing an opportunity to bargain over the effects of the change, revise schedules and/or shifts in accordance with Section C2.2 above as needed to cover long-term operational needs with reduced staffing levels.
- B. When a vacancy is anticipated to last less than six (6) months the position may, at management's discretion, be put up for bid, left vacant, be filled temporarily by an employee in the same classification by seniority, or be filled by a temporary employee.
- C. Management reserves the right to decide not to fill a vacancy, delay the implementation of the new bidded shifts and/or implement temporary shift changes to meet operational needs until the vacant position is filled.

ADDENDUM D - TACOMA WATER DIVISION

This addendum is supplemental to and is to be read in conjunction with the AGREEMENT to which it is attached, by and between the City and the Union. The purpose of this Addendum is to set forth the mutual understanding of the parties regarding working conditions specific to the bargaining unit members in the Tacoma Water Division. In the event there is a conflict between specific provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail. This Addendum applies exclusively to the following classifications in the Tacoma Water Division:

- Equipment Operator
- Heavy Equipment Operator

D 1.1 – Reporting Headquarters

Reporting headquarters are defined as In Town (Water Distribution Building) and McMillin.

D 1.2 – Hours of Work

Eight (8) Hour Day – Eight (8) hours exclusive of the lunch period shall constitute a day's work. Normal hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing the thirty (30) minutes for lunch. For purposes of this Addendum, the normal workday shall be considered to start at 12 midnight. Absent emergency conditions, when job requirements make it necessary to establish work hours other than the above, they may be temporarily established by twenty-four (24) hours' notice, with mutual agreement by the parties. Where there is not mutual agreement, alternative work schedules will be offered in order of seniority. If none accept, the least senior employee will be assigned within the reporting headquarters. Alternate schedules will not be established such that an employee will receive less than their standard number of straight time hours.

D 1.3 - Premium Holidays

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

D 1.4 – Set ups for Scheduled and Unscheduled Vacancies

A scheduled vacancy is any vacancy for which two (2) or more full working days advance notice is provided. An unscheduled vacancy is any vacancy for which advance notice of two (2) full working days is not provided.

Set ups to the Heavy Equipment Operator classification, will be filled following the process listed below:

- A. Existing Water Division Equipment Operators on the Heavy Equipment Operator (HEO) Civil service list in rank order.
 1. A one (1) day vacancy, scheduled or unscheduled would be filled from the reporting headquarters and section in which the vacancy occurs
 2. Vacancies of two (2) to four (4) days, scheduled or unscheduled, would be filled from within the reporting headquarters, without regard to section lines.
 3. Scheduled vacancies of five (5) days or longer will be filled from the existing civil service list without regard to reporting headquarters or section.
 4. If at any time during an unscheduled vacancy it is apparent that the absence will last more than a total of five (5) days, it shall be considered a scheduled vacancy

and any set-up resulting from that absence shall be offered to the first available person on the list, Division wide, after one (1) day preparation time.

- B. Rank order from the current HEO Civil Service list.
1. A one (1) day vacancy, scheduled or unscheduled would be filled from the reporting headquarters and section in which the vacancy occurs
 2. Vacancies of two (2) to four (4) days, scheduled or unscheduled, would be filled from within the reporting headquarters, without regard to section lines.
 3. Scheduled vacancies of five (5) days or longer will be filled from the existing civil service list without regard to reporting headquarters or section.
 4. If at any time during an unscheduled vacancy it is apparent that the absence will last more than a total of five (5) days, it shall be considered a scheduled vacancy and any set-up resulting from that absence shall be offered to the first available person on the list, Division wide, after one (1) day preparation time.

Set-ups to HEO and EO will be paid for actual hours worked.

D 1.5 – Overtime Assignment

All overtime shall be from an established seniority list within each section, on a voluntary basis, by classification. In the event volunteers are not available, the Department retains the right to assign employees from the overtime list, in inverse order of seniority.

On jobs which are immediately preceding or following the regular work day, the same crew shall be assigned the overtime on that particular job. When a crew member is not able to work overtime, the overtime shall be assigned by established seniority list, within the section, by reporting headquarters.

With the exception of the situation where jobs are immediately preceding or following the regular work day where the same crew will be assigned the overtime job, a temporarily set-up employee cannot be assigned scheduled overtime until all permanently classified bargaining unit employees are offered the overtime.

For purposes of this Addendum, scheduled overtime is defined as work that is scheduled prior to the end of the previous regular work day.

D 1.6 Water Reporting Sites

When it is feasible and efficient to locate material and equipment necessary to perform work at a job site for a period of time, crews may be assigned to report directly to the work site at the start of the shift rather than their normal reporting headquarters.

D 1.7 Fatigue Time

An employee who works at least eighteen (18) continuous hours and has less than six (6) hours before the start of their next regular scheduled shift may opt to report to work no later than four (4) hours into the next shift. The employee will be compensated at the straight-time rate for the first four (4) hours of their shift. An employee who has worked at least eighteen (18) continuous hours and works past the start of their regular scheduled shift will be compensated at the straight-time rate for four (4) hours after being relieved from duty by their supervisor. Should the employee choose to take the remaining balance of the shift off they must use accrued sick leave, vacation, PTO, or previously accrued compensatory time to cover that balance.

D 1.8 Vacated Permanent Open Position

Equipment/Heavy Equipment Operators will have the first opportunity to bid into vacated, permanent open positions by seniority and for which they are qualified. If a position remains open after the bid process, that position will be filled by the new hire.

D 1.9 Meal Breaks and Rest Periods

- A. It is expected that there will be restroom and hand wash services at the jobsite or nearby. When this is not the case, with management or supervisor approval, employees who need to leave the jobsite for lunch in order to locate restroom and hand wash services may combine their two fifteen (15) minute rest breaks with their thirty (30) minute lunch break.
- B. In addition to (A) above, with management or supervisor approval, which shall be on a day to day basis, employees may combine their two (2) fifteen (15) minute rest breaks with their thirty (30) minute lunch break as long as this does not result in operational inefficiency. The Union recognizes that the City may need to restrict or modify this practice based on operational needs.

ADDENDUM E – TACOMA POWER GROUNDS MAINTENANCE

This Addendum is supplemental to and is to be read in conjunction with the AGREEMENT to which it is attached, by and between the City and the Union. The purpose of this Addendum is to set forth the mutual understanding of the parties regarding working conditions specific to the bargaining unit members in the Tacoma Power Grounds Maintenance. In the event there is a conflict between specific provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail. This Addendum applies exclusively to the following classifications in Tacoma Power Grounds Maintenance:

- Grounds Maintenance Crew Leader
- Grounds Maintenance Worker
- Hydro Grounds Maintenance Worker
- Laborer

E 1.1 Hours of Work

Eight (8) Hour Day – Eight (8) hours exclusive of the lunch period shall constitute a day's work. Normal hours of work shall be between 7:00 a.m. and 5:00 p.m. An early start alternate schedule to avoid extreme heat may be temporarily established by mutual agreement between management and an employee, such that an employee will not receive less than their standard number of straight time hours in a work day.

E 1.2 Work Reporting Sites

When it is feasible and efficient to locate material and equipment necessary to perform work at a job site for a period of time, crews may be assigned to report directly to the work site at the start of the shift rather than their normal reporting headquarters.

E 1.3 Overtime Assignments

1. All overtime shall be from an established seniority list within each section, on a voluntary basis. In the event qualified volunteers are not available, Management retains the right to assign qualified employees from the overtime list, in the inverse order of seniority.
2. On jobs which are immediately preceding or following the regular work day, the same crew shall be assigned the overtime on that particular job.
3. With the exception of the situation where jobs are immediately preceding or following the regular work day where the same crew will be assigned the overtime on that particular job, a temporarily set-up employee cannot be assigned scheduled overtime until all permanently classified bargaining unit employees are offered the overtime.
4. For purposes of this Addendum, scheduled overtime is defined as work that is scheduled prior to the end of the previous regular work day. All other overtime is unscheduled.
5. Snow and/or Ice Emergency Event Overtime
During an emergency weather situation, shifts may be temporarily adjusted as described below in (a) through (d).
 - a. When all employees on a shift are notified later than the end of shift that they are needed to work overtime due to a snow and/or ice emergency event the following

day, employees who perform the overtime will be compensated at the appropriate overtime rate for all hours worked for the first shift on the following day.

- b. When all employees on a shift are notified by the end of shift that they are needed to work snow and/or ice emergency event overtime, and cancellation of this overtime occurs after the end of the previous day's shift, the employee will be paid at the appropriate overtime rate for the first two hours they work of their regular shift on the following day.
- c. When assigned, employees are expected to work their entire shift during emergencies up to twelve and one-half (12.5) hours.
- d. An employee is not obligated to work more than twelve and one-half (12.5) hours on any calendar day so long as the employee has performed twelve and one-half (12.5) hours of work on a snow and/or ice emergency event or a combination of a snow and/or ice emergency event and regular shift schedule on any calendar day.

E 1.4 Tacoma Power Ground Maintenance Equipment and Crew Leader Upgrades

- 1. In the event a temporary Crew Leader opening occurs for a period of three (3) days or less, the City may fill the temporary position by utilizing one of the other Crew Leaders to fill in for the absent Crew Leader. If a temporary opening occurs that is greater than three (3) days, the City will fill the Crew leader position with a Tacoma Power Grounds Maintenance Worker, with a valid CDL, based on classification seniority and the individual assigned will be upgraded to Crew Leader. Pay for work in the higher classification will be the step in the higher pay range that results in an increase of at least five percent (5%) over the employee's regular rate of pay, unless the higher pay range results in less than a five percent (5%) increase because salaries cannot be paid above the top step of the higher pay range.
- 2. The Parties agree that qualified Tacoma Power Ground Maintenance Workers will receive equivalent to the Equipment Operator rate of pay above their regular rate of pay while operating the following equipment: Tacoma Power computer-controlled spray truck; backhoe; large tractor mower; dump truck requiring a commercial driver's license, and skidsteer loader when operated around energized equipment.

E 1.5 Laborer Set-Ups

- 1. Laborers that management sets up to perform Hydro Utility Worker duties will be compensated at the 1st Year Hydro Utility Worker rate.
- 2. Set-ups are voluntary and will be based on management's determination of the employee's skills and abilities to perform the required duties of the task at hand. In the event management determines no volunteer has the appropriate skills and abilities to perform the required duties, management reserves the right to assign work as necessary.

LETTERS OF AGREEMENT INDEX

LETTERS OF AGREEMENT: The following constitutes all known and mutually agreed to letters of agreement (LOA, LOU) between the parties. In the event that prior letters of agreement come forth during the term of this agreement, the parties further agree to discuss issues that are brought forth and may enter into bargaining as required by law.

LOA/LOU
LOU - Grounds Maintenance Worker Upgrade – Cowlitz River Project, 05/99, Revised
LOU – Set-Ups for Grounds Maintenance Crew Leader, 02/2018
LOU – Solid Waste Worker Lead and Back-Up Lead Assignments, 09/2017
LOU – Settlement of Grievance Alleging Skimming (Forensic Supervisors), 08/2016
LOA – Take-Home Vehicle Pilot Project for Street Operations, 07/2016
LOA - Small Works Tree Pruning Contract, 05/2013
LOU - City Contracting of Board up Services on Private Property, 12/2013
LOU - Western Conference of Teamsters Pension Trust, 2/2013

**Letter of Understanding
By and Between
CITY OF TACOMA
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the International Brotherhood of Teamsters
Effective Date: February 28, 2018**

Subject: Set-Ups for Grounds Maintenance Crew Leader to Grounds Maintenance Supervisor – Power Shared Services Facilities, Tacoma Public Utilities

The City of Tacoma (City) and Teamsters Local Union 117 (Union) (collectively, the Parties) enter into this Letter of Understanding (LOU).

Based on business needs as described herein, Management may temporarily assign duties to employees in the Power Shared Services Facilities, Tacoma Public Utilities (PSSF-TPU) Grounds Maintenance Crew Leader (PSSF-TPU Crew Leader) classification that are outside of that classification and normally performed by the Grounds Maintenance Supervisor (Supervisor) classification (Supervisor Duties).

In such cases, the Parties agree that employees in the PSSF-TPU Crew Leader classification will be set-up in the following manner:

1. Management shall set-up PSSF-TPU Crew Leaders in order of classification seniority.
2. For purposes of this LOU, the Parties agree that the "TPU Grounds Maintenance Service Area" will be defined as the following: Pierce County; Thurston County; Lewis County; Mason County; and southern King County, meaning Federal Way, Auburn, Black Diamond, and south.
3. One of the following situations must exist in order for a PSSF-TPU Crew Leader to be compensated at the rate of the Supervisor classification:
 - a. A PSSF-TPU Crew Leader shall be set-up for the full time of the Supervisor's absence, when the Supervisor is working within the TPU Grounds Maintenance Service Area, and the Supervisor is absent from the work location for more than one day.
 - b. A PSSF-TPU Crew Leader shall be set-up when the Supervisor is absent from the work location and working outside of the TPU Grounds Maintenance Service Area, if the Supervisor is absent from the work location for four (4) or more hours in one day.
 - c. A PSSF-TPU Crew Leader shall be set-up when the Supervisor is absent and not working, if the Supervisor is absent for four (4) or more hours in one day.
4. The Parties agree that the set-up as outlined in this LOU is for actual hours worked by a PSSF-TPU Crew Leader in the Supervisor capacity for the regular scheduled hours worked by the Supervisor in a day, and not the regular scheduled hours worked by a Crew Leader in a day.

5. A PSSF-TPU Crew Leader in a set-up status will receive a rate of pay equivalent to the Step 1 Supervisor pay scale, or the next step equivalent that provides for at least a 5% increase for the Crew Leader for actual hours worked.
6. Set-up to the Supervisor position requires the fulfillment of duties as outlined in the Grounds Maintenance Supervisor classification.

This LOU applies only to classifications assigned to work at the Power Shared Services Facilities of Tacoma Public Utilities. Nothing in this LOU is intended to be used as a precedent for future contract negotiations or other similar matters. This LOU will expire with the adoption of a successor collective bargaining agreement.

**Original Signed By:
For Teamsters Local No. 117:**

John Searcy,
Secretary-Treasurer

For the City of Tacoma:

Bill Fosbre for Corey Moriyama,
Senior Labor Relations Manager

Chris Robinson,
Power Superintendent

Chris Robinson for Linda McRae,
Interim Utilities Director

Approved as to form:

Cheryl Comer,
Deputy City Attorney

**Letter of Understanding
By and Between
CITY OF TACOMA
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the International Brotherhood of Teamsters
(Representing General Unit)
Effective Date: September 6, 2017**

**Subject: Solid Waste Worker Lead and Back-Up Lead Assignments
Recycling Section, Solid Waste Management Division, Environmental Services**

Teamsters Local Union 117 (Union) and the City of Tacoma (City) (collectively, the Parties) enter into this Letter of Understanding (LOU).

Background and Purpose

Appendix A, Application of Rates, Paragraph K of the 2015-2018 collective bargaining agreement between the Parties (CBA) states: "A Solid Waste Worker when assigned as a lead worker shall receive an additional eight percent (8%)." The purpose of this LOU is to clarify the manner in which an employee in the Solid Waste Worker job classification (SWW) will be assigned as a SWW Lead and/or Back-Up Lead to assist the Recovery and Transfer Supervisor at the Recycle Center, Solid Waste Management Division, Environmental Services.

The Parties Agree as Follows:

Management will consider seniority, years of experience in a lead position, performance and customer service skills when assigning employees in the SWW classification as Lead and Back-Up Lead.

A SWW will be assigned as a primary Lead at the Recycle Center on a full-time basis and will be paid an additional eight percent (8%) of the base wage pursuant to Appendix A, Application of Rates, Paragraph K of the CBA ("Recycle Center Lead AOR").

A SWW will be assigned to be Back-Up Lead and will be paid the Recycle Center Lead AOR: (1) as of the first day the primary Lead is on scheduled leave away from the Recycle Center for five (5) days or more; and (2) as of the fourth day the primary Lead is on unscheduled leave. Additionally, a SWW who Management at any time assigns Lead duties will be paid the Recycle Center Lead AOR for a minimum of two (2) hours.

Nothing in this LOU is intended to be used as a precedent for future contract negotiations or other similar matters. This LOU will expire with the adoption of a successor collective bargaining agreement.

**Original Signed By:
For Teamsters Local No. 117:**

John Searcy
Secretary-Treasurer

For the City of Tacoma:

Gary Buchanan
Human Resources Director

Michael P. Slevin III, P.E.
Director, Environmental Services

Elizabeth Pauli
City Manager

Approved as to form:

Cheryl Comer
Deputy City Attorney

**Letter of Understanding
By and Between
CITY OF TACOMA
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the
International Brotherhood of Teamsters
(Representing General Unit)**

**Purpose: Settlement of grievance alleging skimming of Local 117 bargaining unit work
(Forensic Supervisors)**

This Letter of Understanding (LOU) made effective as of the date of signing, is entered into by and between Teamsters Local Union No. 117 (Union) and the City of Tacoma (the City), referred to herein collectively as "the Parties."

The grievance filed on April 15, 2015, alleging skimming of Local 117 bargaining unit photography work is hereby resolved by the parties agreeing to the following:

Forensic Supervisors outside of the bargaining unit may support, not supplant, Local 117 bargaining unit work.

This LOU does not establish a precedent for any future bargaining or grievance resolution regarding this or other matters which may be brought forth by the Parties.

ORIGINAL SIGNED BY:

For Teamsters Local No. 117:

John Searcy, Secretary-Treasurer – 3/31/16

Spencer Nathan Thal,
General Counsel – 3/28/16

Jeff Clark,
Business Representative – 4/1/16

For the City of Tacoma:

Joy M. St. Germain, HR Director – 7/26/16

Donald Ramsdell,
Police Chief – 8/1/2016

T.C. Broadnax, City Manager – 8/5/16

Approved as to form:
Elizabeth Pauli for Cheryl Comer,
Deputy City Attorney – 7/28/16

**Letter of Agreement
By and Between
CITY OF TACOMA
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the
International Brotherhood of Teamsters
(Representing General Unit)**

RE: Take-home Vehicle Pilot Project for Street Operations Standby Assignments

This Letter of Agreement (Agreement), made effective upon Council approval, is entered into by and between Teamsters Local Union No. 117 (Union) and the City of Tacoma (City), referred to herein collectively as the Parties.

The purpose of this Agreement is to review and evaluate the use and efficiency of a take-home vehicle (specifically, the "trouble truck") program for a trial period. This Agreement was reached through the spirit of cooperation and a desire to provide efficient services and responses to emergent situations within the City's jurisdiction. The purpose of a 'take-home' vehicle assignment in Street Operations is to decrease the response time required when employees are called to work as part of a standby assignment.

The Parties agree to the following terms and conditions:

When an employee is assigned a take-home vehicle as part of their standby assignment, they shall respond to the site of the incident (or Street Operations Maintenance Building if additional equipment/supplies are required) within 45 minutes of notification, with the understanding that at times there may be a reasonable delay to circumstances beyond the employee's immediate control.

Paid status for the employee begins when notified of a call out, and ends once the incident has been secured or responded to.

Employees shall be entitled to two hour minimum as outlined in the Tacoma Municipal Code (TMC). Compensation and Overtime shall be paid as per TMC 1.12 and the Teamsters Local Union No. 117 Collective Bargaining Agreement. Employees shall be on standby when transporting the vehicle home after their assigned shift or after responding to an incident.

Authorized personnel shall operate the take-home vehicle in a safe, courteous, and efficient manner and shall conform to all applicable state and local laws governing the operation of motor vehicles. Employees operating the take-home vehicle will be responsible for promptly paying traffic citations or infractions, towing charges, and other fines associated with their use of the vehicle; employees may be subject to progressive discipline including and up to termination for improper or unlawful uses of the vehicle.

Employees assigned take-home vehicle privileges are authorized to drive the vehicle to and from their residence. However, in accordance with IRS Publication 15B pertaining to the "Commuting Rule," no other personal use (other than de minimis personal use) is permitted. De minimis personal use is defined herein as incidental personal use, such as a stop for a personal errand on the way between a business delivery and the employee's home, which is not on a consistent or regular basis and which does not normally exceed 10 minutes.

Since standby is on a weekly rotation basis, each employee will only take home the vehicle when the employee is assigned to the standby shift.

Employees are responsible for safeguarding City-issued equipment associated with their assigned vehicle. This includes (but is not limited to) issued equipment which is normally left in the assigned vehicles. The

employee shall ensure that all equipment is safeguarded prior to parking/leaving the vehicle and the vehicle shall be locked at all times when not in service. The City will assume no responsibility for personal property stored or left in a City vehicle.

Employees on standby are responsible to ensure the City vehicle is returned to Street Operations by 7:30 AM every Monday, except for days in which Mondays fall on a City recognized holiday. In this case, the employee assigned to standby shall exchange the take home vehicle with the next employee assigned to standby. Employees on standby are responsible to make arrangements for transportation for private business during the week.

The City is not responsible for any damage to personal vehicles parked near or on City-owned property while the employee is assigned the take-home vehicle. Employees shall avoid situations that would give rise to legitimate complaints from neighbors, such as blocking streets, driveways, alleys, etc. Family members and non-City employees are not allowed in a City take-home vehicle.

Either party can terminate this LOA provided 30 days' written notice is provided. The Union waives its right to impact bargain the termination of the LOA. There is no presumption that this LOA will become part of any successor collective bargaining agreement. This LOA does not establish a precedent for any future bargaining regarding this or other matters which may be brought forth by both parties.

Original Signed By:

For Teamsters Local No. 117:

John Scearcy
Secretary-Treasurer

For the City of Tacoma:

Joy M. St. Germain
Human Resources Director

Kurtis D. Kingsolver, P.E.
Public Works Director/City Engineer

T.C. Broadnax
City Manager

Approved as to form:

Cheryl Comer
Deputy City Attorney

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

Subject: Implementation of Small Works Tree Pruning Contract

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

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

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

Original Signed By:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

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

T.C. Broadnax
City Manager

Approved as to form:
Cheryl Comer
Deputy City Attorney

LETTER OF UNDERSTANDING
By and Between
CITY OF TACOMA
And
TEAMSTERS LOCAL UNION NO.117
Affiliated with the International Brotherhood of Teamsters
(Representing General Unit)

Re: City Contracting of Board Up Services on Private Property

This Letter of Understanding entered into by and between the City of Tacoma ("City") and Teamsters Local No. 117 ("Union"). This Agreement shall apply to Teamsters Local Union No. 117 members employed at the Public Works department.

The parties agree as follows:

- The City of Tacoma is experiencing an ongoing financial crisis that has required City departments to focus their work on public property and the public right-of-way. The City has already eliminated positions that had duties to do board ups on private property (e.g., post-fires, nuisance/hazard abatement, police activities), to focus on core City services (with the exception of court ordered abatement activity), currently being performed by City employees (Teamsters 117 members on the abatement crew that is continuing to operate at this time).
- The City shall not allow any agency, private and/or public-private partnership to engage in board up activity on public property or within the public right-of-way.
- If in the event the fiscal situation of the City improves and the City wishes to reestablish board ups on private property by City employees, the City agrees that members of Teamsters Local 117 will perform the work previously done by the eliminated positions.

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.

ORIGINAL SIGNED BY:

FOR THE CITY:

Joy M. St. Germain, HR Director
12/11/2013
Kurtis D. Kingsolver, P.E.
Public Works Director/City Engineer

T.C. Broadnax, City Manager
12/13/13

FOR TEAMSTERS LOCAL UNION NO. 117:

Tracey A. Thompson, Secretary-Treasurer
12/4/13

**LETTER OF UNDERSTANDING
BY AND BETWEEN
CITY OF TACOMA
AND
TEAMSTERS LOCAL UNION NO. 117, IBT
(TACOMA GENERAL UNIT)**

Subject: Agreement regarding employee participation in the Western Conference of Teamsters Pension Trust

This agreement is between the City of Tacoma (City) and the Teamsters Local Union No. 117, IBT (Union) for the purpose of complying with the terms and conditions of the employee participation in the Western Conference of Teamsters Pension Trust during the 2019- 2022 collective bargaining agreement.

Background:

The 2011-2014 collective bargaining agreement (CBA) provided the opportunity for employee participation in the Western Conference of Teamsters Pension Trust ("WCTPT" or the "Trust") plan. Further, the CBA stated that prior to a membership vote, the City and Union would meet and bargain a WCTPT Participation Plan. The City and the Union met these obligations and a Memorandum of Agreement was agreed to by both parties and signed in February 2013.

During the bargaining process the City had expressed concerns about the establishment and administration of the WCTPT accounts, and a potential liability should the WCTPT plan fall into financial distress (including but not limited to receiving a designation of "endangered", "seriously endangered" or "critical" status and/or being subjected to a mandatory Rehabilitation Plan under the Pension Protection Act,) or otherwise subject the City to unintended consequences in the future, including financial or administrative obligations not anticipated by the parties herein.

This Letter of Understanding (LOU) extends the previous agreement, through the current 2019-2022 collective bargaining agreement, between the City and the Union.

Therefore:

The parties agree to the following terms and conditions to address the issues arising from (1) the administration of establishment of and participation in the WCTPT plan; and (2) protection for the City from any and all financial liability with regard to employee participation in such WCTPT plan(s).

Administrative

- a. Effective April 1, 2013 employees additionally agree to a wage reduction of twenty dollars (\$20.00) per pay period from the employee's gross wage amount up to a maximum of five hundred and twenty dollars (\$520.00) per year. This employee wage reduction shall be imposed regardless of the number of hours worked.

On a monthly basis, the City shall transmit the employee's wage reduction amounts to the WCTPT plan. The transmittal shall include contributions for all payroll period ending dates falling within the month reported.

- b. The intent of the parties is that this WCTPT plan does not include a supplemental PEER contribution provision.
- c. When an employee who is covered by the WCTPT plan is assigned to a permanent assignment outside of the bargaining unit, his/her employee wage reduction to the pension plan shall cease. The employee's wage reduction transmittal to the pension plan shall resume if the employee is restored to a position within the bargaining unit.
- d. When an employee who is covered by the WCTPT plan is assigned to a temporary assignment outside of the bargaining unit, his/her employee wage reduction amount transmitted to the pension plan shall continue at his/her current rate.
- e. When an employee, who is not covered by the WCTPT plan, is assigned a temporary assignment in the bargaining unit covered by the WCTPT plan, the employee shall not be eligible for employee wage reductions associated with the WCPT Plan. Employees who are currently participating in a WCPT plan and are assigned temporary assignment into this bargaining unit will continue participating at the same employee wage reduction rate as outlined in their primary collective bargaining agreement. If the employee eventually hires into the job as a permanent employee, he/she shall be eligible to make employee wage reductions on a prospective basis.
- f. When an employee is in OJI time-loss status, his/her employee wage reductions that are normally transmitted to the pension plan shall cease. The employee's wage reductions shall resume when the employee is converted from time-loss status to regular status.
- g. The parties intend for this agreement to clarify that there shall be no contribution to the Trust for cash outs of vacation, sick leave, PTO or floating holiday upon separation of employment. The parties do not intend to modify in any way their arrangements concerning eligibility for cash out of vacation, sick leave, PTO or other such benefits.

Trust Status

- h. Should the Trust be determined to be underfunded under the standards of the Pension Protection Act ("PPA") and notice is received by either the Union or the City that the plan is in "endangered" (known as the "yellow zone"), "seriously endangered" (orange) or "critical" (known as the "red zone") status, or should the Trust status be such that the City's obligations regarding the WCTPT plan (whether financial, administrative, or otherwise) are lawfully and mandatorily altered, the parties hereby agree to implement the following actions:



RESOLUTION NO. U-11122

1 A RESOLUTION relating to a Collective Bargaining Agreement and two Letter
2 of Agreements between the City of Tacoma and the Professional &
3 Technical Engineers, Local 17.

4 WHEREAS the City and Professional & Technical Engineers, Local 17
5 ("PTE"), have negotiated a proposed Collective Bargaining Agreement
6 ("Agreement"), and two Letters of Agreement ("LOA"), and

7 WHEREAS the Agreement and the LOAs cover approximately 268 full-
8 time equivalent employees ("FTE") with 90 FTEs located at Tacoma Public
9 Utilities, and

10 WHEREAS the Agreement is for a four-year term to include the years
11 2019, 2020, 2021, and 2022, and

12 WHEREAS the Agreement provides for a wage increase each year as
13 follows:
14

- 15 1) Retroactive to January 1, 2019, employees will receive a general
16 wage increase of three percent (3%);
- 17 2) Effective January 1, 2019, wage adjustments will be provided for 16
18 classifications due to market, compression and/or parity issues;
- 19 3) Effective January 1, 2020, wages will increase by three percent
20 (3%);
- 21 4) Effective January 1, 2021, wages will increase by 2.5 percent
22 (2.5%); and
- 23 5) Effective January 1, 2022, wages will increase by 2.25 percent
24 (2.25%), and
25



1 WHEREAS other significant changes to the Agreement include:

- 2 1) Modifications to Article 5 – Grievance Procedure to clarify process
3 and provide more time to consider whether to arbitrate a grievance.
4
5 2) Retitling the classification of Utility Services Representative I (CSC
6 0613) to Utility Services Representative;
7
8 3) Retitling the classification of Utility Services Representative II to
9 Utility Services Supervisor;
10
11 4) Adding a new classification of Utility Services Representative,
12 Senior (CSC 0608), with a pay range between Utility Services
13 Representative and Utility Services Supervisor, to provide for a
14 better path for promotion of qualified employees;
15
16 5) Align base wages for the Engineering Construction Coordinator
17 with those of the Associate Construction Manager classification,
18 due to their similar requirements, which provides an adjustment of
19 1.73 percent;
20
21 6) A Letter of Agreement (LOA) to create applications of rate for
22 employees in the classifications of Inspector, Senior Inspector and
23 Code Inspector Supervisor, to obtain International code Council
24 certifications in the Planning & Development and Neighborhood &
25 Community Service Departments;
26
27 7) A LOA regarding employees currently in the Collection Systems
28 Worker (CSC 5007) and Collection Systems Technician (CSC



1 5008) classifications in the Environmental Services Department, by
2 adding a Commercial Driver's License (CDL) requirement. Current
3 employees with a CDL will be eligible to advance the equivalent of
4 one pay step, and an employee who does not have a CDL will be
5 eligible for a step increase upon obtaining a CDL; and
6

7 8) Changes throughout the Agreement to provide for gender-neutral
8 language, and

9 WHEREAS it now appears it is in the best interest of the City that the
10 proposed Agreement and Letters of Agreement be approved; Now, therefore,
11 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

12 That the proposed Collective Bargaining Agreement and Letters of
13 Agreement between the City of Tacoma and the Professional & Technical
14 Employees, Local 17, is approved and the City Council of the City of Tacoma
15 is requested to concur in the approval and pass an implementing pay and
16 compensation ordinance, and authorize the proper officers of the City to
17 execute and implement the said Agreement and two Letters of Agreement
18 substantially in the form on file in the Office of the Clerk of the Board and as
19 to be approved by the City Attorney.
20

21 Approved as to form:

22 
23 _____
24 Deputy City Attorney

Chair

Secretary

25 _____
26 Clerk

Adopted _____

of November 13, 2019

REQUEST FOR RESOLUTION

Date November 1, 2019

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 and two Letters of Agreement negotiated between the City of Tacoma and the Professional & Technical Employees, Local 17.

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

This resolution recommends approval of the Collective Bargaining Agreement and two Letters of Agreement (LOA) negotiated with the Professional & Technical Employees, Local 17, on behalf of the employees represented by said Union.

The agreements are anticipated to be scheduled for consideration by the City Council as a Resolution on December 3, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of a Collective Bargaining Agreement and two Letters of Agreement negotiated with the City of Tacoma and the Professional & Technical Employees, Local 17, on behalf of those employees represented by said union.

4. Attachments:

- a. Collective Bargaining Agreement and Letters of Agreement
- b. Financial Impact Memorandum
- c. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:

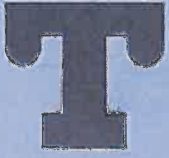
Requested by:

Approved:

Section Head

Human Resources Director

Director of Utilities



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

November 1, 2019

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 Collective Bargaining Agreement and two Letters of Agreement (LOA) negotiated between the City of Tacoma and the Professional and Technical Employees, PROTEC 17. The agreements are anticipated to be considered by the City Council as a resolution on December 3, 2019.

The collective bargaining agreement covers four years, and provides for a wage increase in each year of the agreement. Retroactive to January 1, 2019, employees will receive a general wage increase of 3 percent. Additionally, effective January 1, 2019, wage adjustments will be provided for 16 classifications due to market, compression and/or parity issues. Effective January 1, 2020, wages will increase by 3 percent; effective January 1, 2021, wages will increase by 2.5 percent; and effective January 1, 2022, wages will increase by 2.25 percent.

Other changes to the agreement include:

1. Modifications to Article 5 – Grievance Procedure to clarify process and provide more time to consider whether to arbitrate a grievance.
2. Retitling the classification of Utility Services Representative I (CSC 0613) to Utility Services Representative.
3. Retitling the classification of Utility Services Representative II (CSC 0614) to Utility Services Supervisor.
4. Adding a new classification of Utility Services Representative, Senior (CSC 0608) with a pay range between Utility Services Representative and Utility Services Supervisor, to provide for a better path for promotion of qualified employees.
5. Align base wages for the Engineering Construction Coordinator with those of the Associate Construction Manager classification, due to their similar requirements, which provides an adjustment of 1.73 percent.
6. A Letter of Agreement (LOA) to create applications of rate for employees in the classifications of Inspector, Senior Inspector and Code Inspector Supervisor to obtain International Code Council certifications in the Planning & Development and Neighborhood & Community Services Departments.
7. A LOA regarding employees currently in the Collection Systems Worker (CSC 5007) and Collection Systems Technician (CSC 5008) classifications in the Environmental Services Department, by adding a Commercial Driver's License (CDL) requirement. Current employees with a CDL will be eligible to advance the equivalent of one pay step, and an employee who does not have a CDL will be eligible for a step increase upon obtaining a CDL.
8. Changes throughout the agreement to provide for gender-neutral language.

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

Very truly yours,

Jackie Flowers
Director of Utilities/CEO





To: Jude Kelley, Labor Negotiator
From: Katie Johnston, Budget Officer *KJ*
Date: November 5, 2019
Subject: Fiscal Impact of Professional & Technical Employees Local 17 Wage Increases for 2019-2022

Overview

The following provides an estimate fiscal impact of the successor collective bargaining agreement between the City of Tacoma and Professional & Technical Employees Local 17 for the years 2019-2022.

Financial Impact

1. Effective January 1, 2019, base wage rates will be increased by three percent (3%).
 - A. Employees in the following classifications will receive an additional five percent (5%), for a total of eight percent (8%):
 - i. Sewer Transmission Maintenance Supervisor
 - ii. Solid Waste Route Supervisor
 - B. Employees in the following classifications will receive an additional four percent (4%), for a total of seven percent (7%):
 - iii. Parking Enforcement Officer
 - iv. Parking Enforcement Officer, Lead
 - v. Parking Enforcement Officer, Supervisor
 - vi. Road Use Compliance Supervisor
 - vii. Road Use Compliance Officer
 - viii. Source Control Representative
 - ix. Source Control Representative, Senior
 - C. Employees in the following classifications will receive an additional three percent (3%), for a total of six percent (6%):
 - x. Painter Crew Leader
 - xi. Carpenter Crew Leader
 - xii. Survey Technician II
 - D. Employees in the following classifications will receive an additional two percent (2%), for a total of five percent (5%):
 - xiii. Animal Control & Compliance Supervisor
 - xiv. Collection Systems Technician
 - xv. Collection Systems Worker
2. Effective January 1, 2020, all base wage rates will be increased by three percent (3%).
3. Effective January 1, 2021, all base wage rates will be increased by two and one-half percent (2.5%).
4. Effective January 1, 2022, all base wage rates will be increased by two and one-quarter percent (2.25%).



Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
General Fund	14.8	\$45,100	\$88,600	\$128,200	\$163,800
General Fund Supported	16.4	61,400	103,700	159,100	201,000
Environmental Services	85.0	392,000	516,100	884,600	1,095,300
All Other General Government	61.8	203,000	342,100	526,000	664,300
Tacoma Public Utilities	90.0	258,300	518,000	744,200	952,500
Total	268.0	\$959,800	\$1,568,500	\$2,442,100	\$3,076,900

5. Effective the first pay period after City Council approval of this agreement, the Collection Systems Worker and Collections Systems Technician Classifications will have their bottom step removed and a new top step added, 5% above the previous top step. This new top step will only be attainable if incumbents possess a Commercial Driver's License (CDL). Current employees will be placed in the new wage scales based on hire date and whether or not they possess a CDL.

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
Environmental Services	4.0	\$14,600	\$15,200	\$15,600	\$15,900



6. Effective the first pay period after City Council approval of this Agreement, the base wages for the Engineering Construction Coordinator classification shall be aligned with the base wages for the Associate Construction Manager classification.

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
All Other General Government	1.0	\$1,900	\$1,900	\$2,000	\$2,000
Tacoma Public Utilities	3.0	6,700	6,900	7,100	7,300
Total	4.0	\$8,600	\$8,800	\$9,100	\$9,300

7. Effective the first pay period after City Council approval of this Agreement, the base wages for the new Utility Services Representative, Senior will be set in parity with the Permit Specialist, Senior base wage rates.

There is no immediate fiscal impact as there are no current employees in this new classification.

8. Effective the first pay period after City Council approval of this Agreement, the three percent (3%) application of rate for a Carpenter Crew Leader required by their supervisor to work in hard core underground, with a two (2) hour minimum, is deleted.

There is no immediate fiscal impact as this application of rate has not been recently used.



9. Following City Council approval, the Inspector, Senior Inspector, Code Inspector, and Code Inspector Supervisor classifications in Neighborhood and Community Services and Planning and Development Services will be eligible for various pay increases after attaining and maintaining specific job-related professional certifications. The table below shows the fiscal impact if all budgeted FTEs attain all certifications which result in additional compensation being owed. Currently, only five employees have earned certifications required for various levels of additional compensation.

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
General Fund	8.0	\$37,500	\$39,000	\$40,000	\$40,900
All Other General Government	9.0	52,300	54,500	55,800	57,100
Total	17.0	\$89,800	\$93,500	\$95,800	\$98,000

10. The classifications of Carpenter Crew Lead, Collections Systems Technician, Collections Systems Worker, and Painter, Crew Lead are added as eligible for a \$300 per year taxable boot allowance. Employees hired after July 1st are eligible for only \$150.

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
Total	7.0	\$2,300	\$2,300	\$2,300	\$2,300

11. Forensic Services and Animal Control employees covered by this agreement will be eligible for four minimum hours of pay when called in from standby status or required to attend court hearings on scheduled days off. Employees will also be entitled to compensation when court appearances scheduled for days off are canceled after 6pm the night prior. Certain holidays will be paid at double time instead of time and a half.

The Police Department and Office of Management and Budget anticipate that this language will result in less than \$2,000 in incremental costs per year to support the three budgeted FTEs. Employees in these classifications rarely need to attend court on days off. The holiday double-time provision adds an additional holiday to the double-time eligibility list.



12. Forensic Services Supervisors and Animal Control Supervisors employed on the date of City Council approval will receive a taxable \$500 lump sum in the following pay period and the first pay period of each subsequent year of the agreement in recognition of their assistance with earning and maintaining the CALEA accreditation held by the Tacoma Police Department.

Fund/Department	FTE	2019 Negotiated Incremental Expense	2020 Negotiated Incremental Expense	2021 Negotiated Incremental Expense	2022 Negotiated Incremental Expense
Total	3.0	\$1,600	\$1,600	\$1,600	\$1,600

Funding for 2019-2020 and 2021-2022

The cost of the negotiated wage increase is partially budgeted in the Adopted 2019-2020 Budget and will be included in the 2021-2022 budget. Departments will be responsible for adhering to their overall level of appropriation.

CC: Karen Short, Senior Human Resources Analyst
Dylan Carlson, Lead Labor Negotiator
Sam Bencoter, Lead Management Analyst
Hayley Falk, Management Analyst

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

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PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17 (PROTEC17)

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2019 - 2022
AGREEMENT

By and Between

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

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City), and the PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17) (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

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

ARTICLE 1 - SUBORDINATION OF AGREEMENT

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

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

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

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

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

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

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

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

ARTICLE 3 - JOINT LABOR COMMITTEE

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

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to effect this end.

ARTICLE 4 - UNION MEMBERSHIP AND DUES DEDUCTION

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

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

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

ARTICLE 5 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

- Step 1 Within thirty (30) calendar days after an employee could have reasonably known of the occurrence giving rise to the grievance, the employee, and/or the Union representative and the supervisor shall meet to discuss the grievance. Otherwise, the right to file a grievance is forfeited. Within fourteen (14) calendar days thereafter the supervisor shall respond to the grievance.
- Step 2 Failing to resolve the grievance in the first step, the employee, or the Union representative shall, within fourteen (14) calendar days from the receipt of the immediate supervisor's response, reduce the matter to written form, stating all facts in detail, citing contract section or sections violated and a proposed remedy, and submit same to the appropriate manager with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, the manager shall provide

a written disposition to the Union representative and the employee with a copy to the City's Labor Relations Division.

- Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the manager's disposition, submit the grievance in writing to the head of the employee's department (General Government) or division (Utilities) with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, management shall respond in writing to the Union representative and employee with a copy to the City's Labor Relations Division.
- Step 4 Failing to resolve the grievance in the third step, the Union representative shall, within fourteen (14) calendar days of receipt of the Department Head's or Division Head's disposition, submit the grievance in writing to the Human Resources Director with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, the Human Resources Director shall respond in writing to the Union representative and employee with a copy to the City's Labor Relations Division.
- Step 5 Grievances that are subject to arbitration may be submitted to mediation by either party. Each party shall bear the expense of its own representation and all other expenses incidental to the mediation shall be divided equally. The party seeking mediation must give notice of its intention to mediate within twenty-one (21) calendar days of the Step 4 response.

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

- 5.8.1 In arbitration, it is understood that the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify this Agreement, and their power shall be limited to an interpretation or application of this Agreement.
- 5.8.2 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
- 5.8.3 If either party shall fail or refuse to meet to attempt to settle such grievance with the arbitrator at the time or times scheduled for the purpose of settling the grievance, such party shall be deemed to have recognized the merits of the other party's position and the grievance will be deemed to have been settled in favor of the non-defaulting party.

Section 5.9 Any and all grievances resolved by agreement of all parties at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union and employees represented by the Union and covered by this Agreement.

Section 5.10 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 5.11 It is understood that no disciplinary action by the City shall be considered cause for a grievance unless it is specifically alleged that such action represents an incorrect application of the terms of this Agreement. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the City or provided for by City Charter, ordinance, or law, including the procedure for appeals thereof. This clause shall not, however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit, in accordance with the terms of this Agreement.

ARTICLE 6 - WORK STOPPAGES

Section 6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: During the life of this Agreement, the Union shall not cause or condone any work stoppage, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the City.

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

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

ARTICLE 7 - MANAGEMENT RIGHTS

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

of the agency; provided however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules, and the terms of this Agreement.

ARTICLE 8 - UNION REPRESENTATION

Section 8.1 Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 8.2 The Union shall have the right to appoint up to twenty stewards at any location where members are employed under the terms of this Agreement. Stewards shall ensure that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours. The Union shall provide the City with a current list of all shop stewards.

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

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

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

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

ARTICLE 9 - SAFETY STANDARDS

Section 9.1 All work shall be done in a competent manner.

Section 9.2 The City and the Union mutually agree that those applicable safety standards as outlined in federal, state, city, and department regulations legally binding upon the City shall be complied with.

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

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

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

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

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

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

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

Section 9.6 - Parking Enforcement Clothing/Footwear Allowance

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

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

ARTICLE 10 - BENEFITS

Section 10.1 The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix C which shall independently expire with the expiration of the Joint Labor Agreement. Appendix C shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix C shall be “status quo” for the year following the expiration of the 2019 Joint Labor Agreement.

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

The information contained in the remainder of this Article is specific to this Agreement and is to be read in conjunction with Appendix C.

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

Section 10.2 - Personal Time Off (“PTO”)

- A. Planned PTO may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Planned PTO shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

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

Section 10.3 - Vacations.

- A. Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.
- B. Vacation requests shall be turned in prior to February 1 of each year. Assignments of vacation shall be based on seniority in each classification. All requests received after February 1 will be allowed as openings occur based on date and time of submittal (first come – first served).
- C. Should it be necessary for Management to cancel a previously scheduled vacation due to work load requirements, the employee's vacation will be given priority for rescheduling.

Section 10.4 - Holidays

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

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

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

ARTICLE 11 - WORKING CONDITIONS

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

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

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

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

Section 11.2

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

Section 11.3 - Meal Allowance

- A. Non-Scheduled Overtime Meal Allowance.

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

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

Section 11.4 – Reimbursement of Business Travel Expenses

- A. Reimbursement of business travel expenses shall be furnished to all employees in accordance with the City's "Travel Policy and Procedures." Rates will be adjusted in accordance with the changes to the City policy.

- B. In lieu of providing board and lodging, the City will provide sixty-five dollars (\$65.00) per day allowance to those employees so electing.

Section 11.5 - Call Back

A minimum of two (2) hours' compensation at the overtime rate shall be allowed for work outside the employee's assigned shift unless the employee reports for work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift.

Section 11.6 - Seniority and Setups

- A. A setup is defined as the filling of a temporary vacancy within the bargaining unit that is in a higher classification in the class series which receives a higher rate of pay. In order to be compensated at the rate of the higher classification, an employee temporarily reassigned to the higher classification shall meet the minimum qualifications of such classification and substantially assume the duties of such classification. The temporary assignment shall result in the relinquishing of the employee's regular duties to a substantial degree. An employee in a setup status will be placed at a pay step in the higher classification that is at least 5% above the employee's permanent classification, if such a pay step exists.
- B. In the filling of temporary vacancies, the City need not setup an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments.
- C. Emergency vacancies may be filled to meet the City's immediate needs. For purposes of this section, emergencies will be defined as vacancies that occur with less than thirty (30) days' notice.
- D. A non-emergency vacancy shall be filled from a layoff register or the existing Civil Service eligible list, provided the set up employee is in the same Section, Division or Department. If no layoff register or eligible list exists, such vacancy shall be filled on a seniority basis pursuant to subsection E below.
- E. Seniority is defined as the length of aggregate service by an employee for the City of Tacoma. The length of continuous service by classification by Department/Divisions shall establish seniority for setups.
- F. The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Tacoma Municipal Code.

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

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

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

An employee assigned to work the swing shift and who meets the defined criteria shall receive shift incentive pay, which is an application of rate of three percent (3%) above their regular rate

of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). Employees will receive shift differential only for actual hours worked on that shift. The City and the Union agree that an employee assigned to any shift that begins:

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

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

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

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

ARTICLE 12- FORENSIC SERVICES SECTION

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

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

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

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

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

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

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

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

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

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

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

Section 12.4 - Seniority

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

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

- A. Once approval for time-off has been received, a more senior employee cannot bump a less senior employee for the same time-off within fifteen (15) days of holiday, unscheduled vacation or compensatory approved time-off.
- B. Holidays and/or compensatory time may be taken with vacations if they do not conflict (overlap) with the scheduled vacation dates of other section personnel.

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

Section 12.6 - Hours of Work

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

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

Shifts are defined as follows:

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

Section 12.8. Forensic Service Supervisors who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, retroactive for 2019 and in the first pay period of each subsequent year of this contract, shall receive a lump sum payment in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

ARTICLE 13 – ANIMAL CONTROL SUPERVISOR SECTION

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

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

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

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

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

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

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

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

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

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

Section 13.3 – Court Appearances and Call-Outs Animal Control Compliance Officer Supervisors who appear in court or are called into work during off duty hours shall be compensated for a minimum of four (4) hours at the time and one-half (1½) rate or equivalent

compensatory time. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds four (4) hours and it is not on the employee's second (2nd) day off, the hours in excess of four (4) will be paid at the time and one-half (1½) rate. All hours in excess of three (3) that occur during the employee's second day off will be paid at the double time (2x) rate. Shifts may be adjusted by one hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of twenty-four (24) hours.

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

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

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

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

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

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

ARTICLE 14 - NON-DISCRIMINATION

- A. Pursuant to RCW 41.56 there shall be no discrimination against Union members or Union officers.
- B. The employer and the Union agree that there shall be no discrimination based on applicable federal, state, or local statutes, ordinances, rules or regulations. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.
- C. It is mutually agreed that there shall be no unlawful harassment, including sexual harassment.
- D. Employees who feel they have been discriminated against or unlawfully harassed shall be encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Officer. Nothing in this section shall prohibit employees from seeking relief through other channels.

ARTICLE 15 - DISCIPLINE

Section 15.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and the employee's prior record of discipline. The parties agree that the underlying assumption of discipline is to be corrective and progressive in nature.

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

Section 15.3 The Employer agrees to notify the Union in writing, which may be by e-mail, as soon as practicable that an employee may be subject to dismissal, suspension or a reduction in rank or pay.

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

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

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

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

Section 15.8 Disciplinary material shall be maintained in the official Human Resources personnel file. No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee. Letters of reprimand shall not be subject to the grievance procedure. A discipline of less than a one-day suspension, at the end of a three-year period, shall not be used as the basis for progressive discipline and upon the employee's written request to the Human Resources Director shall be removed from the employee's personnel file. If the discipline is used as the basis for progressive discipline within the three-year period, the three-year period begins with the subsequent discipline.

Section 15.9 A suspension in excess of two (2) days, a dismissal or a disciplinary reduction in rank or pay may be processed through all steps of the grievance procedure provided for in Article 5 of this Agreement. Suspensions of two (2) days or less are not subject to Step 5.8 of the grievance procedure, but may be processed through Section 5.7, Step 4, of Article 5 of the grievance procedure, for a final and binding decision. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under applicable Civil Service procedure.

ARTICLE 16 - SAVINGS CLAUSE

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

ARTICLE 17 - PAY RATES

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

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

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

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

- Wages for employees in the following classifications will receive an additional increase of five percent (5%), for a total of eight percent (8%):
 - Sewer Transmission Maintenance Supervisor

- Solid Waste Route Supervisor
- Wages for employees in the following classifications will receive an additional increase of four percent (4%), for a total of seven percent (7%):
 - Parking Enforcement Officer
 - Parking Enforcement Officer, Lead
 - Parking Enforcement Officer, Supervisor
 - Road Use Compliance Supervisor
 - Road Use Compliance Officer
 - Source Control Representative
 - Source Control Representative, Senior
- Wages for employees in the following classifications will receive an additional increase of three percent (3%), for a total of six percent (6%):
 - Painter Crew Leader
 - Carpenter Crew Leader
 - Survey Technician II
- Wages for employees in the following classifications will receive an additional increase of two percent (2%), for a total of five percent (5%):
 - Animal Control & Compliance Supervisor
 - Collection Systems Technician
 - Collection Systems Worker
- Collection Systems Worker and Collection Systems Technician Classifications.
 In accordance with the Letter of Understanding attached to this Agreement, titled Collections System Workers and Collection Systems Technicians Hired Prior to June 25, 2019, effective the first pay period after City Council approval of this Agreement:
 - The first step for each of these classifications shall be eliminated, and a new top Step 5 added. Steps shall be at five percent (5%) intervals.
 - Employees in these classifications hired prior to June 25, 2019:
 - With a CDL, shall advance one step, for example from the old Step 2 to the new Step 2; and
 - Without a CDL, shall be placed at the step equivalent to their current step, for example from the old Step 2 to the new Step 1.
 - A CDL is required for an employee to advance to the new Step 5.
- Engineering Construction Coordinator Classification.
 Effective the first pay period after City Council approval of this Agreement, the base wages for the Engineering Construction Coordinator classification shall be aligned with the base wages for the Associate Construction Manager classification.
- 2. Effective January 1, 2020, wage rates will be increased by three percent (3%) for all classifications.
- 3. Effective January 1, 2021, wage rates will be increased by two and half percent (2.5%) for all classifications.

4. Effective January 1, 2022, wage rates will be increased by two and one-quarter percent (2.25%) for all classifications.

ARTICLE 18 - SUBCONTRACTING

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

Prior to a final decision to contract/subcontract out bargaining unit work, and no less than fourteen (14) calendar days prior to advertising a contract/subcontract or issuing a Request for Proposals (RFP), the City shall notify the Union Representative in writing that it is considering contracting/subcontracting. Notification of intent to offer a contract/subcontract or issuing an RFP must be sent by fax or e-mail with an attached PDF file of the signed document.

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

ARTICLE 19 - LABOR MANAGEMENT COMMITTEE

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

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2019 to and including December 31, 2022, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement, and in no event later than ninety (90) days prior to the expiration of this Agreement.

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

CITY OF TACOMA

Professional and Technical Employees,
Local 17 (PROTEC17)

City Manager

Executive Director

Director of Utilities

Union Representative

Senior Labor Relations Manager

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX A

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

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

*Being negotiated at a separate table.

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

Longevity Pay

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

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

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

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

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

APPENDIX B

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

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

Continued on next page

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

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

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

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

Application of Additional Rates

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

Longevity Pay

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

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

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

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

Construction Inspector Career Ladder: A Construction Inspector may either be hired from an eligible list, or upon approval from the Civil Service Board, a non-competitive appointment may be made of Assistant Construction Inspectors who have five (5) years of experience as a City of Tacoma Assistant Construction Inspector and thirty (30) applicable education credits after hire

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

Application of Additional Rates

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

Memorandum of Understanding

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

APPENDIX C

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2019:

3.4 Payroll Deduction.

3.4.1 **Union Dues.** As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 **Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations.** The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

- 6.1 **Domestic Partners.** The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.
- 6.2 **Medical Insurance.** The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A of the Joint Labor Agreement.

- 6.2.1 Eligibility.** Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.
- 6.2.2 Default Options.** If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3 City Payment of Claims/Premiums.** Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4 Employee Contributions to Premiums.** Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5 Wellness Credit.** Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

- 6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
- 6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
- 6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam

employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

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

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

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

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

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

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.

6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the

operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

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

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23

Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

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

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

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

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

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.

6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

- 6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.
- 6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest \$1,000 of coverage.
- 6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
- 6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
- 6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:
- | | |
|--|--------------|
| From 5 through 9 years aggregate service | 1% per month |
| From 10 through 14 years aggregate service | 2% per month |
| From 15 through 19 years aggregate service | 3% per month |
| 20 years or more aggregate service | 4% per month |
- 6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.
- 6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.
- New Year's Day (January 1)
 Martin Luther King Day (third Monday in January)
 Presidents' Day (third Monday in February)
 Memorial Day (last Monday in May)
 Fourth of July
 Labor Day (first Monday in September)
 Veterans' Day (November 11)

Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

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

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

6.15 Wellness

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Original Signed By:

FOR THE UNION:

Roberta Burnett
Union Representative

Joseph L. McGee
Executive Director

FOR THE CITY:

Joy St. Germain
HR Director

William A. Gaines
Utilities Director/CEO

Rey Arellano
Interim City Manager

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

VEBA Participation
Originally Signed: January 1, 1998**

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

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

Signatories as attached to 2011-2014 Collective Bargaining Agreement:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

William A. Gaines
Utilities Director/CEO

Rey Arellano
Interim City Manager

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

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

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

Introduction

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

Stand-by Period

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

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

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

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

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

Stand-by Duty – Scheduling and Process

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

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

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

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

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

Stand-by Requirements and Procedures

Personnel on stand-by must remain fit for duty.

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

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

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

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

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

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

Phone Compensation

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

Safety Requirements

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

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

Signatories as attached to 2011-2014 Collective Bargaining Agreement:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

Richard E. McKinley
Public Works Director

Rey Arellano
Interim City Manager

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

Subject: Implementation of Small Works Tree Pruning Contract

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

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

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

Original Signed By:

FOR THE UNION:

Roberta Burnett
Union Representative

FOR THE CITY:

Joy St. Germain
HR Director

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

T.C. Broadnax
City Manager

Approved as to form:
Cheryl Comer
Deputy City Attorney

LOA #5 – Retirement of Classifications

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

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

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

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

The Parties agree to the following:

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

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

Original Signed By:

For the Union:

Adrienne Thompson
Senior Union Representative
Local 17 PTE

For City of Tacoma:

Joy St. Germain
Human Resources Director

William A. Gaines
Director of Utilities/CEO

**Letter of Agreement
Between
City of Tacoma
And
The Professional & Technical Employees, Local 17 (PROTEC17)**

**Re: Holiday Time Off for PROTEC17 Employees
in the Solid Waste Management Division of Environmental Services
Date: March 20, 2019**

This Letter of Agreement (LOA) is by and between the City of Tacoma (City) and the Professional & Technical Employees, Local 17 (PROTEC17) (collectively, the Parties).

The Parties agree that, for PROTEC17 employees in the Solid Waste Management Division of Environmental Services working schedules with days off outside of Saturday and Sunday, when an observed holiday falls on an employee's regularly scheduled day off, they may request management approval to use their eight (8) hours of holiday pay to take off the scheduled day of work immediately preceding the observed holiday or the next scheduled day of work following the observed holiday.

Nothing in this Letter of Agreement is intended to be used as a precedent for future contract negotiations or other similar matters. This Letter of Agreement will sunset with the expiration of the 2019-2022 bargaining agreement.

For PTE Local 17:

For the City of Tacoma:

Union Representative Date

Elizabeth Pauli Date
City Manager

Dylan Carlson Date
Senior Labor Relations Manager

Andy Cherullo Date
Director of Finance

Approved as to form:

Cheryl Comer Date
Deputy City Attorney
LOA #7 – Step Increases for Certain Workers

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

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

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

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

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

1. An employee who does not have a CDL as of the effective date of this LOA:
 - a. Will have until June 25, 2021, twenty-four months after the job classifications were revised, to obtain a CDL, with maintenance thereafter;
 - b. If the employee is unable to obtain a CDL in this time period, the Parties agree to meet and discuss next steps; and
 - c. Once an employee obtains their CDL, City policies and all applicable federal and state law requirements regarding employees with CDLs who drive a City of Tacoma vehicle will apply, including but not limited to alcohol and substance abuse testing requirements.
2. Effective the first pay period after ratification by the City Council of the 2019-2022 collective bargaining agreement, regarding the newly created Step Chart for their classification in which the first step is deleted and a new Step 5 is added:
 - a. An employee who has a CDL will advance one step, for example, from the old Step 2 to the new Step 2; and
 - b. An employee who does not have a CDL will be placed at the step equivalent to their step effective June 25, 2019, for example, from the old Step 2 to the new Step 1.
3. A CDL is required for an employee to advance to the new Step 5.

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

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

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

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

A. Planning and Development Services (PDS) Department

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

B. Neighborhood and Community Services (NCS) Department

1. An employee in the Inspector or Senior Inspector classification is eligible for the following:
 - a. A three percent (3%) application of rate when they have obtained all of the following:
 - i. Residential Building Inspector (B1); and
 - ii. Commercial Building Inspector (B2); and
 - iii. Property Maintenance and Housing Inspector (64)
 - b. A two percent (2%) application of rate when they have obtained all of the following:
 - i. Zoning Inspector (75); and
 - ii. Code Specialist (CS).
 - c. Employees who obtain all of the application of rates in both (a) and (b) above, will receive a total of a five percent (5%) application of rate.
 2. An employee in the Code Inspector Supervisor classification in the NCS Department is eligible for a three percent (3%) application of rate when they have obtained all of the following:
 - a. Property Maintenance and Housing Inspector (64); and
 - b. Zoning Inspector (75); and
 - c. Code Specialist (CS).
- C. With prior approval by the Department Director or their designee:
1. Employees may take an exam for a certification referenced in this LOA through Proctor Remote On-Line Testing at a City facility designated by management during regular work hours. No overtime or compensatory time will be incurred due to testing that occurs outside an employee's regular work hours.
 2. Employees in the Inspector, Senior Inspector, and Code Inspector Supervisor classifications shall receive a one-time reimbursement for testing fees for each successful completion of the listed exams for their respective Department. Employees shall provide proof of receipt of an ICC certification.
- D. Employees in the Inspector, Senior Inspector, and Code Inspector Supervisor classifications shall be reimbursed for the renewal of an ICC certification listed for their department that results from completing any of the exams, and the Department Director or designee may either provide continuing education units (CEUs) or reimburse employees for CEUs related to their certifications. It is the employee's responsibility to maintain their certifications in order to continue to receive the application of rate.
- E. Implementation of the application of rate will be effective the first pay period after the certifications required for the Department are completed and proof of certifications are provided by the employee to management.

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

November 13, 2019

MOTION

I hereby move that the following motion be approved:

19-08. That upon concurrence by the City Council, the Director of Utilities is hereby authorized to settle the claim of *U.S. Oil vs. City of Tacoma*, Pierce County Cause No. 18-2-07232-3, for tort liability and breach of contract, in the total amount of \$2,850,000.