2023 - 2025

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

TEAMSTERS LOCAL UNION NO. 117

GENERAL UNIT

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

THIS AGREEMENT is between the CITY 0F 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 will remain in full force and effect from January 1, 2023, to and including December 31, 2025, provided, however, that this Agreement will 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 will 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, unless the City and the Union agree to other meeting options.

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
53650	Animal Control & Compliance Officer
50160	Asphalt Plant Crew Leader
50150	Asphalt Plant Operator
52010	Carpenter
52100	Concrete Finisher Crew Leader
11010	Crime Analyst
11020	Crime Analyst, Senior
10990	Crime Program Technician
42100	Crime Scene Technician
50200	Equipment Operator
50210	Equipment Operator, Heavy
42080	Forensic Specialist
50410	Grounds Maintenance Crew Leader
50400	Grounds Maintenance Worker
50470	Hydro Grounds Maintenance Worker
50010	Laborer*
42120	Latent Print Examiner
52050	Painter, Industrial
00160	Police Administrative Support Specialist
06280	Refuse Scale Operator
06270	Solid Waste Worker
50250	Street Maintenance Crew Leader
50020	Street Maintenance Worker
05300	Tax & License Field Auditor
05310	Tax & License Field Auditor, Senior
05290	Tax & License Office Auditor
05250	Tax & License Compliance Officer
05270	Tax & License Compliance Officer, Lead
50230	Traffic Sign & Marking Specialist

*Laborer Classification. With respect to this Agreement, classification 50010-Laborer will 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 will prevail. When any provisions of this Agreement are in direct conflict with the Tacoma Municipal Code, this Agreement will 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 will 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 will prevail. If this Agreement is silent on a specific issue that is covered by the Tacoma Joint Labor Agreement, the Tacoma Joint Labor Agreement will 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 will independently expire with the expiration of the Joint Labor Agreement. Appendix B will 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 will 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 will 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 will 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 will keep their supervisors informed as to their progress and potential date of return to work. When an employee calls in sick, they will 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 related to a protected disability leave type (e.g., FMLA, PFML, etc.). When calling in sick, employees are not required to volunteer medical information to their direct supervisor, and the supervisor will not inquire to the specific type of illness.

Section 4.3 – Personal Time Off (PTO) – Personal Time Off (PTO) will 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 will 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 will be as provided in Section 1.12.250 B of the Tacoma Municipal Code.

Section 4.6 – Bereavement Leave – Bereavement Leave will 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 will normally have two (2) fifteen (15) minute paid rest breaks. The first such break will 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 will be entitled to a thirty (30) minute unpaid meal period, which will be provided between the second (2^{nd}) and fifth (5^{th}) consecutive hours worked. If an employee's meal period is interrupted due to performing a work related task, the employee will 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 will 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 will 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 (1) 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 will have a one-half (1/2) hour paid lunch break.

Field employees will 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 will 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 will be eligible for a meal allowance of eighteen dollars ($18.00), or the rate specified in the Tacoma Joint Labor Agreement, whichever is greater.

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 workday prior to the scheduled overtime.

Section 6.2 – Board and lodging will 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 pay of each employee, who has so authorized it, Union initiation fees, monthly dues, and assessments as certified by the secretary of the Union. The City will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee's authorization from the Union, the City will deduct from the employee's pay membership dues and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted will be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing the deduction(s). The Union will provide the City with at least one full pay period notice of any change in the amount of Union initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to the Union in error on account of the provisions of this Section upon presentation of proper evidence thereof. There will be no retroactive deduction of Union initiation fees, monthly dues, or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union initiation fees, monthly dues, or assessments, the City will forward the request to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

Section 7.2 – The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

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 will 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 will 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 will 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, will 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 will make a good faith effort to inform the employee of this right and will, upon request by the employee, provide Union representation; however, the City's effort will not be considered a required process step and will not be subject to the grievance process. An employee who waives this right will 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 will 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 will 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 will 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, will 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 will 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 will have the opportunity to place a rebuttal statement in the personnel file, which will be signed by the employee. However, written reprimands will not be subject to the grievance procedure, but will be subject to arbitration review if used in support of a suspension, demotion, or dismissal.

The City may elect to coach employees utilizing non-disciplinary Records of Conversation ("ROC"). An employee who disagrees with the content of any ROC added to the personnel file, or any other location ROC are stored, will have the opportunity to place a rebuttal statement in the same file, which will be signed by the employee. ROC are not subject to the grievance procedure, but will 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 will 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 will 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 timeframe. 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 will 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 will be deemed to exist.

Section 9.2 – Any employee having a complaint is encouraged to first take up the matter with their immediate supervisor. A complaint alleging discrimination by the employee's immediate supervisor may be initiated at Step 2 of the procedure outlined below.

Any resolution at this level will be non-precedent setting. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint will be processed as follows:

Step 1 The employee and/or their Union representative will, 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 will 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 will, 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 will 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 will, 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 will be first considered at this step. This meeting between the Union and Human Resources Director or their designee will be scheduled at a mutually agreeable time, which time will 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 will 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 will be final and binding on the City, the Union and employees represented by the Union and covered by this Contract.

Section 9.4 – Grievances will 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 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 will 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 will be requested from the Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS). Both parties will each strike a name until one (1) arbitrator is selected. The first strike will be made by the party requesting arbitration. Should the parties fail to arrive at the selection of an arbitrator, PERC will be asked to appoint one. Any decision by the arbitrator will be final and binding upon both parties. Each party will 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 will be divided equally. The arbitrator will 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 will be limited to an interpretation or application of this Agreement.

Section 9.6 – It is understood that there will 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 will 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 will be subject to such disciplinary action as may be appropriately determined by the City.

Section 10.2 – It will 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 will 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) will 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 will confine their activities during such investigations to matters relating to this Agreement. City work hours will 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 will 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 will 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 will be confined to official business of the unit that is non-inflammatory nature. The Union will remove all dated materials.

ARTICLE 13 – SAFETY STANDARDS

All work will 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 will be strictly complied with and enforced. Safety standards developed which are peculiar to employees represented by the Union will be incorporated herein by reference.

Union stewards and/or Union Representatives may attend all safety committees and act as ex-officio members of those committees. When acting in such capacity they will 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, gender identity, gender expression, veteran's status, disability, or national origin. This provision will 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 will be subject to disciplinary action. Both the City and the Union will make every effort to ensure 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 workplace.

ARTICLE 16 – NONSTANDARD WORKING CONDITIONS

Section 16.1 – Union Activities – A member of the Union acting in any official capacity whatsoever will 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 (10) day notice, or at any time by mutual agreement of the employee and the supervisor. Implementation of alternate work schedules will comply with the provisions of the Fair Labor Standards Act.

B. Pursuant to Policy 3.17 Manage a Telework Arrangement Policy , 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 will 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 four hundred dollars ($400.00) 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 will 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 will provide a reimbursement for safety boots of up to two hundred and seventy-five dollars ($275.00) 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 will remain at the work location, unless otherwise approved by management.

ARTICLE 17 – OVERTIME

Section 17.1 – Employees will 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 will be provided the following remedy which will 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 will be the same duration for which the employee was by-passed. This assignment will 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 (3) 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 will 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 will be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

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

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

Section 18.1 – A Labor/Management Committee (LMC) will be maintained consisting of three (3) members of Labor, including the Union 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 will be advisory in nature. The Committee will be used to discuss and investigate issues of common concern but will 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 will be included in the discussion, and the Union Representative, or their designee, is the only person with authority to speak on behalf of the Union.

The Committee will 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 will 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 five thousand (5000) hours in a calendar year. Furthermore, should any concerns arise regarding a specific volunteer project

those concerns will 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 will 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 will 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 will be probationary for a period of nine (9) months after appointment. All other appointments will be probationary for a period of six (6) 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 will 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 19th DAY OF March, 2024.

City of Tacoma
A municipal corporation

DocuSigned by:
Elizabeth Pauli 03/07/2024
04DC6935E7E348B...
Elizabeth Pauli
City Manager

DocuSigned by:
03/07/2024
BD8D15E89A9447B...
Jackie Flowers
Utilities Director

DocuSigned by:
03/04/2024
78F2BEC71BA24ED...
Dylan Carlson
Labor Relations Division Manager

DocuSigned by:
Andy Cherullo 03/07/2024
1FAFA3DA59164E0...
Andy Cherullo
Finance Director

Approved as to form:

DocuSigned by:
Chris Bacha 03/04/2024
115CE15455AD46B...
Chris Bacha
Interim City Attorney

Attest:

DocuSigned by:
03/11/2024
31BC93AB5FF944B...
Nicole Emery
City Clerk

Teamsters Local Union No. 117

DocuSigned by:
Paul Dascher 03/01/2024
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Paul Dascher
Secretary-Treasurer

APPENDIX A

Teamsters Local Union No. 117
Effective January 1, 2023

WAGES

Effective January 1, 2023, wage rates for all classifications will be increased by two and one half percent (2.50%).

Effective January 1, 2024, wage rates for all classifications will be increased by two and three quarter percent (2.75%).

Effective January 1, 2025, wage rates for all classifications will be increased by two and three-quarter percent (2.75%).

MARKET BASED INCREASES

In addition to General Wage Increases described above, the following Market Based increases described below will be provided to job classifications on the dates specified.

CODE	JOB TITLE	2023	2024		2025
		Jan 1	Jan 1	July 1	July 1
53650	Animal Control & Compliance Officer	6.50%	3.50%	3.00%	1.50%
50160	Asphalt Plant Crew Leader	4.00%	1.50%	1.50%	1.00%
50150	Asphalt Plant Operator	4.00%	1.50%	1.50%	1.00%
52010	Carpenter	4.00%	1.00%	1.00%	0.50%
52100	Concrete Finisher Crew Leader	4.00%	1.50%	1.50%	1.00%
11010	Crime Analyst	4.00%	0.50%	1.00%	-
11020	Crime Analyst, Senior	4.00%	0.50%	1.00%	-
10990	Crime Program Technician	4.00%	0.50%	1.00%	-
42100	Crime Scene Technician	4.00%	2.00%	1.50%	3.50%
50200	Equipment Operator	4.00%	1.00%	1.00%	0.25%
50210	Equipment Operator, Heavy	4.00%	1.00%	1.00%	0.25%
42080	Forensic Specialist	3.00%	-	-	-
50410	Grounds Maintenance Crew Leader	4.00%	1.50%	1.50%	1.00%
50400	Grounds Maintenance Worker	4.00%	1.50%	1.50%	1.00%
50470	Hydro Grounds Maintenance Worker	4.00%	1.50%	1.50%	1.00%
50010	Laborer	3.00%	1.00%	-	0.50%
42120	Latent Print Examiner	3.00%	-	-	-
52050	Painter, Industrial	4.00%	1.25%	-	-
00160	Police Administrative Support Specialist	4.00%	1.00%	-	1.50%
06280	Refuse Scale Operator	4.00%	1.00%	1.00%	1.00%
06270	Solid Waste Worker	4.00%	1.00%	1.00%	1.00%
50250	Street Maintenance Crew Leader	4.00%	1.50%	1.50%	1.00%
50020	Street Maintenance Worker	4.00%	1.50%	1.50%	1.00%
05300	Tax & License Field Auditor	3.00%	0.25%	0.50%	0.50%
05310	Tax & License Field Auditor, Senior	3.00%	0.25%	0.50%	0.50%
05290	Tax & License Office Auditor	3.00%	0.25%	0.50%	0.50%
05250	Tax License Compliance Officer	3.00%	0.25%	0.50%	0.50%
05270	Tax & License Compliance Officer, Lead	3.00%	0.25%	0.50%	0.50%
50230	Traffic Sign & Marking Specialist	4.00%	1.50%	1.50%	1.00%

WAGE SCALES

Effective January 1, 2023								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
53650		Animal Control & Compliance Officer	29.63	31.11	32.67	34.30	36.02	
50160		Asphalt Plant Crew Leader	40.14	42.15	44.26			
50150		Asphalt Plant Operator	35.00	36.75	38.59			
52010		Carpenter	40.32					
52100		Concrete Finisher Crew Leader	40.16	42.17				
11010		Crime Analyst	35.63	37.41	39.28	41.24	43.30	45.46
11020		Crime Analyst, Senior	40.88	42.92	45.07	47.32	49.69	52.17
10990		Crime Program Technician	29.72	31.21	32.77	34.41	36.13	37.94
42100		Crime Scene Technician	33.53	35.21	36.97	38.82	40.76	
50200		Equipment Operator	36.90					
50210		Equipment Operator, Heavy	38.90	40.85				
42080		Forensic Specialist	36.52	38.35	40.27	42.28	44.39	
50410		Grounds Maintenance Crew Leader	36.43	38.25	40.16	42.17		
50400		Grounds Maintenance Worker	29.12	30.58	32.11	33.72		
50470		Hydro Grounds Maintenance Worker	29.12	30.58	32.11	33.72		
50010		Laborer	19.64	20.62	21.65			
42120		Latent Print Examiner	40.19	42.20	44.31	46.53	48.86	
52050		Painter, Industrial	31.88	33.47	35.14	36.90	38.75	
00160		Police Administrative Support Specialist	29.05	30.50	32.03	33.63	35.31	
06280		Refuse Scale Operator	30.79	32.33				
06270		Solid Waste Worker	25.15	26.41	27.73	29.12	30.58	
50250		Street Maintenance Crew Leader	36.43	38.25	40.16	42.17		
50020		Street Maintenance Worker	29.12	30.58	32.11	33.72		
05300		Tax & License Field Auditor	37.28	39.14	41.10	43.15	45.31	
05310		Tax & License Field Auditor, Senior	40.66	42.69	44.82	47.06	49.41	
05290		Tax & License Office Auditor	34.82	36.56	38.39	40.31	42.33	
05250		Tax License Compliance Officer	38.50	40.42	42.44	44.56	46.79	
05270		Tax License Compliance Officer, Lead	42.35	44.47	46.69	49.02	51.47	
50230		Traffic Sign & Marking Specialist	29.50	30.98	32.53	34.16	35.87	

Effective January 1, 2024								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
53650		Animal Control & Compliance Officer	31.51	33.08	34.74	36.48	38.31	
50160		Asphalt Plant Crew Leader	41.86	43.96	46.16			
50150		Asphalt Plant Operator	36.50	38.33	40.25			
52010		Carpenter	41.84					
52100		Concrete Finisher Crew Leader	41.88	43.98				
11010		Crime Analyst	36.79	38.63	40.56	42.59	44.71	46.94
11020		Crime Analyst, Senior	42.21	44.32	46.54	48.86	51.31	53.87

10990		Crime Program Technician	30.69	32.23	33.84	35.53	37.31	39.18
42100		Crime Scene Technician	35.14	36.90	38.75	40.69	42.72	
50200		Equipment Operator	38.29					
50210		Equipment Operator, Heavy	40.37	42.39				
42080		Forensic Specialist	37.52	39.40	41.38	43.44	45.61	
50410		Grounds Maintenance Crew Leader	37.99	39.89	41.88	43.98		
50400		Grounds Maintenance Worker	30.37	31.89	33.49	35.17		
50470		Hydro Grounds Maintenance Worker	30.37	31.89	33.49	35.17		
50010		Laborer	20.38	21.40	22.47			
42120		Latent Print Examiner	41.30	43.36	45.53	47.81	50.20	
52050		Painter, Industrial	33.17	34.82	36.56	38.39	40.31	
00160		Police Administrative Support Specialist	30.15	31.65	33.24	34.90	36.64	
06280		Refuse Scale Operator	31.95	33.55				
06270		Solid Waste Worker	26.10	27.41	28.78	30.22	31.74	
50250		Street Maintenance Crew Leader	37.99	39.89	41.88	43.98		
50020		Street Maintenance Worker	30.37	31.89	33.49	35.17		
05300		Tax & License Field Auditor	38.40	40.32	42.34	44.45	46.67	
05310		Tax & License Field Auditor, Senior	41.88	43.97	46.17	48.48	50.90	
05290		Tax & License Office Auditor	35.87	37.66	39.54	41.52	43.60	
05250		Tax License Compliance Officer	39.66	41.64	43.72	45.90	48.20	
05270		Tax License Compliance Officer, Lead	43.62	45.81	48.09	50.49	53.02	
50230		Traffic Sign & Marking Specialist	30.77	32.31	33.93	35.63	37.41	

Effective July 1, 2024								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
53650		Animal Control & Compliance Officer	32.46	34.07	35.78	37.57	39.46	
50160		Asphalt Plant Crew Leader	42.49	44.62	46.85			
50150		Asphalt Plant Operator	37.05	38.90	40.85			
52010		Carpenter	42.26					
52100		Concrete Finisher Crew Leader	42.51	44.64				
11010		Crime Analyst	37.16	39.02	40.97	43.02	45.16	47.41
11020		Crime Analyst, Senior	42.63	44.76	47.01	49.35	51.82	54.41
10990		Crime Program Technician	31.00	32.55	34.18	35.89	37.68	39.57
42100		Crime Scene Technician	35.67	37.45	39.33	41.30	43.36	
50200		Equipment Operator	38.67					
50210		Equipment Operator, Heavy	40.77	42.81				
42080		Forensic Specialist	37.52	39.40	41.38	43.44	45.61	
50410		Grounds Maintenance Crew Leader	38.56	40.49	42.51	44.64		
50400		Grounds Maintenance Worker	30.83	32.37	33.99	35.70		
50470		Hydro Grounds Maintenance Worker	30.83	32.37	33.99	35.70		
50010		Laborer	20.38	21.40	22.47			
42120		Latent Print Examiner	41.30	43.36	45.53	47.81	50.20	
52050		Painter, Industrial	33.17	34.82	36.56	38.39	40.31	

00160		Police Administrative Support Specialist	30.15	31.65	33.24	34.90	36.64	
06280		Refuse Scale Operator	32.27	33.89				
06270		Solid Waste Worker	26.36	27.68	29.07	30.52	32.06	
50250		Street Maintenance Crew Leader	38.56	40.49	42.51	44.64		
50020		Street Maintenance Worker	30.83	32.37	33.99	35.70		
05300		Tax & License Field Auditor	38.59	40.52	42.55	44.67	46.90	
05310		Tax & License Field Auditor, Senior	42.09	44.19	46.40	48.72	51.15	
05290		Tax & License Office Auditor	36.05	37.85	39.74	41.73	43.82	
05250		Tax License Compliance Officer	39.86	41.85	43.94	46.13	48.44	
05270		Tax License Compliance Officer, Lead	43.84	46.04	48.33	50.74	53.29	
50230		Traffic Sign & Marking Specialist	31.23	32.79	34.44	36.16	37.97	

Effective January 1, 2025								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
53650		Animal Control & Compliance Officer	33.35	35.01	36.76	38.60	40.55	
50160		Asphalt Plant Crew Leader	43.66	45.85	48.14			
50150		Asphalt Plant Operator	38.07	39.97	41.97			
52010		Carpenter	43.42					
52100		Concrete Finisher Crew Leader	43.68	45.87				
11010		Crime Analyst	38.18	40.09	42.10	44.20	46.40	48.71
11020		Crime Analyst, Senior	43.80	45.99	48.30	50.71	53.25	55.91
10990		Crime Program Technician	31.85	33.45	35.12	36.88	38.72	40.66
42100		Crime Scene Technician	36.65	38.48	40.41	42.44	44.55	
50200		Equipment Operator	39.73					
50210		Equipment Operator, Heavy	41.89	43.99				
42080		Forensic Specialist	38.55	40.48	42.52	44.63	46.86	
50410		Grounds Maintenance Crew Leader	39.62	41.60	43.68	45.87		
50400		Grounds Maintenance Worker	31.68	33.26	34.92	36.68		
50470		Hydro Grounds Maintenance Worker	31.68	33.26	34.92	36.68		
50010		Laborer	20.94	21.99	23.09			
42120		Latent Print Examiner	42.44	44.55	46.78	49.12	51.58	
52050		Painter, Industrial	34.08	35.78	37.57	39.45	41.42	
00160		Police Administrative Support Specialist	30.98	32.52	34.15	35.86	37.65	
06280		Refuse Scale Operator	33.16	34.82				
06270		Solid Waste Worker	27.08	28.44	29.87	31.36	32.94	
50250		Street Maintenance Crew Leader	39.62	41.60	43.68	45.87		
50020		Street Maintenance Worker	31.68	33.26	34.92	36.68		
05300		Tax & License Field Auditor	39.65	41.63	43.72	45.90	48.19	
05310		Tax & License Field Auditor, Senior	43.25	45.41	47.68	50.06	52.56	
05290		Tax & License Office Auditor	37.04	38.89	40.83	42.88	45.03	
05250		Tax License Compliance Officer	40.96	43.00	45.15	47.40	49.77	
05270		Tax License Compliance Officer, Lead	45.05	47.31	49.66	52.14	54.76	
50230		Traffic Sign & Marking Specialist	32.09	33.69	35.39	37.15	39.01	

Effective July 1, 2025								
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**	**6**
53650		Animal Control & Compliance Officer	33.85	35.54	37.31	39.18	41.16	
50160		Asphalt Plant Crew Leader	44.10	46.31	48.62			
50150		Asphalt Plant Operator	38.45	40.37	42.39			
52010		Carpenter	43.64					
52100		Concrete Finisher Crew Leader	44.12	46.33				
11010		Crime Analyst	38.18	40.09	42.10	44.20	46.40	48.71
11020		Crime Analyst, Senior	43.80	45.99	48.30	50.71	53.25	55.91
10990		Crime Program Technician	31.85	33.45	35.12	36.88	38.72	40.66
42100		Crime Scene Technician	37.93	39.83	41.82	43.93	46.11	
50200		Equipment Operator	39.83					
50210		Equipment Operator, Heavy	41.99	44.10				
42080		Forensic Specialist	38.55	40.48	42.52	44.63	46.86	
50410		Grounds Maintenance Crew Leader	40.02	42.02	44.12	46.33		
50400		Grounds Maintenance Worker	32.00	33.59	35.27	37.05		
50470		Hydro Grounds Maintenance Worker	32.00	33.59	35.27	37.05		
50010		Laborer	21.04	22.10	23.21			
42120		Latent Print Examiner	42.44	44.55	46.78	49.12	51.58	
52050		Painter, Industrial	34.08	35.78	37.57	39.45	41.42	
00160		Police Administrative Support Specialist	31.44	33.01	34.66	36.40	38.21	
06280		Refuse Scale Operator	33.49	35.17				
06270		Solid Waste Worker	27.35	28.72	30.17	31.67	33.27	
50250		Street Maintenance Crew Leader	40.02	42.02	44.12	46.33		
50020		Street Maintenance Worker	32.00	33.59	35.27	37.05		
05300		Tax & License Field Auditor	39.85	41.84	43.94	46.13	48.43	
05310		Tax & License Field Auditor, Senior	43.47	45.64	47.92	50.31	52.82	
05290		Tax & License Office Auditor	37.23	39.08	41.03	43.09	45.26	
05250		Tax License Compliance Officer	41.16	43.22	45.38	47.64	50.02	
05270		Tax License Compliance Officer, Lead	45.28	47.55	49.91	52.40	55.03	
50230		Traffic Sign & Marking Specialist	32.41	34.03	35.74	37.52	39.40	

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 (1) 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 will 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 will 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, will be compensated at the stand-by rate prescribed in the applicable Tacoma Joint Labor Agreement or three dollars ($3.00) per hour in a stand-by status, whichever is greater. 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 will 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 will receive five percent (5%) over base wage.

C. A Heavy Equipment Operator scheduled at the Recovery and Transfer Center will 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 will 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 will 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 one thousand (1,000) temporary upgrade hours since January 1, 1994 as a Heavy Equipment Operator (HEO) will progress to Step 2. Equipment Operators and Street Maintenance Workers appointed to HEO who have greater than one thousand (1,000) hours of temporary set up time as HEO will 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 one thousand (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 will 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, will 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 Police Administrative Support Specialist, Latent Print Examiner, 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 Police Administrative Support Specialist, Latent Print Examiner, 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, will receive an annual lump sum payment in the amount of five hundred dollars ($500) in the first pay period of each year 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 2023-2024.

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 receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums.

Employees selecting employee-only coverage will contribute $50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $100 per month towards the premium costs of medical insurance.

In addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week 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. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

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.

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

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. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for 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). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

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 (30) 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 they were 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 their 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)
Juneteenth (June 19)
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 <u>Wellness</u>

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.

c. Review experience reports.

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed 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 Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Meal allowances shall be eighteen dollars ($18) per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

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 will prevail. This Addendum applies exclusively to the following classifications:

- Tax & License Compliance Officer
- Tax & License Compliance Officer, Lead
- 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 will 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 will 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 will become the sole responsibility of the employee.

6. Items provided by the City will be considered City-owned and are for use only during the course of City business. The employee will keep City-owned items secure.

7. Repair or replacement of worn out items will 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 will 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 will 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 will be by seniority unless it involves an assignment continuation.

General overtime opportunities outside a bureau will be announced by e-mail. Opportunities will 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 will 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, existing Police Administrative Support Specialists will be notified, and may submit a letter of interest and resume to the Police Chief of Staff or their designee for consideration before the job posting period, and/or apply for the position during the job posting period for consideration with all other applicants.

B 1.2 Police Administrative Support Specialist Shift Incentive Pay – An employee assigned to work the swing shift will receive an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift will 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 will have four (4) mandatory holidays: New Years' 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 seventy-two (72) hours (which includes two (2) floating holidays), which can be used in hourly increments with prior management approval. This will amount to a total of one hundred and four (104) 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) will 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 will 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 sixty-four (64) 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 one-hundred and four (104) hours of holiday pay per year.

Section B3 – FORENSIC SERVICES SECTION

B 3.1 – Holidays, Court Overtime, and Call Outs – The following sections will 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 will be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday will 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 (1) of the non-premium holidays will be paid at the time and one-half (1½) rate.

Employees will 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)
- Juneteenth (June 19)
- 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 will 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 (1) hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of forty-eight (48) hours.

   Employees working an adjusted shift to accommodate a court appearance and/or other operational reasons, that exceeds one (1) hour before or after their regular shift, may request to leave after working the same duration as their normal shift. If such a request is approved by their supervisor, the employee will not be compelled to utilize paid time-off to complete their regular shift.

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 will be entitled to four (4) hours of overtime at the time and one-half (1½) rate. The Department will 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 will 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 will be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid a minimum of twelve (12) hours at the standby rate prescribed in the applicable Tacoma Joint Labor Agreement or three dollars ($3.00) per hour, whichever is greater. Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at the stand-by rate prescribed in the applicable Tacoma Joint Labor Agreement or three dollars ($3.00) per hour for all standby hours worked, whichever is greater. 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 will 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 will 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, will 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 (1) 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 will select shifts upon the basis of seniority. Shifts will 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 (1) 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 will 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 will 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 will 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 (1) choice selection being made at one (1) 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 sixty (60) 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.

C. Requests for time-off outside the bid window will be honored on a first come, first served basis, subject to the limitations outlined above. The City will respond to requests for time off within ten (10) working days.

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 will be a maximum of two hundred (200) hours of accrual of compensatory time. Management will 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 will be defined as a twenty-four (24) hour period following an employee's normal daily reporting time. The first day off will be defined as a twenty-four (24) hour period following five (5) consecutive duty days. The second day off will be defined as the next twenty-four (24) hour period following the first day off.

B. Scheduled Shift: A scheduled shift will 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 will 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 will not be considered an unscheduled shift.

B 3.8 – Shift Incentive Pay – An employee assigned to work the swing shift will receive an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift will 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 footwear, shirts, pants, and a jacket. Crime scene personnel are required to wear the provided uniforms, clothing, and/or Department logo apparel while on duty. In addition, permanent Forensic Department Employees will receive an annual cleaning allowance of five hundred dollars ($500.00) per year. The allowance will 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 will 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 (1) 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 will be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday will 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 (1) of the non-premium holidays will be paid at the time and one-half (1½) rate.

Employees will 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)
- Juneteenth (June 19)
- 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 will be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) hours will be paid a minimum of twelve (12) hours at the standby rate prescribed in the Tacoma Joint Labor Agreement, or three dollars ($3.00) per hour, whichever is greater. Employee scheduled for thirteen (13) or more consecutive hours of standby will be compensated at the stand-by rate prescribed in the applicable Tacoma Joint Labor Agreement, or three dollars ($3.00) per hour, whichever is greater for all standby hours worked. 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 will 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 (1) 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 will be entitled to four (4) hours of overtime at the time and one-half (1½) rate. The Department will 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 will 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 will receive an application of rate of three percent (3%) above their regular rate of pay. An employee assigned to work the graveyard shift will 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 and Cleaning Allowance – A single cleaning allowance of five hundred dollars ($500.00) per year will be paid to Animal Control Compliance Officers. The allowance will 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 will 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 will 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 will apply.

PREMIUM HOLIDAYS

An employee working on the actual hours of Thanksgiving Day or December 25th will 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 will 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, or days off, 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 will be entitled to a thirty (30) minute unpaid meal period, which will 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 will 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 (2^{nd}) and fifth (5^{th}) hours of work will be compensated one and one-half (1½) times their hourly rate for their missed meal period.

C 1.4 – Overtime Assignment – All overtime will 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 workday, the same crew will be assigned the overtime on that particular job.

With the exception of the situation where jobs are immediately preceding or following the regular workday 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, within section, are offered the overtime.

Scheduled overtime is defined as work that is scheduled prior to the end of the previous regular workday.

C 1.5 – Driver Overtime Call-Out in Snow and/or Ice Emergency Event – During a snow and/or ice emergency event, the City will 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 will 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 will 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 (1) 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 will 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 (1) 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 (1) of the Crew Leader positions by way of upgrade.

D. Sick leave call out by the Crew Leader will constitute a temporary vacancy beginning on the fourth (4^{th}) 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 (2) 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 (2) days, the assignment will 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 will 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 will 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 will 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 will be compensated at three percent (3%).

Shift duration is seven (7) days beginning on a Friday at noon. All assigned standby hours outside of normal modified swing work hours, including holidays, are compensated at the standby rate listed in Appendix A, IV. Stand-by Pay, or three dollars ($3.00) per hour, whichever is greater. Call outs are paid at the appropriate regular or overtime rate. Employee returns to normal work hours the following Friday at 7:30 am.

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 will also attend. Employees will voluntarily bid on trouble truck shifts based on seniority with the most senior volunteer writing their name in the week they choose and then the next senior employee choosing a week.

If following the bid, there are insufficient volunteers to cover all weeks, the Employer may fill such vacant weeks by assigning shifts in reverse seniority order using the Street Maintenance Worker eligibility list. Employees will 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.

While annual bid is on a voluntary basis, the City retains the right to assign staff to the trouble truck program/shift using the Street Maintenance Worker eligibility list for reason of operational need.

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 (2) employees must be submitted at least five (5) 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 (3) working days of submission. Seniority is not considered when staff is trading assignments. No employee may work more than four (4) 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 will 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 Fridays 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, will receive a minimum of two (2) 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 (2) 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
   3. Sanitation Group

Bidding and overtime assignments will be offered by seniority, by classification within the above Workgroups.

Division-wide Provisions

C 2.2 – Hours of Work – Employees in the SWM Division will have a standard work week of five (5) consecutive eight (8) hour days, or a supervisor approved flex 4/10 or 9/80 schedule, 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 offered by the Supervisor to other qualified and trained Solid Waste Workers by seniority within the Section. If an available shift is still not claimed within the Section, it 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 will 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 the vacated shift for the affected classification within the Division to be bid by seniority.

C 2.3 – Overtime Assignments

A. Definitions. Scheduled overtime is defined as work that is scheduled prior to the end of the previous workday. All other overtime is defined as unscheduled.

B. The parties agree to the following process in the SWM Division for overtime assignments. All overtime will 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 Section in which the overtime is available.
   6. 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 2.4 – SWM Meal & Rest Breaks

A. Combining Breaks and Lunch
   1. With prior approval of their supervisor, employees may combine their two (2) fifteen (15) 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 (1-1/2) 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 2.5 – 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 reimburse the cost of the CDL driving test if the employee passes the test. An employee will be allowed two (2) attempts. Exceptions may be agreed upon by the City and the Union for situations that are out of the employee's control.

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 has 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/or who are available for set-ups, including but not limited to alcohol and substance abuse testing requirements.

C 2.6 – SWM Division Holidays – Employees in the SWM Division working an approved flex 4/10 or 9/80 schedule will receive one-hundred and four (104) 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 2.7 – 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 (6) 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.

Section-specific Provisions

C 2.8 – 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. Movement of Employees Across Workgroups: Depending on availability of work and operational needs, employees may work outside their regularly assigned workgroup. The Workgroup(s) absorbing employees on a given day will be referred to as a "Merged Workgroup".

C. Merged Workgroup Seniority:
   I. When the Employer re-assigns employee(s) to a different workgroup per (B), seniority will be **dovetailed** within the merged workgroup before employees select assignments for the day.

II. When a bargaining unit employee voluntarily moves to a different work group, seniority will be **end-tailed** within the merged workgroup before employees select assignment for the day.

D. Solid Waste Workers will be paid at their Solid Waste Worker rate of pay when performing all assigned tasks within the Solid Waste Worker classification duties.

E. Temporary Laborers will not perform Collection Trucks Workgroup duties.

F. At the start of each workday, 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.

G. For training purposes and/or operational continuity, Solid Waste management may assign one (1) individual to a specific task for no longer than four (4) months. Seniority will be considered when making these assignments.

C 2.9 – 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 5, for set-ups described in Paragraphs B, C, and D below. Opportunities to train across workgroups within a section 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 assigned to work in the Onsite Operations Section, who are qualified and trained by seniority.

   3. Local 117 employees within the SWM Division, who are qualified and trained, by seniority.

   4. Any SWM Division employees who are not in the Local 117 bargaining unit, who are qualified and trained, by seniority.

   5. 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 will 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 will an employee assigned to set-up receive less than one (1) hour set-up pay per shift.

C 2.10 – Training – The City and the Union agree that a well-trained workforce is in the best interests of both parties. To that end, during the term of this Agreement, the Parties agree to meet and evaluate the current Solid Waste training procedures and practices, assess their effectiveness, and identify opportunities for improvements.

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 will 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) hours exclusive of the lunch period will constitute a day's work. Normal hours of work will be from 7:00 a.m. to 3:30 p.m. local time, allowing the thirty (30) minutes for lunch. For purposes of this Addendum, the normal workday will 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 will 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 will be considered a scheduled vacancy and any set-

up resulting from that absence will 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 will be considered a scheduled vacancy and any set-up resulting from that absence will 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 will 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 workday, the same crew will be assigned the overtime on that particular job. When a crew member is not able to work overtime, the overtime will 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 workday 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 workday.

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, or a cumulative total of ten (10) hours between adjacent regularly scheduled work shifts, 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, or a cumulative total of ten (10) hours between adjacent regularly scheduled work shifts, 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 (2) fifteen (15) minute rest breaks with their thirty (30) minute lunch break.

B. In addition to (A) above, with management or supervisor approval, which will 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.

D 1.10 Emergency Standby Assignments

The language in this section will become effective on January 1, 2026, or when the Parties mutually agree to its effectuation, whichever comes first.

An emergency standby schedule ("Standby") for Water Division Heavy Equipment Operators ("Water HEO") will be established and managed by Water Division Management ("Management") utilizing Water Division HEO's and EO's. Scheduling for such Standby will be compiled and published at least eight (8) weeks in advance, for a period of up to thirteen (13) consecutive weeks ("Standby Period"), and consecutive Standby Periods may be established with mutual agreement by the City and the Union. Standby Periods will be divided into weeks ("Standby Week"), and a Standby Week will normally commence on Friday at 3:30 p.m. and end on the following Friday at 7:00 a.m.

Emergency standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to work 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 will be for a minimum of twelve (12) hours. Standby assignments will be offered by seniority within the EO and HEO classification, and will be voluntary.

If there are an insufficient number of volunteers, the City may assign standby week(s), beginning with the first vacant standby week, to existing Water HEOs by inverse order of seniority.

For standby assignments scheduled for less than twelve (12) consecutive hours, twelve (12) hours of standby at the rate designated in Appendix A, IV – Stand-by Pay, will be paid.

Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at the standby rate designated in Appendix A, IV – Stand-by Pay for all standby hours, except that standby pay will cease when an employee is called out. When an employee is called out, a minimum of two (2) 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 two (2) 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.

The following process will be used when establishing Standby for Water HEOs.

1. A voluntary sign-up sheet for the number of Standby Weeks required by Management will be posted eight (8) weeks before the start of the Standby Period. During that eight (8) week period, the following process will be followed:

   I. Weeks 1 & 2 – the voluntary sign-up sheet will be posted for a minimum of two (2) weeks.
      - Water HEOs may sign-up for their preferred Standby Weeks.
        - If two or more Water HEOs request the same Standby Week, the most senior will have preference.

   II. Weeks 3 & 4 – If any remaining Standby Weeks have not been assigned due to insufficient Water HEO volunteers, a voluntary signup sheet for the unassigned Standby Weeks will be posted for a minimum of two (2) weeks for the following employee:
      - Water EOs on the List
        - If two or more Water EOs have volunteered for the same Standby Week, the Standby week will be assigned by highest ranked order on the List.
      - If no one has volunteered for a Standby Week, Management may assign Standby Week(s), beginning with the first vacant Standby Week, to existing Water HEOs by inverse order of seniority. (e.g.: If the Standby Period lasts for five weeks and there are no volunteers, the five least senior HEOs will be assigned to Standby.

   III. Week 5 – Successful volunteers (as described above), and any Water HEOs selected by inverse seniority, will be assigned Standby Weeks, and notified.

   It is the responsibility of the employee assigned to Standby to be available if called or to find an eligible replacement by the trade process below.

   Employees may trade Standby Week assignments once they are made provided Management is notified twenty-four (24) hours in advance of the Standby Week during which the trade will occur. The employee assigned to the Standby Week who desires to trade their assignment will give Management the following information twenty-four (24) hours in advance:

   - The standby day(s) in the Standby Week that a trade will occur.
   - The name of the qualified employee (Water HEO or Water EO) who will be taking the assignment during the Standby Week.
   - The employee accepting the Standby Week must also confirm their acceptance of the trade with Management twenty-four (24) hours prior before the trade occurs.

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 will 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 – A standard workday consists of eight (8) hours exclusive of the lunch period, between 7:00 a.m. and 5:00 p.m., Monday thru Friday. Alternate schedules, including flex-time schedules and early start times may be 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 workday.

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 will 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 workday, the same crew will be assigned the overtime on that particular job.

3. With the exception of the situation where jobs are immediately preceding or following the regular workday 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 workday. 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 (2) 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 (1) 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.

INDEX OF LETTERS OF AGREEMENT/UNDERSTANDING

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
LOU – Set-Ups for Grounds Maintenance Crew Leader, 02/2018, Revised
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
LOA – Pierce County Force Investigation Team – Forensic Services 10/2022, Revised

Letter of Understanding
By and Between
CITY OF TACOMA
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the International Brotherhood of Teamsters

Subject: Grounds Maintenance Worker Upgrade– Cowlitz River Project

City of Tacoma (City) and Teamsters Local Union 117 (Union) (collectively, the Parties) enter into this Letter of Understanding (LOU).

A Hydro Grounds Maintenance Worker assigned to the Cowlitz River Project will be set up to Grounds Maintenance Crew Leader when seasonal help is assigned to assist the Hydro Grounds Maintenance Worker.

The Hydro Grounds Maintenance Worker will be assigned by the Plant Manager of the project as the above conditions warrant.

This LOU applies only to classifications assigned to work at the Cowlitz River Project. 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 expiration of the 2019-2022 Collective Bargaining Agreement.

ORIGINAL SIGNED By:

For Teamsters Local No. 117:

John Scearcy, Secretary-Treasurer

For the City of Tacoma:

Jackie Flowers, TPU Director

Dylan Carlson, Sr. Labor Relations 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
Effective Date: February 28, 2018
Revised: January 1, 2023

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 will 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; Grays Harbor 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 will 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 will 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 will 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 Scearcy,
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 will 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:	**For the City of Tacoma:**
John Scearcy	Gary Buchanan
Secretary-Treasurer	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 Scearcy, 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 will 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 will be entitled to two hour minimum as outlined in the Tacoma Municipal Code (TMC). Compensation and Overtime will be paid as per TMC 1.12 and the Teamsters Local Union No. 117 Collective Bargaining Agreement. Employees will be on standby when transporting the vehicle home after their assigned shift or after responding to an incident.

Authorized personnel will operate the take-home vehicle in a safe, courteous, and efficient manner and will 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 will ensure that all equipment is safeguarded prior to parking/leaving the vehicle and the vehicle will 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 will 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 will 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 will 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 will 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 will be imposed regardless of the number of hours worked. On a monthly basis, the City will transmit the employee's wage reduction amounts to the WCTPT plan. The transmittal will 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 will cease. The employee's wage reduction transmittal to the pension plan will 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 will 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 will 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 will 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 will cease. The employee's wage reductions will resume when the employee is converted from time-loss status to regular status.

g. The parties intend for this agreement to clarify that there will 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:

- If during the term of this Agreement, any surcharge or excise tax is imposed on contributions to a plan(s), the employees' wage reduction specified in the LOU will immediately be increased by the equivalent amount.

- Likewise, if during the term of this Agreement, any increase in a pension contribution rate is required under a schedule adopted to comply with the PPA or any other law, or if at the Union's request such a schedule is adopted prior to the time it is required, the employee's wage reduction specified in this LOU will immediately be increased by the equivalent amount.

- When the Trust leaves "endangered", "seriously endangered" or "critical" status, or is otherwise relieved of the mandatory obligations imposed because of the Trust status, and City of Tacoma has satisfied all extraordinary obligations to the Trust, then employee's wage reduction will return to the prior arrangement between the parties as outlined in the administrative section set forth above in Section 2. a. through g.

Warranties:
Union warrants that it has provided this Letter of Understanding to the Trust. The Union warrants that the Trust has provided it with written assurances that the language contained in this agreement conforms to the rules of the Trust, specifically, but not limited to, the amount and mechanism for salary deferral.

Further:
This LOU will become effective upon its signing and remain in full force and effect until the conditions of this agreement are modified by the parties.

ORIGINAL SIGNED BY:

City of Tacoma,

Elizabeth Pauli, City Manager

Jackie Flowers, TPU Director

Dylan Carlson, Senior Labor Relations Manager

Approved as to form:

Cheryl Comer, Deputy City Attorney

Teamsters Local Union 117

John Scearcy, Secretary-Treasurer

Julie Yust, Union Representative

Letter of Agreement
By and Between

CITY OF TACOMA
And
TEAMSTERS LOCAL 117 - GENERAL UNIT

PIERCE COUNTY FORCE INVESTIGATION TEAM – FORENSIC SERVICES

Effective Date: October 21, 2022
Revised January 1**, 2024**

The City of Tacoma (the "City") and Teamsters Local 117 - General Unit (the "Union"), collectively (the "Parties") enter into this Letter of Agreement ("LOA").

I. Background:

A. The City and Union are parties to a Collective Bargaining Agreement ("CBA"), effective January 1, 2023, to December 31, 2025.

B. The Union represents non-supervisory Forensic Services employees of the Tacoma Police Department ("TPD"), including the classifications of Forensic Specialist (CSC 4208) and Crime Scene Technician (CSC 4210).

C. Washington State law (RCW 10.114.011) requires any use of deadly force involving a Police Officer to be investigated by an independent agency. The Pierce County Force Investigation Team ("PCFIT") was established to conduct these investigations in Pierce County and is comprised of teams of detectives, forensics, and public information officers from multiple law enforcement agencies. PCFIT operates under independent investigation processes set forth by WAC 139-12-030. In April 2021, the Washington State legislature agreed to create an Office of Independent Investigations that is expected to eventually take over this investigation work.

In the fall of 2020, the TPD and peer departments in Pierce County arranged to mutually take part in PCFIT. At that time, Management notified employees (including those in Forensics Services) that it was seeking interested employees to participate in the certification process created by WAC 139-12-030 to respond to PCFIT investigations.

Successful completion of the process (application and approval by a civilian panel) created by WAC 139-12-030 will result in PCFIT certification of a Crime Scene Technician or Forensic Specialist.

D. In early 2021, the Parties met to discuss the ongoing implementation of the PCFIT. On June 29, 2021, the Union sent the City a formal "Demand to Bargain" letter.

E. The Parties reached agreement to fully resolve this matter and satisfy the Union's "Demand to Bargain" the impacts of the implementation of PCFIT, as set forth in Section II.

II. Agreement

In consideration of A-E above, the Parties agree to the following terms and conditions:

1. Upon PCFIT certification during a calendar year, a Crime Scene Technician or Forensic Specialist who becomes PCFIT certified will receive a lump-sum payment of seven-hundred and fifty dollars ($750.00) for recognition of that certification (the "PCFIT Certification Payment"). At the start of a new calendar year, a PCFIT certified Crime Scene Technician or Forensic Specialist will receive another PCFIT Certification Payment of seven-hundred and fifty dollars ($750.00) if they have remained continuously certified from the previous calendar year's PCFIT Certification Payment.

2. PCFIT certified Crime Scene Technicians or Forensic Specialists will receive a five percent (5.0%) application of rate ("AOR"), for all hours assigned to and worked when performing a PCFIT investigation.

3. When certified Crime Scene Technicians or Forensic Specialists are not available, and the external PCFIT Commander has approved a waiver of PCFIT certification, a non-certified Crime Scene Technician or Forensic Specialist may be assigned to a PCFIT investigation and will receive a five percent (5.0%) AOR for the time spent working on the investigation.

TPD will encourage Crime Scene Technicians and Forensic Specialists to voluntarily apply for PCFIT certification.

TPD has an obligation to provide forensic support for PCFIT investigations in the future. It is TPD's intent to continue utilizing a volunteer PCFIT certification process. TPD reserves the right to require qualified Crime Scene Technicians or Forensic Specialists to apply for PCFIT certification, and make a good faith effort to be approved by the civilian panel.

This LOA will expire: 1) if the Office of Independent Investigations assumes accountability for use of deadly force investigations in Pierce County previously performed by PCFIT; or 2), if the PCFIT is terminated due to change of applicable Washington State law (e.g., RCW 10.114.011)

This LOA is effective after all signatories have signed below. Except as described above, this LOA is not intended to establish precedent for this bargaining unit, or any other bargaining unit or department at the City of Tacoma.

This LOA will not operate to modify any term or provision set forth in the CBA.

For Teamsters Local 117 - General Unit

DocuSigned by:
Paul Dascher
7AD5B391B59D41E...
03/13/2024

Paul Dascher — Date
Secretary-Treasurer

For the City of Tacoma:

DocuSigned by:
Elizabeth Pauli
04DC6935E7E348B...
03/19/2024

Elizabeth Pauli — Date
Tacoma City Manager

DocuSigned by:
Avery Moore 03/15/2024
9E15E5CE913644C...

Avery Moore Date
Police Chief

DocuSigned by:
Kari Louie 03/27/2024
4EF1E04D62C34E0...

~~Shelby Fritz~~ Kari Louie Date
Director, Human Resources (Acting)

APPROVED AS TO FORM

DocuSigned by:
Cheryl Comer 03/13/2024
74091E73DBF14AD...

Cheryl Comer Date
Deputy City Attorney