

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

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

PREAMBLE

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

ARTICLE 1 - MISSION STATEMENT

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

ARTICLE 2 - TERM OF AGREEMENT & BARGAINING UNIT

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

The City shall pay up to a total of five hundred seventy-two (572) hours of release time for City employees serving as the Union negotiating committee their regular rate of pay for meetings spent in formal negotiations between the City and the Union. After the utilization of five hundred

seventy-two (572) hours of paid City time for labor team members, (which includes both hourly and salaried employees), meetings will be scheduled to begin outside of regular working hours.

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

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

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

ARTICLE 3 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 4 - HEALTH AND WELFARE COVERAGE AND OTHER BENEFITS

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

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

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

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

employees are not required to volunteer medical information to their direct supervisor, and the supervisor shall not inquire to the specific type of illness.

Section 4.3 – Personal Time Off (PTO)

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

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

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

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

ARTICLE 5 - REST BREAKS AND OVERTIME REST BREAKS

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

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

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

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

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

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

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

ARTICLE 6 - MEAL ALLOWANCE, BOARD AND LODGING

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

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

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

ARTICLE 7 - UNION MEMBERSHIP AND DUES

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

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

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

Section 7.3 The Union agrees to indemnify and save the City harmless from any and all claims, demands, suits or other forms of liability that arise against the City for or on account of

compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the City's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the City will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the City.

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

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

ARTICLE 8 - DISCIPLINE

Section 8.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of offense and prior record of discipline.

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

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

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

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

Section 8.4 Prior to imposition of discipline that affects a property right, employees may request a pre-disciplinary hearing (Loudermill hearing) in front of the department head or their designee. If requested by the employee, the City shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation and of intent to dismiss, suspend, or reduce in rank or pay. At this hearing, the employee will be given an opportunity to present their side of the issue. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.