2024 - 2026

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

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

Wastewater Treatment Plant Maintenance Supervisors

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2024 - 2026

AGREEMENT
By and Between
the
CITY OF TACOMA
and
DISTRICT LODGE #160
ON BEHALF OF LOCAL LODGE #282 OF THE IAM AND AW

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

PREAMBLE

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

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

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

ARTICLE 1 – SUBORDINATION OF AGREEMENT

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

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

ARTICLE 3 – JOINT LABOR COMMITTEE

<u>Section 3.1</u> It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices directly between the parties to this Agreement.

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

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 The City will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with RCW 41.56.037, the City will provide the 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.

Section 4.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the Union monthly dues and assessments as certified by the Union. The City will

rely on information provided by the Union regarding 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 membership dues from the employee's pay and remit same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union monthly dues and assessments. There shall be no retroactive deduction of Union dues or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union 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.

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.

<u>Section 4.3</u> Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. The Union will not divulge any information from the subject tabulation to any other person or agency, except as required by law.

Section 4.4 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. The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

<u>ARTICLE 5 – GRIEVANCE PROCEDURE</u>

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

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

- The employee and/or their Union representative shall, as soon as possible but not later than thirty (30) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the City official most immediately involved, with a copy to the City's Labor Relations Division. The supervisor or official shall within ten (10) working days, record their disposition in written detail, returning same to the Union representative and the employee, with a copy to the City's Labor Relations Division.
- Failing to resolve the grievance in the second step, the Union representative shall, within ten (10) working days of receipt of the supervisor's disposition take up the matter with the head of the employee's department (general government) or division (Utilities, with a copy to the Human Resources Director and the City's Labor Relations Division), or their designated representative. Management shall, within ten (10) working days of receipt of the grievance, and after consulting with the Human Resources Director, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved may be referred to arbitration by the Union. The Union shall give written notice to the Human Resources Director of its intention to arbitrate within fifteen (15) working days following completion of steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or FMCS, both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall strike first. If the parties cannot agree in one (1) day on the agency to provide the list, FMCS shall provide the list. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective case in arbitration. All other costs related to the Arbitrator shall be divided equally. The Arbitrator's decision is binding on the parties, however, the Arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

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

ARTICLE 6 – WORK STOPPAGE

The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate

steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the City.

ARTICLE 7 – MANAGEMENT RIGHTS

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

The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules, or this Labor Agreement.

<u>ARTICLE 8 – UNION ACTIVITIES</u>

Section 8.1 Authorized representatives of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

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

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

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

ARTICLE 9 – SAFETY STANDARDS

<u>Section 9.1</u> All work shall be done in a competent and professional manner.

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

ARTICLE 10 – BENEFITS

Section 10.1 The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party to this Agreement 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 executed by both parties to this Agreement.

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

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

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

Section 10.3 Personal Time Off (PTO) with pay shall be as provided for in Section 1.12.248 of the Tacoma Municipal Code and the Joint Labor Agreement. Eligible employees hired on or after January 1, 2020, shall be enrolled in the PTO program. All other employees on a voluntary basis may make a one-time election to enroll in the PTO program during the City's PTO open enrollment period.

<u>Section 10.4</u> Sick allowance with pay shall be as provided in section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

<u>Section 10.5</u> On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

<u>Section 10.6</u> Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.7 Medical, dental, vision, hospital and disability insurance shall be as provided-in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

<u>Section 10.8</u> Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

<u>Section 10.9 - Jury Duty</u> Leave of absence for jury duty and payment thereof shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

<u>Section 10.10 - Union Leave</u> Leave of absence without pay shall be granted in accordance with Section 1.24.870 of the Municipal Code. Employees must submit a written request in advance of the leave to the appropriate manager that includes the reason for the leave and the inclusive dates of the leave. Requests will be considered and responded to in a timely manner.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2024 through December 31, 2026, 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 termination of this Agreement.

ARTICLE 12 – NON-DISCRIMINATION

<u>Section 12.1</u> It is mutually agreed that there shall be no unlawful discrimination or unlawful harassment. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

<u>Section 12.2</u> The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy 130.

ARTICLE 13 – FILLING OF VACANCIES

Upon the discretion of the department head, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class when they substantially assume the duties of such position. Such assumption of duties necessarily would result in their relinquishing

their regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

Section 14.1 Employees working the day shift shall be present at the work location for a period of eight and one-half (8-1/2) hours. One-half (1/2) hour shall be allowed for a lunch break. Any hours worked exceeding the regular work day as set forth herein above, or by an employee outside of their regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

Section 14.2 Employees shall be paid time and one half for the first shift outside of their regular shift when an emergency requires an employee's shift to be changed. Thereafter, employees will receive straight time for the first eight (8) hours and time and one half for any additional hours worked during that shift.

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

Section 14.3 - Meal Allowance

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

Example: Over 4 hours to 8 hours – one meal allowance.

Over 8 hours to 12 hours – second meal allowance. Over 12 or more hours – third meal allowance.

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

Section 14.4 - Compensatory Time At the employee's request, and with management's approval, the employee may substitute cash payment for equivalent compensatory time, or a combination thereof. All overtime worked and/or compensatory time accrued must be with prior supervisory/management approval and in accordance with the Tacoma Municipal Code 1.12.080. Beginning as of December 31, 2025, any unused compensatory time over forty (40) hours will be paid out at the end of the year.

Section 14.5 - Callbacks and Standby Pay

- A. All call-backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that travel time, computed at the rate of thirty (30) minutes at time and one-half the employee's regular salary, shall be paid each way to and from work, unless the callback occurs only at the beginning or only at the end of an employee's regular shift, in which case travel time will be paid only one-way. Travel time shall count toward fulfilling the two (2) hour guarantee set forth above in this Section, but shall not count towards the overtime meal allowance described in Section 14.3 above.
- B. Employees assigned to standby shall be compensated at the standby rate prescribed in the applicable Joint Labor Agreement for those hours so assigned. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a cellphone or be available by phone. Assignment for standby time and scheduled overtime will be done by a voluntary system.
 - 1. During the first full week of November and May each year, a majority of the employees in this bargaining unit will develop and be listed in a six-month rotation schedule for coverage of the supervisor standby. Any open standby assignments will be filled based on rotating inverse classification seniority of the entire bargaining unit.
 - 2. Employees on standby are required to work their assignments unless they find another qualified employee to trade or take them.
 - 3. An employee on standby who desires to trade assignments, and the employee accepting the trade, shall both give their supervisor notice of the trade twenty-four (24) hours before the standby shift, except in emergency situations, when notice will be provided as soon as possible.
- C. Compensation for Emergency Telephone Calls and/or Emergency Texts and/or Other Employer-Authorized Communication Platform Emergency Contact While on Standby. For each 24-hour calendar day, and when in standby status starting at 12:00 midnight, employees shall be compensated a minimum of one (1) hour at the overtime rate, and as set forth in the Tacoma Municipal Code 1.12.080, when responding to the first emergency call or emergency text not requiring a return to the treatment plant or worksite. All emergency calls or emergency texts added together are included in that one (1) hour rate during that 24-hour period, unless the total duration of responses to calls or texts exceeds the hour, in which case, the employee shall be compensated for all time worked beyond the minimum one (1) hour paid, rounded to the nearest 6th minute. Employees are required to submit a

report documenting the date, time, nature of call, response provided and the duration of the call for purposes of tracking and accurate recordkeeping.

<u>Section 14.6 - Fatigue Time</u> Employees working a call-out, standby call, or overtime that ends less than eight (8) hours before their next scheduled shift shall be allowed to use accrued compensatory time, sick leave, vacation or PTO leave for a maximum of an eight (8) hour rest break, if desired, before returning to their regular shift.

Section 14.7 - Flex Hours

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

<u>Section 14.8 - Flexible Work Schedules.</u> In addition to the Flex Hours described in Section 14.5 above, flexible work schedules shall be administered in accordance with the City of Tacoma's flexible work schedule policy, Personnel Management Policy 320.

ARTICLE 15 – SAVING CLAUSE

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

ARTICLE 16 – DISCIPLINE

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

<u>Section 16.1</u> The employee, upon request, shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential suspension, reduction in rank or pay or discharge.

Section 16.2 If requested by the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific

alleged violation. At this hearing, the employee will be given an opportunity to present their side of the issue.

<u>Section 16.3</u> No later than three (3) working days prior to the pre-disciplinary hearing, the Employer shall upon request make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in its possession.

<u>Section 16.4</u> The Employer may place an employee on paid administrative leave pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

<u>Section 16.5</u> The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 16.6 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee; however, letters of reprimand shall not be subject to the grievance procedure.

ARTICLE 17 – SENIORITY

<u>Section 17.1</u> Classification seniority is the length of service within a classification.

Section 17.2 If an employee promotes or transfers to a different bargaining unit or to an unrepresented position, classification seniority will accrue until they have completed the new probationary period, if applicable. Once the employee has completed probation, seniority in the employees' old classification shall be retained providing the employee returns to their previously held classification for reasons of lay off or demotion in lieu of lay off. If an employee returns to their previous classification for any other reason, the employee will lose all classification seniority.

Section 17.3 Seniority for the purposes of layoff, demotion in lieu of layoff, and re-employment shall be the length of continuous services with the City in the specific class involved and in all higher classes to which the employee has been promoted or appointed.

ARTICLE 18 – WORK RULES

<u>Section 18.1 - Safety Footwear Allowance</u> Employees shall receive a \$300 allowance paid annually in January for the purchase of approved safety footwear. If Management determines to make a change in the future regarding the coats and shirts supplied to employees of this bargaining unit, the City will notify the Union and provide an opportunity to bargain pursuant to RCW 41.56.

<u>Section 18.2 - Certification Renewals</u> With prior approval by the Division Manager or designee, employees shall be reimbursed for the renewal and training fees for a certification, where such certification is related to the employee's job duties and of value to the Department, including certification as a journey-level Industrial Maintenance Mechanic, Electrician or Instrumentation Technician.

ARTICLE 19 – HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

Section 19.1 - Sick Leave Cash Out at Retirement Upon separation from service due to retirement or death, an employee who meets the criteria outlined in TMC Section 1.12.229 will receive a deposit of the value of a portion of unused sick leave accruals to a VEBA account on behalf of the employee. The Union may elect which portion of sick leave cash outs shall be deposited into a VEBA account for eligible employees. The deposit amount shall be a sum equal to zero percent (0%), fifty percent (50%), or one hundred percent (100%) of the sick leave cash outs for all eligible employees at the time of separation. This contribution shall be deducted from the cash payment of the value of eligible Sick Leave accruals due to an employee upon retirement as set forth in Tacoma Municipal Code (TMC) 1.12.230.D.

Section 19.2 - PTO Cash Out at Retirement Upon separation from service due to retirement or death, an employee who meets the criteria outlined in TMC Section 1.12.229 will receive a deposit of the value of a portion of unused PTO accruals to a VEBA account on behalf of the employee. The Union may elect which portion of PTO cash outs shall be deposited into a VEBA account for eligible employees. The deposit amount shall be a sum equal to zero percent (0%), fifty percent (50%), or one hundred percent (100%) of the PTO cash outs for all eligible employees at the time of separation. This contribution shall be deducted from the cash payment of eligible PTO accruals due to an employee upon retirement as set forth in TMC Section 1.12.248.D.

Section 19.3 - Vacation Cash Out at Retirement Upon separation from service due to retirement or death, an employee who meets the criteria outlined in TMC Section 1.12.229 will receive a deposit of the value of a portion of unused vacation leave accruals to a VEBA account on behalf of the employee. The Union may elect which portion of vacation leave cash outs shall be deposited into a VEBA account for eligible employees. The deposit amount shall be a sum equal to zero percent (0%), fifty percent (50%), or one hundred percent (100%) of the vacation leave cash outs for all eligible employees at the time of separation. This contribution shall be deducted from the cash payment of eligible Vacation accruals due to an employee upon retirement set forth in TMC Section 1.12.200.C.

<u>Section 19.4 - Amendment of Cash Out Portions</u> The percentages of the VEBA contributions referenced in Sections 1, 2, and 3, above, may be adjusted by the Union no more than once per year, and with at least thirty (30) days' written notice to the City's Human Resources Director of any change in the deduction amount.

Section 19.5 - Employee VEBA Contribution Per Paycheck The City shall deduct fifty dollars (\$50.00) each pay period from the pay of each bargaining unit employee, and will promptly transfer said amount to the employee's VEBA account. The amount of the VEBA contribution referenced in this Section may be adjusted by the Union no more than once per year, and with at least thirty (30) days' written notice to the City's Human Resources Director of any change in the deduction amount.

Section 19.6 - Annual PTO Cash Out to VEBA

- A. Bargaining unit employees will not be eligible for an annual voluntary PTO cash out per TMC 1.12.248.
- B. In the second pay period of May of each year, beginning in and retroactive to May 2023, each employee having more than 650 hours of PTO accrued will have one hundred percent (100%) of the value of the full amount over 650 hours deposited into the employee's VEBA account. The cash value of the PTO shall be based on the rate for the classification in which the employee holds permanent appointment.

Section 19.7 All bargaining unit employees covered by this Agreement shall participate in all of the VEBA program as described in this Article. No employee may request, nor will any employee receive, exemption from participation. The Union recognizes the performance of this function as a service by the City. The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

EXECUTED IN TACOMA, WASHINGTON, ON THIS <u>25th</u> DAY OF <u>February</u>, 20<u>25</u>.

City of Tacoma	
a Municipal Organizati	on
Signed by: Elizabeth Pauli City Manager	02/25/2025
Signed by: Geoffrey M. Snyth, Environmental Service	Po 19/2025 s Director
Signed by: Signed by: Labor Relations Division	02/18/2025 on Manager
Signed by: Andy Chervilo Finance Director	02/19/2025
Approved as to form: Signed by: Cheryl Comer Deputy City Attorney	02/18/2025
Attest: DocuSigned by: 31BC93AB5FF944B	02/25/2025
City Clerk	Date

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

- DocuSigned by:

Beth Bergeon

02/16/2025

Business Representative

APPENDIX A DISTRICT LODGE 160 WASTE WATER TREATMENT PLANT MAINTENANCE SUPERVISORS

SECTION 1 - WAGES

A. <u>Salary Tables</u> All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code. The following wage scales shall apply for employees in the following classification.

Effective January 1, 2024

Code	A	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
5102		WWTP Maintenance Supervisor	51.76	54.34	57.06	59.91	62.91

Effective January 1, 2025

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Code	A	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
5102		WWTP Maintenance Supervisor	54.60	57.33	60.20	63.21	66.37

Effective January 1, 2026

Code	A	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
5102		WWTP Maintenance Supervisor	56.51	59.34	62.31	65.42	68.69

B. General Wage Annual Adjustments

- 1. Bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement, and employees who retired from this bargaining unit for the time they were in the bargaining unit in 2024, will receive a base wage increase of two and three-quarter percent (2.75%), retroactive to January 1, 2024.
- 2. Effective January 1, 2025, base wage rates will be increased by two and three-quarter percent (2.75%).
- 3. Effective January 1, 2026, base wage rates will be increased by three percent (3.0%).

C. Other Salary Adjustments

In addition to the General Wage Annual Adjustments described in Section B above, effective retroactive to January 1, 2024, and on January 1, 2025, and January 1, 2026 respectively, the bargaining unit classification will receive the one-time adjustments indicated, to address market and/or compression factors:

	Market/Compression Adjustments				
Code	Code Job Title Jan. 1, 2024 Jan. 1, 2025 Jan. 1, 2026				
5102	WWTP Maintenance Supervisor	2.75%	2.75%	0.50%	

SECTION 2 – LONGEVITY PAY

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

SECTION 3 – SUPPLEMENTAL PENSION

The City has withdrawn the bargaining unit from the Western Metals Pension Fund and has assumed withdrawal liabilities in accordance with plan procedures and applicable law.

APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the City of Tacoma and Tacoma Joint Labor Committee 2023-2024 Collective Bargaining Agreement:

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.

ENUMERATION OF BENEFITS

- 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.
- **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.
- **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.

- **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.
 - **6.4.4** Dual Coverage Wellness Credit 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 for the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contribution for medical insurance coverage.
- 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.
- 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 Wellness

- 6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:
 - a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
 - b. Review all Health Trust Fund/Flex Account balances.
 - 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 \$18 per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

Letter of Agreement by and between City of Tacoma and Tacoma Joint Labor Committee

Subject: Agreement to Maintain Tacoma Joint Labor Agreement Through 2025

Effective Date: January 1, 2025

This Letter of Agreement ("LOA") is entered into between the City of Tacoma and the Tacoma Joint Labor Committee ("Union") (collectively "the Parties").

The Parties hereby enter into a Letter of Agreement to maintain all terms and conditions of the current Tacoma Joint Labor Agreement currently in effect for one year through December 31, 2025 with the exception of the following changes to be effective January 1, 2025:

- 1. The Parties agree to implement carrier-directed plan design changes to the Kaiser Permanente HMO health plan in response to carrier requirements and state mandates.
- 2. The Parties agree to adjust the deductible and employer Health Savings Account (HSA) contributions to the Regence High Deductible Health Plan as follows:
 - 2025 HDHP deductible will change to \$2,000 individual / \$4,000 family.
 - o 2025 Health Savings Account contribution with Wellness Credit: \$1,650/\$3,300.
 - o 2025 Health Savings Account contribution without Wellness Credit: \$825/\$1,650.

This LOA shall incorporate all Memorandums of Understanding, Letters of Agreement, or similar supplemental agreements to the Tacoma Joint Labor Agreement which remain in effect, but shall not serve to alter or extend the timelines or expiration dates of those supplemental agreements.

The Parties commit to continue bargaining a successor Tacoma Joint Labor Agreement CBA to be effective January 1, 2026.

Except as expressly incorporated herein, this LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

EXECUTED THIS 12th	DAY OF	November	_, 2024
CITY OF TACOMA Signed by: Elizabeth Pauli 11/	12/2024	JOINT LABOR COMM Signed by: Patrick Muryan	10/29/2024 ·
City Manager		County & City Employe	ees Local 120
Director of Public Utilities	08/2024	Lac Collins District Lodge 160 IAM	10/29/2024 I & AW
Signed by: Stuty Frity 11/ Human Resources Director	08/2024	Hothers Union Loca	131
Andy Cherullo 11/	08/2024	Carrier ?	Allu
Finance Director		International Brotherhoo Electrical Workers Loca	
		PROTEC Local 17	
		Teamsters Local 313	
		Paul Dans	11/04/2024
		Teamsters Local Union	117
ADDROLUDD AS TO TOO		*	
APPROVED AS TO FORM:			

DocuSigned by:

Chris Badia

City Attorney

City Clerk 19448...

11/07/2024

11/13/2024