



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

October 21, 2014

TO: All City of Tacoma Members (General Unit, PAF, Tacoma Public Library)

FROM: Teamsters Local Union No. 117

RE: Fully Recommended Agreement

After some very intense bargaining I am pleased to announce that the Tacoma Joint Labor Committee has reached a tentative agreement with the City of Tacoma on health insurance for 2015 and 2016. Your Local Union and the Tacoma Joint Labor Committee is fully recommending a yes vote for ratification.

Enclosed is the redlined vote document for your review. Below are some of the key issues and changes in the agreement, however please review the document in its entirety before casting your vote.

1. The City will pay the claims or premiums associated with the medical insurance plan selected by the employee from the City's Health Care Trust.
2. Employees will continue to pay \$40/month for employee only coverage and \$80/month for family medical insurance.
3. Employees will be eligible for a Wellness Credit for participation in the Wellness Program (see section 6.13.3)
4. Dual Coverage – Employees or their eligible dependents may not be insured on more than one (1) medical insurance plan

For more information and a full summary of changes, please visit our website at:

http://www.teamsters117.org/city_of_tacoma_contract_documents

If you want your vote to count it is important that you immediately return the enclosed ballot to the Union office. **Ballots must be received by 5:00PM on November 3rd.** If you have any questions regarding the agreement contact your business representative Jeff Clark at (206) 441-4860 ext 1242.

In Solidarity,

TRACEY A. THOMPSON
Secretary-Treasurer

TAT/JC:jd

2014
2015 – 2016

**Collective Bargaining Agreement
By and Between**

**The
CITY OF TACOMA**

**and
TACOMA JOINT LABOR COMMITTEE**

**2014
2015 – 2016**

CITY OF TACOMA LABOR-MANAGEMENT AGREEMENT

PREAMBLE

The City of Tacoma and the several unions comprising the Joint Labor Committee of Tacoma recognize and agree that harmonious relations should be maintained between them and the public generally as all have a vital and common interest in the progress and economic and cultural growth of the City of Tacoma.

All parties concerned, the employees of the City of Tacoma, and the public generally, will benefit by continuous peaceful relations and by adjusting differences that inevitably arise under such circumstances by rational and common-sense methods.

With these ends in mind and with the intent of establishing fair and reasonable conditions of employment through the collective bargaining process, the City Council, as the legislative and governing body of the City of Tacoma, and the Joint Labor Committee of Tacoma, through its signatory unions, have set forth herein certain common conditions of employment and fringe benefits applicable to the employees for whom the Unions have been recognized.

ARTICLE 1 - TERM OF AGREEMENT

This Agreement will become effective January 1, 2014, and will remain in effect through December 31, 2014. During the term of the Agreement, the parties will continue negotiations regarding changes to the Agreement, with a goal of reaching agreement on a comprehensive collective bargaining agreement before the end of 2014. This Agreement shall remain in full force and effect from January 1, 2015, to and including December 31, 2016, 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 shall begin at least ninety (90) days, and in no event later than sixty (60) days prior to the termination of this Agreement.

ARTICLE 2 - RECOGNITION AND BARGAINING MATTERS

2.1 Section 2.1 – Scope of Agreement.

2.1.1 While this Agreement sets forth the matters common to the member unions of the Joint Labor Committee, While it in no way abrogates the rights and responsibilities of the City and the member unions, to negotiate in accordance with 41.56 RCW, those issues and matters not common to all member unions, but which are peculiar and specific to the individual union(s) involved. Those individual concerns, including wages, are set forth elsewhere between the City and individual unions as the individual union(s) and the City have themselves agreed to bargain regarding matters beyond the benefits described below, including operational procedures regarding the use of benefits described in this Agreement, neither the City nor the member unions will be obligated to bargain at individual union bargaining tables regarding any matter governed by this Agreement.

2.1.2 This Agreement supersedes specific provisions of the Tacoma Municipal Code, City policy or City-wide personnel rules with which it conflicts. Absent such a conflict, employees will be governed by applicable Code sections, policies and personnel rules. The City shall notify the Joint Labor Committee in writing before changing a Code section, policy or personnel rule that encompasses a mandatory subject of bargaining. In the event the Joint Labor Committee does not request discussion and/or negotiations within thirty (30) calendar days of receiving written notice, the City may implement the proposed change without further discussions and/or negotiations.

2.1.3 In the event this Agreement is in conflict with a collective bargaining agreement covering an individual member union, the individual member union's collective bargaining agreement shall supersede this Agreement. If an individual member union's collective bargaining agreement is silent on a topic or issue addressed in this Agreement, this Agreement will govern the topic or issue.

2.2 Section 2.2 -- Recognition of the Joint Labor Committee The City recognizes the Joint Labor Committee of Tacoma, through its signatory unions, as the exclusive bargaining representative for those issues and matters common to all member unions and their employee members, including, but not limited to: (1) vacations, the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other leaves; (2) health care and welfare plans, coverage and premium costs; (3) Group Term Life Insurance and Long Term Disability insurance plans, coverage and premium costs; (4) policies and personnel rules to the extent they address mandatory subjects of bargaining; and (5) City pension plans, including contribution and benefits levels.

2.3 Section 2.3 -- Bargaining Units Bargaining units represented by the member unions of the Joint Labor Committee, shall be as agreed to between the individual unions and the City of Tacoma, in conformance with the provisions of Chapter 41.56 RCW as last amended, and as reflected in Individual Collective Bargaining Agreements.

2.4 Section 2.4 -- Membership in the Joint Labor Committee For the purposes enumerated above, any employee exclusive bargaining representative who has been recognized by the City of Tacoma for a bargaining unit(s), may become a member of the Joint Labor Committee provided the employee exclusive bargaining representative has the consent of the Joint Labor Committee.

ARTICLE 3 - THE BARGAINING PROCESS

3.1 Section 3.1 -- Collective Bargaining Defined. Collective bargaining shall mean the performance of the mutual obligations of the public employer City and the exclusive representative Joint Labor Committee to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions, which may be peculiarare common to an appropriate bargaining unitthe members of such public employerthe Joint Labor Committee, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in Chapter 41.56 RCW AS LAST AMENDED as last amended.

Section 3.2 -- Bargaining Representative of the City The Management Negotiating Team appointed by the City Manager and Director of Utilities, jointly or on behalf of General Government or the Department of Public Utilities, as the case may be, shall be the exclusive representatives of the City in all collective bargaining negotiations and are authorized to enter into written agreements in accordance with the standards and provisions set forth in this Agreement, with the Joint Labor Committee and with all other unions, employee representatives and professional societies not belonging to or represented by said committee on all matters pertaining to wages, hours, and other working conditions; subject, however, to final approval by the City Council.

3.2 Section 3.3 -- Purposes of Collective Bargaining. In the process of collective bargaining, the parties shall bear in mind the following general purposes, to wit:

3.2.1 A. ——— To provide for fair and reasonable rates of pay, hours, and working conditions;

3.2.2 B. ——— To promote stability of employment and to establish satisfactory tenure;

3.2.3 C. ——— To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives;

- 3.2.4** D. —To promote the highest degree of efficiency, morale, and responsibility in the performance of the work and the accomplishment of the public purposes of the City;
- 3.2.5** E. —To provide procedures for the prompt adjustment of all disputes arising in connection with matters covered by this resolution or otherwise;
- 3.2.6** F. —To promote systematic labor-management cooperation between the City of Tacoma and its employees.

3.3 **Section 3.4 – Bargaining Rights Defined.** Bargaining rights referred to in this Agreement shall be interpreted to mean that management will make no changes to the in-working conditions, wages, or fringe benefits which would affect a member or members of any recognized bargaining unit without first negotiating with the Joint Labor Committee or other recognized bargaining representative of the employees. ~~All rights and privileges under ordinances relating to pay and compensation shall remain in force for the duration of this Agreement.~~

3.4 **Section 3.5 – Payroll Deduction.**

3.4.1 **Union Dues.** As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 **Voluntary Contribution to Labor Funds, Committee 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 in the second pay period of the month

ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE

~~The presently established~~ A City-Wide Labor-Management Policy Committee composed of representatives of the Employer and the signatory unions or employee organizations of their own respective choice, ~~is hereby recognized will be maintained to provide a forum for communication between the parties.~~ The Committee shall exist for the purpose of a year round aid to Labor-Management relations and it shall establish its own rules or procedures, policy, and its time and place of meeting. ~~Unless otherwise agreed by all parties, Committee meetings will not be considered bargaining.~~

ARTICLE 5 - GRIEVANCE ADJUSTMENT

5.1 A grievance is hereby defined as an alleged violation of a specific Article of this Agreement, ~~or an alleged violation of a specific provision of the City's Compensation Plan or Personnel Rules applicable to employees represented by Joint Labor Committee member unions.~~ This procedure shall be the exclusive mechanism for resolving disputes regarding alleged grievances.

5.2 **Time Limits**

5.2.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Joint Labor Committee fails to act or respond within the specified time limits, the grievance will be considered waived. If the City fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

5.2.2 The day after the event, act or omission will be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following City business day.

5.2.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

5.3 **Submission of Grievances and Responses.** All grievances and demands for arbitration must be submitted to the City's Human Resources Director or designee by electronic mail, hard copy and/or fax. The City's Human Resources Director will be responsible for distributing the grievance/demand to the appropriate City representative for response. All City responses will be submitted to the chair of the Joint Labor Committee by electronic mail, hard copy and/or fax.

5.4 **Grievance Process**

Step 1: The Joint Labor Committee, on behalf of the aggrieved employee(s), will submit the grievance in writing within twenty-eight (28) calendar days of the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. The written statement will include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Human Resources Director will respond to the grievance in writing within fourteen (14) calendar days of its receipt.

Step 2: Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following the receipt of the Human Resources Director's written conclusions the Union will submit the written grievance for joint consideration by the City Manager and the Director of Tacoma Public Utilities. The official's joint response will be submitted in writing to the grievance within fourteen (14) calendar days following its receipt.

Step 3: Should Step 2 fail to resolve the grievance, the Joint Labor Committee will submit a demand for arbitration to the City within fourteen (14) calendar days of its receipt of the City Manager's/TPU Director's decision.

5.5 **Arbitration.** The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Joint Labor Committee's arbitration demand, the Joint Labor Committee will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. The parties will split the cost associated with said arbitration list. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the strike shall be the loser of a flip of a coin. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows.

5.5.1 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation of application of the terms of this Agreement. The arbitrator shall be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it. Multiple grievances may be combined only by agreement of the parties.

5.5.2 The decision of the arbitrator shall be final, conclusive, and binding upon the parties, and the employees involved.

5.5.3 The cost, if any, of the arbitrator shall be borne equally by the City and the Joint Labor Committee, and each party shall bear the cost of presenting its own case, including any attorney's fees.

5.5.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

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

Any grievance filed by the Joint Labor Committee shall be dealt with according to the following steps:

~~**Step 1:** Within thirty (30) days of the alleged violation the matter shall be referred to the Joint Labor Committee who shall hear the issues, and should the Committee feel a grievance exists, they shall file the matter into Step 2 below, within ten (10) working days from its submission to them.~~

~~**Step 2:** Grievances filed by the City shall be filed at Step 2 within thirty (30) days of the alleged violation. The grievance shall be reduced to writing setting forth the issues and circumstances pertaining to the grievance. The grievance shall then be referred in writing to the Human Resources Director or Chairperson of the Joint Labor Committee, who shall convene a committee meeting within ten (10) working days for the purpose of settling the matter. At the meeting, Management and the Joint Labor Committee shall be equally represented, and shall issue their findings and proposed remedy within twenty (20) working days from submission into Step 2.~~

~~**Step 3:** Should this Committee be unable to resolve the grievance within ten (10) working days, it may be submitted to arbitration by either party. Arbitrators shall be chosen from a list of seven provided by the Public Employment Relations Commission. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:~~

~~1. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation of application of the terms of this Agreement.~~

~~2. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the union, and the employees involved.~~

~~3. The cost, if any, of the arbitrator shall be borne equally by the City and the Joint Labor Committee, and each party shall bear the cost of presenting its own case.~~

~~4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.~~

~~5. If either party fails or refuses to meet to attempt to settle such grievance with the arbitrator at the time or times scheduled for the purpose of settling the grievance, such party shall be deemed to have recognized the merits of the other party's position and the grievance will be deemed to have been settled in favor of the non-defaulting party.~~

~~6. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of arbitration pursuant to the terms of this Agreement.~~

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 Section 6.1 ~~For the purposes of this Agreement, the fringe benefits and working conditions as set forth in the official Compensation Plan and Personnel Rules for the City of Tacoma and its employees, are by this reference made a part of this Agreement.~~ **Domestic Partners.** The City agrees to will amend its personnel rules and medical plan documents to incorporate "domestic partners" and make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that within the scope of benefits as those benefits are provided for to employee spouses. To receive domestic partner benefits, the domestic partnership must be verified by affidavit with the City according to its policies and practices.

Employees shall be allowed to use sick leave to care for an immediate family member, domestic partner, domestic partner's immediate family, and to children to whom the employee acts as parent.

Although employees are not eligible for FMLA leave to care for a domestic partner or dependent child of a domestic partner under federal law, the City will provide an equivalent type leave to employees who must care for a same-sex domestic partner or dependent child of that partner, who otherwise would be eligible for FMLA leave.

6.2 Section 6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical and hospital, dental, and life insurance programs which will continue in effect for the duration of this Agreement. The parties agree that there will be no changes in the parameters of these plans, nor the use of any reserve funds related to the development and maintenance of any plans without the express negotiation and consent to any changes by both the City and the Joint Labor Committee. 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** 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.
- 6.2.2** Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance.
- 6.2.3** Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under Regence Plan 1 or Group Health Plan 1, or a \$40 per month credit toward their premium contribution for coverage under Regence Plan 2 or Group Health Plan 2 (the High Deductible Plan options available in 2016).
- 6.2.4** Contributions to HSA Accounts. Employees who select Regence Plan 2 or Group Health Plan 2 (the High Deductible Plan options available in 2016) 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.
- 6.2.5** Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical 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:
- a. Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
 - b. 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 insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
 - c. 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 insurance plans.

A chart highlighting the 2014 medical plan design changes made to the Regence and Group Health plans and a copy of the signed Joint Labor Package Offer 11/20/13 are attached to this agreement for reference.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.

6.4 Section 6.3 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

- 1.1.1** ~~1. Full-time Employees shall accrue vacation leave hours pursuant to the following schedule based on the following schedule based on aggregate City service for each biweekly pay period pursuant to the following schedule:~~

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Days Hours of Vacation Leave
0 - 3 Completion of years 0, 1, 2, 3	3.69	1296
4 - 7 Completion of years 4, 5, 6, 7	4.60	15120
8 - 13 Completion of years 8, 9, 10, 11, 12, 13	5.22	17136
14 - 18 Completion of years 14, 15, 16, 17, 18	6.14	20160
Completion of 19 years	6.45	21168
Completion of 20 years	6.76	22176
Completion of 21 years	7.07	23184
Completion of 22 years	7.38	24192
Completion of 23 years	7.69	25200
Completion of 24 years	8.00	26208
Completion of 25 years	8.31	27216
Completion of 26 years	8.62	28224
Completion of 27 years	8.93	29232
Completion of 28 years or more	9.24	30240

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

- 6.4.1** ~~2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment. Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time~~

- 6.4.2** ~~3. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual. 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.~~

- 6.4.3** ~~4. 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. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate~~

- 6.4.4** ~~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.~~

- 6.4.5** ~~5. 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.~~

6.5 ~~Section 6.4~~ 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:

- 6.5.1** ~~A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per eighty (80) 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.~~

6.5.2 B.—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.

6.5.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.6 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:

6.6.1 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

<u>Completed Years of Aggregate Service</u>	<u>Hours per Year</u>	<u>Hours per Pay Period</u>
<u>Completion of years 0, 1, 2, 3</u>	<u>144</u>	<u>5.54</u>
<u>Completion of years 4, 5, 6, 7</u>	<u>168</u>	<u>6.46</u>
<u>Completion of years 8, 9, 10, 11, 12, 13</u>	<u>184</u>	<u>7.08</u>
<u>Completion of years 14, 15, 16, 17, 18</u>	<u>200</u>	<u>8.00</u>
<u>Completion 19 years</u>	<u>216</u>	<u>8.62</u>
<u>Completion of 20 years</u>	<u>224</u>	<u>8.62</u>
<u>Completion of 21 years</u>	<u>232</u>	<u>8.92</u>
<u>Completion of 22 years</u>	<u>240</u>	<u>9.23</u>
<u>Completion of 23 years</u>	<u>248</u>	<u>9.54</u>
<u>Completion of 24 years</u>	<u>256</u>	<u>9.85</u>
<u>Completion of 25 years</u>	<u>264</u>	<u>10.15</u>
<u>Completion of 26 years</u>	<u>272</u>	<u>10.46</u>
<u>Completion of 27 years</u>	<u>280</u>	<u>10.77</u>
<u>Completion of 28 years or more</u>	<u>288</u>	<u>11.08</u>

6.6.2 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.

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

6.7.1 A.—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.

6.7.2 B.—For 120 (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.

6.7.3 C.—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 by-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.

6.7.4 D. — 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.

6.7.5 E. — 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.

6.7.6 F. — For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.

6.8 ~~Section 6.6~~ Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest \$1,000 of coverage.

6.9 ~~Section 6.7~~ Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.9.1 A. — 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.

6.9.2 B. — 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

6.9.3 C. — 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.

6.10 ~~Section 6.8~~ Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

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

6.10.1 ~~An~~ A full-time employee shall receive pay for ~~the~~ 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.

6.10.2 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 after January 1, 1983 shall receive holiday pay on a prorated basis on the hours that he/she was hired to work.

6.10.3 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.

6.10.4 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.

Section 6.9

For the calendar year 2014, the City will offer two medical insurance plans, a Regence PPO Plan and a Group Health Options Plan.

Employees will contribute \$40 per month towards premium costs for employee only coverage, \$80 per month towards premium costs for employee plus dependent coverage.

The City and employees will take a one-month rate holiday in January 2014 during which neither the City nor employees will be responsible for paying additional money into the City's Health Care Trust. In event that 2013 year-end reserves in the Trust exceed the City's 12-week reserve requirement by more than \$8 million, the City and employees will take a second rate holiday in December 2014. The holiday(s) is intended to use excess reserves currently in the Fund to offset health care cost increases.

The City shall contribute 100% of the premium for dental and vision insurance coverage per month for all eligible employees.

6.11 ~~Section 6.10~~ The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.12 ~~Section 6.11~~ The City will continue 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.

~~Section 6.12~~ The City shall offer a vision plan from the Washington Teamsters Welfare Trust covering both employees and dependents.

6.13 Section 6.13 Wellness

6.13.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) will meet twice a month beginning in January 2014 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 purpose of the meeting will be to complete the following tasks jointly. The Committee will:

- a. ~~The committee will meet to develop strategy; this will be completed by February 2014.~~
- b. a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- c. ~~Work to have in place and purchase a health wellness assessment tool to be administered by a third party. Determine whether an RFP is necessary, if so that shall be completed and sent no later than March 2014, the administrator shall be determined no later than April 2014.~~
- d. b. Develop communication plan for rolling out the wellness assessment tool, this shall include incentive options that could include multiple years. This shall be established no later than March 2014. Labor agrees to discuss utilization of the 6430-FLEX account as a mechanism for possible first year incentives for completion of the wellness assessment.
- e. c. Review all Health Trust Fund/Flex Account documents/balances monthly.
- f. d. Review experience reports monthly.
- g. e. The parties will develop and mutually execute an education and outreach program addressing the costs/benefits of a HDHP/HSA.

6.13.2 Wellness Funds. The City will budget \$250,000 for use in 2014 in developing and implementing the wellness program. \$150,000 will come from the Flex Account. The City will budget \$441,000 during 2015 and \$431,000 during 2016 to support the development and maintenance of an effective City-wide Wellness Program. The City will fund these amounts using the Health Care Flex Account. Expenditures of such funds will be reviewed and approved by the Wellness Committee.

6.13.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must do the following:

- a) 2015 Incentive – Complete the initial Health Risk Assessment by January 31, 2015, and commit to completing one (1) wellness "journey" by June 30, 2015. The Wellness Committee will determine the participation criteria for employees newly hired on or after January 1, 2015.
- b) 2016 Incentive – Complete the annual Health Risk Assessment by September 30, 2015, and a total of two (2) wellness "journeys" by September 30, 2015.

ARTICLE 7 - 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 and the city charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law and City Charter are paramount and shall prevail, provided that, where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

ARTICLE 8 - NON DISCRIMINATION

The City will conform to and comply with all applicable federal, state, and local government laws concerning discrimination. The employer further agrees not to discriminate against any employee in regards, but not limited to: hiring, placement, upgrading, transfer, promotion, demotion, job assignment, or discipline including age, ancestry, citizenship, ethnicity, family-care status, gender identity, gender expression, marital status, medical condition, disability, race, religion, sex, sexual orientation, veteran status, or any other legally protected class or condition.

ARTICLE 9 - SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or

portion of this Agreement shall not invalidate the remaining portions hereof, and the remaining parts or portions shall remain in full force and effect.

Appendix A

REGENCE MEDICAL	2015		2016	
	Plan 1		Plan 2	
			HDHP / HSA	
	Preferred Network/Participating Network	Preferred Network/Participating Network	in network/out of network	
Deductible (Amount Employee Pays)	\$100 Individual	\$250 Individual	\$1,500 Individual	
	\$300 Family	\$500 Family	\$3,000 Family	
Coinsurance - (Employee share of the cost of a covered service - unless specified otherwise)	0% - Physician	0% - Physician	20% - Physician	
	10% - Hospital	10% - Hospital	20% - Hospital	
	40% - Out-of-Network Network	40% - Out-of-Network Network	40% Out-of-Network	
Copay (Amount Employee Pays)	\$20 office visit copay	\$20 office visit copay	N/A	
Out-of-Pocket Maximum: includes Medical and Pharmacy Deductible, Coinsurance and Copays (Amounts the Employee Pays)	\$1,500 Individual	\$1,500 Individual	\$5,000 Individual	
	\$3,000 Family	\$3,000 Family	\$10,000 Family	
Lifetime Maximum	Unlimited	Unlimited	Unlimited	
Preventive Care (Amount Employee Pays)	0% / 100%	0% / 100%	0% / 100%	
	Not Subject to Deductible	Not Subject to Deductible	Not Subject to Deductible	
	Non-Participating Providers are not covered	Non-Participating Providers are not covered	Non-Participating Providers are not covered	
Professional (Amount Employee Pays)	0% / 40% + \$20 co-pay	0% / 40% + \$20 co-pay	20% / 40%	
Emergency Room Copay (Amount Employee Pays)	\$150 co-pay 10% / 10% Facility 0% / 0% Professional	\$150 co-pay 10% / 10% Facility 0% / 0% Professional	20% / 40% Facility and Professional	
Hospital Stay (Plan pays)	90% / 60% Facility 100% / 60% Professional	90% / 60% Facility 100% / 60% Professional	80% / 60%	
Outpatient Surgery (Plan pays)	90% / 60% Facility	90% / 60% Facility	80% / 60% Facility and Professional	
	100% / 60% Professional	100% / 60% Professional		
Lab/X-Ray (Plan pays)	100% / 60%	100% / 60%	80% / 60%	
Vision Exam & Schedule	Not covered for Actives No hardware	Not covered for Actives No hardware	Not covered for Actives No hardware	
Pharmacy (Amount Employee Pays)	100% coinsurance up to:	100% coinsurance up to:		
	Generic: \$5 Max	Generic: \$5 Max		
	Brand - Formulary: \$35 Max	Brand - Formulary: \$35 Max		
	Brand - Non-Formulary: \$60 Max	Brand - Non-Formulary: \$60 Max		
	Specialty - Formulary: \$75 Max	Specialty - Formulary: \$75 Max		

Specialty - Non-Formulary: \$150 Max	Specialty - Non-Formulary: \$150 Max	
Mail Order - 90 days for 2 co-pays	Mail Order - 90 days for 2 co-pays	

Red text is changes for plan designs in 2015 and 2016

GROUP HEALTH MEDICAL			
Medical Benefit Outline	2015	2016	
	Plan 1	Plan 1	Plan 2
	in network/out of network	in network/out of network	HDHP / HSA in network/out of network
Deductible (Amount the employee pays)	\$0 / \$100 - Individual \$0 / \$200 - Family	\$250 - Individual \$500 - Family (deductible waived in network for all outpatient services except ER, outpatient surgery and outpatient lab & x-ray)	\$1,500 - Individual \$3,000 - Family
Coinsurance (Amount the employee pays)	0% / 20%	0% / 20%	20% / 40%
Copay (Amount the employee pays)	\$10 primary / \$10 + 20% \$20 Specialist / \$20 + 20%	\$10 primary / \$10 + 20% \$20 Specialist / \$20 + 20%	N/A 80% / 60%
Out-of-Pocket Maximum: includes Medical and Pharmacy Deductible, Coinsurance and Copays (Amounts the employee pays)	\$1,500 Individual	\$1,500 Individual	\$5,100 Individual
	\$3,000 Family	\$3,000 Family	\$10,200 Family
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Preventive Care (Amount the employee pays)	0% / 0% + \$10 co-pay Not Subject to Deductible	0% / 0% + \$10 co-pay Not Subject to Deductible	0% / 100% Not Subject to Deductible
Professional (Amount the employee pays)	\$10 Primary / \$20 Specialist	\$10 Primary / \$20 Specialist	20%/40%
Emergency Room Copay (Amount the employee pays)	\$150 Co-pay	\$150 Co-pay	(Plan pays) 80%/60% + (Employee Pays) \$75 Co-Pay
Hospital Stay (Amount the plan pays)	100% + (EE pays) \$100 x 3 days/ 80% + (EE pays) \$100 x 3 days	100% + (EE pays) \$100 x 3 days/ 80% + (EE pays) \$100 x 3 days	80%/60%
Outpatient Surgery (Amount the employee pays)	0% + \$100 Co-pay / 20% + \$100 co-pay	0% + \$100 Co-pay / 20% + \$100 co-pay	20%/40%
Lab/X-Ray (Amount the plan pays)	100% / 80%	100% / 80%	80% / 60%
Vision Exam & Schedule (Amount the plan pays)	Annual Exam	Annual Exam	80%/ Not Covered
	\$150 Annual Hardware Allowance	\$150 Annual Hardware Allowance	No hardware
Pharmacy (Amount the employee pays)	\$5 / \$25 / \$50 at GH \$10/ \$30/ \$55 at outside Pharmacy	\$5 / \$25 / \$50 at GH \$10/ \$30/ \$55 at outside Pharmacy	\$10 / \$20 / \$40 at GH \$15/ \$25/ \$45 at outside Pharmacy
	Mail order: 2x for 90 day supply	Mail order: 2x for 90 day supply	Mail order: 3x for 90 day supply

Red text is changes for plan designs in 2015 and 2016.

Tacoma Joint Labor Committee

REPRESENTING

IBEW Local 483, Teamsters Local 117, Teamsters Local 313, WSCCCE Local 120,
IAM District 160, IAFF Local 31 and PTE Local 17

Ballot Instructions and Official Ballot

⇒ **Please Note: This is a referendum mail ballot. Ballots cannot be accepted at the Local Union Office. Ballots must be mailed.**

1. Mark attached ballot **TO ACCEPT** or **TO REJECT**. Do not add any additional marks or comments. Detach ballot from instructions.
2. Insert ballot in the Official Ballot envelope and seal. Place the Official Ballot envelope in the envelope addressed to the Election Committee.
3. To ensure your ballot will be counted **print your name and address on the Election Committee envelope to check against the eligible membership roster.**

IMPORTANT: Mail your ballot in sufficient time to **reach the post office box** no later than 12:00 noon on **November 3, 2014**, at which time they will be picked up.

Ballots will be counted at 5:00 p.m. on November 4, 2014 at the IBEW 483 Local Union Office.

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Y:\SERVER DOCS\Joint Labor\2015\Negotiations\2014-10-22 Ballot\2014-10-22 Mail Ballot & Instructions for TJL.doc

(Detach)

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can I delete?

**Tacoma Joint Labor
January 1, 2015 – December 31, 2016
Contract Vote**

TO ACCEPT []

TO REJECT []

