2019-2020

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

Teamsters Local Union 117
Affiliated with the International Brotherhood of Teamsters

TACOMA VENUES & EVENTS

ORIGINAL

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

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status **on request** providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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TABLE OF CONTENTS

Teamsters Local Union 117
Affiliated with the International Brotherhood of Teamsters
TACOMA VENUES & EVENTS

2019-2020

PREAMBLE 1
ARTICLE 1 - SUBORDINATION OF AGREEMENT 1
ARTICLE 2 - TERM OF AGREEMENT 2
ARTICLE 3 - RECOGNITION AND BARGAINING UNIT 2
ARTICLE 4 - JOINT LABOR COMMITTEE 2
ARTICLE 5 - UNION MEMBERSHIP AND DUES 2
ARTICLE 6 - GRIEVANCE PROCEDURE 4
ARTICLE 7 - WORK STOPPAGES 6
ARTICLE 8 - MANAGEMENT RIGHTS 6
ARTICLE 9 - VISITATION BY UNION REPRESENTATIVES 6
ARTICLE 10 - SAFETY STANDARDS 7
ARTICLE 11 - STANDARD WORKING CONDITIONS 7
ARTICLE 12 - NON-DISCRIMINATION 8
ARTICLE 13 - WORKING CONDITIONS 8
ARTICLE 14 - HOURS OF WORK 10
ARTICLE 15 - SENIORITY 12
ARTICLE 16 - DISCIPLINE 12
ARTICLE 17- SAVING CLAUSE 13
APPENDIX A 15
APPENDIX B 17
INDEX OF LETTERS OF UNDERSTANDING 27

2019-2020
AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
AND
Teamsters Local Union 117
Affiliated with the International Brotherhood of Teamsters

TACOMA VENUES & EVENTS

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and Teamsters Local Union 117 Affiliated with the International Brotherhood of Teamsters (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the city has recognized the Union as the exclusive bargaining representative.

PREAMBLE

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

As a result of negotiations between the City of Tacoma and Teamsters Local Union 117 Affiliated with the International Brotherhood of Teamsters, the parties agree as follows:

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 Tacoma City Charter and the Tacoma Municipal Code. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law, or City Charter are paramount and shall prevail. When any provisions of this Agreement are in direct conflict with the Tacoma Municipal Code, this Agreement shall prevail. When there is ambiguity in the interpretation or definition of terms in this Agreement, Tacoma Municipal Code shall prevail.

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ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2019, to and including December 31, 2020, provided, however, that this Agreement shall be subject to such change or modification as any 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 sixty (60) days prior to the expiration of this Agreement.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose stated in Chapter 41.56 RCW as last amended of all employees of the Tacoma Venues & Events Department employed with the bargaining unit defined by the classifications listed in Appendix A, which shall form a part of this Agreement.

ARTICLE 4 - JOINT LABOR COMMITTEE

Section 4.1 It is the intent of the Union to carry out its responsibilities as a member of the Joint Labor Committee as provided in the Tacoma Joint Labor Agreement; the Tacoma Joint Labor Agreement shall be interpreted to give to said Joint Labor Committee any responsibility or authority extended to the Union as the exclusive bargaining representative by Chapter 41.56 RCW as last amended except as provided in said Tacoma Joint Labor Agreement. In the event there is a conflict between the Tacoma Joint Labor Agreement and this Agreement, the provisions of this Agreement shall prevail. If this Agreement is silent on a specific issue that is covered by the Tacoma Joint Labor Agreement, the Tacoma Joint Labor Agreement shall prevail.

Section 4.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to affect this end.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

Section 5.1 The City recognizes the Union as the exclusive collective bargaining agency for all employees covered by this Agreement.

Section 5.2 It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment

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become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

Section 5.3 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

Section 5.4 Two (2) weeks from the date of the execution of this Agreement the Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hiring date.

Section 5.5 Thereafter, the Employer shall submit to the Union, the names and hiring dates of all new employees and, in addition, any employee rehired. Such written notice shall be submitted to the Union not later than thirty (30) days from the date of employment or re-employment of such employee. This provision shall apply only to employees in the bargaining unit.

Section 5.6 Hiring: When new or additional employees are needed, the Employer may notify the Union of the number and classifications of employees needed. The Union may refer applicants to apply for the vacancies.

Section 5.7 The Employer, upon written authorization of the employee, shall deduct from the first pay received each month by such employee, the Union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

Section 5.8 The Employer will deduct the assessments and monthly dues the first payday in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

Section 5.9 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

Section 5.10 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

Section 5.11 The parties recognize that certain provisions of Article 5 are unenforceable as a result of the *Janus v AFSCME* US Supreme Court decision, and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 5.

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ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1 A grievance under this Agreement is defined as a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized union representative acting on behalf of the employee, or an employee in a recognized classification, or a grievance filed by the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

All grievances must be filed as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 6.2 Any employee having a complaint shall first take up the matter with their immediate supervisor, or the next level of supervision or management within the department. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint shall be processed as follows:

Step 1 The employee and/or their Union representative shall, as soon as possible, but not later than thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance, reduce the matter to written form, stating all facts in detail, section or sections of contract alleged to have been violated and proposed remedy and submit same to immediate supervisor. The supervisor shall within fourteen (14) calendar days, communicate their disposition in detail by letter to the Union Representative.

Step 2 Failing to resolve the grievance in the first step, the Union representative shall, within fourteen (14) calendar days of receipt of the supervisor's disposition take up the matter with the head of the employee's division, or their designated representative. The Division Head shall within fourteen (14) calendar days of receipt of the grievance, communicate their disposition in detail by letter to the Union representative, with a copy to the City's Labor Relations Division. If the matter is not satisfactorily settled or adjusted in this stage, the Union representative shall then process the grievance as provided in Step 3.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the Division Head's disposition take up the matter with the Department Head, or their designated representative. Management shall within fourteen (14) calendar days of receipt of the grievance, communicate their disposition in detail by letter to the Union representative, with a copy to the City's Labor Relations Division. If the matter is not satisfactorily settled or adjusted in this stage, the Union representative shall then process the grievance as provided in Step 4.

Step 4 Failing to resolve the issue in the third step, the Union shall within fourteen (14) calendar days of the Department Head's disposition, contact the City Human Resources Director to arrange a meeting between the Union and the City to discuss said grievance, copying the Department Head and the City's Labor Relations Division. Any grievance filed by the City shall be first considered at this step. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, fourteen (14) calendar days from the time the Union contacts the City, unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the

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grievance, the matter may be submitted to binding arbitration as hereinafter provided for in this Agreement.

The Union representative may submit grievances of disciplinary reductions in pay, suspensions without pay, demotions, or dismissals to the Director of Human Resources, with copies to the Department Head and the City's Labor Relations Division. The Director of Human Resources shall, within twenty-one (21) calendar days of receipt of the grievance, schedule a meeting with the grievant and the Union representative. The Director of Human Resources will issue a written decision to the Union representative and the grievant within fourteen (14) calendar days of the meeting, with copies to the Department Head and the City's Labor Relations Division. For all reductions in pay, suspensions, demotions, or dismissals, the Union may appeal the decision of the Director of Human Resources to binding arbitration. If arbitration is selected by the Union, the employee may not also appeal via the Civil Service Board process.

Section 6.3 Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union and employees represented by the Union and covered by this contract.

Section 6.4 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired.

Section 6.5 - Arbitration Either party may request arbitration of an unsettled grievance by notifying the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under step 4 of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedures.

A list of five (5) arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall meet and each shall strike a name until one (1) arbitrator is selected. Any decision by the arbitrator shall be final and binding upon both parties. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. In the event that the City unsuccessfully challenges an arbitrator's decision in court, or the Union is forced to file an action in court to compel compliance with an arbitrator's award, the Union may seek recovery of attorneys' fees incurred in the court action to the extent such recovery is permitted under RCW 49.48.030 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and the arbitrator's power shall be limited to an interpretation or application of this Agreement.

Section 6.6 It is understood that no disciplinary action by the City shall be considered cause for a grievance, except for appeals of final discipline pursuant to Section 6.2, Step 4 above, unless it is specifically alleged that such action represents an incorrect application of the terms of this Agreement. In no event shall this Agreement alter or interfere with disciplinary procedures heretofore followed by the City or provided for by City charter, ordinance or law, including the

ORIGINAL

procedure for appeals thereof. This clause shall not, however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit.

Section 6.7 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 7 - WORK STOPPAGES

Section 7.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: during the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be appropriately determined by the City.

Section 7.2 It shall not be considered a violation of Section 7.1 if employees covered by this agreement refuse to cross an official picket line recognized by the Joint Council of Teamsters 28 where physical health and safety may be jeopardized by doing so.

ARTICLE 8 - 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.

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 for cause; (d) assign reasonable overtime and relieve employees from duty because of lack of work or other legitimate reasons pursuant to the Personnel Rules; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with City ordinances and Personnel Rules.

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ARTICLE 9 - VISITATION BY UNION REPRESENTATIVES

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. The City official in charge shall be allowed adequate time to make appropriate notifications to security to grant reasonable access. 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. The Union shall furnish the Labor Relations Manager with an up-to-date list of authorized Union representatives or stewards and shall keep such list current. The Labor Relations Division will notify the Union of any changes in its personnel.

ARTICLE 10 - SAFETY STANDARDS

Section 10.1 All work shall be done in a competent and professional manner. The City and Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be strictly complied with and enforced. Safety standards developed which are peculiar to employees represented by the Union shall be incorporated herein by reference.

Section 10.2 Union stewards and/or the Union business representative may attend all safety committees and act as an ex officio member.

Section 10.3 Individuals scheduled to work successive temporary shifts will be required to take a minimum 6 hour rest period between the scheduled temporary shifts.

ARTICLE 11 - STANDARD WORKING CONDITIONS

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

Section 11.1 Requests for Vacation Leave - Requests for time off shall be submitted in writing on the City's vacation request form. Seniority will apply before approval, if multiple employees request the same time off. Once a request is approved by a supervisor or manager bumping

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will not be allowed. All requests will be responded to in writing on the Vacation Request form within thirty (30) calendar days of receipt.

Section 11.2 Holiday Pay - In addition to 8 hours of holiday pay, employees required to work on a holiday shall continue to receive overtime pay at time and one half for all hours worked on the City holiday. .

Employees not scheduled to work on a holiday shall receive eight (8) hours of straight time pay for the City holiday, which shall be considered actual hours worked for purposes of computing overtime beyond forty (40) hours per work week.

ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 Pursuant to RCW 41.56 there shall be no discrimination against Union officers, Union members, or Union activity.

Section 12.2 It is mutually agreed that there shall be no discrimination based on applicable local, state and federal laws. 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. Employees who feel they have been discriminated against or unlawfully harassed shall be encouraged to contact the City of Tacoma Equal Employment Opportunity (EEO) Officer. Nothing in this section shall prohibit employees from seeking relief through other channels.

ARTICLE 13 - WORKING CONDITIONS

Section 13.1 The City shall pay up to two (2) employees in the Local 117 TVE Unit serving on the Union negotiating committee their regular rate of pay for hours missed from their regular shift, 200 total hours spent in formal negotiations between the City and the Union. The Union may add additional members to the negotiating committee who will be required by the City to use their own time to attend when staffing permits.

Section 13.2 - Posting of Agreement and Notices A copy of this Agreement shall be posted in a conspicuous place at major work sites.

A bulletin board will be provided by the City at the Tacoma Dome and the Greater Tacoma Convention and Trade Center for the use of the Union. It shall be maintained, and controlled by the Union. It is understood and agreed that no material shall be posted which is obscene, defamatory, or which would impair TVE operations.

Section 13.3 - Official Notification The employer agrees to provide the Union Business Representative copies of all bulletins and special and general orders pertaining to employees represented by the Union. The Union agrees that it will designate the Union official authorized to sign official Union communications.

The employer agrees to notify the Business Representative Union in writing of intent to terminate, suspend or demote in rank or pay any member of the bargaining unit.

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Section 13.4 - Clothing The parties agree to the following provisions with regard to appropriate uniforms:

- The Department will provide shirts with laundry and mending services.
- The Department will provide ball cap style hat, if requested, but employees will have the option not to wear them. Employees may wear plain black or grey hat.
- Employees will provide their own pants that must be black, jeans or nicer (jeans, chinos, suit pants). No shorts, sweatpants, athletic pants, etc.
- Employees will provide their own footwear, which must be predominantly black, with closed toe/heel. (Shoes with company emblem like a Nike swoosh in white are acceptable.)
- The Department will provide a two hundred dollar ($200.00) annual stipend for the employee's purchase of the pants and shoes described above. This amount will be paid in the pay period number 01 of each calendar year to employees in the bargaining unit as of January 1 of the applicable calendar year.
- Employees hired between January 1 and June 30 of each calendar year of the Agreement will receive the entire stipend of $200. Employees hired between July 1 and December 31 of each calendar year of the Agreement will receive one half of the stipend, $100.
- The Department will replace damaged and unserviceable clothing or shoes purchased with the stipend, with prior approval of the Operations Manager or their designee. Employees must provide receipt of original purchase. The City will replace damaged or unserviceable clothing up to a total of $100/employee per calendar year.

Section 13.5 When an employee is required to use their private vehicle for job related transportation they shall be reimbursed pursuant to Section 1.12.100 of the Tacoma Municipal Code which provides for reimbursement at the Internal Revenue Service approved amount per mile for such approved usage. City vehicles and public transportation are ordinarily available for employee use to and from other job sites. If an employee uses their private vehicle for job related transportation and is involved in a motor vehicle accident, pursuant to City policy (3.01) and TMC 1.12.920, an employee's personal automobile insurance carrier will be responsible first.

Section 13.6 Department Vacancies shall follow the Civil Service process.

Section 13.7 - Employee Privileges The City assures the Union that its intention in executing this Agreement is not to arbitrarily cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

Section 13.8 - Employee-Management Committee The City and the Union agree that it is in the best interests of both parties to maintain an Employee-Management Committee for the purpose promoting communication and resolving problems of mutual concern. The Employee-Management Committee shall be established consisting of three members of Labor, (the Union Business Representative or a designee, and two bargaining unit employees appointed by the Union;) and the City Labor Negotiator along with two management personnel.

The Committee shall be advisory in nature and will meet as needed to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

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The Committee shall establish its own rules of procedure and time and place of meetings. Chairmanship of the Committee rotates between Labor and Management.

Section 13.9 TVE Layoffs

A. Lay-offs per TMC 1.24.900 -- will be by inverse order of seniority as provided for in the Personnel Rules. 1.24.900-B -- Ties in seniority will be broken by using the highest of the last four digits of employees' social security numbers. Employees on lay off status have the first right of refusal for any temporary work before employees of a temporary staffing agency can be used.

B. Employees who accept voluntary demotion in lieu of lay-off will be maintained on the recall list to their previously held, non-probationary position for two (2) years.

Section 13.10 CPR/AED Certifications

The City agrees to provide CPR/AED training for all staff working under this agreement. Further, the City agrees to pay for all costs associated, including time spent, to maintain the employees CPR/AED certifications, when management deems it necessary to re-certify.

The City agrees to reimburse any employee required, by management to attain and maintain a boilers license for the cost of the license within thirty (30) business days of receipt. Employees requesting reimbursement shall sign a Payroll Deduction Authorization form at the time of submittal authorizing the City, should the employee leave employment within nine (9) months of reimbursement, the City shall have the right to withhold the full cost of the license from the employee's last check.

ARTICLE 14 - HOURS OF WORK

The work week shall be defined as Monday at 00:00hrs through Sunday at 23:59hrs. Work in excess of forty (40) hours in a work week and for hours worked beyond twelve (12) consecutive hours in a work shift shall be compensated at time and one half. Work beyond twelve (12) consecutive hours in one day shall count as daily overtime, but not pyramid to count towards overtime beyond forty (40) hours per week. Compensatory time off may be allowed with management approval.

Section 14.1 The Union and the City acknowledge that the nature of the work is such that many events and event working hours cannot be anticipated in advance. Recognizing this fact, the City will post tentative working hours two (2) weeks in advance. Such hours are not to be interpreted as a guarantee of working hours, or days off, for any TVE employee. In the event the City does not post the work hours two (2) weeks in advance, the first shift worked in the un-posted week shall be paid at time and one-half.

Section 14.2 In the event the posted schedule is changed with less than forty-eight (48) hours of notice, the first shift worked will be paid at the overtime rate, provided that the City may change reporting hours of two hours or less, or to comply with Section 14.3, without penalty as provided herein. The City agrees not to cancel shifts arbitrarily to avoid overtime, except when there is not sufficient work for scheduled employees.

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Section 14.3 Work on the 6th day of work during a week shall be paid at the time and one half (1-1/2) rate. Work on the 7th day of work during a week shall be paid at double time. However, the City shall not be penalized for work on formerly scheduled days off when shifts are changed as provided for herein.

Section 14.4 Employees shall not be scheduled to work beyond 16 hours in any 24 hour period.

Section 14.5 Employees while on their two consecutive days off, shall have a reasonable expectation to have between 52-56 hours between scheduled shifts. Nothing herein prohibits time off in excess of 56 hours off during the two consecutive days off. If for an exigent scheduling reason it is less than 48 hours, the employee shall receive overtime compensation on the first subsequent shift. The City shall schedule each employee with a minimum of two consecutive days off, twice in a pay period, plus or minus one day. Except the Electrician and HVAC Mechanics during peak seasons who shall at those times continue to have 32 hours between shifts on non-consecutive days off, and 56 hours between shifts for consecutive days off.

Consistent with the intent of this Section 14.5, above, a day off scheduled immediately prior to, and a day off scheduled immediately after, a City of Tacoma observed holiday, when the holiday is not a scheduled work day for an affected employee, shall satisfy the requirement for two (2) consecutive days off for that employee per Section 14.5 of the CBA.

Section 14.6 Bargaining unit members will be given the first right of refusal for all available overtime shifts for their classification, that call for less than ten (10) temporary employees, with seniority as the tie breaker in the event that two or more employees wish to work the available shift. Bargaining unit members who volunteer to work available shifts will receive the appropriate amount of compensation based on their hours worked for the day, for the week, or that the work is on their 6th working day or 7th working day. Volunteers will not receive L12 or L48 overtime when they choose to work available shifts that are either less than twelve (12) hours from the end of their prior shift or less than twelve (12) hours in advance of their next shift, or with less than forty-eight (48) hours of notice. Temporary employees may be used for all shifts that bargaining unit members refuse, and the Union will not consider the use of temporary employees, under these circumstances, to be skimming of bargaining unit work. HVAC Mechanics and Electricians are not eligible for temporary shifts.

Section 14.7 Use of temporary employees in excess of 2080 shift hours per year, per classification, will require City to add one additional full time employee in the particular classification exceeding that amount. Any use of temporary employees will count toward the 2080 hours in a particular classification, except the calculation of 2080 shift hours per classification will only include one position of the mass calls of temporary employees. A mass call is defined as any shift/assignment calling for the use of eight (8) or more temporary employees. The year for this Section is defined as September 1st through August 31st. Full time employees added by the City by the language of this Section are expected to have a start date no later than the next January 1st following the determination of a requirement to add those full time employees.

Section 14.8 Use of Non-117 Staff Consistent with established past practice, the Parties agree that TVE will continue to utilize non-bargaining unit staff to assist 117 represented staff on occasions of short duration with urgent need. The purpose of this Section 14.8 is to supplement the work and not supplant bargaining unit work. An example of such an occasion is removing chairs from the arena floor between events.

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Section 14.9 Shift Differentials In lieu of shift differential pay, now and in the future, the 2014 – 2016 Collective Bargaining Agreement increased the base rate of pay for all employees equal to $0.10 per hour, per classification.

Section 14.10 TVE employees covered by this Agreement who have worked an eight or more hour shift shall receive a twelve (12) hour break prior to working a subsequent shift. Employees not receiving a break of twelve (12) hours between shifts shall be paid time and one half for the subsequent shift.

Section 14.11 The City expects employees to take their breaks and lunch periods during each shift. Employees during regular shifts shall normally have two (2) fifteen (15) minute paid rest breaks. The first such break shall be taken at approximately two (2) hours into the shift and the second approximately six (6) hours into the shift, such rest breaks are to be in addition to the normally scheduled one-half (1/2) hour unpaid lunch break. The City shall make a reasonable effort to assign employees their lunch period during the middle third of their shift, and not to interrupt the employee's lunch period. All lunch breaks during regularly scheduled shifts will be unpaid. Employees who are directed by a supervisor or manager to work through their breaks or their lunch period during the middle 3rd of their shift shall have the missed breaks or lunch added to their working time for the shift. Employees who are scheduled to work a 15 hour shift shall receive an additional unpaid lunch period. When the electrician is not able to take a normal unpaid lunch break, due to the business needs of the employer, the employee will receive a paid one-half (1/2) hour lunch period.

Section 14.12 Employees shall have a fifteen (15) minute paid rest break before starting overtime work immediately following their regularly assigned shift, unless the anticipated overtime incurred does not exceed one hour in duration. After overtime work of three (3) hours duration, employees shall have a one-half (1/2) hour paid lunch break. In the event the work situation prohibits the taking of an overtime rest break or overtime lunch break, such break time loss shall be paid at the overtime rate in addition to time worked.

Section 14.13 If an employee works on an emergency callout four or more hours immediately prior to a regular shift they will receive a fifteen (15) minute paid break prior to starting the regular shift. When required to work overtime three or more hours beyond regular shift, the employer will reimburse reasonable meal expense or provide a meal. Reasonable meal expenses shall be reimbursed upon presentation of a receipt and completion of the proper city reimbursement form. Employees working on a scheduled overtime day shall only be entitled to meal reimbursement or a meal in the event they work ten or more hours.

Section 14.14 Any unused compensatory time will be paid out at the end of the calendar year in which it is earned.

ARTICLE 15 - SENIORITY

The City and the Union agree that seniority shall be determined as date of hire within the classification. In the event two (2) or more employees were hired on the same date, the employee with the highest last four digits from their social security number shall be considered the most senior.

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ARTICLE 16 - DISCIPLINE

Section 16.1 - All discipline covered by this Article shall be for cause. Prior to imposition of discipline that affects a property right, employees will have the right to a pre-disciplinary hearing (Loudermill hearing) in front of the department head or their designee.

Section 16.2 - Any permanent employee in the classified service may utilize the grievance procedure Article 6, Step 4, herein to appeal a disciplinary reductions in rank or pay, suspensions without pay, demotions, or dismissals. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under any Civil Service Board procedure.

A. The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said actions shall state, in writing to the employee and the Union, the reason(s) for such action. The Employer agrees that all disciplinary actions and letters of reprimand are considered grieved if used to support a suspension, discharge, or demotion and will be subject to "Just Cause".

B. The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer will inform the employee of this right and shall, upon request by the employee, provide Union representation; failure to inform the employee shall not be subject to the grievance procedure. An employee who waives this right shall acknowledge such in writing. Employees may elect to submit a rebuttal letter in response to any corrective action, which shall be signed by the employee, and which shall be maintained in the employee's personnel file.

C. All letters of reprimand, suspensions and/or discharges must be issued within sixty (60) calendar days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties.

D. If no additional discipline occurs during the twelve (12) months following issuance of a letter of reprimand, it shall no longer be used for the purpose of progressive discipline. If no additional discipline occurs in the thirty-six (36) months following a suspension, it shall no longer be used for the purpose of progressive discipline.

Section 16.3 - In utilizing the grievance procedure the grievance shall first be heard at the Human Resources Director level, Step 4.

ARTICLE 17- SAVING CLAUSE

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

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EXECUTED THIS 15th DAY OF February, 2019.

City of Tacoma,
a municipal corporation

City Manager

Senior Labor Relations Manager

Finance Director

Approved as to form:

Deputy City Attorney

Attest:

1/31/19
ACTING CLERK
City Clerk

Teamsters Local Union 117 Affiliated with
the International Brotherhood of Teamsters

John Scearcy, Secretary-Treasurer

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APPENDIX A

Whichever is later, effective January 1, 2019, or upon ratification the TVE Custodian, TVE Maintenance Chief, TVE Maintenance Chief Assistant, TVE Maintenance Worker I and TVE Maintenance Worker II classifications covered by this agreement shall receive a one and one-half percent (1.5%) salary increase.

Whichever is later, effective January 1, 2019, or upon ratification the TVE Electrician and TVE HVAC Mechanic classifications covered by this agreement shall receive a three percent (3%) salary increase.

In addition, all bargaining unit employees who are actively employed as of January 1, 2019 shall receive a one-time lump sum payment of one hundred dollars ($100.00), to be paid in the first pay period of 2019 or upon ratification, whichever is later.

Code	Job Title	1	2	3	4	5	6
62250	TVE Custodian	16.88	17.72	18.62	19.55	20.52	
50510	TVE Electrician	29.08	30.53	32.06	33.66	35.34	
50500	TVE HVAC Mechanic	28.47	29.90	31.40	32.97	34.62	
50480	TVE Maintenance Chief	31.64	33.21	34.88	36.62	38.46	
50490	TVE Maintenance Chief, Assistant	25.83	27.12	28.49	29.91	31.40	
60140	TVE Maintenance Worker I	17.71	18.60	19.54	20.51	21.54	
60150	TVE Maintenance Worker II	22.55	23.67	24.86	26.10	27.41	28.78

*Criteria for TVE Maintenance Worker II step 6 is provided in paragraph A below.

Effective January 1, 2020, the TVE Custodian, TVE Maintenance Chief, TVE Maintenance Chief Assistant, TVE Maintenance Worker I and TVE Maintenance Worker II classifications covered by this agreement shall receive a one and one-half percent (1.5%) salary increase.

Effective January 1, 2020, the TVE Electrician and TVE HVAC Mechanic classifications covered by this agreement shall receive a three percent (3%) salary increase.

Application of Rates:

A. A TVE Maintenance Worker II tasked to perform the work of a welder, rigger, or carpenter, will be compensated at Step 6, for all hours where the specialty work is performed.

B. When a TVE Maintenance Chief is absent for one (1) day or more, and the TVE Assistant Maintenance Chief is also absent, the employee assigned to the function shall be paid as a TVE Assistant Maintenance Chief, paid at the closest step in the TVE Assistant Maintenance Chief pay range to the employee assigned. Management retains the right to appoint on the basis of the best qualified.

C. Employees working atop the suspended grid in the Tacoma Dome arena are eligible to receive height pay provided in Tacoma Municipal Code 1.12.170 for hours spent atop the grid.

D. As per Ordinance 20938, all of the above classifications shall receive longevity as follows:

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1% of base pay with aggregate service of 5 through 9 years of service
2% of base pay with aggregate service of 10 through 14 years of service
3% of base pay with aggregate service of 15 through 19 years of service
4% of base pay with aggregate service of 20 or more years of service

Longevity pay shall be computed on base rates only.

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APPENDIX B

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2019:

3.4 Payroll Deduction.

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

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

ARTICLE 6 - ENUMERATION OF BENEFITS

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

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement,

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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 $40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.

6.2.5 Wellness Credit. Employees participating in wellness will receive a $20 per month credit toward their premium contribution for medical

ORIGINAL

insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a $40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

a. Employees Who Participate in Wellness – $1250 per year for employees selecting employee-only coverage; $2500 per year for employees insuring one or more dependents.

b. Employees Who Do Not Participate in Wellness – $500 per year for employees selecting employee-only coverage; $1000 per year for employees insuring one or more dependents.

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

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the

ORIGINAL

applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.

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

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

ORIGINAL

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:

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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

ORIGINAL

time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of $596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be $23.84, the deduction from sick leave and/or PTO would be $596/$23.84=25 hours.

6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.

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

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

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

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service 1% per month

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From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

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

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

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

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

ORIGINAL

should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to $3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.

b. Review all Health Trust Fund/Flex Account balances monthly.

c. Review experience reports monthly.

6.15.2 Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

INDEX OF LETTERS OF UNDERSTANDING

Subject	Date Signed

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

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES[1]

The Union recommends employees take the following steps to protect their jobs[2]:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.

2. If you are unable to obtain representation before entering the meeting, you should:

   a. Ask whether you are free to leave the room if you choose to do so;

   b. Ask whether anything said at the interview could lead to disciplinary action or discharge;

   c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;

   d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;

   e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

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1 These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

2 These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

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