

Legislative Draft

~~2008—2010~~2011 – 2014

AGREEMENT

BY

CITY OF TACOMA

AND

~~INTERNATIONAL FEDERATION
OF PROFESSIONAL & TECHNICAL
ENGINEERSEMPLOYEES
LOCAL 17, AFL-CIO~~

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2008—20102011 – 2014
AGREEMENT

By and Between

CITY OF TACOMA and
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
EMPLOYEES LOCAL 17 AFL-CIO

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City), and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS EMPLOYEES LOCAL 17 AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

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

ARTICLE 1 - SUBORDINATION OF AGREEMENT

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

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

Section 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees within the bargaining units defined by the classifications listed in the Appendices to this Agreement; namely, Appendix A -Supervisors' Unit, and Appendix B - Technical Unit.

Section 2.2 Bargaining units may be amended during the term of this Agreement where the Union has established that it represents a majority of employees in a classification to be added to the bargaining unit; majority status for representational purposes shall be determined through the procedures as set forth in Chapter 41.56 RCW. Classifications added to the bargaining unit shall be covered under the full terms of this Agreement, where salaries shall remain in effect except as modified in subsequent agreements.

Section 2.3 Recognition as exclusive bargaining representative shall be interpreted to mean that the City will make no change in working conditions pursuant to RCW 41.56.

Section 2.4 Those duties performed by employees within the bargaining units shall be assigned to a classification. Classifications and specifications shall be those in effect and approved by the Human Resources Director. Employees shall not normally be assigned duties foreign to their classification concept or specifications.

Section 2.5 Where those duties currently being performed by employees in the bargaining units are assigned to a new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for the new classification. The parties agree to negotiate salaries for job classifications that have been materially changed during the term of the contract. In this regard, should negotiations result in no agreement on a new salary for the changed class, the issue shall be referred within thirty (30) days after negotiations have been requested, to mediation.

Section 2.6 The City will, in a timely manner, provide the Union the names and addresses of new hires into bargaining unit classifications on a monthly basis.

ARTICLE 3 - JOINT LABOR COMMITTEE

Section 3.1 It is the intent that the Union carry out its responsibilities as a member of the Joint Labor Committee as provided in the Master Agreement between the Union and the City. Nothing contained in this 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 Master Agreement.

Section 3.2 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 effect this end.

ARTICLE 4 - UNION MEMBERSHIP AND DUES

Section 4.1 It shall be a condition of employment that all employees of the City covered by this Agreement who voluntarily become members of the Union in good standing on or after the effective date of this Agreement, shall remain members in good standing during the term of this Agreement.

Section 4.2 It shall be a condition of employment that all employees of the employer, 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 or before the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular dues to the Union as a contribution towards the administration of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement hired, promoted, demoted, transferred, reinstated, or reclassified into a position included in the bargaining unit on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues and initiation fees to the Union as a contribution towards the administration of this Agreement. It shall also be a condition of employment that temporary employees covered by this Agreement hired into a position included in the bargaining unit on or after its effective date shall, by the one hundred-twentieth (120th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues and initiation fees to the Union as a contribution towards the administration of this Agreement. Provided: Employees who petition and are determined by the Public Employment Relations Commission to satisfy the religious exception requirements of RCW 41.56.122 shall pay an amount equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues. If the employee and the bargaining representative do not reach an agreement on the non-religious charitable organization, the Public Employment Relations Commission shall designate the non-religious charitable organization.

Section 4.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 4.4 The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union, or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City.

Section 4.5 The Union agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to abide by Section 4.2 of this article. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' notification of the Union's intent to issue discharge action and during this period the employee may make restitution in the amount which is overdue. If restitution has not been made in that thirty (30) day period, the employee shall be discharged immediately.

The Union further agrees that in the event that the City undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any.

Section 4.6 Upon written request by the Union to the Human Resources Director the Human Resources Department will provide the Union with a copy of an approved requisition for classifications covered under this agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 A grievance under this Agreement is defined as an alleged violation of a specific Article of this Agreement.

Section 5.2 Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

Section 5.3 Filing and response time limits shall be met by mailing, in-person delivery of a written document, facsimile transmission, or e-mail followed-up with a phone call confirmation to the appropriate manager. Receipt shall be considered the day of actual receipt. Both parties are responsible for ensuring that the grievance is filed with the appropriate City official. Every effort will be made to settle the grievance at the lowest possible level of supervision at which there is authority to resolve the grievance.

Section 5.4 Failure by the non-grieving party to comply with any of the time lines shall constitute the right of the grieving party to proceed to the next step.

Section 5.5 At any step of the grievance process, time limits may be extended by mutual agreement between the City and the Union.

Section 5.6 By mutual agreement, at any point in the process, a grievance may be submitted to mediation. Each party shall bear the expense of its own representation and all other expenses incidental shall be divided equally.

Section 5.7 The steps of the grievance process are as follows:

- Step 1 Within thirty (30) calendar days after an employee could have reasonably known of the occurrence giving rise to the grievance, the employee, and/or the Union representative and the supervisor shall meet to discuss the grievance. Otherwise, the right to file a grievance is forfeited. Within fourteen (14) calendar days thereafter the supervisor shall respond to the grievance.

- Step 2 Failing to resolve the grievance in the first step, the employee, or the Union representative shall, within fourteen (14) calendar days from the receipt of the immediate supervisor's response, reduce the matter to written form, stating all facts in detail, citing contract section or sections violated and a proposed remedy, and submit same to the appropriate manager. Within fourteen (14) calendar days thereafter, the manager shall provide a written disposition to the Union representative and the employee.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within fourteen (14) calendar days of receipt of the manager's disposition, submit the grievance in writing to the head of the employee's department (General Government) or division (Utilities) with a copy to Human Resources. Within fourteen (14) calendar days thereafter, management shall respond in writing to the Union representative and employee.

Step 4 Failing to resolve the grievance in the third step, the Union representative shall, within fourteen (14) calendar days of receipt of the Department Head's or Division Head's disposition, submit the grievance in writing to the Human Resources Director. Within fourteen (14) calendar days thereafter, the Human Resources Director shall respond in writing to the Union representative and employee.

Step 4-5 Grievances that are subject to arbitration may be submitted to mediation by either party. Each party shall bear the expense of its own representation and all other expenses incidental to the mediation shall be divided equally. The party seeking mediation must give notice of its intention to mediate within twenty-one (21) calendar days of the Step 3-4 response.

Section 5.8 Grievances not resolved may be referred to arbitration by the Union. The Union shall give notice to the Human Resources Director of its intention to arbitrate within forty-five (45) working days following completion of steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or Federal Mediation and Conciliation Service (FMCS), both parties shall meet and each shall strike a name until one (1) arbitrator is selected. If the parties cannot agree in one (1) day on the agency to provide the list, FMCS shall provide the list. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representative and all other expenses incidental to the arbitration shall be divided equally.

Section 5.9 In arbitration, it is understood that the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify this Agreement, and his power shall be limited to an interpretation or application of this Agreement. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator. If either party shall fail or refuse 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.

Section 5.10 Any and all grievances resolved by agreement of all parties 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 5.11 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.

Section 5.12 It is understood that no disciplinary action by the City shall be considered cause for a grievance 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 procedure heretofore followed by the City or provided for by City Charter, ordinance, or law, including the 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.

ARTICLE 6 - WORK STOPPAGES

Section 6.1 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, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the City.

Section 6.2 It shall not be considered a violation of Section 6.1 herein above if employees covered by this Agreement refuse to cross a bona fide picket line sanctioned by the Pierce County Central Labor Council or where their physical health and safety will be jeopardized by doing so.

Section 6.3 The City agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 7 - MANAGEMENT RESPONSIBILITY

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to, the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules, and the terms of this Agreement.

ARTICLE 8 - UNION REPRESENTATION

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

Section 8.2 The Union shall have the right to appoint ~~up to twenty~~ stewards at any location ~~(not to exceed fifteen in number)~~ where members are employed under the terms of this Agreement. ~~The s~~Stewards shall ~~see~~ensure that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours. ~~The department shall be furnished with the names of stewards so appointed.~~ The Union shall provide the City ~~an up to date~~with a current list of all shop stewards.

Section 8.3 Under no circumstances shall the department dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

Section 8.4 Bulletin Boards: The City agrees to provide suitable space for posting by the Union. Such postings to be confined to official business of the Union. Copies of the Agreement shall be posted on such bulletin boards and will be provided by the City. The Union may provide its own bulletin board for its exclusive use in each work area. In such cases the City will determine which City worker(s) will install the Union bulletin boards

Section 8.5 Negotiations: A total of six representatives will be allowed to participate in negotiations on paid release time, during the employees' normal work hours. ~~Representatives will include one employee from the supervisors unit, one each from the Light Division and Water Division and three (3) from the various Public Works Divisions.~~ Up to two additional employees may be added to the bargaining team provided ~~the Union reimburse the City for their expenses they utilize paid time off or vacation time.~~

Section 8.6 Leave for Union Representative: The City, upon request, may grant a leave of absence without pay, for the period covered by this agreement, without loss of civil service status and/or without loss of continued accrual of seniority and aggregate City service or tenure status for all purposes to no more than one employee of the City who is a member of the Union and whom the Union may desire to have act as its union representative to be engaged in the business of the Union. Requests will be considered in good faith and denials will not be arbitrary or capricious.

ARTICLE 9 - SAFETY STANDARDS

Section 9.1 All work shall be done in a competent manner.

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

Section 9.3 Representation on Safety Committees: The Union Representative may attend all safety committee meetings involving employees covered under this agreement and act as an ex officio member of those committees. If a member of the Union is not an elected committee member through an annual election then the shop steward within his/her division/section may attend the safety meeting in his/her division/section and act as an ex officio of that committee. The City will make a good faith effort to send advance notice of committee meetings to the Union office. On or after March 1 of each year and upon written request to the Human Resources Director the City will provide a list of safety committee representatives for departments/divisions with employees covered under this agreement.

Section 9.4 An agreed upon list of standing safety meetings will be placed on the Intranet.

Section 9.5 Fatigue Time Any employee who works overtime immediately and continuously following his/her shift, and works to within six hours of his/her next scheduled shift or beyond, may report to work six hours later upon notification to his/her supervisor. The City will pay up to four (4) hours at the straight time rate for this “rest” time if it occurs during their scheduled shift on a work day. Employees will use accrued sick leave, PTO or vacation pay to cover the remaining time off.

Section 9.6 Boot Allowance: ~~Field personnel~~ Bargaining unit members required to wear safety related footwear in the performance of assigned duties shall receive an annual allowance of \$300 ~~for clothing and safety related footwear.~~ Appropriate footwear purchased by employees must meet the criteria set forth by the City Safety Officer. The City will continue to provide Personal Protective Equipment as required by applicable safety codes such as hard hats and safety vests, but not including footwear. ~~This section does not prohibit Departments from providing gear in addition to the allowance.—In those instances where the City decides to provide additional gear it does not establish a past practice or expectation of additional allowance. This amount will be paid the first pay period of the month following ratification of the contract and the second pay period in January thereafter.~~

1. Bargaining unit members in the following classifications are eligible to receive the boot allowance.

<u>Job Code</u>	<u>Title</u>
<u>2005</u>	<u>Assistant Chief Surveyor</u>
<u>2015</u>	<u>Assistant Construction Inspector</u>
<u>2045</u>	<u>Associate Construction Manager</u>
<u>2101</u>	<u>Building Inspector</u>
<u>2003</u>	<u>Chief Of Party</u>
<u>2102</u>	<u>Code Inspector Supervisor</u>
<u>5006</u>	<u>Community Service Work Crew Leader</u>
<u>2104</u>	<u>Construction Inspection Supervisor</u>
<u>2016</u>	<u>Construction Inspector</u>
<u>2043</u>	<u>Construction Manager</u>
<u>2046</u>	<u>Engineering Construction Coordinator</u>
<u>2019</u>	<u>Engineering Instrumentation Technician</u>
<u>6020</u>	<u>Facilities Maintenance & Repair Supervisor</u>
<u>5042</u>	<u>Grounds Maintenance Supervisor</u>
<u>5018</u>	<u>Landfill Supervisor</u>
<u>2119</u>	<u>Mechanical Inspector</u>
<u>2122</u>	<u>Senior Inspector</u>
<u>5028</u>	<u>Sewer Transmission System Maintenance Coordinator</u>
<u>5017</u>	<u>Solid Waste Collection Supervisor</u>
<u>5037</u>	<u>Solid Waste Route Supervisor</u>
<u>0625</u>	<u>Source Control Representative</u>
<u>0626</u>	<u>Source Control Representative, Senior</u>

5026	Street Maintenance Supervisor
2001	Survey Technician II
2002	Survey Technician III

2. [Bargaining unit members not identified in the list above may submit a request to their manager who will determine whether they are required to wear safety related footwear in the performance of their duties.](#)
3. [If the manager determines that they are required to wear safety related footwear, the manager will also determine whether to supply footwear, or to provide the boot allowance.](#)
4. [All eligible employees hired between January 1 and June 30 of each calendar year of the Agreement will receive the entire boot allowance amount of \\$300. Employees hired between July 1 and December 31 of each calendar year of the Agreement will receive one half of the boot allowance, an amount equal to \\$150. Payment for newly hired employees who qualify for boot allowance will be made upon receipt of request from the employee or the department.](#)
5. [All employees receiving the boot allowance specified in 9.6 above, will be required to wear safety footwear and protective gear as required by applicable safety codes. Employees are expected to wear boots that are in serviceable condition.](#)

[Section 9.7 Clothing Reimbursement Employees in the classifications of Parking Enforcement Officer \(0070\) and Parking Enforcement Officer, Lead \(0071\) will receive a clothing/shoe reimbursement up to \\$450.00 per year, which may be used for shirts, pants, shorts, shoes, coats, gloves, earmuffs, hats, and/or rainwear.](#)

ARTICLE 10 - STANDARD WORKING CONDITIONS

[Section 10.1](#) The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code, as now enacted or hereafter amended, is hereby incorporated as part of this Agreement for the purpose of information for members of the Union.

1. At the time of hire, employees may voluntarily select between the Personal Time Off (PTO) and the Vacation/Sick leave plan.
2. Employees currently in the bargaining unit will be allowed to transfer into the Personal Time Off plan.
3. Employees in newly accreted/organized classification will be allowed to transfer into the Vacation/Sick plans from the Personal Time Off (PTO) plan.
4. Employees who were provided with the option and have elected to convert from the traditional sick/vacation leave plans to the Personal Time Off (PTO) plan or who were hired subject to the provisions of the PTO plan, who later became represented by Local 17 shall be able to elect to remain on the PTO plan or convert to the sick/vacation leave plans.

5. Such transfers shall be initiated by the employee completing a form provided by Human Resources.

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Section 10.2 Pursuant to Tacoma Municipal Code 1.12.248, bargaining unit members who elect the Personal Time Off (PTO) plan, shall accrue Personal Time Off hours for each biweekly pay period in which he or she has been in paid status, pursuant to the following schedule based on aggregate City service. The Personal Time Off plan is in lieu of Vacation and Sick leave plans.

Completed Years of Aggregate Service	No. of 8-Hour Days per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	18	5.54
Completion of years 4, 5, 6, 7	21	6.46
Completion of years 8, 9, 10, 11, 12, 13	23	7.08
Completion of years 14, 15, 16, 17, 18	26	8.00
Completion 19 years	27	8.31
Completion of 20 years	28	8.62
Completion of 21 years	29	8.92
Completion of 22 years	30	9.23
Completion of 23 years	31	9.54
Completion of 24 years	32	9.85
Completion of 25 years	33	10.15
Completion of 26 years	34	10.46
Completion of 27 years	35	10.77
Completion of 28 years or more	36	11.08

- A. Each employee may accrue a maximum of 960 hours of Personal Time Off (PTO).
- B. Planned PTO 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. Planned PTO shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.
- C. Requests for PTO shall be turned in prior to ~~April 1~~February 1 of each year. Assignments of PTO shall be based on seniority in each classification. All requests received after ~~April 1~~February 1 will be allowed as openings occur based on date and time of submittal (first come – first served).

Section 10.3 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

A. Rate of accrual of vacation leave.

Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service.

Years of Service	Accrued Hours Per Pay Period	Days of Vacation Leave
0 – 3	3.69	12
4 - 7	4.60	15
8 - 13	5.22	17
14 - 18	6.14	20
19	6.45	21
20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8.00	26
25	8.31	27
26	8.62	28
27	8.93	29
28 or more	9.24	30

The appropriate bi-weekly accrual shall be credited for each biweekly 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 will be completed.

- B. No employee shall earn more vacation in any one (1) 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.
- C. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
- D. 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.
- E. Vacation requests shall be turned in prior to ~~April 1~~February 1 of each year. Assignments of vacation shall be based on seniority in each classification. All requests received after ~~April 1~~February 1 will be allowed as openings occur based on date and time of submittal (first come – first served).

Section 10.4 Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per eighty (80) hours in paid status. There is no limit to the number of days sick leave an employee may accrue.

- B. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of 25 percent 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 (10) percent of his/her sick leave accruals, up to a maximum accrual of 120 days.

Section 10.5 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.090 provides in part:

- 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.
- B. 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.
- C. After the payment and use of the one hundred-twenty (120) working days, charges shall be made against sick leave accruals, if any, at the rate of one-half (1/2) day per day for any further time loss due to the injury. Sick leave shall be charged at a rate of four (4) hours per working day. Compensation, however, shall be as provided in paragraph B.
- 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.
- E. For the purposes of this section, regular normal pay shall be that rate of the classification in which the employee was working in on the date of the on-the-job injury.

Section 10.6 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.200 provides in part that the following and such other days as the City Council, by resolution, may fix are holidays for all regularly full-time employees (except certain Tacoma Belt Line Railway employees) of the City and shall be granted employees:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Fourth of July
Labor Day (1st Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. Such additional holidays shall be scheduled so as to meet the operating requirements of the City and, as far as practicable,

the preferences of the individual employees. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement.

An employee working on a City recognized holiday shall be compensated at one and one-half times the regular rate, in addition to receiving holiday pay. An employee working on the actual hours of Thanksgiving Day or December 25th shall be compensated at two (2) times the regular rate, in addition to receiving holiday pay if the day is also a City recognized holiday.

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

Section 10.8 Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement. The City will pay fifty percent (50%), or more, as budgeted therefore, of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is equal to one times his/her annual salary rounded to the next highest thousand dollars.

Section 10.9 Overtime compensation shall be in accordance with Section 1.12.080 of the Tacoma Municipal Code, as the same now exists or as hereafter amended. All work performed on the second consecutive scheduled day off shall be either paid at double time (2X) or equivalent compensatory time accrual. Compensatory time may only be earned with prior approval from the General Government Department/TPU Division Head or designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. Time worked on the third consecutive day off for alternative schedules shall be paid at time and one-half unless the employee also worked the second consecutive day off, if so, the time worked shall be at the double time rate of pay.

Section 10.10 Family and Medical Leave: Leave will be granted pursuant to Personnel Management Policy #120. The employer shall authorize leaves of absences to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this agreement and other relevant statutes.

Section 10.11 Layoff: Any layoffs necessary in this bargaining unit will be made pursuant to Section 1.24.900 of the Personnel Rules.

Section 10.12 Bus passes: Bus pass reimbursement will be made pursuant to Section 1.12.110.G of the Compensation Plan.

ARTICLE 11 - NONSTANDARD WORKING CONDITIONS

Section 11.1 - Vacation Leave Scheduling - Employees who desire to take their vacation at a specific period and time may submit to Management in writing their request prior to ~~April~~ February 1 for the year in which such vacation will fall. Such employees shall have priority and shall be granted vacation insofar as possible for the time requested. Should it be necessary for Management to cancel a previously scheduled vacation due to work load requirements, the employee's vacation will be given priority for rescheduling.

This Section will not deny an employee the opportunity to request vacation leave at any time, but the decision for approval is retained by Management based on department requirements.

Section 11.2 - Hours of Work Schedules may consist of eight (8) consecutive hours for five (5) shifts, ten (10) consecutive hours for four (4) shifts, or eighty (80) hours worked in nine (9) shifts, excluding the meal period or any other mutually agreed to flexible schedule.

Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act.

An unpaid lunch period, not to exceed one (1) hour, shall be provided for employees during each regular shift. Whenever possible, the lunch period shall be scheduled at or near the middle of each shift.

For employees working five (5) consecutive eight (8) hour shifts, where it can be arranged without impairment of the work or service to the public, Department Heads may alter lunch schedules to provide the majority of employees to end the day at 4:30 p.m. It is to be emphasized, however, that the offices must be open and staffed from 8:00 a.m. to 5:00 p.m. All employee work schedules shall provide a rest period during each one-half (1/2) shift.

Section 11.3 - Meal Allowance

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

- A. An employee will not be eligible for a meal allowance when working scheduled overtime unless the number of hours worked exceeds his/her normally scheduled total daily hours of work as provided above.
- B. Overtime is considered to be scheduled if an employee receives notice of the overtime work on his/her regular scheduled day off or holiday, or before quitting time on his/her last regular work day prior to the scheduled overtime.
- C. The meal allowance will be added to the employee's time card and will be paid with the regular payroll.

Section 11.4 - Board and Lodging

- A. Board and lodging shall be furnished to all employees in accordance with the City "Travel and Per Diem" policy. Rates will be adjusted in accordance with the changes to the City policy.
- B. In lieu of providing board and lodging, the City will provide sixty-five dollars (\$65.00) per day allowance to those employees so electing.

Section 11.5 - Call Back

A minimum of two (2) hours' compensation at the overtime rate shall be allowed for work outside the employee's assigned shift unless the employee reports for work less than two (2) hours before the beginning of his regular shift, or continues after his regular shift.

Section 11.6 - Seniority ~~Defined~~ and ~~Temporary Upgrades~~ ~~Setups~~

~~A. Seniority is defined as the length of aggregate service by an employee for the City of Tacoma. The length of continuous service by classification by Department/Divisions held shall establish seniority for temporary upgrades.~~

~~B.A. An upgrade-setup is defined as the filling of a temporary vacancy within the bargaining unit that is in ~~the next~~ a higher classification in the class series which receives a higher rate of pay. In order to be compensated at the rate of the higher classification, an employee temporarily reassigned to the higher classification shall meet the minimum qualifications of such classification and substantially assume the duties of such classification. The temporary assignment shall result in the relinquishing of the employee's regular duties to a substantial degree. An employee in a ~~timecard~~ upgradesetup status will be placed at a pay step in the higher classification that is at least 5% above the employee's permanent classification, if such a pay step exists. ~~Additionally, an employee in a timecard upgrade status shall progress through the steps of the upgraded position as if the employee were permanently appointed to the upgraded position. If an employee intermittently moves in and out of timecard upgrade status, all time in the upgraded status will be added together for step progression purposes. The employee will be responsible for monitoring his or her own time in an upgraded status; however the manager may verify the length of time.~~~~

~~C.B. In the filling of temporary vacancies, the City need not upgrade-setup an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments.~~

~~D.C. Instances of eEmergency vacancies may be filled to meet the City's immediate needs. For purposes of this section, emergencies will be defined as vacancies that occur with less than thirty (30) days notice.~~

~~E.D. In the event the department fills a non-emergency vacancy, such vacancy shall be filled from a layoff register or the existing Civil Service eligible list, providing provided the temporarily upgradedset up employee is in the same sSection, dDivision or dDepartment. If no layoff register or eligible list exists, such vacancy shall be filled on a seniority basis pursuant to subsection C~~E~~ above~~below~~.~~

~~E. Seniority is defined as the length of aggregate service by an employee for the City of Tacoma. The length of continuous service by classification by Department/Divisions shall establish seniority for setups.~~

F. The above provisions shall govern when not inconsistent with the Personnel Rules contained in Chapter 1.24 of the Tacoma Municipal Code.

~~Section 11.7—Filling of Project Vacancies: Project vacancies may first be filled by an employee currently working within the Division (General Government) or Section (Tacoma Public Utilities) in which the vacancy exists. If the supervisor wishes to consider other qualified individuals from outside the Division (General Government) or Section (Tacoma Public Utilities), he/she shall post a vacancy announcement through the Human Resources Department. The vacancy announcement will identify:~~

- ~~• the location of the project position~~

- ~~a brief summary of job responsibilities~~
- ~~the skills required~~
- ~~the name of the supervisor or manager~~
- ~~the application deadline~~
- ~~to whom the response must be sent~~

~~The supervisor may fill the project vacancy from either those applying through this process or in compliance with applicable Civil Service Rules.~~

~~Section 11.8 – Eligible lists: The parties agree that if no current Civil Service eligibility lists exists for a classification covered under this agreement the City will make every effort to administer an examination within six (6) months of the Human Resources Department receiving notice from the affected department/division that a permanent vacancy is expected to occur.~~

Section 11.7 - Shift Incentive Pay (Public Works Department only)

The following three criteria must be met for shift incentives to apply:

1. The shift must have been formally established.
2. The employee is assigned the shift as their regular, ongoing work schedule.
3. The employee must actually work the shift.

An employee assigned to work the swing shift and who meets the defined criteria shall receive shift incentive pay, which is an application of rate of three percent (3%) above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). Employees will receive shift differential only for actual hours worked on that shift. The City and the Union agree that an employee assigned to any shift that begins:

1. On or after 3:00 p.m. but before 10:00 p.m. will receive the swing shift application of rate.
2. On or after 10:00 p.m. but before 3:00 a.m., will receive the graveyard application of rate.

Employees who are required to work a temporarily modified shift, i.e. start and stop times are altered by more than two (2) hours shall receive ~~will receive~~ twenty-four (24) hours notice of said modification.

ARTICLE 12- FORENSIC SERVICES SECTION

Section 12.1 Holidays, Court Overtime, and Call Outs The following sections shall apply only to Forensic Services Supervisor.

- A. All work performed on the Fourth of July, Thanksgiving Day and Christmas Day from 0001 to Midnight shall be paid at two (2) times the regular rate of pay. The affected employee who works the holiday shall maintain the floating holiday leave balance which is available to be used at a later date.

Any hours worked beyond a normal shift assignment (shift extension), on one of the holidays listed below, with the exception of the Fourth of July, Thanksgiving Day, and Christmas Day (December 25th) will be paid at the time and ~~one~~ one-half (1½) rate.

Employees shall receive alternate days off in lieu of the following holidays:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Fourth of July
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
The day immediate following Thanksgiving Day
Christmas Day (December 25)
Two (2) additional floating holidays

Holiday scheduling will be done in accordance with the following restrictions:

1. No employee will be allowed to take more than two floating holidays off between December 1 and December 31 of each year. .

- B. Court Appearances and Call Outs: Forensic Services Supervisors who appear in court or are called into work during off duty hours shall be compensated for a minimum of three (3) hours at the time and one half (1 1/2) rate or equivalent compensatory time, except for a one hour shift extension immediately before or after the scheduled shift, which will be compensated at the time and one-half rate for actual hours worked. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds three (3) hours and it is not on the employee's second day off, the hours in excess of three (3) will be paid at the time and one half (1 1/2) rate. ~~For~~ HHours in excess of three (3) that occur during the employee's second day off, will be paid at the double time rate.

- C. Cancellation of Court Appearances - Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours the day preceding the scheduled appearance, the employee shall be entitled to three (3) hours of overtime at the time and one half (1-1/2) rate. The Department shall maintain a court docket, recording on the docket the date and time of cancellations of court appearances and notifications to employees of the cancellations. In order to be eligible for the cancellation overtime minimum, employees with scheduled appearances shall contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

Section 12.2 - Standby Assignments - Standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid at the twelve (12) hour rate. Employees placed on standby will be compensated at a rate of \$3.00 three (3) dollars per hour. When an employee is called out, a minimum of three (3) hours at the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of three (3) hours will be paid at the appropriate overtime rate. When an employee is called out, the \$3.00 three (3) dollar per hour standby pay will cease. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one hour at the time and one half (1 1/2) rate.

In order to be considered eligible for standby assignment, an employee must live no further than a 45 minute (maximum) drive from his/her normal reporting station. Drive time shall be calculated from the eligible employee's permanent residence of record to the agreed-to reporting station. Under special circumstances, the Division or Section manager may allow for more than a 45 minute commute time. Drive time shall be calculated from the eligible employee's permanent residence of record to the normal reporting station, using a website that provides mapping or directions information.

Section 12.3 - Meal Breaks Forensic Services Supervisors shall be entitled to a paid meal break during their normal shift when workloads permit. Recognizing the needs of the public will occasionally interfere with meal breaks, meals shall be taken for a period of time, and at such time and place that is consistent with duty requirements or the employer's direction.

Section 12.4 - Seniority

- A. Seniority Definition: Seniority for the purposes of vacation, holiday or job bidding, shall be defined as the length of status in the specific classification.
- B. Seniority Based Shift Scheduling: All employees in the classification Forensic Services Supervisor shall select shifts upon the basis of seniority. Shifts shall be presented for bid at least four (4) weeks prior to the beginning of a new schedule. Schedules will be for a period of three (3) months. Two (2), three month schedules will be presented for bid at one time, and bids will occur twice in a twelve (12) month period. For example, the work schedule covering January through March, and April through June, would be presented for bid by December

1st of the preceding year. The work schedule covering July through September, and October through December, would be presented for bid by June 1st of the same year.

1. It is recognized that due to staffing levels and the needs of the department, work schedules may have to be changed. As a result, work shifts would be re-bid.
2. Forensic Services Supervisors during their initial or promotional probationary period shall be subject to training requirements and may be assigned to a shift based upon training needs.
3. In the event it becomes necessary, in the opinion of the employer, to transfer an employee from one shift to another, the employee transferred shall either be a volunteer, or, if no employees volunteer, the selection will be made by the employer.

Section 12.5 - Requests for Time Off Requests for time-off shall be determined by section seniority. Scheduled vacations will take precedence over holiday and compensatory time off.

- A. Once approval for time-off has been received, a more senior employee cannot bump a less senior employee for the same time-off within fifteen days of holiday, unscheduled vacation or compensatory approved time-off.
- B. Holidays and/or compensatory time may be taken with vacations if they do not conflict (overlap) with the scheduled vacation dates of other section personnel.

The employer reserves the right to determine the staffing levels on mandatory holidays where a premium pay is required. The use of non-premium holidays is subject to the provisions of Article 15 Section 15.1.

~~Section 12.6 - Compensatory Time: There shall be a maximum of two hundred (200) hours of accrual of compensatory time. Compensatory time may be taken in conjunction with vacation and holidays, subject to approval of management.~~

Section 12.76 - Hours of Work

- A. **Duty Day:** A duty day shall be defined as a twenty-four (24) hour period following an employee's normal daily reporting time. The first day off shall be defined as a twenty four (24) hour period following five (5) consecutive duty days. The second day off shall be defined as the next twenty-four (24) hour period following the first day off.
- B. **Scheduled Shift:** A scheduled shift shall be any tour of duty ordered in the regularly published work schedule, or any other duty assignment made with seventy-two (72) hours' or more notice.
- C. **Unscheduled Shift:** An unscheduled shift shall be any tour of duty ordered with less than seventy-two (72) hours notice, provided; that court appearances, extended duty overtime at the conclusion of the employee's shift, shooting/death debriefings, emergency orders of the Police Chief, or training shall not be considered an unscheduled shift.

Section 12.87 - Shift Incentive Pay An employee assigned to work the swing shift shall receive an application of rate of three (3) percent above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five (5) percent. This application of rate recognizes the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the employees on these shifts.

Shifts are defined as follows:

1. Shifts starting at or after 1200 hours, but before 1800 hours will receive the swing shift application of rate for the entire shift.
2. Shifts starting at or after 1800 hours, but before 0500 hours will receive the graveyard shift application of rate for the entire shift.
3. Shifts starting at or after 0500, but before 1200 hours will not receive an application of rate.
4. Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

ARTICLE 13 – ANIMAL CONTROL SUPERVISOR SECTION

Section 13.1 – Stand-By Assignments Standby assignments require the employee to be in telecommunication, phone or pager range, and ready and available to report to the station within one (1) hour of notification, with the understanding that at times there may be a reasonable delay due to circumstances beyond the employee’s immediate control. Typical standby assignments shall be for a minimum of twelve (12) hours. Any assignments scheduled for less than twelve (12) consecutive hours will be paid at thirty-six dollars(\$36.00) flat rate.

Employees scheduled for thirteen (13) or more consecutive hours of standby will be compensated at a rate of three dollars (\$3.00) per hour for all standby hours, except that the three-dollar (\$3.00) per hour standby pay will cease when an employee is called out. When an employee is called out, a minimum of three (3) hours at the appropriate overtime rate will be paid from the time the employee is notified to report for the assignment until the assignment ends. All hours worked in excess of three (3) hours will be paid at the appropriate overtime rate. Standby pay will resume once the overtime assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

When a City owned vehicle is not provided to an employee who is called into work during off duty time, the employee will be compensated an additional one (1) hour at the time and one half (1- 1/2) rate.

Section 13.2 – Court Appearances and Call-Outs: Animal Control Compliance Officer Supervisors who appear in court or are called into work during off duty hours shall be compensated for a minimum of three (3) hours at the time and one-half (1-1/2) rate or equivalent compensatory time. There is no pyramiding of court appearance minimums or call out minimums. In the event the court appearance or call out assignment exceeds three (3) hours and it is not on the employee's second (2nd) day off, the hours in excess of three (3) will be paid at the time and one-half (1 1/2) rate. All hours in excess of three (3) that occur during the employee's second day off will be paid at the double time (2x) rate.

Section 13.3 Shift Incentive An employee assigned to work the swing shift shall receive an application of rate of three percent (3%) above his/her regular rate of pay. An employee assigned to work the graveyard shift shall receive an application of rate of five percent (5%). This application of rate recognizes the increased productivity and performance demands

required of an employee while working these hours. The City and the Union agree that an employee assigned to or working any shift that begins:

1. On or after 1200 hours, but before 1800 hours, will receive the swing shift application of rate.
2. On or after 1800 hours, but before 0500 hours, will receive the graveyard application of rate.
3. On or after 0500 hours, but before 1200 hours, will not receive an application of rate.

Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

Section 13.4 Clothing Cleaning Allowance A single cleaning allowance of three hundred fifty dollars (\$350.00) per year shall be paid to Animal Control Compliance Supervisors. The allowance shall be paid in the second pay period of January. Management will continue the practice of cleaning Animal Control Compliance Supervisor uniforms where the uniforms come in contact with biohazards. Management will provide uniforms and boots to all Animal Control Compliance Supervisors. The Animal Control Compliance Supervisor shall receive a uniform cleaning allowance for 2007, 2008, 2009 and 2010 upon ratification of this agreement.

ARTICLE ~~13~~-14 - NON-DISCRIMINATION

Section ~~13~~14.1

- A. Pursuant to RCW 41.56 there shall be no discrimination against Union members or Union officers.
- B. The employer and the Union agree they will not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, political affiliation, or activity or any other categories of persons or activities protected by federal, state, or local statutes, ordinances, rules or regulations. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.
- C. It is mutually agreed that there shall be no sexual harassment.
- D. Employees who feel they have been discriminated against or sexually harassed shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Nothing in this section shall prohibit employees from seeking relief through other channels.

ARTICLE ~~14~~-15 - DISCIPLINE

Section ~~14~~15.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and the employee's prior record of

discipline. The parties agree that the underlying assumption of discipline is to be corrective and progressive in nature.

Section 4415.2 The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 4415.3 The Employer agrees to notify the Union in writing as soon as practicable that an employee may be subject to disciplinary action.

Section 4415.4 The Employer shall hold a pre-disciplinary hearing after the employee and the Union representative are notified in writing of the specific alleged violation, unless the employee waives a-the hearing in writing. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

Section 4415.5 No later than three (3) working days prior to the pre-disciplinary hearing, with the employee's authorization, the Employer shall make available to the employee and the employee's Union representative, ~~with the employee's authorization~~, a copy of all documents relevant to the alleged violation(s) the Employer has in his/her possession.

Section 4415.6 The Employer may ~~suspend an employee with pay~~ place an employee on paid administrative leave pending the final decision ~~as to the appropriate discipline~~ resulting from the pre-disciplinary hearing.

Section 4415.7 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

Section 4415.8 Disciplinary material shall be maintained in the official Human Resources personnel file. No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file. ~~however, l~~ letters of reprimand shall not be subject to the grievance procedure. A discipline of less than a one-day suspension, at the end of a three-year period, shall not be used as the basis for progressive discipline and upon the employee's written request to the Human Resources Director shall be removed from the employee's personnel file. If the discipline is used as the basis for progressive discipline within the three-year period, the three-year period begins with the subsequent discipline.

Section 4415.9 A suspension in excess of ~~three (3)~~ two (2) days, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 5 of this Agreement. Suspensions of two (2) ~~three (3)~~ days or less are not subject to Step 5.8 of the grievance procedure. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under applicable Civil Service procedure.

ARTICLE ~~15~~-16 - 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 any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE ~~16~~-17 - PAY RATES

Employees in those classifications represented by the Union shall be paid, commencing January 1, ~~2008-2011~~ in accordance with the wage rates specified in Appendices A and B attached hereto and incorporated herein by this reference.

Appendix A and B of the Agreement will be amended as follows:

1. Effective January 1, 2011, wage rates will be increased by 0.00%
2. Effective January 1, 2012, wage rates will be increased by 0.00%
3. Effective January 1, 2013, wage rates will be increased by an amount to be determined by a market survey with an expected completion date of October 1, 2012. The market survey process will be established collaboratively by both parties and may include review of market comparables used in 2010. The review will include certifications and internal compression issues. Wage rates for those employees identified in the survey as being above the market will be frozen until such time as the effective rate exceeds the frozen amount.
4. Effective January 1, 2014, wages will be adjusted by an amount equal to 100% of the June 2013 CPI-W index for Seattle-Tacoma-Bremerton, minimum of 2% and a maximum of 4%.

ARTICLE ~~17~~-18 - SUBCONTRACTING

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the working force which specifically includes the right to determine whether and to what extent any work shall be performed by employees. The management of the City's operations and the direction of the work force, including, but not limited to, the contracting or subcontracting of work performed by the City shall be retained by the City. Prior to a final decision to contract/subcontract out bargaining unit work, and no less than seven (7) calendar days prior to advertising a contract/subcontract or issuing a Request for Proposals (RFP), the City shall notify the Union Representative in writing that it is considering contracting/subcontracting. Notification of intent to offer a contract/subcontract or issuing an RFP must be sent by fax or e-mail with an attached PDF file of the signed document.

Upon a written request by the Union submitted within fourteen (14) calendar days from the notification date specified in paragraph 1 above, the City will bargain the impacts of such contracting/sub-contracting out of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE ~~18-19~~ - LABOR MANAGEMENT COMMITTEE

Section ~~1819.1~~ The City and Union agree to hold Labor-Management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion of Labor Management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to the Union and Management in a timely and efficient manner.

ARTICLE ~~19-20~~ TERM OF AGREEMENT

This agreement shall remain in full force and effect from January 1, ~~2008-2011~~ to and including December 31, ~~2010-2014~~ 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 one hundred-twenty (120) days, in no event later than ninety (90) days, prior to the termination of this Agreement.

EXECUTED IN TACOMA, WASHINGTON THIS _____ DAY OF _____
20082011.

CITY OF TACOMA

~~International Federation of Professional
and Technical Engineers~~Employees,
Local 17, ~~AFL-CIO~~

City Manager

Joseph L. McGee, Executive Director

Director of Utilities

~~Rene Jankiewicz~~Roberta Burnett, Union
Representative

Human Resources Director

~~Leonora Litz Davis~~Tim Peters

Finance Director

~~Rita Oster~~Vida Piera

Approved as to form:

City Attorney

~~Tim Peters~~Pete Rambow

Attest:

~~Helene Vondetti~~Gary Gates

City Clerk

~~Maurice Wright~~Ron Baldwin

~~Bee Soikowski~~Karl Berner

APPENDIX A

~~INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
EMPLOYEES LOCAL #17 AFL-CIO
SUPERVISORS UNIT, 2008-2011 RATES OF PAY~~

~~Effective January 1, 2008, all base wage rates shall increase by 3.72 percent over 2007 rates.~~

Code	Job Title	1	2	3	4	5	6	7
5361	Animal Control & Compliance Supervisor	24.26	25.47	26.74	28.08	29.48		
6010	Building Maintenance Supervisor	35.69	37.48	39.35				
5202	Carpenter Crew Leader	32.99						
2006	Chief Surveyor	37.80	39.69	41.68	43.76	45.95		
2102	Code Inspector Supervisor	32.96	34.61	36.34	38.15	40.06		
2104	Construction Inspection Supervisor	32.96	34.61	36.34	38.15	40.06		
<u>2043</u>	<u>Construction Manager</u>	<u>36.86</u>	<u>38.73</u>	<u>40.71</u>	<u>42.78</u>	<u>44.96</u>	<u>47.25</u>	
6020	Facilities Maintenance & Repair Supervisor	33.99	35.69	37.48	39.35			
4209	Forensic Services Supervisor	39.38	41.35					
5042	Grounds Maintenance Supervisor	35.84	37.63	39.51				
5018	Landfill Supervisor	37.63	39.51					
2027	L I D Representative, Senior	34.59	36.32	38.13	40.04	42.04		
5206	Painter Crew Leader	30.72						
0072	Parking Enforcement Supervisor	24.28	25.49	26.77	28.10	29.51		
2009	Permit Specialist, Senior	26.89	28.24	29.65	31.13	32.69		
2109	Road Use Compliance Supervisor	26.70	28.04	29.44	30.91	32.46		
5030	Sewer Transmission Systems Maintenance Supervisor	32.50	34.13	35.84	37.63	39.51		
5017	Solid Waste Collection Supervisor	37.63	39.51					
5037	Solid Waste Route Supervisor	35.92						
5026	Street Maintenance Supervisor	35.84	37.63	39.51				
5345	Vehicle & Equipment Shop Supervisor, Senior	32.20	33.81	35.50				
5107	WWTP Operations Supervisor	37.75	39.64	41.62	43.70	45.89		

~~Effective January 1, 2009, all base wage rates shall increase by 2.72 percent over 2008 rates.~~

~~Proposal for 2010 wages:~~

~~IFPTE Local 17 shall elect one of the following two options and will provide written notice to the City on or before October 1, 2009 of the selection.~~

~~In the event the City of Tacoma Classification and Compensation Study is not completed by September 15, 2009, all classifications in the bargaining unit will receive a 2.72% general wage increase.~~

~~OPTION 1 (Wage reopener):~~

~~The Contract shall be open for the negotiation of the proposed implementation of the results of the City of Tacoma Classification and Compensation Study. Wages open for negotiation on or before October 1, 2009, for implementation effective January 1, 2010.~~

~~OR~~

~~OPTION 2 (Automatic Wage Adjustment effective January 1, 2010):~~

~~For any classification for which wages are determined to be below the 75th percentile of the market, the pay rate for that classification shall be adjusted by whatever increase is necessary to bring the wage rate to the 75th percentile of the market, or 2.72 percent, whichever is less.~~

Longevity Pay

As per Ordinance 20938, all the above classifications shall receive longevity pay as follows:

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

Stand-By Pay: When an "A" overtime category employee is assigned to stand-by by his/her supervisor he/she shall receive \$3.00 three (3) dollars for each hour of assignment. If an employee is called out, the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of the two (2) hour minimum as provided for in Article 11.5 will be paid at the appropriate overtime rate. When an employee is called out, the standby pay will cease until such time as the assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

In order to be considered eligible for standby assignment, an employee must live no further than a 45 minute (maximum) drive from his/her normal reporting station. Drive time shall be calculated from the eligible employee's permanent residence of record to the agreed-to reporting station. Under special circumstances, the Division or Section manager may allow for more than a 45 minute commute time. Drive time shall be calculated from the eligible employee's permanent residence of record to the normal reporting station, using a website that provides mapping or directions information.

Application of Additional Rates

- A. Hard Core Underground: A Carpenter Crew Leader required by his/her supervisor to work in hard core underground shall receive an additional three percent for the time actually worked underground with a two (2) hour minimum.

- ~~B. Certification Pay: All employees shall receive up to 5% of their based rate of pay for obtaining and maintaining certifications listed in Appendix C and Appendix D. Appendix~~

~~C lists eligible certification for all employees. Appendix D lists additional eligible certifications for specific job classification. Employees are responsible for the cost of the certifications, including renewals; however tuition reimbursement may be approved, if appropriate. An employee shall be eligible for up to two (2) certifications paid at 2.5% each. Certification pay shall not exceed 5% of an employee's base rate of pay. For Building or Mechanical Inspectors, the first certification must be an ICC certification that supports the specific area of the employee's work.~~

~~Certifications may be added to the Appendices C and D with Management approval during the term of the Agreement. Employees may submit a written request to their supervisor or manager to have a certification added to Appendix C or D. The request shall include documentation of approximate or near equal difficulty and number of hours necessary to obtain the certification. Requests will be considered in good faith and denials will not be arbitrary or capricious.~~

~~C. Forensic Services Supervisor~~

~~A Forensics Services Supervisor possessing a B.A. or a Tacoma Community College Supervisory/Management Certification will receive an additional 5 percent.~~

~~B. Employees in the following classification holding the applicable ICC certification for their assigned discipline and one additional ICC certification shall receive 5% above of his/her base rate of pay, commencing with the ratification of this agreement by the Union and will sunset on December 31, 2012:~~

~~2102 Code Inspector Supervisor~~

APPENDIX B

~~INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
EMPLOYEES LOCAL #17 AFL-CIO
TECHNICAL UNIT, 2008-2011 RATES OF PAY~~

~~Effective January 1, 2008, all base wage rates shall increase by 3.72 percent over 2007 rates.~~

Code	Title	1	2	3	4	5	6	7
2101	Building Inspector	28.57	30.00	31.50	33.08	34.73		
2003	Chief Of Party	27.31	28.67	30.10	31.61	33.19		
2401	Chief of Party,PLS	28.94	30.39	31.91	33.50	35.18		
2005	Chief Surveyor, Assistant	30.84	32.39	34.00	35.70	37.49		
2403	Chief Surveyor, Assistant PLS	32.69	34.33	36.05	37.87	39.74		
5006	Community Service Work Crew Leader	25.17	26.43	27.76	29.14	30.60		
2016	Construction Inspector	28.57	30.00	31.50	33.08	34.73	36.82	
2015	Construction Inspector, Asst	25.22	26.49	27.81	29.20	30.66		
2045	Construction Manager, Associate	32.96	34.61	36.34	38.15	40.06		
2024	Distribution Engineering Technician II							
2046	Engineering Construction Coordinator	32.32	33.94	35.64	37.42	39.29		
2019	Engineering Instrumentation Technician	29.15	30.61	32.14	33.74	35.43		
2021	Engineering Office Coordinator	29.15	30.61	32.14	33.74	35.43		
2010	Engineering Technician I	21.51	22.58	23.71	24.90	26.14		
2011	Engineering Technician II	24.48	25.71	26.99	28.34	29.76		
2012	Engineering Technician III	26.98	28.33	29.74	31.23	32.79		
2004	Engineering Technician IV	29.68	31.19	32.73	34.36	36.08		
3105	WWTP Environmental Lab Analyst	26.57	27.89	29.29	30.75	32.29		
3106	WWTP Environmental Lab Analyst, Senior	30.41	31.93	33.52	35.20	36.96		
2122	Inspector, Senior	30.29	31.81	33.40	35.07	36.82		
3104	Lab Technician	16.75	17.59	18.47	19.39	20.36	21.38	
2026	L I D Representative	29.38	30.85	32.39	34.01	35.71		
2119	Mechanical Inspector	28.57	30.00	31.50	33.08	34.73		
0070	Parking Enforcement Officer	18.58	19.51	20.49	21.51	22.59		
0071	Parking Enforcement Officer, Lead	20.53	21.55	22.63	23.76	24.95		
2008	Permit Specialist	23.72	24.90	26.15	27.46	28.83		
0035	Real Estate Specialist	22.01	23.11	24.26	25.48	26.75		
0401	Real Estate Specialist, Senior	29.36	30.83	32.37	33.99	35.69		
2007	Residential Plans Examiner							
2108	Road Use Compliance Officer	24.28	25.49	26.77	28.10	29.51		

5028	Sewer Transmission System Maintenance Coordinator	28.95	30.40	31.92	33.51	35.19
0625	Source Control Representative	26.47	27.80	29.19	30.65	32.18
<u>0626</u>	<u>Source Control Representative, Senior</u>	<u>29.12</u>	<u>30.58</u>	<u>32.11</u>	<u>33.71</u>	<u>35.40</u>
<u>2000</u>	<u>Survey Technician I</u>					
2001	Survey Technician II	20.94	21.98	23.08	24.24	25.45
2002	Survey Technician III	24.06	25.26	26.52	27.85	29.24
0613	Utility Services Rep I	23.72	24.90	26.15	27.46	28.83
0614	Utility Services Rep II	31.76	33.35	35.02	36.77	38.61
<u>2022</u>	<u>Water Quality Technician</u>					

~~Effective January 1, 2009, all base wage rates shall increase by 2.72 percent over 2008 rates.~~

~~Proposal for 2010 wages:~~

~~IFPTE Local 17 shall elect one of the following two options and will provide written notice to the City on or before October 1, 2009 of the selection.~~

~~In the event the City of Tacoma Classification and Compensation Study is not completed by September 15, 2009, all classifications in the bargaining unit will receive a 2.72% general wage increase.~~

~~OPTION 1 (Wage reopener):~~

~~The Contract shall be open for the negotiation of the proposed implementation of the results of the City of Tacoma Classification and Compensation Study. Wages open for negotiation on or before October 1, 2009, for implementation effective January 1, 2010.~~

~~OR~~

~~OPTION 2 (Automatic Wage Adjustment effective January 1, 2010):~~

~~For any classification for which wages are determined to be below the 75th percentile of the market, the pay rate for that classification shall be adjusted by whatever increase is necessary to bring the wage rate to the 75th percentile of the market, or 2.72 percent, whichever is less.~~

Application of Additional Rates

A. Employees in the following classifications holding the applicable ICC certification for their assigned discipline and one additional ICC certification shall receive 5% above of his/her base rate of pay, commencing with the ratification of this agreement by the Union and will sunset on December 31, 2012:

- 2101 Building Inspector
- 2119 Mechanical Inspector
- 2122 Inspector, Senior

B. Commencing with the ratification of this agreement by the Union, Construction Inspector (2016) when assigned to perform weld and coating inspections of steel pipe inside the pipe, shall receive an additional 5% of his/her base rate of pay for all hours while working in the pipe.

Longevity Pay

As per Ordinance 20938, all the above classifications shall receive longevity pay as follows:

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

Stand-By Pay: When an "A" overtime category employee is assigned to stand-by by his/her supervisor he/she shall receive \$3.00 three (3) dollars for each hour of assignment. If an employee is called out, the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of the two (2) hour minimum as provided for in Article 11.5 will be paid at the appropriate overtime rate. When an employee is called out, the standby pay will cease until such time as the assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

In order to be considered eligible for standby assignment, an employee must live no further than a 45 minute (maximum) drive from his/her normal reporting station. Drive time shall be calculated from the eligible employee's permanent residence of record to the agreed-to reporting station. Under special circumstances, the Division or Section manager may allow for more than a 45 minute commute time. Drive time shall be calculated from the eligible employee's permanent residence of record to the normal reporting station, using a website that provides mapping or directions information.

~~Clothing Reimbursement: Employees in the classification of Parking Enforcement Officer will receive a clothing/shoe reimbursement up to \$450.00 per year, which may be used for shirts, pants, shorts, shoes, coats, gloves, earmuffs, hats, and/or rainwear.~~

Construction Inspector Career Ladder: A Construction Inspector may either be hired from an eligible list, or upon approval from the Civil Service Board, a non-competitive appointment may be made of Assistant Construction Inspectors who have five years of experience as a City of Tacoma Assistant Construction Inspector and 30 applicable education credits after hire with the city; or a non-competitive appointment may be made of Assistant Construction Inspectors who have 10 years as a City Assistant Construction Inspector; or a non-competitive appointment may be made from management-designated Water Division JATC graduates for Water positions.

Application of additional rates

~~A. Certification Pay: All employees shall receive up to 5% of their based rate of pay for obtaining and maintaining certifications listed in Appendix C and Appendix D. Appendix C lists eligible certification for all employees. Appendix D lists additional eligible certifications for specific job classification. Employees are responsible for the cost of the certifications, including renewals; however tuition reimbursement may be approved, if appropriate. An employee shall be eligible for up to two (2) certifications paid at 2.5% each. Certification pay shall not exceed 5% of an employee's base rate of pay. For Building or Mechanical Inspectors, the first certification must be an IGC certification that supports the specific area of the employee's work.~~

~~Certifications may be added to the Appendices C and D with Management approval during the term of the Agreement. Employees may submit a written request to their supervisor or manager to have a certification added to Appendix C or D. The request shall include documentation of approximate or near equal difficulty and number of hours necessary to obtain the certification. Requests will be considered in good faith and denials will not be arbitrary or capricious.~~

~~B. 0613 A Utility Services Representative I when assigned lead duties shall receive an additional 5% percent of his/her base rate of pay.~~

~~C. 0614 A Utility Services Representative II certified under the law of the State of Washington as a Professional Engineer, shall receive an additional 9% percent of his/her base rate of pay.~~

~~D. 2003 A Chief of Party who obtains a Professional Land Surveyor license shall be paid an additional 6% of his/her base rate of pay. An incumbent who qualifies for the application of rate is ineligible to receive certification pay.~~

~~E. 2005 An Assistant Chief Surveyor who obtains a Professional Land Surveyor license shall be paid an additional 6% of his/her base rate of pay. An incumbent who qualifies for the application of rate is ineligible to receive certification pay.~~

~~F.A. 2016 A Construction Inspector will receive the non-automatic step 6 rate of pay after completion of a) 5 years as a City of Tacoma Construction Inspector and 60 applicable educational credits after hire with the City, or b) after 15 years as a City of Tacoma Construction Inspector or c) upon management discretion. Each incumbent is responsible for developing his/her training/education plan jointly with the appropriate manager.~~

~~G.B. 2019 An Engineering Instrumentation Technician assigned lead responsibilities for two or more Instrumentation Technicians, CSC 2018, shall receive an additional 5 percent of his/her base rate for all hours so assigned.~~

~~H.C. 2019 An Engineering Instrumentation Technician, working in Public Works Resource Recovery, will receive an additional 5 percent application of rate over base wage based on working conditions.~~

~~I.D. 5006 A Community Services Work Crew Leader assigned to supervise one or more other Community Service Work Crew Leaders shall receive an additional 10% of his/her base rate of pay.~~

~~J. 5028 A Sewer Transmission System Maintenance Coordinator when assigned lead will be paid the non-automatic step 6 rate of pay and will be eligible to advance to step 7 pursuant to step progression procedures outlined in the Compensation Plan.~~

~~K. 2045 An Associate Construction Manager certified as a Certified Construction Manager through the Construction Manager Certification Institute or certified under the law of the State of Washington as a Professional Engineer, shall receive an additional 9% over his/her base rate of pay.~~

~~L. 2108 A Road Use Compliance Officer (CSC 2108) shall be paid an additional 10 percent over his/her regular rate of pay when assigned as supervisor.~~

Memorandum of Understanding

Whenever practical, the City will provide space and equipment to the Union for training purposes for employees covered under this agreement for promotional opportunities within the bargaining unit. The Union shall assume all fiscal responsibility for any damage to the space and/or equipment during these training sessions. This includes any costs incurred by the City for computer hardware, software and information contained on the computer systems. The Union shall notify, in writing, the Department/Division Manager at least two (2) weeks in advance of its request to use City space and equipment.

Appendix C

~~ICC Building Inspector
ICC Electrical Inspector
ICC Plumbing Inspector
ICC Mechanical Inspector
ICC Building Plans Examiner
ICC Permit Technician
ICC Property Maintenance & Housing Inspector
ICC Commercial Energy Inspector
ICC Commercial Energy Plans Examiner
ICO Structural Masonry Special Inspector
ICC Structural Steel and Bolting Special Inspector
ICO Structural Steel & Welding Special Inspector
ICC Prestressed Concrete Special Inspector
ICC Reinforced Concrete Special Inspector
ICC Certified Building Official
ICC Electrical Plans Examiner
ICC Mechanic Plans Examiner
ICC Residential Plans Examiner
ICC Zoning Inspector
ICC Disaster Response Inspector
ICC Accessibility Inspector/Plans Examiner
ICC Residential Energy Inspector/Plans Examiner
ICC Earthwork Construction
Certified Professional in Storm Water Quality
Land Surveyor in Training~~

~~The following certifications shall be eligible for 5% Certification Pay:~~

~~Engineer In Training from the State of Washington
Engineer In Training Waiver from the State of Washington
Senior Right of Way Agent Certification~~

Appendix D

Code	Classifications eligible for 2.5% cert pay		NICET Level III or IV CE Tech	NICET Level III or IV ME Tech	NICET Level III or IV EE Tech	IECA Erosion Control	AGI Concrete Transportation Construction Inspection
2101	Building Inspector		X	X		X	
2003	Chief Of Party						
	Power					X	
	Public Works		X			X	
	Water					X	
2005	Chief Surveyor, Assistant						
	Power					X	
	Public Works		X			X	
	Water					X	
2102	Code Inspector Supervisor		X	X		X	
5006	Community Services Work Crew Leader						
2046	Construction Inspector						
	Power		X			X	X
	Public Works		X	X	X	X	X
	Water		X	X		X	X
2015	Construction Inspector, Assistant		X	X	X	X	X
2104	Construction Inspector Supervisor		X	X	X	X	X
2024	Distribution Engineering Technician II					X	
2010	Engineering Technician I						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X		
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	
2011	Engineering Technician II						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X		
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	
2012	Engineering Technician III						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X		
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	

Code	Classifications eligible for 2.5% cert pay		NICET Level III or IV CE Tech	NICET Level III or IV ME Tech	NICET Level III or IV EE Tech	IECA Erosion Control	AGI Concrete Transportation Construction Inspection
2004	Engineering Technician IV						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X	X	
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	
2046	Engineering Construction Coordinator						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Public Works Construction		X	X	X	X	X
	Public Works Engineering		X	X	X		X
	Public Works Sewer Engineering		X	X	X	X	
2019	Engineering Instrumentation Technician		X	X	X		
2024	Engineering Office Coordinator						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X	X	
2122	Inspector Senior		X	X		X	
2026	L I D Representative		X			X	
2027	L I D Representative, Senior		X			X	
2119	Mechanical Inspector		X	X			
0070	Parking Enforcement Officer						
2008	Permit Specialist		X	X			
2009	Permit Specialist, Senior		X	X			
0406	Real Estate Mgmt Supervisor		X				
0035	Real Estate Specialist		X				
0401	Real Estate Specialist, Senior		X				
2007	Residential Plans Examiner		X	X		X	
2000	Survey Technician I						
	Power					X	
	Water		X			X	
	Public Works Construction		X			X	
2001	Survey Technician II						
	Power					X	
	Water		X			X	
	Public Works Construction		X			X	
2002	Survey Technician III						
	Power					X	
	Water		X			X	
	Public Works Construction		X			X	

Code	Classifications eligible for 2.5% cert pay	NICET Level III or IV CE Tech	NICET Level III or IV ME Tech	NICET Level III or IV EE Tech	IECA Erosion Control	AGI Concrete Transportation Construction Inspection
0613	Utility Services Representative I					
	Power			X		
	Water	X	X	X		
0614	Utility Services Representative II					
	Power			X		
	Water	X	X	X	X	
0625	Source Control Representative	X	X	X	X	
2022	Water Quality Technician					
	Public Works	X			X	
	Water					

Code	Classifications eligible for 2.5% cert pay	Class I Chief Operating Engineer
0625	Source Control Representative	X

Code	Classifications eligible for 5% cert pay	ASE Automotive / Heavy Duty Truck Tech	Certified Construction Manager (by CMAA)	Certificate Program in Construction Mgmt (U of W)	Bachelors degree or ICC Supv/Mgmt Certification
2016	Construction Inspector				
	Public Works		X	X	
	Water		X	X	
2015	Construction Inspector, Assistant		X	X	
2104	Construction Inspector, Supervisor		X	X	
2046	Engineering Construction Coordinator		-	-	
	Public Works Construction		X	X	
	Public Works Engineering		X	X	
4209	Forensic Services Supervisor				X
5345	Vehicle & Equipment Shop Supervisor, Sr	X			

MOU/LOA TABLE OF CONTENTS

The following Letters of Agreement (LOA) and/or Letters/Memoranda of Understanding (LOU/MOU) are incorporated into this Agreement by reference and shall remain in full force and effect during the term of this Agreement.

		Date Signed
1.	Field Personnel Clothing	10/19/2004 _____
2.	VEBA Participation	10/19/2004 _____
3.	Stand-By Pay Procedure Public Works	10/29/2004 _____
4.	Construction Division Restructuring	
5.	Boot and Clothing Allowance	11/18/2008
6.4.	City Parking 2-2-10	3/10/2010 _____
7.	Grievance Settlement 1-15-10	3/10/2010
8.	Final TA for Class/Comp	8/24/2010
9.	Class/Comp Amendments	10/11/2010

**Letter of Agreement
By and Between
The City of Tacoma
and
IFProfessional and Technical Employees (PTE), Local 17**

In the interest of providing a flexible basis for the varied working conditions of field personnel covered by the ~~2004—2006 IFPTE~~ Local 17 Agreement, and with recognition that various divisions, work units, and positions within a classification have varying needs, the City of Tacoma and the Union agree to the following regarding clothing.

The circumstances under which the City would consider providing items of clothing to field personnel covered under this contract are:

- the desire to readily identify individuals as employees of the City with certain common items of clothing bearing City logos, etc.; and/or
- the routine need for foul weather gear (raincoats, rain pants and rubber boots) and the need to have such gear readily available; and/or
- the requirement for specialized safety clothing either having no normal uses beyond work or deemed necessary and available at all times.

On an as-needed basis, field personnel may make a request through the appropriate supervisor that foul weather gear be provided.

Certain field personnel may be provided with a uniform, partial uniform (shirt) and/or jacket. All such items shall be provided at the discretion of the appropriate manager or designee who will determine ownership of the item(s). Routine care and upkeep of all items designated as property of the employee shall become the sole responsibility of the employee. Each employee provided clothing in this manner is required to wear such clothing while on duty. Repair or replacement of worn out items shall be made at the discretion of the appropriate manager or designee who shall assess if reasonable care has been taken. Each division or section providing clothing under this provision shall notify affected staff of the manager(s) designated to review requests regarding clothing.

Other items shall be considered city-owned and is for use only during the course of city business. With the exception of uniforms, city-owned items shall be kept in a work vehicle, locker or other storage area and not routinely taken home unless approved by the appropriate manager.

Other issues regarding clothing may be brought to the Labor/Management Committee for discussion and possible resolution.

This Letter of Agreement is entered into by the parties to allow for the handling of requests for articles of clothing. It is not to be used as a precedent with respect to any other contracts for any other Sections or Divisions in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union. This letter of Agreement will expire with the adoption of a successor collective bargaining agreement.

ORIGINAL SIGNED BY:

FOR THE CITY

Woodrow JonesJoy St. Germain, ~~Human Resources Director~~
Human Resources Director

Date: ~~10/12/2004~~

Mark Crisson,William A. Gaines ~~Director of Utilities~~ Date: ~~10/18/2004~~
Utilities Director/CEO

James L. WaltonRey Arellano Date:
Interim City Manager, ~~City Manager~~ Date: ~~10/19/2004~~

FOR IFPTE, Local 17

Carrie Blackwood

Roberta Burnett, ~~Union Representative~~ Date:
Union Representative

Joseph L. McGee, ~~Executive Director~~ Date: ~~9/20/2004~~
Executive Director

Letter of Understanding
Between
City of Tacoma
And

~~International Federation of Professional & Technical~~ EngineersEmployees, Local 17

VEBA Participation

The City of Tacoma and ~~International Federation of~~ Professional & Technical EngineersEmployees, Local 17 agree that the bargaining unit members in the ~~International Federation of Professional & Technical~~ EngineersEmployees, Local 17, covered by ~~the this~~ 2004—2006 collective bargaining agreement are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997.

This Letter of Understanding is not be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union. This Letter of Understanding will expire with the expiration of the current collective bargaining agreement. Additionally, either Party to this Agreement shall be able to cancel this Agreement with thirty (30) days written notice to the other Party of its intent.

ORIGINAL SIGNED BY

For ~~IFPTE~~, Local 17:

For the City of Tacoma:

~~Carrie Blackwood~~Roberta Burnett, Union Representative
Human Resources Director

~~Woodrow Jones~~Joy St. Germain,
Human Resources Director

~~9/14/2004~~Date

~~Date~~ 10/12/2004

~~Gaines, Utilities Director/CEO~~

~~James L. Walton, City Manager~~William A.

~~10/19/2004~~

~~Date~~

~~Rey Arellano, Interim City Manager~~

~~Mark Crisson, Director of Utilities~~

~~10/18/2004~~Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF TACOMA AND IPEPE, LOCAL 17**

**ENVIRONMENTAL SERVICES
SCIENCE & ENGINEERING DIVISION
STAND-BY PROCEDURE
Revised: 11/5/2009**

In an effort to clearly articulate standby response procedures for the Environmental Services Science and Engineering Division, the following agreement is reached with the [International Federation of Professional and Technical Engineers](#) Employees, Local 17 for employees covered by ~~the this 2008-2010~~ collective bargaining agreement:

Introduction

Stand-by pay will be used to insure availability of staff to promptly respond to after hour's calls due to SSO's, spills, backups and other wastewater or surface water events. This agreement shall be in place until further notice commencing when signed by all parties.

Contract Language

ARTICLE 11

Section 11.5 -Call Backs A minimum of two (2) hours' compensation at the overtime rate shall be allowed for work outside the employee's assigned shift unless the employee reports for work less than two (2) hours before the beginning of his regular shift, or continues after his regular shift.

Appendix B -Stand-By Pay: When an "A" overtime category employee is assigned to stand-by by his/her supervisor he/she shall receive \$3.00 for each hour of assignment. If an employee is called out, the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. All hours worked in excess of the two (2) hour minimum as provided for in Article 11.5 will be paid at the appropriate overtime rate. When an employee is called out, the stand-by pay will cease until such time as the assignment ends. The employee will not receive stand-by pay during the period of time he/she is receiving overtime.

Phone Compensation

For each 24 hour calendar day, and when in stand-by status, employees shall be compensated for actual time in tenths of an hour at the overtime rate as set forth in the Tacoma Municipal Code 1.12.080. Employees are required to document the date, time, nature of call, response provided and the duration of call for purposes of tracking and accurate record keeping.

Stand-by Duty – Scheduling and Process

The stand-by duty schedule will be filled from among qualified* volunteers. In the event of an insufficient number of volunteers, the schedule will be filled using inverse order of seniority.

**Qualified is defined as follows: A qualified employee is one who has completed probation. In the event an employee has an injury that prevents the employee from performing key elements of the job independently, the employee must notify the supervisor immediately so the supervisor can determine if the employee is /will still remain eligible for standby while injured.*

Management will post the schedule each October for a period of at least 30 days allowing all qualified employees to sign up for standby coverage. Standby signup takes place by seniority. After the schedule is posted each employee picks a week until everyone has chosen one week, then the cycle repeats until all the weeks have been chosen.

Last minute changes to the schedule for reasons other than illness or emergencies are discouraged; however, it is management's intent to allow flexibility to accommodate the personal schedules of employees.

In the event that there is a vacancy, unexpected illness or situation that an employee has not been able to arrange for their own coverage; management will notify qualified employees at work of the need for coverage. It will be up to the qualified employees to fill the vacancy. If all employees decline, management will assign.

Stand-by Requirements and Procedures

The weekly stand-by period will be for seven (7) consecutive days beginning at the end of the employee's shift on Tuesday. Stand-by coverage is 24 hours per day on weekends and holidays and the period of time from the end of the employee's regular shift to the start time of the employee's regular shift the next business day. Management reserves the right to schedule a weekend-only and/or holiday-only standby period, depending on need. If a change is made from a seven (7) day standby, Local 17 will be provided at least seven (7) day's advance notice in writing. Employees will not be required to be on stand-by or be compensated for stand-by during normal working hours on flex days off. Employees will be paid a maximum of 15.5 hours for flex time stand-by pay.

Employees on stand-by status must remain fit for duty.

Personnel on stand-by will carry the city supplied pager and be available by telephone.

Stand-by personnel are responsible for ensuring the pager and telephone are in working order.

Personnel on stand-by will have a city vehicle available to take home. The vehicle is to be used for business purposes only

Personnel assigned to stand-by should attempt to respond to the page/call within 15 minutes of receiving the page/call and should make every effort to be at the Treatment Plant within 45 minutes of the telephone response.

If additional help is necessary the person on stand-by may contact others for assistance. The Supervisor must be kept informed of issues which may come to the attention of the public (i.e. major spills and/or sewer blockages affecting more than a couple of homes).

The Stand-by person will determine if a callout can wait until the start time of a normal shift after communicating with the claimant.

Stand-by pay shall be reflected on the bi-weekly time card.

Safety Requirements

The employee shall perform all tasks in accordance with the applicable and pertinent safety requirements. At no time shall an employee perform a task that may endanger himself or herself, a fellow employee or the public.

ORIGINAL SIGNED BY

For the Union:

For the City:

Richard E. McKinley 11/2/2009 Carrie Blackwood 10/27/2009
Public Works Director IFPTE, Local 17

Joy St. Germain 11/3/2009
Human Resources Director

Eric Anderson 11/5/2009
City Manager

Roberta Burnett, Union Representative Joy St. Germain, Human Resources Director

Date Date

Richard E. McKinley, Public Works Director

Date

Rey Arellano, Interim City Manager

Date

**Letter of Understanding
By and Between
City of Tacoma
And
International Federation of Professional & Technical Engineers, Local 17**

Subject: Construction Division Restructuring

This letter of Understanding is entered into by the Parties for employees represented by the International Federation of Professional and Technical Engineers, Local 17 and covered by the 2007 collective bargaining agreement.

The Parties agree to the following terms:

Current certification for Engineering Construction Coordinators will be transferred to the Associate Construction Manager classification. This agreement will be continued in the successor contract. It is the intent of the parties to bargain the remaining certification issues during the current successor contract negotiations.

ORIGINAL SIGNED BY

For the Union: _____ **For the City:**

Rene Jankiewicz, Union Representative _____ Joy St. Germain, Human Resources Director
3/13/2008 _____ 3/14/2008

_____ Mike P Slevin, Interim Director of Public Works
_____ 3/13/2008

LETTER OF AGREEMENT
By and Between
City of Tacoma
and
International Federation of Professional & Technical Engineers, Local 17
Subject: Boot and Clothing Allowance

The Parties hereby agree that payment of the boot and clothing allowance pursuant to Article 9, Section 9.6 of the 2008-2010 CBA will be conducted in accordance with the following provisions:

1. "Field personnel" are defined as bargaining unit employees who spend a substantial amount of time performing work in the field and/or are assigned to do work in the field where safety boots and/or clothing are required by the City Safety Officer.
2. People in the following classifications will be considered to be "field personnel" for the purpose of receiving payment of the clothing and boot allowance.

Job Code	Title
2005	Assistant Chief Surveyor
2015	Assistant Construction Inspector
2045	Associate Construction Manager
2101	Building Inspector
2003	Chief Of Party
2102	Code Inspector Supervisor
5006	Community Service Work Crew Leader
2104	Construction Inspection Supervisor
2016	Construction Inspector
2046	Engineering Construction Coordinator
2019	Engineering Instrumentation Technician
5042	Grounds Maintenance Supervisor
5018	Landfill Supervisor
2119	Mechanical Inspector
2122	Senior Inspector
5028	Sewer Transmission System Maintenance Coordinator
5017	Solid Waste Collection Supervisor
5037	Solid Waste Route Supervisor
0625	Source Control Representative
5026	Street Maintenance Supervisor
2000	Survey Technician I
2001	Survey Technician II
2002	Survey Technician III
2022	Water Quality Technician

3. ~~Bargaining unit members who are in the Engineering Technician I-IV classifications will be eligible to receive the boot and clothing allowance if their supervisors determine that they meet the criteria specified in paragraph 1, above.~~
4. ~~Bargaining unit members not originally receiving the allowance, may request the allowance in the event that their assignment becomes substantially field work requiring appropriate safety footwear and/or clothing by submitting a request to their supervisor for determination that they meet the criteria specified in paragraph 1, above.~~
5. ~~All eligible employees hired between January 1 and June 30 of each calendar year of the Agreement will receive the entire boot and clothing allowance amount of \$300. Employees hired between July 1 and December 31 of each calendar year of the Agreement will receive one half of the boot and clothing allowance, an amount equal to \$150.~~

~~This letter of agreement is not intended to be used as a precedent with respect to any similar issues regarding employees represented by IFPTE, Local 17 or other employees employed by the City of Tacoma. This letter of Agreement is intended to be included as part of the 2008—2010 Collective Bargaining Agreement.~~

ORIGINAL SIGNED BY:

FOR IFPTE LOCAL 17:

~~Rene Jankiewicz, Union Representative
11/5/2008~~

FOR THE CITY OF TACOMA:

~~Joy St. Germain, Human Resources Director
11/6/2008~~

~~Mike P. Slevin, Interim PW Director
11/7/2008~~

~~William A. Gaines, Utilities Director
11/14/2008~~

~~Eric Anderson, City Manager
11/18/2008~~

**Letter of Agreement
Between
City of Tacoma
and
International Federation of Professional
and Technical ~~Engineers~~Employees, Local #17
Revised: September 17, 2011**

The following is an agreement reached between the City of Tacoma (City) and the ~~International Federation of Professional and Technical~~ EngineersEmployees, Local #17 (Union) regarding parking for Local 17 bargaining unit members assigned to General Government Public Works and Community and Economic Development employees, not including Tacoma Public Utilities employees, who are working in a classification which is regularly assigned a City vehicle, which is customarily parked in the City Zone of Park Plaza North, to use in the field during the performance of their assigned job duties:

1. Employees may choose to pay a monthly parking permit fee of ten dollars (\$10), to be collected through a monthly payroll deduction, to park their personal vehicle at Park Plaza North. When utilizing the City vehicle, employees will park in the space normally occupied by the City vehicle which they drive.
2. The City shall provide employees with a parking permit to be visibly displayed on their personal vehicle while parked in Park Plaza North.
3. ~~This Letter of Agreement will expire with the adoption of a successor bargaining agreement.~~ This Letter of Agreement will sunset on December 31, 2011. At that time, employees will need to make other arrangements for parking their personal vehicle.
4. The City reserves the right to raise this issue or any other issue as part of successor negotiations while knowing that the above-described parking rates shall remain in place until or unless a subsequent agreement is reached that alters this standard.

ORIGINAL SIGNED BY:

FOR THE CITYUNION:

FOR THE UNIONCITY:

Joy M. St. Germain _____ 3/5/2010 _____
Human Resources Director

Carrie E. Blackwood _____ 2/23/2010 _____
Union Representative

Richard E. McKinley _____ 3/8/2010 _____
Public Works Director

Eric A. Anderson _____ 3/10/2010 _____
City Manager

Roberta Burnett, Union Representative _____ Joy St. Germain, Human Resources Director _____

Date

Date

<u>Richard E. McKinley, Public Works Director</u>
<u>Date</u>
<u>Rey Arellano, Interim City Manager</u>
<u>Date</u>

**Memorandum of Understanding
Between
City of Tacoma
and
International Federation of Professional
and Technical Engineers, Local #17**

In order to settle the Chad Norman (Grievant) grievance, the City of Tacoma (City) and the International Federation of Professional and Technical Engineers, Local #17 (Union) agree to the following:

1. Grievant shall be compensated for one hundred and eight (108) hours at the High Pay rate minus any amount already paid. (It is understood that Grievant must produce documentation of such hours worked)
2. This settlement is not precedent setting for the City and the Union, except that, for the remainder of this contract period (2008—2010) the Union agrees that the new High Pay standard as created by the City Manager shall apply in the Public Works Department and is as follows:

When an employee is working 75 feet or higher above ground and a potential fall hazard exists that requires the employee to wear personal fall protection equipment in accordance with applicable safety regulations, an exceptional hazard shall be recognized and compensation shall be paid, as specified under Tacoma Municipal Code 1.12.170.

3. The Union reserves the right to raise this issue or any other issue as part of negotiations while knowing that the new High Pay standard shall remain in place until or unless a subsequent agreement is reached that alters this standard.

ORIGINAL SIGNED BY:

FOR THE CITY:

FOR THE UNION:

Joy M. St. Germain _____ 3/5/2010
Human Resources Director

Carrie E. Blackwood _____ Date
Union Representative _____ 2/23/2010

Richard E. McKinley _____ 3/8/2010
Public Works Director

Eric A. Anderson _____ 3/10/2010
City Manager

**Letter of Agreement
Between
City of Tacoma
and
International Federation of Professional
and Technical Engineers, Local #17**

The following is an agreement reached between the City of Tacoma (City) and the International Federation of Professional and Technical Engineers, Local #17 (Union) regarding the implementation of the negotiated results of the 2008 Classification and Compensation Study.

1. ~~Effective January 4, 2010, the wage rates for all classifications listed in Exhibit A and Exhibit B of the 2008-2010 collective bargaining agreement (with the exception of WWTP Operations Supervisor) will be adjusted in accordance with negotiated rates specified in the attached Final TA Document for L 17. The wage rates for the classification of WWTP Operations Supervisor will be retroactive to July 1, 2009.~~
2. ~~Effective January 4, 2010, all bargaining unit members will have their wage rate adjusted to the negotiated rates in accordance with the rules specified in Section 2, Wage Implementation of the attached Final TA Document for L 17.~~
3. ~~Effective January 4, 2010 Appendix A, Applications of Additional Rates, Appendix B, Applications of Additional Rates and Appendices C and D will be consolidated and revised in accordance with Section 7, Modifications to Current Collective Bargaining Agreement, of the attached Final TA Document for L 17.~~

ORIGINAL SIGNED BY:

FOR THE CITY:

FOR THE UNION:

~~Joy M. St. Germain 8/16/2010 Joseph L. McGee 7/23/2010
Human Resources Director Executive Director~~

~~Eric A. Anderson 8/23/2010 Carrie E. Blackwood 7/12/2010
City Manager Union Representative~~

~~William A. Gaines Rita Oster 8/13/2010
Director of Utilities/CEO~~

~~Deris Sorum 8/24/2010 Greg Perez 8/2/2010
City Clerk~~

~~_____ Tim Peters 7/28/2010~~

~~_____ Vida Piera 7/30/2010~~

~~_____ Mark Schmidt 8/5/2010~~

~~_____ Maurice Wright 7/28/2010~~

Final TA Document for L 17

This Letter of Agreement is entered into between the City of Tacoma (City) and the International Federation of Professional and Technical Engineers, Local 17 to memorialize agreements reached between the parties regarding the impacts of a classification compensation study. The wages will be adjusted as follows:

Job Code	Tacoma Job Title	CoT 2009 Top Step	2009 Actual Base 70th Market Hourly Rate (Will serve as top step of pay structure.)	2009 % Dif. From Actual Market 70th
5361	Animal Control & Compliance Supervisor	\$26.83	\$27.58	-2.8%
2101	Building Inspector	\$31.54	\$34.73	-10.1%
6010	Building Maintenance Supv	\$32.30	\$39.35	-21.8%
5202	Carpenter Crew Leader	\$30.43	\$32.99	-8.4%
2003	Chief of Party	\$31.54	\$33.19	-5.3%
New	Chief of Party, PLS	\$33.43	\$35.18	-5.3%
2006	Chief Surveyor	\$43.66	\$45.95	-5.3%
2005	Chief Surveyor, Asst	\$35.62	\$37.49	5.3%
New	Chief Surveyor, Asst, PLS	\$37.76	\$39.74	-5.3%
2102	Code Inspector Supervisor	\$36.87	\$40.06 (Parity with CMA)	-8.6%
5006	Community Svc Work Crew Leader	\$22.44	\$28.46	26.8%
5006G	Community Svc Work Crew Leader, +5%	\$23.56	\$29.87	26.8%
2015	Construction Inspector Asst	\$27.84	\$30.66	-10.1%
2016	Construction Inspector	\$31.54	\$34.73	-10.1%
2104	Construction Inspector Supervisor	\$36.87	\$40.06 (Parity with CMA)	8.6%
2045	Construction Manager, Associate	\$35.81	\$40.06	-11.9%
2024	Distribution Engineering Tech II ¹	\$35.92	No incumbents.	
2046	Engineering Construction Coordinator	\$35.12	\$39.29	-11.9%
2019	Engineering Instrumentation Tech	\$32.38	\$35.43	-9.4%
2021	Engineering Office Coordinator	\$32.38	\$35.43	-9.4%
2010	Engineering Technician I	\$23.89	\$26.14	-9.4%
2010	Engineering Technician II	\$27.20	\$29.76	-9.4%
2012	Engineering Technician III	\$29.97	\$32.79	-9.4%
2004	Engineering Technician IV	\$32.97	\$36.08	-9.4%

Final TA Document for L 17

Job Code	Tacoma Job Title	CoT-2009 Top Step	2009 Actual Base 70th Market Hourly Rate (Will serve as top step of pay structure.)	2009 % Dif. From Actual Market 70th
6020	Facilities Maintenance & Repair Supv	\$35.50	\$39.35	-10.8%
4209	Forensic Services Supervisor	\$37.90	\$41.35	-9.1%
5042	Grounds Maintenance Supv	\$34.56	\$39.54	-14.3%
2122	Inspector, Senior	\$33.43	\$36.82	-10.1%
2026	LID Rep	\$32.64	\$35.71	-9.4%
2027	LID Rep, Senior	\$38.43	\$42.04	-9.4%
5018	Land Fill Supervisor	\$35.50	\$39.54	-11.3%
2119	Mechanical Inspector	\$31.54	\$34.73	-10.1%
5206	Painter Crew Leader	\$29.49	\$30.48	-2.3%
0070	Parking Enforcement Officer	\$23.77	\$22.59	5.0%
New	Parking Enforcement Officer, Lead	New	\$23.72*	*105% of Parking Enforcement Officer
0072	Parking Enforcement Supervisor	\$25.90	\$29.54	-13.9%
2008	Permit Specialist	\$26.35	\$28.83	-9.4%
2009	Permit Specialist, Senior	\$29.88	\$32.69	-9.4%
0035	Real Estate Specialist	\$23.50	\$26.75	-13.8%
0404	Real Estate Specialist, Senior	\$32.38	\$35.69	-10.2%
2007	Residential Plans Examiner ⁴	\$29.88	No incumbents	
2108	Road Use Compliance Officer	\$25.88	\$29.54	-13.9%
New	Road Use Compliance Officer Supervisor	28.47	\$32.46	-13.9%
5028	Sewer Trans Sys Maintenance Coordinator	\$32.30	\$35.49	-8.9%
New	Sewer Trans Sys Maintenance Supervisor	New	\$39.54*	*110% of Coordinator
5017	Solid Waste Collection Supv	\$35.50	\$39.54	-11.3%
5037	Solid Waste Route Supervisor	\$32.30	\$35.92	-11.2%
0625	Source Control Representative ⁴	\$31.40	\$32.48	-2.5%
New	Source Control Representative, Senior	New	\$35.40*	*110% of SCR.

Final TA Document for L 17

Job Code	Tacoma Job Title	CoT 2009 Top Step	2009 Actual Base 70th Market Hourly Rate (Will serve as top step of pay structure.)	2009 % Dif. From Actual Market 70th
5026	Street Maintenance Supv	\$34.56	\$39.54	-14.3%
2000	Survey Technician I ⁺	\$22.86	No incumbents	
2001	Survey Technician II	\$24.18	\$25.45	-5.2%
2002	Survey Technician III	\$27.70	\$29.24	-5.2%
0613	Utility Services Rep I	\$26.35	\$28.83	-9.4%
0614	Utility Services Rep II	\$35.20	\$38.64	-9.4%
5345	Vehicle & Equip Shop Supv, Senior	\$35.50	No incumbents	
2022	Water Quality Technician ⁺	\$32.38	No incumbents	
3105	WWTP Lab Analyst ²	\$30.15	\$32.29	-7.1%
3106	WWTP Lab Analyst, Senior ³	\$31.12	\$36.96	-18.8%
5107	WWTP Operations Supervisor ⁴	\$36.99	\$45.89	-24.1%

Footnotes:

1. ~~Distribution Engineering Technician, Residential Plans Examiner, Survey Technician I, and Water Quality Technician: Delete unused classifications.~~
2. ~~WWTP Lab Analyst: This class will be re-titled to Environmental Lab Analyst.~~
3. ~~WWTP Lab Analyst, Sr.: This class will be re-titled to Environmental Lab Analyst, Senior.~~
4. ~~WWTP Operations Supervisor: Wage increase retroactive to 7/1/2009~~

2. Wage Implementation: The rules for implementation of the proposed market-based salary rate adjustments upon agreement are as follows]:

- A. ~~Retroactivity: All adjustments shall be made retroactive to January 4, 2010, except for the classification title of WWTP Operations Supervisor, which will be retroactive to July 1, 2009 per Footnote 4 above.~~
- B. ~~Pay Ranges and Steps: The top step of the current pay range for each class will be adjusted to the 70th percentile value of the market. The current number of steps in the pay range shall not change, and the percentage between steps shall continue to be at 5% increments or in accordance with current differential whichever is greater. All steps shall be recomputed off of the 70th percentile value.~~

~~No Loss In Pay: No Employee will undergo a loss to base pay, including certification pay, as the result of the classification and compensation study.~~
- C. ~~Employees who are placed in a step in the adjusted range that is below the top step of the range shall be eligible to advance to the next automatic step on their anniversary date in accordance with current practice.~~

Final TA Document for L 17

~~D. Employees will maintain their current step in the adjusted range unless their classification receives a greater than fifteen percent (15%) adjustment. If an employee's classification receives a greater than fifteen percent (15%) adjustment then the employee will be placed on the step on the adjusted range that provides the highest increase without exceeding fifteen percent (15%). If placing an employee on the first step on the adjusted range results in a greater than fifteen percent (15%) increase then said employee shall be placed on the first step of the new range even if it results in a greater than fifteen percent (15%) increase.~~

~~E. Rate Freeze: Employees whose current total pay exceeds the top step of the adjusted range will be frozen at the current rate.~~

~~F. Certification Pay: Individuals who are currently receiving certification pay will have the certification rate included as part of base pay. They will then be placed on the step of the adjusted range that includes their certification pay and puts them on an even step which provides the greatest increase without exceeding an increase of fifteen percent (15%) and without exceeding the top step of the adjusted range.~~

~~i. An employee who is currently at top step and receiving two and a half percent (2.5%) certification pay shall receive a lump sum payment of one thousand dollars (\$1000).~~

~~ii. An employee who is currently at top step and receiving five percent (5%) certification pay shall receive a lump sum payment of one thousand and five hundred dollars (\$1500).~~

~~iii. Employees who obtain one of the certifications being eliminated as part of this agreement shall have their 1/04/2010 step adjusted to reflect the certification as long as proof of such certification is delivered to their supervisor no later than March 31, 2010.~~

~~3. **New Classifications:** The City shall create the following new classifications and reallocate incumbents that are performing appropriate duties to the new classes. The proposed pay rates for these classes and their basis are included in the wage table above. The City will provide draft class specifications for the above mentioned new classifications. New classes shall be represented by Union pursuant to Article 2 of the current collective bargaining agreement. The parties hereby agree to bargain over wages for said new classifications following review of the draft classification specifications by the Union:~~

- ~~• Chief of Party, PLS~~
- ~~• Chief Surveyor, Asst, PLS~~
- ~~• Parking Enforcement Officer, Lead~~
- ~~• Road Use Compliance Officer Supervisor~~
- ~~• Sewer Transmission Maintenance Supervisor~~
- ~~• Source Control Representative, Senior~~
- ~~• Utility Service Representative*: USR when assigned Lead will be time card upgraded to USR II for hours assigned.~~

~~4. **Misclassification:** No later than Wednesday, March 31, 2010, the Union will provide to the City a list of members who feel that they are improperly classified. The listed members, upon request by the City, will submit an updated Position Description Questionnaire (PDF) describing their current duties.~~

Final TA Document for L 17

- ~~5. **2010 Aging Factor "Me Too":** The City agrees Union members will be eligible to receive any adjustments to 2010 pay which may be awarded to any City of Tacoma represented unit or unrepresented group if, and only if, such pay adjustments are based on 2009 survey data adjusted to July 1, 2010 using an aging factor. Such adjustments do not include specific increases to 2010 pay from pre-existing language in any current collective bargaining agreement.~~
- ~~6. For classifications that remain subject to impacts to results of negotiations still in progress with other Unions, for example Community Service Work Crew Leader and Animal Control Supervisor, the parties agree to re-open impacted classifications for negotiations no later than 30 days after the completion of said negotiations.~~
- ~~7. **Modifications to Current Collective Bargaining Agreement:**~~
- ~~1. It is understood as part of this agreement that Appendix A, Applications of Additional Rates, Appendix B, Applications of Additional Rates and Appendices C and D will be consolidated and revised as follows:~~

APPENDIX A

Application of Additional Rates

- ~~A. **5020 Carpenter Crew Leader Hard Core Underground:** A Carpenter Crew Leader required by his/her supervisor to work in hard core underground shall receive an additional three percent for the time actually worked underground with a two (2) hour minimum.~~
- ~~B. **Certification Pay:** All employees shall receive up to 5% of their based rate of pay for obtaining and maintaining certifications listed in Appendix C and Appendix D. Appendix C lists eligible certification for all employees. Appendix D lists additional eligible certifications for specific job classification. Employees are responsible for the cost of the certifications, including renewals; however tuition reimbursement may be approved, if appropriate. An employee shall be eligible for up to two (2) certifications paid at 2.5% each. Certification pay shall not exceed 5% of an employee's base rate of pay. For Building or Mechanical Inspectors, the first certification must be an ICC certification that supports the specific area of the employee's work.~~

~~Certifications may be added to the Appendices C and D with Management approval during the term of the Agreement. Employees may submit a written request to their supervisor or manager to have a certification added to Appendix C or D. The request shall include documentation of approximate or near equal difficulty and number of hours necessary to obtain the certification. Requests will be considered in good faith and denials will not be arbitrary or capricious.~~

~~C. **Forensic Services Supervisor**~~

~~A Forensics Services Supervisor possessing a B.A. or a Tacoma Community College Supervisory/Management Certification will receive an additional 5 percent.~~

Final TA Document for L 17

APPENDIX B Application of additional rates

~~A. — Certification Pay: All employees shall receive up to 5% of their based rate of pay for obtaining and maintaining certifications listed in Appendix C and Appendix D. Appendix C lists eligible certification for all employees. Appendix D lists additional eligible certifications for specific job classification. Employees are responsible for the cost of the certifications, including renewals; however tuition reimbursement may be approved, if appropriate. An employee shall be eligible for up to two (2) certifications paid at 2.5% each. Certification pay shall not exceed 5% of an employee's base rate of pay. For Building or Mechanical Inspectors, the first certification must be an ICG certification that supports the specific area of the employee's work.~~

~~Certifications may be added to the Appendices C and D with Management approval during the term of the Agreement. Employees may submit a written request to their supervisor or manager to have a certification added to Appendix C or D. The request shall include documentation of approximate or near equal difficulty and number of hours necessary to obtain the certification. Requests will be considered in good faith and denials will not be arbitrary or capricious.~~

~~B. — 0613 A Utility Services Representative I when assigned lead duties shall receive an additional 5% percent of his/her base rate of pay.~~

~~C. — 0614 A Utility Services Representative II certified under the law of the State of Washington as a Professional Engineer, shall receive an additional 9% percent of his/her base rate of pay.~~

~~D. — 2003 A Chief of Party who obtains a Professional Land Surveyor license shall be paid an additional 6% of his/her base rate of pay. An incumbent who qualifies for the application of rate is ineligible to receive certification pay.~~

~~E. — 2005 An Assistant Chief Surveyor who obtains a Professional Land Surveyor license shall be paid an additional 6% of his/her base rate of pay. An incumbent who qualifies for the application of rate is ineligible to receive certification pay.~~

~~A. — 2016 Construction Inspector will receive the non-automatic step 6 rate of pay after completion of a) 5 years as a City of Tacoma Construction Inspector and 60 applicable educational credits after hire with the City, or b) after 15 years as a City of Tacoma Construction Inspector or c) upon management discretion. Each incumbent is responsible for developing his/her training/education plan jointly with the appropriate manager.~~

~~B. — C2019 An Engineering Instrumentation Technician assigned lead responsibilities for two or more Instrumentation Technicians, CSC 2018, shall receive an additional 5 percent of his/her base rate for all hours so assigned.~~

~~C. — D.2019 An Engineering Instrumentation Technician, working in Public Works Resource Recovery, will receive an additional 5 percent application of rate over base wage based on working conditions.~~

~~D. — 5006 A Community Services Work Crew Leader assigned to supervise one or more other Community Service Work Crew Leaders shall receive an additional 5% of his/her base rate of pay.~~

Final TA Document for L 17

~~J. 5028 A Sewer Transmission System Maintenance Coordinator when assigned lead will be paid the non-automatic step 6 rate of pay and will be eligible to advance to step 7 pursuant to step progression procedures outlined in the Compensation Plan.~~

~~K. 2045 An Associate Construction Manager certified as a Certified Construction Manager through the Construction Manager Certification Institute or certified under the law of the State of Washington as a Professional Engineer, shall receive an additional 9% over his/her base rate of pay.~~

~~L. 2108 A Road Use Compliance Officer (CSC 2108) shall be paid an additional 10 percent over his/her regular rate of pay when assigned as supervisor.~~

Appendix C

~~ICC Building Inspector
ICC Electrical Inspector
ICC Plumbing Inspector
ICC Mechanical Inspector
ICC Building Plans Examiner
ICC Permit Technician
ICC Property Maintenance & Housing Inspector
ICC Commercial Energy Inspector
ICC Commercial Energy Plans Examiner
ICO Structural Masonry Special Inspector
ICC Structural Steel and Bolting Special Inspector
ICO Structural Steel & Welding Special Inspector
ICC Prestressed Concrete Special Inspector
ICC Reinforced Concrete Special Inspector
ICC Certified Building Official
ICC Electrical Plans Examiner
ICC Mechanic Plans Examiner
ICC Residential Plans Examiner
ICC Zoning Inspector
ICC Disaster Response Inspector
ICC Accessibility Inspector/Plans Examiner
ICC Residential Energy Inspector/Plans Examiner
ICC Earthwork Construction
Certified Professional in Storm Water Quality
Land Surveyor in Training~~

~~The following certifications shall be eligible for 5% Certification Pay:~~

~~Engineer In Training from the State of Washington
Engineer In Training Waiver from the State of Washington
Senior Right-of-Way Agent Certification~~

Final TA Document for L 17

Appendix D

Code	Classifications eligible for 2.5%-cert pay		NICET Level III or IV CE Tech	NICET Level III or IV ME Tech	NICET Level III or IV EE Tech	IECA Erosion Control	AGI Concrete Transportation Construction Inspection
2101	Building Inspector		X	X		X	
2003	Chief Of Party						
	Power					X	
	Public Works		X			X	
	Water					X	
2005	Chief Surveyor, Assistant						
	Power					X	
	Public Works		X			X	
	Water					X	
2102	Code Inspector Supervisor		X	X		X	
5006	Community Services Work Crew Leader						
2016	Construction Inspector						
	Power		X			X	X
	Public Works		X	X	X	X	X
	Water		X	X		X	X
2015	Construction Inspector, Assistant		X	X	X	X	X
2104	Construction Inspector Supervisor		X	X	X	X	X
2024	Distribution Engineering Technician II					X	
2010	Engineering Technician I						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X		
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	
2011	Engineering Technician II						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X		
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	
2012	Engineering Technician III						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X		
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	

Final TA Document for L 17

Code	Classifications eligible for 2.5% cert pay		NICET Level III or IV CE Tech	NICET Level III or IV-ME Tech	NICET Level III or IV-EE Tech	IECA Erosion Control	ACI-Concrete Transportation Construction Inspection
2004	Engineering Technician-IV						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X	X	
	Public Works Construction		X	X	X	X	
	Public Works Engineering		X	X	X	X	
	Public Works Sewer Engineering		X	X	X	X	
2046	Engineering Construction Coordinator						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Public Works Construction		X	X	X	X	X
	Public Works Engineering		X	X	X		X
	Public Works Sewer Engineering		X	X	X	X	
2019	Engineering Instrumentation Technician		X	X	X		
2021	Engineering Office Coordinator						
	Power	CIVIL	X	X		X	
	Power	ELEC			X		
	Water		X	X	X	X	
2122	Inspector-Senior		X	X		X	
2026	L+D Representative		X			X	
2027	L+D Representative, Senior		X			X	
2119	Mechanical Inspector		X	X			
0070	Parking Enforcement Officer						
2008	Permit Specialist		X	X			
2009	Permit Specialist, Senior		X	X			
0406	Real Estate Mgmt Supervisor		X				
0035	Real Estate Specialist		X				
0401	Real Estate Specialist, Senior		X				
2007	Residential Plans Examiner		X	X		X	
2000	Survey Technician-I						
	Power					X	
	Water		X			X	
	Public Works Construction		X			X	
2001	Survey Technician-II						
	Power					X	
	Water		X			X	
	Public Works Construction		X			X	
2002	Survey Technician-III						
	Power					X	
	Water		X			X	
	Public Works Construction		X			X	

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Code	Classifications eligible for 2.5% cert pay	NICET Level III or IV-CE Tech	NICET Level III or IV-ME Tech	NICET Level III or IV-EE Tech	IECA Erosion Control	ACI-Concrete Transportation Construction Inspection
0613	Utility Services Representative-I					
	Power			X		
	Water	X	X	X		
0614	Utility Services Representative-II					
	Power			X		
	Water	X	X	X	X	
0625	Source Control Representative	X	X	X	X	
2022	Water Quality Technician					
	Public Works	X			X	
	Water					

Code	Classifications eligible for 2.5% cert pay	Class-I Chief Operating Engineer				
0625	Source Control Representative	X				

Code	Classifications eligible for 5% cert pay	ASE Automotive/ Heavy Duty Truck Tech	Certified Construction Manager (by CMAA)	Certificate Program in Construction Mgmt (U-of W)	Bachelor's degree or-TCC Supv/Mgmt Certification	
2016	Construction Inspector					
	Public Works		X	X		
	Water		X	X		
2015	Construction Inspector, Assistant		X	X		
2104	Construction Inspector, Supervisor		X	X		
2046	Engineering Construction Coordinator		-	-		
	Public Works Construction		X	X		
	Public Works Engineering		X	X		
4209	Forensic Services Supervisor				X	
5345	Vehicle & Equipment Shop Supervisor, Sr	X				

**Letter of Agreement
Between
City of Tacoma
and
International Federation of Professional
and Technical Engineers, Local #17**

Subject: Amend the Classification Compensation Letter of Agreement

Amending the Letter of Agreement reached between the City of Tacoma and International Federation of Professional and Technical Engineers, Local 17, adopted by City Council Resolution 38038, May 25, 2010.

1. ~~Effective as of January 4, 2010:~~
 - a. ~~The top step for Community Service Work Crew Leader shall be \$30.60, which is 5% lower than the Community Service Work Crew Leader, Lead rate of \$32.13.~~
 - b. ~~The top step for Community Service Work Crew Leader Lead shall be \$32.13. This is five (5) percent higher than the Community Service Work Crew Leader, and is based on parity with the Local 117 represented classification of Street Maintenance Crew Leader.~~
 - c. ~~The top step for Parking Enforcement Officer, Lead shall be set at \$24.95, which is equal to 110% of the Parking Enforcement Officer rate.~~
 - d. ~~The Step 5 rate for Construction Inspector shall be \$34.73, with an additional non-automatic Step 6 rate of \$36.82 paid in accordance with the current collective bargaining agreement.~~
 - e. ~~The Sewer Transmission Systems Maintenance Coordinator's Step 5 rate shall be \$35.19. Current Step 6 and 7 will be eliminated.~~
 - f. ~~The job title of Road Use Compliance Officer Supervisor will be changed to Road Use Compliance Supervisor.~~
2. ~~G. "Certification Pay" language from the Letter of Agreement will be amended as follows:~~
 - iv. ~~An employee who is currently at top step and receiving two and a half percent (2.5%) certification pay shall receive a lump sum payment of one thousand dollars (\$1000).~~
 - v. ~~An employee who is currently at top step and receiving five percent (5%) certification pay shall receive a lump sum payment of one thousand and five hundred dollars (\$1500).~~
 - iii. ~~Employees who obtain one of the certifications being eliminated as part of this agreement shall have their 1/04/2010 step adjusted to reflect the certification as long as proof of such certification is delivered to their supervisor no later than March 31, 2010. If such employee is at the top step of the adjusted range then said employee shall receive the lump sum payment outlined in "i" and "ii" above.~~

3. ~~B. "Pay Ranges and Steps" from the Letter of Agreement will be amended as follows:~~

~~The top step of the current pay range for each class will be adjusted to the 70th percentile value of the market. The current number of steps in the pay range shall not change, and the percentage between steps shall continue to be at 5% increments working from the top step backwards, or in accordance with current differential whichever is greater. All steps shall be recomputed off of the 70th percentile value.~~

ORIGINAL SIGNED BY:

FOR THE CITY:

FOR THE UNION:

Joy M. St. Germain 8/16/2010 Human Resources Director

Joseph L. McGee 7/23/2010 Executive Director

Eric A. Anderson 8/23/2010 City Manager

Carrie E. Blackwood 7/12/2010 Union Representative

William A. Gaines Director of Utilities/CEO

Rita Oster 8/13/2010

_____ Greg Perez 8/2/2010

_____ Tim Peters 7/28/2010

_____ Vida Piera 7/30/2010

_____ Mark Schmidt 8/5/2010

_____ Maurice Wright 7/28/2010