

20072008 – 2010

AGREEMENT

BY

CITY OF TACOMA

AND

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

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20072008 – 2010  
AGREEMENT

By and Between

CITY OF TACOMA and  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS 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 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, or 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 verbally notify the employee's immediate supervisor of the grievance shall meet to discuss the grievance. Otherwise, the right to file a grievance is forfeited. Within ten (10) working 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 ten (10) working 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 ten (10) working 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 ten (10) working 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 ten (10) working fourteen (14) calendar days thereafter, management shall respond in writing to the Union representative and employee.

Step 4 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 fifteen (15) working twenty-one (21) calendar days of the Step 3 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 ~~thirty (30) working~~ 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 incident 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 a steward at any location (not to exceed fifteen in number) where members are employed under the terms of this Agreement. The steward shall see 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 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 expense.

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 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. This section does not prohibit Departments from providing gear in addition to the 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.

## 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.

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.

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

- 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 of each year. Assignments of PTO shall be based on seniority in each classification. All requests received after April 1 will be allowed as openings occur based on date and time of submittal (first come – first served).

Section 10.2-3 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. E. Vacation requests shall be turned in prior to April 1 of each year. Assignments of vacation shall be based on seniority in each classification. All requests received after April 1 will be allowed as openings occur based on date and time of submittal (first come – first served).

Section 10.3-4 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 10.4-5 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 10.5-6 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 25<sup>th</sup> shall be compensated at two times the regular rate, in addition to receiving holiday pay if the day is also a City recognized holiday.

Section 10.6-7 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 10.7-8 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 10.8-9 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. 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 10.9-10 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 10.10-11 Layoff: Any layoffs necessary in this bargaining unit will be made pursuant to Section 1.24.900 of the Personnel Rules.

Section 10.11-12 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 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 ~~\$10.00~~ \$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

- 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. An upgrade is defined as the filling of a temporary vacancy within the bargaining unit that is in the next higher classification in the class series which receives a higher rate of pay. An employee in a timecard upgrade 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. In the filling of temporary vacancies, the City need not upgrade 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. Instances of emergency vacancies may be filled to meet the City's immediate needs.
- E. 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 the temporarily upgraded employee is in the same section, division or department. If no eligible list exists, such vacancy shall be filled on a seniority basis pursuant to subsection C above.
- 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.

## 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~~ ~~W~~work performed on the Fourth of July, Thanksgiving Day and Christmas Day from 0001 to Midnight when said work is performed during normally scheduled hours for the affected employee (Either an 8 hour or 10 hour day, depending upon the work schedule of the employee), shall be paid at the time and one half (1 $\frac{1}{2}$ ) ~~rate~~ **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 Fourth of July, Thanksgiving Day, and Christmas Day (December 25<sup>th</sup>),** will be paid at the time and one half (1 $\frac{1}{2}$ ) 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  $\frac{1}{2}$ ) 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 hours and it is not on the employee's second day off, the hours in excess of three will be paid at the time and one half (1  $\frac{1}{2}$ ) rate. For hours in excess of three 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 ~~two (2)~~ \$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 ~~two (2)~~ \$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 12.7 - 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 12.8 - 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 - NON-DISCRIMINATION

##### Section 13.1

- 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 - DISCIPLINE

Section 14.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of offense and prior record of discipline.

Section 14.2 The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 14.3 The Employer agrees to notify the Union in writing that an employee may be subject to disciplinary action.

Section 14.4 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 hearing. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

Section 14.5 No later than three (3) working days prior to the pre-disciplinary hearing, 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 the Employer has in his/her possession.

Section 14.6 The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 14.7 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 14.8 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, 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 ~~two~~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 ~~two~~three-year period, the ~~two~~three-year period begins with the subsequent discipline.

Section 14.9 A suspension in excess of ~~five~~three (5)3 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 ~~five~~(5)~~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 - 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 - PAY RATES

Employees in those classifications represented by the Union shall be paid, commencing January 1, ~~2007-2008~~ in accordance with the wage rates specified in Appendices A and B attached hereto and incorporated herein by this reference.

#### ARTICLE 17 - 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.~~

~~Thirty (30) days prior to implementing contracting/subcontracting out of bargaining unit work, the City will notify the Union in writing. 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 - LABOR MANAGEMENT COMMITTEE

Section 18.1 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 TERM OF AGREEMENT

This agreement shall remain in full force and effect from January 1, ~~2007-2008~~ to and including December 31, ~~2007-2010~~ 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 \_\_\_\_\_  
~~2007~~2008.

CITY OF TACOMA

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Joseph L. McGee, Executive Director

\_\_\_\_\_  
Director of Utilities

\_\_\_\_\_  
~~RENE JANKIEWICZ~~ Rene Jankiewicz, Union  
Representative

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
~~Kris McColeman~~ Leonora Litz-Davis

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
~~Michael Fears~~ Rita Oster

Approved as to form:

\_\_\_\_\_  
Tim Peters

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
Cary Jensen Helene Vondetti

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Vida Piera Maurice Wright

Legislative Draft

APPENDIX A

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL  
#17 AFL-CIO  
SUPERVISORS UNIT, 2007-2008 RATES OF PAY

Effective January 1, 2007, the 2006 rates shall increase by a cost of living adjustment of one (1) percent as reflected below: 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	21.2 6	22.38	24.0 9	24.8 1	26.1 2		
6010	Building Maintenance Supervisor	28.4 9	29.92	31.4 4				
5202	Carpenter Crew Leader	29.6 2						
2006	Chief Surveyor	34.9 3	36.71	38.5 4	40.4 6	42.5 0		
2102	Code Inspector Supervisor	29.5 3	31.02	32.5 5	34.2 0	35.8 9		
2104	Construction Inspection Supervisor	29.5 3	31.02	32.5 5	34.2 0	35.8 9		
6020	Facilities Maintenance & Repair Supervisor	29.8 4	31.33	32.9 1	34.5 6			
4209	Forensic Services Supervisor	35.1 6	36.90					
5042	Grounds Maintenance Supervisor	30.5 0	32.04	33.6 4				
2027	L I D Rep, Senior	30.7 7	32.36	33.9 5	35.6 6	37.4 1		
5018	Landfill Supervisor	32.9 1	34.56					
5206	Painter Crew Leader	28.7 1						
0072	Parking Enforcement Supervisor	20.9 4	21.93	22.9 6	24.0 7	25.2 1		
2009	Permit Specialist, Senior	23.9 9	25.11	26.4 3	27.6 6	29.0 9		
5017	Solid Waste Collection Supervisor	32.9 1	34.56					
5037	Solid Waste Route Supervisor	31.4 4						
5026	Street Maintenance Supervisor	30.5 0	32.04	33.6 4				
5345	Vehicle & Equip Shop Supervisor, Senior	31.3 3	32.91	34.5 6				
5107	WWTP Operations Supervisor	29.6 3	31.11	32.6 3	34.3 0	36.0 1		

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 75<sup>th</sup> 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 75<sup>th</sup> 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 ~~\$2-003.00~~ 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 be paid receive up to 5% of their based rate of pay certification pay for holding an Engineering-In-Training, Engineer in Training Waiver from the State of Washington, or Senior Right-Of-Way Agent Certification and 2.5% certification pay for holding a certificate listed in Appendix C or a Land Surveyor-In-Training certification. Additionally, employees in the following classifications will qualify for certification pay as provided 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. Certifications may be added to the certification Appendixes with management's approval during the life of the Agreement. Employees are responsible for the cost of the certifications, including renewals; however tuition reimbursement may be approved, if appropriate. An employee may be paid shall be eligible for up to two (2) certifications paid at 2.5% each. A maximum of five percent in eCertification pay may be earned shall not exceed 5% of an employee's base rate of pay. For Building or Mechanical Inspectors, the first certification must be an IGB-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.~~

~~Eligible Appendix A classifications:~~

~~Code Inspector Supervisor  
Construction Inspector Supervisor  
Real Estate Management Supervisor  
LID Representative, Senior  
Permit Specialist, Senior~~

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.

APPENDIX B

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL  
#17 AFL-CIO  
TECHNICAL UNIT, 2007-2008 RATES OF PAY

Effective January 1, 2008, all base wage rates shall increase by 3.72 percent over 2007 rates. Effective January 1, 2007, the 2006 rates shall increase by a cost of living adjustment of one (1) percent as reflected below.

Code	Title	1	2	3	4	5	6	7
2101	Building Inspector	25.21	26.52	27.87	29.25	30.70		
2003	Chief Of Party	25.21	26.52	27.87	29.25	30.70		
2005	Chief Surveyor, Asst	28.53	29.96	31.49	33.05	34.68		
5006	Community Service Work Crew Leader	17.97	18.89	19.82	20.82	21.85		
2016	Construction Inspector	25.21	26.52	27.87	29.25	30.70	32.54	
2015	Construction Inspector, Asst	22.31	23.44	24.62	25.83	27.10		
<u>2045</u>	<u>Construction Manager, Associate</u>	28.67	30.12	31.62	33.20	34.86		
2024	Distribution Engineering Technician II	28.74	30.20	31.71	33.35	34.97		
2046	Engineering Construction Coord	28.12	29.53	31.01	32.55	34.19		
2019	Engineering Instrumentation Technician	25.89	27.20	28.59	30.04	31.52		
2021	Engineering Office Coordinator	25.89	27.20	28.59	30.04	31.52		
2010	Engineering Technician I	19.14	20.10	21.10	22.15	23.26		
2011	Engineering Technician II	21.80	22.88	24.03	25.21	26.48		
2012	Engineering Technician III	24.02	25.20	26.46	27.80	29.18		
2004	Engineering Technician IV	26.41	27.73	29.10	30.58	32.10		
2122	Inspector, Senior	26.77	28.11	29.53	31.01	32.54		
2026	L I D Representative	26.15	27.48	28.82	30.24	31.78		
2119	Mechanical Inspector	25.21	26.52	27.87	29.25	30.70		
0070	Parking Enforcement Officer	19.22	20.13	21.09	22.08	23.14		
2008	Permit Specialist	21.35	22.31	23.37	24.42	25.65		
0035	Real Estate Specialist	18.83	19.76	20.74	21.80	22.88		
0401	Real Estate Specialist, Senior	25.89	27.20	28.59	30.04	31.52		
2007	Residential Plans Examiner	23.99	25.11	26.43	27.66	29.09		
2108	Road Use Compliance Officer	20.97	21.93	22.97	24.00	25.19		
5028	Sewer Transmission System Maintenance Coordinator	25.86	27.14	28.49	29.92	31.44	32.91	34.56
0625	Source Control Representative	25.11	26.39	27.67	29.08	30.57		
2000	Survey Technician I	18.28	19.20	20.17	21.18	22.25		
2001	Survey Technician II	19.34	20.31	21.36	22.39	23.54		
2002	Survey Technician III	22.22	23.34	24.52	25.73	27.05		
0613	Utility Services Rep I	21.35	22.31	23.37	24.42	25.65		
0614	Utility Services Rep II	28.27	29.70	31.16	32.70	34.36		
2022	Water Quality Technician	25.89	27.20	28.59	30.04	31.52		
3105	WWTP Lab Analyst	24.16	25.38	26.62	27.96	29.35		

3106 WWTP Lab Analyst, Senior 24.96 26.18 27.48 28.83 30.30

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 75<sup>th</sup> 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 75<sup>th</sup> 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 Class Code

Stand-By Pay: When an "A" overtime category employee is assigned to stand-by by his/her supervisor he/she shall receive ~~\$2.00~~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 be paid receive up to 5% of their based rate of pay certification pay for holding an Engineering In Training, Engineer in Training Waiver from the State of Washington, or Senior Right Of Way Agent Certification and 2.5% certification pay for holding a certificate listed in Appendix C or a Land Surveyor In Training certification. Additionally, employees in the following classifications will qualify for certification pay as provided 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. Certifications may be added to the certification Appendixes with management's approval during the life of the Agreement.~~ Employees are responsible for the cost of the certifications, including renewals; however tuition reimbursement may be approved, if appropriate. An employee ~~may be paid~~ shall be eligible for up to two (2) certifications paid at 2.5% each. ~~A maximum of five percent in e~~ Certification pay may be earned shall not exceed 5% of an employee's base rate of pay. For Building or Mechanical Inspectors, the first certification must be an ICBO-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.

Eligible Appendix B classifications:

~~Building Inspector  
Chief of Party (see application of additional rates)  
Chief Surveyor, Assistant (see application of additional rates)  
Community Services Work Crew Leader  
Construction Inspector  
Construction Inspector, Assistant  
Distribution Engineering Technician II  
Engineering Construction Coordinator  
Engineering Instrumentation Technician  
Engineering Office Coordinator  
Engineering Technician I  
Engineering Technician II  
Engineering Technician III~~

~~Engineering Technician IV  
LID Representative  
Inspector, Senior  
Mechanical Inspector  
Parking Enforcement Officer  
Permit Specialist  
Real Estate Specialist  
Real Estate Specialist, Senior  
Resident Plans Examiner  
Source Control Representative  
Survey Technician I  
Survey Technician II  
Survey Technician III  
Utility Services Representative I  
Utility Services Representative II  
Water Quality Technician~~

- ~~A.B.~~ 0613 A Utility Services Representative I when assigned lead duties shall receive an additional 5% percent of his/her base rate of pay.
- ~~B.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.
- ~~C.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.
- ~~D.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.
- ~~E.F.~~ 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.
- ~~F.G.~~ 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.
- ~~G.H.~~ 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.
- ~~H.I.~~ 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.
- ~~I.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.

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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  
ICBO Structural Masonry Special Inspector  
ICC Structural Steel and Bolting Special Inspector  
ICBO 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

~~ICC Certified Building Insp~~  
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	ACI 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	

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 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	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)	Bachelors 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				
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