

2020 – 2023

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

AND

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

**Wastewater Treatment Plant
Maintenance Supervisors**

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

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

PREAMBLE

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

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

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

ARTICLE 1 – SUBORDINATION OF AGREEMENT

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

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

ARTICLE 3 – JOINT LABOR COMMITTEE

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

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 affect this end.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. It shall be a condition of employment that all regular and project employees covered under this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment and temporary employees employed more than thirty (30) calendar days shall become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious 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 dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

Section 4.2 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 4.3

- A. 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.
- B. There shall be no retroactive dues.
- C. The Union shall notify the City thirty (30) days in advance of any change in dues deduction.

Section 4.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the application of this Article.

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 pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above. 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 initiate 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.

Section 4.6 The City shall notify the Union by the monthly Personnel Report when a new employee is added to the bargaining unit.

Section 4.7 The parties recognize that certain provisions of Article 4 are unenforceable as a result of the *Janus v. AFSCME* U.S. Supreme Court decision and agree to meet and confer following ratification of this Agreement to negotiate a mutually agreeable replacement for the current Article 4.

ARTICLE 5 – GRIEVANCE PROCEDURE

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

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

Step 2 The employee and/or their Union representative shall, as soon as possible but not later than thirty (30) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the City official most immediately involved, with a copy to the City's Labor Relations Division. The supervisor or official shall within ten (10) working days, record their disposition in written detail, returning same to the Union representative and the employee, with a copy to the City's Labor Relations Division.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within ten (10) working days of receipt of the supervisor's disposition take up the matter with the head of the employee's department (general government) or division (Utilities, with a copy to the Human Resources Director and the City's Labor Relations Division), or their designated representative. Management shall, within ten (10) working days of receipt of the grievance, and after consulting with the Human Resources Director, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved may be referred to arbitration by the Union. The Union shall give written notice to the Human Resources Director of its intention to arbitrate within fifteen (15) working days following completion of steps listed. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or FMCS, both parties shall meet and each shall alternately strike three (3) names until one (1) arbitrator is selected. The grieving party shall

strike first. If the parties cannot agree in one (1) day on the agency to provide the list, FMCS shall provide the list. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective case in arbitration. All other costs related to the Arbitrator shall be divided equally. The Arbitrator's decision is binding on the parties, however, the Arbitrator shall have no power to render a decision that shall add to, subtract from, or alter, change, or modify the terms of this agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

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

ARTICLE 6 – WORK STOPPAGE

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

ARTICLE 7 – MANAGEMENT RIGHTS

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

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

ARTICLE 8 – UNION ACTIVITIES

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

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

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

ARTICLE 9 – SAFETY STANDARDS

Section 9.1 All work shall be done in a competent and professional 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 by the City and the employees.

ARTICLE 10 – BENEFITS

Section 10.1 The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be “status quo” for the year following the expiration of the Joint Labor Agreement.

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

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

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

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

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

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

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.

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

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

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020 through December 31, 2023, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement, and in no event later than ninety (90) days, prior to the termination of this Agreement.

ARTICLE 12 – NON-DISCRIMINATION

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

Section 12.2 It is mutually agreed that there shall be no unlawful harassment, including sexual harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy 130.

ARTICLE 13 – FILLING OF VACANCIES

Upon the discretion of the department head, employees may be temporarily assigned to higher positions in accordance with Personnel Management Policy 301. This policy provides in part: An employee is to be given an appointment to the higher class when they substantially assume the duties of such position. Such assumption of duties necessarily would result in their relinquishing their regular duties to a substantial degree. Employees temporarily appointed to a position in a higher class shall be paid in accordance with Section 1.12.050 B of the Compensation Plan.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

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

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