

2019 – 2022  
AGREEMENT  
BY  
CITY OF TACOMA  
AND  
PROFESSIONAL & TECHNICAL EMPLOYEES  
LOCAL 17 (PROTEC17)

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PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL 17 (PROTEC17)

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AGREEMENT

By and Between

CITY OF TACOMA and  
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City), and the PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17) (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 Agreement between the Joint Labor Committee and the City (hereinafter called the Joint Labor Agreement). 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 the Joint Labor 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 DEDUCTION

Section 4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union dues.

Section 4.2 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.3 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

## ARTICLE 5 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

a written disposition 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 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 the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, management shall respond in writing to the Union representative and employee with a copy to the City's Labor Relations Division.
- Step 4 Failing to resolve the grievance in the third step, the Union representative shall, within fourteen (14) calendar days of receipt of the Department Head's or Division Head's disposition, submit the grievance in writing to the Human Resources Director with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days thereafter, the Human Resources Director shall respond in writing to the Union representative and employee with a copy to the City's Labor Relations Division.
- Step 5 Grievances that are subject to arbitration may be submitted to mediation by either party. Each party shall bear the expense of its own representation and all other expenses incidental to the mediation shall be divided equally. The party seeking mediation must give notice of its intention to mediate within twenty-one (21) calendar days of the Step 4 response.

Section 5.8 Arbitration. Grievances not resolved may be referred to arbitration by either party to this Agreement. Either party may give notice to the other of its intention to arbitrate within sixty (60) calendar days following completion of the steps listed in the aforementioned sections. The Union shall give such notice to the City's Labor Relations Division. The City shall give such notice to the representative designated by the Union. 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 representation, including attorney's fees. All other expenses incident to the arbitration shall be divided equally.

5.8.1 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 their power shall be limited to an interpretation or application of this Agreement.

5.8.2 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.

5.8.3 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 5.9 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 Agreement.

Section 5.10 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 5.11 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, in accordance with the terms of this Agreement.

#### 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 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 legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission

of the agency; provided however, that items (a) through (g) shall not be in conflict with City ordinances, personnel rules, and the terms of this Agreement.

## ARTICLE 8 - UNION REPRESENTATION

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

Section 8.2 The Union shall have the right to appoint up to twenty stewards at any location where members are employed under the terms of this Agreement. Stewards shall ensure that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours. The Union shall provide the City with a current list of all shop stewards.

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

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

Section 8.5 Negotiations: A total of six representatives will be allowed to participate in negotiations on paid release time, during the employees' normal work hours. Up to two additional employees may be added to the bargaining team provided they utilize paid time off or vacation time.

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

## ARTICLE 9 - SAFETY STANDARDS

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

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