

2020-2021

**Collective Bargaining Agreement
By and Between**

**The
CITY OF TACOMA**

**and
TACOMA JOINT LABOR COMMITTEE**

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2020-2021

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CITY OF TACOMA LABOR-MANAGEMENT AGREEMENT

PREAMBLE

The City of Tacoma and the several unions comprising the Joint Labor Committee of Tacoma recognize and agree that harmonious relations should be maintained between them and the public generally as all have a vital and common interest in the progress and economic and cultural growth of the City of Tacoma.

All parties concerned, the employees of the City of Tacoma, and the public generally, will benefit by continuous peaceful relations and by adjusting differences that inevitably arise under such circumstances by rational and common-sense methods.

With these ends in mind and with the intent of establishing fair and reasonable conditions of employment through the collective bargaining process, the City Council, as the legislative and governing body of the City of Tacoma, and the Joint Labor Committee of Tacoma, through its signatory unions, have set forth herein certain common conditions of employment and fringe benefits applicable to the employees for whom the Unions have been recognized.

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020, to and including December 31, 2021 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 at least one hundred and twenty (120) days, and in no event later than ninety (90) days prior to the termination of this Agreement.

ARTICLE 2 - RECOGNITION AND BARGAINING MATTERS

2.1 Scope of Agreement.

2.1.1 This Agreement sets forth the matters common to the member unions of the Joint Labor Committee. While it in no way abrogates the rights and responsibilities of the City and the member unions to bargain regarding matters beyond the benefits described below, including operational procedures regarding the use of benefits described in this Agreement, neither the City nor the member unions will be obligated to bargain at individual union bargaining tables regarding any matter governed by this Agreement.

2.1.2 This Agreement supersedes specific provisions of the Tacoma Municipal Code, City policy or City-wide personnel rules with which it conflicts. Absent such a conflict, employees will be governed by applicable Code sections, policies and personnel rules. The City shall notify the Joint Labor Committee in writing before changing a Code section, policy or personnel rule that encompasses a mandatory subject of bargaining. In the event the Joint Labor Committee does not request discussion and/or negotiations within thirty (30) calendar days of receiving written notice, the City may implement the proposed change without further discussions and/or negotiations.

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- 2.1.3 In the event this Agreement is in conflict with a collective bargaining agreement covering an individual member union, the individual member union's collective bargaining agreement shall supersede this Agreement. If an individual member union's collective bargaining agreement is silent on a topic or issue addressed in this Agreement, this Agreement will govern the topic or issue.
- 2.2 **Recognition of the Joint Labor Committee** The City recognizes the Joint Labor Committee of Tacoma, through its signatory unions, as the exclusive bargaining representative for those issues and matters common to all member unions and their employee members, including, but not limited to: (1) the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other leaves; (2) health and welfare plans, coverage and premium costs; (3) Group Term Life and Long Term Disability insurance plans, coverage and premium costs; (4) policies and personnel rules to the extent they address mandatory subjects of bargaining; and (5) City pension plans, including contribution and benefits levels.
- 2.3 **Bargaining Units** Bargaining units represented by the member unions of the Joint Labor Committee, shall be as agreed to between the individual unions and the City of Tacoma, in conformance with the provisions of Chapter 41.56 RCW as last amended, and as reflected in individual Collective Bargaining Agreements.
- 2.4 **Membership in the Joint Labor Committee** For the purposes enumerated above, any exclusive bargaining representative who has been recognized by the City of Tacoma for a bargaining unit(s), may become a member of the Joint Labor Committee provided the exclusive bargaining representative has the consent of the Joint Labor Committee.

ARTICLE 3 - THE BARGAINING PROCESS

- 3.1 **Collective Bargaining Defined.** Collective bargaining shall mean the performance of the mutual obligations of the City and the Joint Labor Committee to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and personnel matters, including wages, hours, and working conditions, which are common to the members of the Joint Labor Committee, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in Chapter 41.56 RCW as last amended.
- 3.2 **Purposes of Collective Bargaining.** In the process of collective bargaining, the parties shall bear in mind the following general purposes:
- 3.2.1 To provide for fair and reasonable rates of pay, hours, and working conditions;
- 3.2.2 To promote stability of employment and to establish satisfactory tenure;
- 3.2.3 To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives;

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- 3.2.4 To promote the highest degree of efficiency, morale, and responsibility in the performance of the work and the accomplishment of the public purposes of the City;
 - 3.2.5 To provide procedures for the prompt adjustment of all disputes arising in connection with matters covered by this resolution or otherwise;
 - 3.2.6 To promote systematic labor-management cooperation between the City of Tacoma and its employees.
- 3.3 **Bargaining Rights Defined.** Bargaining rights referred to in this Agreement shall be interpreted to mean that management will make no changes to the working conditions, wages, or fringe benefits which would affect a member or members of any recognized bargaining unit without first negotiating with the Joint Labor Committee or other recognized bargaining representative of the employees.
- 3.4 **Payroll Deduction.**
- 3.4.1 **Union Dues.** As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.
 - 3.4.2 **Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations.** The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE

A City-Wide Labor-Management Committee composed of representatives of the Employer and the signatory unions or employee organizations will be maintained to provide a forum for communication between the parties. The Committee shall exist for the purpose of a year round aid to Labor-Management relations and it shall establish its own rules or procedures, policy, and its time and place of meeting. Unless otherwise agreed by all parties, Committee meetings will not be considered bargaining.

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ARTICLE 5 - GRIEVANCE ADJUSTMENT

5.1 A grievance is hereby defined as an alleged violation of a specific Article of this Agreement, or an alleged violation of a specific provision of the City's Compensation Plan or Personnel Rules applicable to employees represented by Joint Labor Committee member unions. This procedure shall be the exclusive mechanism for resolving disputes regarding alleged grievances.

5.2 Time Limits

5.2.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Joint Labor Committee fails to act or respond within the specified time limits, the grievance will be considered waived. If the City fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

5.2.2 The day after the event, act or omission will be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following City business day.

5.2.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

5.3 Submission of Grievances and Responses. All grievances and demands for arbitration must be submitted to the City's Human Resources Director or designee by electronic mail, hard copy and/or fax. The City's Human Resources Director will be responsible for distributing the grievance/demand to the appropriate City representative for response. All City responses will be submitted to the chair of the Joint Labor Committee by electronic mail, hard copy and/or fax.

5.4 Grievance Process

Step 1: The Joint Labor Committee, on behalf of the aggrieved employee(s), will submit the grievance in writing within twenty-eight (28) calendar days of the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. The written statement will include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Human Resources Director will respond to the grievance in writing within fourteen (14) calendar days of its receipt.

Step 2: Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following the receipt of the Human Resources Director's written conclusions the Union will submit the written grievance for joint consideration by the City Manager and the Director of Tacoma Public Utilities. The official's joint response will be submitted in writing to the grievance within fourteen (14) calendar days following its receipt.

Step 3: Should Step 2 fail to resolve the grievance, the Joint Labor Committee will submit a demand for arbitration to the City within fourteen (14) calendar days of its receipt of the City Manager's/TPU Director's decision.

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5.5 **Arbitration.** The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Joint Labor Committee's arbitration demand, the Joint Labor Committee will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. The parties will split the cost associated with said arbitration list. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the strike shall be the loser of a flip of a coin. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

5.5.1 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation of application of the terms of this Agreement. The arbitrator shall be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it. Multiple grievances may be combined only by agreement of the parties.

5.5.2 The decision of the arbitrator shall be final, conclusive, and binding upon the parties, and the employees involved.

5.5.3 The cost, if any, of the arbitrator shall be borne equally by the City and the Joint Labor Committee, and each party shall bear the cost of presenting its own case, including any attorney's fees.

5.5.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

5.5.5 It is understood that there shall be no suspension of work, slowdown, lockout or curtailment of services while any difference is in process of arbitration pursuant to the terms of this Agreement.

ARTICLE 6 - ENUMERATION OF BENEFITS

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

6.2 **Medical Insurance.** The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

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- 6.2.1** Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.
- 6.2.2** Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3** City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4** Employee Contributions to Premiums.

Effective January 1, 2020 through December 31, 2020, Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance.

Effective January 1, 2021, Employees selecting employee-only coverage will contribute \$50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$100 per month towards the premium costs of medical insurance.

Effective January 1, 2020, in addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

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

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

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

- 6.2.6 Contributions to HSA Accounts.** Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.
- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
 - b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

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

- 6.4.1 Employees Choosing the Same Plan –** One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
- 6.4.2 Employees Choosing Different Plans –** If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan.

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