2020-2021

Collective Bargaining Agreement
By and Between

The
CITY OF TACOMA

and
TACOMA JOINT LABOR COMMITTEE

ORIGINAL

TABLE OF CONTENTS
2020-2021

TACOMA JOINT LABOR COMMITTEE AGREEMENT

ARTICLE 1 - TERM OF AGREEMENT 3

ARTICLE 2 - RECOGNITION AND BARGAINING MATTERS 3

ARTICLE 3 - THE BARGAINING PROCESS 4

ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE 5

ARTICLE 5 - GRIEVANCE ADJUSTMENT 6

ARTICLE 6 - ENUMERATION OF BENEFITS 7

ARTICLE 7 - PAYROLL AUDIT 15

ARTICLE 8 - SUBORDINATION OF AGREEMENT 15

ARTICLE 9 - NON DISCRIMINATION 16

ARTICLE 10 - SAVINGS CLAUSE 16

APPENDIX A 18

ORIGINAL

2020-2021

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.

ORIGINAL

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;

ORIGINAL

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.

ORIGINAL

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.

ORIGINAL

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 or 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.

ORIGINAL

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

ORIGINAL

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.

ORIGINAL

Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 **Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if he/she should lose their alternative medical, dental and vision coverage.

6.6 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

ORIGINAL

6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

6.6.5 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. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

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

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

6.8.1 Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

ORIGINAL

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 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.

6.9.2 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.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a

ORIGINAL

supplement amount of $596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be $23.84, the deduction from sick leave and/or PTO would be $596/$23.84=25 hours.

6.9.4 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.

6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.

6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.

6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest $1,000 of coverage.

6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)

ORIGINAL

Memorial Day (last Monday in May)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to $3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in

ORIGINAL

the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.

b. Review all Health Trust Fund/Flex Account balances.

c. Review experience reports.

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Effective January 1, 2020, the meal allowance shall increase to $18 per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

ARTICLE 7 - PAYROLL AUDIT

Employees may request a payroll audit of their previous thirty-six (36) months' of wage payments to determine if an erroneous under or over payment has been made. If an error is discovered pursuant to an employee request or a City-initiated review, the City will provide written notice informing the employee of the error. The City will correct any underpayment within thirty (30) calendar days of its discovery. The City will follow the procedures described in RCW 49.48.200 to recover any overpayment. Except in cases of alleged employee fraud, any under or over payments will be considered waived for those payments made more than thirty-six (36) months prior to the date of the City's written notice describing the error to the employee.

ARTICLE 8 - 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 and the city charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state law and City Charter are paramount and shall prevail, provided that, where such

ORIGINAL

conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

ARTICLE 9 - NON DISCRIMINATION

The City will conform to and comply with all applicable federal, state, and local government laws concerning discrimination. The employer further agrees not to discriminate against any employee in regards, but not limited to: hiring, placement, upgrading, transfer, promotion, demotion, job assignment, or discipline including age, ancestry, citizenship, ethnicity, family-care status, gender identity, gender expression, marital status, medical condition, disability, race, religion, sex, sexual orientation, veteran status, or any other legally protected class or condition.

ARTICLE 10 - 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 a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and the remaining parts or portions shall remain in full force and effect.

ORIGINAL

EXECUTED THIS 23rd DAY OF December, 2019

CITY OF TACOMA

City Manager

Director of Public Utilities

Human Resources Director

Finance Director

JOINT LABOR COMMITTEE

11.20.19
County & City Employees Local 120

11.20.19
District Lodge 160 IAM & AW

11/20/19
Firefighters Union Local 31

11/20/19
International Brotherhood of
Electrical Workers Local 483

Professional & Technical Employees
Local 17

11-20-19
Teamsters Local 313

Teamsters Local Union 117

APPROVED AS TO FORM:

Cheryl Comer

City Attorney - Deputy

Attest:

12-23-2019
City Clerk

ORIGINAL

APPENDIX A

REGENCE MEDICAL	2020-2021	
Medical Benefit	**PPO** Preferred Network/Participating Network/ Out of Network	**HDHP/HSA** Preferred Network/Participating Network/ Out of Network
Deductible (Amount the employee pays)	$250 Individual (waived for office visits) $500 Family (waived for office visits)	$1,500 Individual $3,000 Family
Coinsurance (Employee share of the cost of a covered service unless specified otherwise)	10%/ 40%/ 50%	20%/40%/50%
Office Visits – Illness or Injury (Amount the employee pays)	$20 office visit copay/ 40% after $20 copay / 50% after $20 copay	After deductible 20% / 40% / 50%
Telemedicine (through MD Live)	$10 copay	After Deductible 20%
Out-of-Pocket Maximum: Includes deductible, Coinsurance and Copays (Amounts the employee pays)	$1,500 Individual	$3,000 Individual
	$3,000 Family	$6,000 Family
Preventive Care (Amount the employee pays)	0% / 0%/ 50% Not Subject to Deductible	0% / 0%/ 50% - Not Subject to Deductible
Professional (Amount the employee pays)	After Deductible 0% / After Deductible 40% / 50%	After Deductible 20% / After Deductible 40%/ After Deductible 50%
Emergency Room Copay (Amount the employee pays)	After $150 copay and Deductible 10% / 10% / 10% (Facility) After Deductible 0% / 0% /0% (Professional)	After Deductible 20%/20%/20% (Facility) After Deductible 20%/20%/20% (Professional)
Hospital Stay (Amount the employee pays)	After Deductible 10% /40%/ 50% (Facility) After Deductible 0% / 40%/ 50% (Professional)	After Deductible 20% / 40%/ 50% (Facility) After Deductible 20%/ 40%/ 50% (Professional)
Outpatient Surgery (Amount the employee pays)	After Deductible 10% / 40%/ 50% (Facility) After Deductible 0% /40%/ 50% (Professional)	After Deductible 20% / 40%/ 50% (Facility) After Deductible 20%/ 40%/ 50% (Professional)
Lab/X-Ray (Amount the employee pays)	After Deductible 0% / 40%/ 50%	After Deductible 20% / 40%/ 50%
Vision Exam/Schedule	No hardware	No hardware

ORIGINAL

REGENCE MEDICAL	2020-2021		
Medical Benefit	PPO Preferred Network/Participating Network/ Out of Network	HDHP/HSA Preferred Network/Participating Network/ Out of Network	
Pharmacy (Amount the employee pays)	100% coinsurance up to the following for a (30 day) supply: Generic: $5 Max Brand - Formulary: $35 Max Brand - Non-Formulary: $60 Max Specialty - Formulary: $75 Max Specialty - Non-Formulary: $150 Max Mail Order: 90 days for 2 copays *Low Value Drug Exclusion List added to exclude high-cost drugs that have a lower cost alternative	Retail or Mail Order – Up to 90 day supply and up to 30 day supply for covered self-administrable injectable medication. After Deductible 20% - member may be balance billed when non-participating pharmacy is used. *Rx list includes drugs in certain categories that will not be subject to the plan deductible. It includes generic medications and formulary brand-name medications specifically designated for treatment of chronic diseases. *Low Value Drug Exclusion List added to exclude high-cost drugs that have a lower cost alternative	
HSA IRS Annual Contribution Limits* (2020 limits shown)	N/A	**$3,550/$7,100*** **(Employee Family)**	
City Annual Contributions to Health Savings Account (prorated per pay period)		EE Only	EE+Family
		$500 w/o Wellness **$1,250 with Wellness**	**$1,000 w/o Wellness** **$2,500 with Wellness**
Monthly Employee Premium Contributions (Single/Family)	2020: $40/ $80 2021: $50/$100	2020: $40/ $80 2021: $50/$100	

***Annual limits are subject to change by the IRS.**

ORIGINAL

Kaiser Permanente	2020-2021
Medical Benefit	**HMO** **In Network**
Deductible (Amount the employee pays)	$100 - Individual $200 - Family
Coinsurance (Employee share of the cost of a covered service - unless specified otherwise)	N/A
Copay (Amount the employee pays)	$10 Primary/ $20 Specialist copay + Deductible
Out-of-Pocket Maximum: Includes deductible,	$1,500 Individual
Coinsurance and Copays (Amounts the employee pays)	$3,000 Family
Preventive Care (Amount the employee pays)	$0 Not subject to Deductible
Professional (Amount the employee pays)	$10 Primary, $20 Specialist copay + Deductible
Emergency Room Copay (Amount the employee pays)	$150 copay + Deductible Note: only ER services are available out of network for HMO plan
Hospital Stay (Amount the employee pays)	$100 copay x 3 days + Deductible
Outpatient Surgery (Amount the employee pays)	$100 copay + Deductible
Lab/X-Ray (Amount the employee pays)	Inpatient: covered under Hospital Services Outpatient: $0 + Deductible

ORIGINAL

Kaiser Permanente	2020-2021
Medical Benefit	HMO In Network
Vision Exam/Schedule (Amount the employee pays) (Amount the plan pays)	Annual Exam (1 visit every 12 months) $10 copay, Deductible Waived $150 Hardware Allowance (Every 12 months) - Deductible Waived
Pharmacy (Amount the employee pays)	Kaiser Permanente (30 day supply): Generic $5/ Preferred Brand $25/ Non-Preferred Brand $50 Mail order: 2x for 90 day supply
Monthly Employee Premium Contributions (Single/Family)	2020: $40/ $80 2021: $50/$100

ORIGINAL