# 2026-2028

# AGREEMENT

# By and Between

# the

# CITY OF TACOMA

# and

# TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

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TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and the TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO (hereinafter called the Union), for the purpose of setting forth mutual understanding of the parties as to wages, hours, working conditions, 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 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 the employees of this 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 are 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 federal and state laws, the city charter, and city ordinances. When any provisions thereof are in conflict with or different than the provisions of this Agreement, such provisions of federal or state laws and City Charter are paramount and shall prevail.

## ARTICLE 2 – JOINT LABOR COMMITTEE

**Section 2.1** 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 Joint Labor Committee regarding fringe benefits only in the same manner as it would 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 exchanged directly between the parties to this Agreement.

**Section 2.2** 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 3 – RECOGNIGTION AND BARGAINING UNIT

**Section 3.1** The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended for all employees employed in classifications listed in Appendix A to this Agreement.

**Section 3.2** The bargaining unit may be amended during the term of this Agreement where the Union has established that it represents the majority of employees in a classification to be added to an existing bargaining unit.

The parties shall negotiate terms and conditions for accretion for classifications added to the existing bargaining unit. Majority status for representational purposes shall be determined through the procedures set forth in Chapter 41.56 RCW. The City agrees to notify the Union in advance when it proposes to establish a new classification, the duties of which are similar to those in the classifications covered by this Agreement.

**Section 3.3** Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain a decision that is a mandatory subject of bargaining, or the impact of any decision that effects hours, wages and working conditions, in accordance with RCW 41.56. Further, the City will provide timely notice to the Union of any proposed reassignments of exclusive bargaining unit work to any other represented or non-represented classification in accordance with RCW 41.56. Such assignments may be discussed and coordinated in a Labor Management Committee meeting pursuant to Article 14.

## ARTICLE 4 – UNION MEMBERSHIP AND DUES

**Section 4.1** The City agrees to deduct from the pay of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments as certified by the Secretary of the Union. The City will rely upon information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employees' authorization from the Union, the City will deduct from the employee's pay initiation fees, monthly dues, and assessments and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing the deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union

initiation fees, monthly dues, and assessments. The Union agrees to refund to the City any amounts paid to the Union in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union initiation fees, monthly dues, and assessments.

Upon receipt of a new, original payroll deduction authorization, the City will make a copy available to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

**Section 4.2** The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

**Section 4.3** The Union agrees to indemnify and save the City harmless from any and all claims, demands, suits or other forms of liability that arise against the City for or on account of compliance with this Article and any and all issues related to the deduction of dues and fees. In all such cases, the City's reasonable attorney's fees will be paid by the Union. If requested by the Union in writing, the City will surrender any such claim, demand or suit or other form of liability ("Claim") to the Union for defense and resolution. The Union shall not concede, settle, compromise, or resolve any Claim without the prior written approval of the City.

**Section 4.4** 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 4.5** The City will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with R.C. W. 41.56.037, the City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location. During such meetings, a Union Officer, Shop Steward, or Union designee shall be permitted, for up to thirty (30) minutes and without loss of pay, to meet with new represented employee(s). The Employer shall incur no costs for travel time or mileage, nor shall the Union use City vehicles or resources in the conduct of this union business.

## ARTICLE 5 – GRIEVANCE PROCEDURE

**Section 5.1** A grievance under this Agreement is defined as an alleged violation, filed by an employee or the Union, of a specific item within an Article of this Agreement. Time limits set forth in the following steps will be stated in calendar days. If the deadline for any action under the grievance procedure falls on a weekend or holiday, the deadline will be extended to the next working day. By written mutual agreement of the parties, any and all timelines may be extended, and grievance steps may be waived, that are specified in Section 5.2 below. Failure of the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance. Should the Employer fail to submit a reply within the specified time limits without such a waiver, the Union may automatically submit the grievance to the next step.

It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. The parties agree that in many instances this goal may be met through meeting to discuss the issue that led to a grievance at the Steps outlined in Section 5.2 below.

**Section 5.2** Grievances that cannot be resolved at Step 1 may be filed at Step 2 no later than twenty-one (21) calendar days after the employee could have reasonably known of the occurrence of the circumstances giving rise to the grievance.

**Step 1** Any employee having a grievance shall first take up the matter with their immediate supervisor. If no satisfactory answer or disposition is received within seven (7) calendar days, the grievance shall be processed as follows:

**Step 2** Failing to resolve the grievance in the first step, the employee and/or their Union representative may, as soon as possible but not later than fourteen (14) calendar days after the supervisor's answer in Step 1, reduce the matter to written form, stating all facts in detail, citing section or sections violated and a proposed remedy, and submit same to the Manager most immediately involved, with a copy to the City's Labor Relations Division. The Manager shall within fourteen (14) calendar 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 may, 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 Utilities division, or their designated representative, with a copy to the City's Labor Relations Division. Management shall, within fourteen (14) calendar days of receipt of the grievance 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, within fourteen (14) calendar days of receipt of the department/division head's disposition, may submit the grievance to the Director of Human Resources, with a copy to the head of the employee's department (General Government) or Utilities division, and the City's Labor Relations Division. The Director of Human Resources shall, within twenty-one (21) calendar days of receipt of the grievance, schedule a meeting with the grievant and the Union representative. The Director of Human Resources will issue a written decision to the Union representative and the grievant within fourteen (14) calendar days of the meeting, with a copy to the head of the employee's department (General Government) or Utilities division, and the City's Labor Relations Division. The decision of the Director of Human Resources will be final and binding only for suspensions without pay of three (3) days or less.

Optional Grievance Mediation If the parties are unable to resolve a grievance at the Step 4 level, upon mutual agreement of the City and the Union, the parties may request grievance

mediation utilizing services provided by the Public Employment Relations Commission. If mediation is agreed to, the parties shall hold timelines of the grievance in abeyance until the conclusion of mediation.

**Section 5.3** (**Step 5**) Grievances not resolved may be referred to arbitration by either party to this Agreement. Either party may give notice of its intention to arbitrate within twenty-one (21) calendar days following completion of the steps listed above. A list of seven (7) arbitrators shall be requested from the Public Employment Relations Commission or the Federal Mediation and Conciliation Service, both parties shall meet and each shall strike a name, with the Union striking first, until one (1) arbitrator is selected.

The arbitrator's decision shall be final and binding; however, the arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of this Agreement. The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties of this agreement.

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives, attorneys and witnesses. The Union and the Employer shall share equally in the cost of services from the neutral arbitrator.

**Section 5.4** Any and all grievances resolved by agreement of all parties at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union and employees represented by the Union and covered by this contract. At any step of the procedure time limits may be extended by mutual agreement of the City and the Union.

**Section 5.5** 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 5.6** It is understood that no disciplinary action by the City shall be considered cause for a grievance unless it is specifically alleged that such action represents an incorrect application of the terms of this Agreement. In no event shall this Agreement alter or interfere with disciplinary procedure heretofore followed by the City or provided for by city charter, ordinance, or law, including the procedure for appeals thereof. This clause shall not however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit.

## ARTICLE 6 – WORK STOPPAGES

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 appropriate disciplinary action as may be determined by the City. There will be no lockout of employees in the Union by the City as a consequence of any dispute arising during the life and duration 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 other legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work, lack of funds, 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/or the existing collective bargaining agreement.

## ARTICLE 8 – VISITATION BY UNION REPRESENTATIVES

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 of 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.

## ARTICLE 9 – SAFETY STANDARDS

All work shall be done in a competent and professional manner and in accordance with applicable federal, state, city, and department codes and regulations. Where higher standards are specified by the City than called for as a minimum by state codes, city standards shall prevail. WAC 296-360-150 entitled "Refusal to Work in an Unsafe Condition" and WAC 296-360-170, "Employee Refusal to Comply with Safety Rules" are incorporated herein. Grievances alleging violations of this section shall be directly submitted to the department/division head level of the grievance procedure and a grievance hearing shall be promptly scheduled.

## ARTICLE 10 – COMPENSATION

The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code (TMC) as now enacted or hereafter amended is hereby incorporated as part of this agreement for the purpose of information for the members of the Union.

In the event an employee(s) requests a job audit by the Human Resources Department, they shall complete and submit the initiating form included in this Collective Bargaining Agreement to begin the job audit. If the job audit results in reclassification due to changes in duties or original improper classification, the employee(s) shall receive the results of the job audit and reclassification and shall be placed in the appropriate classification within 120 calendar days from the date that an appropriate classification for that position is made. Any increase or

decrease in salary and seniority in that classification shall be retroactive to the day of submission of the initiating job audit form. Alternatively, the employer may adjust duties to align the employee(s) position with the original classification. Upon a determination by the Human Resources Department to implement forthcoming changes to the job audit process, the parties shall meet to negotiate any impacts on this Article.

## ARTICLE 11 – BENEFITS

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" until expiration of this 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.

**Section 11.1** Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.2** 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.

A. Employees may enroll in the PTO program on a voluntary basis during the City's PTO open enrollment period.

B. An employee of the City of Tacoma who is accruing Paid Time Off (PTO) in lieu of Vacation and Sick Leave who accepts a position covered by this bargaining unit shall have the option of converting to Vacation and Sick Leave as provided in this Agreement, OR may opt to continue to accrue PTO in accordance with the applicable provisions(s) of the Tacoma Municipal Code. Such election shall be made no later than upon the employee's successful completion of the probationary period.

   a. Employees in the following classifications are required to utilize PTO pursuant to Section 11.2.B: Critical Areas Biologist; Critical Areas Biologist, Senior; Critical Areas Biologist, Principal; Planner, Associate; Planner, Senior; and Planner, Principal. Employees currently under the Vacation/Sick Leave plan will remain on the Vacation/Sick Leave plan and may voluntarily convert to the PTO plan during applicable open enrollment periods pursuant to Tacoma Municipal Code (TMC) Section 1.12.248.

      Employees hired into overtime exempt (category "D") classifications in the future will be placed in the Personal Time Off (PTO) plan. Employees promoted into

such classifications may elect to voluntarily convert to the PTO plan, consistent with TMC Section 1.12.248.

**Section 11.3** Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.4** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.5** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.6** Medical and hospital, dental, vision and long term disability insurance for employees and dependents under this Agreement shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 11.7** Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code and the Joint Labor Agreement.

## ARTICLE 12 – WORK RULES

**Section 12.1 - Shop Steward's Right to Process Grievance** Shop 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. Such periods of time shall be devoted only with the approval of the steward's immediate supervisor and further provided that such approval shall be not unreasonably withheld. Shop Stewards shall report back to their supervisors upon return to work. Shop Stewards will not use work time for preparation for contract negotiations. The Union agrees to provide a current list of Shop Stewards to each division or department head in those divisions or departments employing classifications represented by the Union.

**Section 12.2** Employees shall be entitled to reimbursement for board, lodging, transportation, and other expenditures lawfully incurred during official City business, as provided in Sections 1.12.100 and 1.12.110 of the Tacoma Municipal Code.

**Section 12.3 - Overtime**

For overtime eligible employees, any work performed in excess of forty (40) hours in a defined workweek shall be compensated at the appropriate overtime rate. The overtime rate is time and one-half the regular rate of pay, or double time cash compensation, equivalent compensatory time off or a combination thereof pursuant to Section 1.12.080 of the Tacoma Municipal Code.

A minimum of two (2) hours' compensation at the overtime rate shall be allowed for work performed outside the employee's assigned shift unless the employee commences this work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift. When management requires the employee to travel to City premises or property, provided the employee is immediately available to work, the minimum of two (2) hours' compensated time shall begin when an employee responds affirmatively to the call.

**Section 12.3.1**

A. For purposes of the application of the provision of Section 1.12.080, Sunday shall be considered the seventh day for all employees in the following classifications: Fleet Services Parts Technician; Graphic Arts Specialist; Graphic Arts Specialist, Lead; Vehicle Parts Assistant; Vehicle Parts Assistant +3%; Warehouse Technician; Warehouse Technician, Senior.

B. For purposes of the application of the provision of Section 1.12.080, for bargaining unit employees in classifications other than those listed in paragraph A. above:

1. Sunday shall be considered the seventh day for employees covered by this Agreement as of the date of ratification by the Union of this Agreement, unless and until such employee voluntarily requests and receives approval for a transfer, promotion and/or demotion to a position that has a seventh day that is not a Sunday, in which case the employee will receive double-time for work performed on the seventh day of the employee's defined work week.

2. After the date of ratification by the Union of this Agreement, for all other employees, including new hires and employees previously outside of the bargaining unit, employees will receive double-time for work performed on the seventh day of the employees' defined workweek.

**Section 12.3.2 – Overtime Exempt Employees** The following classifications are overtime exempt (Category "D"): Critical Areas Biologist; Critical Areas Biologist, Senior; Critical Areas Biologist, Principal; Planner, Associate; Planner, Senior; and Planner, Principal.

**Section 12.4 Vacation Selection - Warehouse Employees** The Warehouse Technician and Warehouse Technician Senior classifications shall have their vacation requests granted based on seniority. For the purpose of this section, seniority shall be defined as the length of continuous service with the City in the specific class series.

**Section 12.5 – Setups and Temporary Assignments to a Higher Classification**

A. A setup is defined as temporarily assuming the duties of a higher classification. In order to be compensated at the rate of the higher classification, an employee temporarily reassigned to the higher classification shall meet the minimum qualifications of such classification and substantially assume the duties of such classification for one (1) or more hours for overtime eligible positions. The temporary assignment shall result in the relinquishing of the employee's regular duties to a substantial degree. An employee in a setup status will be placed at a pay step in the higher classification that is at least five percent (5%) above the employee's permanent classification, if such a pay step exists. Employees temporarily setup to a higher classification will be paid in accordance with Section 1.12.050 B of the Compensation Plan, for actual hours worked.

B. An overtime eligible employee temporarily assigned to a higher position for four (4) or more hours per day shall be given a temporary appointment to the higher

class when they are assigned the duties of such position. 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.

C. Setups for overtime exempt (category "D") employees will be paid when an employee temporarily reassigned to the higher classification shall meet the minimum qualifications of such classification and substantially assume the duties of such classification for a period in excess of a complete fourteen (14) calendar day payroll cycle.

D. In the event an eligible employee refuses two (2) offers of temporary upgrade, they will be notified in writing that they will not be considered for future upgrades until such time as they notify their supervisor in writing that they again wish to be considered for upgrade opportunities.

**Section 12.6 Standby** Employees required to serve in a standby capacity outside regular work hours, shall be compensated at the stand-by rate prescribed by Section 6.17 of the Tacoma Joint Labor Agreement Employees are not eligible for standby pay for any hours for which they are in any other paid status. No employee will be assigned to a standby status for more than seven consecutive days without their concurrence, nor shall an employee be assigned to a standby shift of less than eight (8) consecutive hours without their concurrence. The City maintains the right to assign any qualified person to a standby assignment where no qualified bargaining unit employee volunteers to do so, providing that no employee will be assigned to a standby assignment for more than seven days at a time without their concurrence.

Employees serving on standby must be in telecommunications, beeper, radio or phone range to ensure their availability to return to duty if necessary. All employees on standby assignment must remain fit for duty and must respond/call back to the call or page within 15 minutes.

In addition to the requirements above, if after-hours standby is required for the Integration Developer classification, UTS will establish a rotational stand-by list. UTS will establish the minimum requirements necessary for employees to be eligible for standby as well as the processes and procedures for handling after-hours emergencies.

**Section 12.7 Meal Allowance**

A. An employee working non-scheduled overtime at least two hours before or beyond their regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance prescribed by Section 6.16 of the Joint Labor Agreement.

B. Employees called in to work non-scheduled overtime (such as in response to an emergency) shall be eligible for a meal allowance after the first four hours worked and in four-hour intervals thereafter.

C. Employees will not be eligible for a meal allowance when working scheduled overtime on their regularly scheduled days off.

**Section 12.8 Call In List** The following provisions of Section 12.8 shall apply to employees in the classifications who are not receiving standby compensation pursuant to Section 12.6: Warehouse Technician, Senior Warehouse Technician, IT Analyst, Senior IT Analyst, Senior Technical IT Analyst, Principal Technical IT Analyst, Integration Developer, Web Developer,

Business Analyst I, Business Analyst II, Business Analyst III, IT Helpdesk Specialist, and Computer Support Technician:

A. A call in list for off hour critical systems may be maintained by the responsible Division/Department. Employees in an on-leave status such as vacation or sick leave will not appear as a primary or secondary call-in. The Division/Department will make every effort to remove the names of those employees on short-term sick leave from the call-in list.

B. If the employee affirmatively accepts the opportunity, the employee may attempt to resolve the problem remotely or report to work, however, the Division/ Department retains the right to require an employee to report to work when in the opinion of the Division/Department, the problem cannot be resolved remotely. In the event the employee reports to work, the call-in and overtime provisions of the contract will apply.

C. A log of all call-in attempts to employees in a non-work status shall be maintained by the Division/Department and copies shall be furnished to the Union upon request.

The names on the call-in list for Light and Water stores emergency calls shall be rotated on a bimonthly basis.

D. The City maintains the right to assign any qualified person to an assignment where no qualified bargaining unit employee responds to the call in request.

**Section 12.9 Hours of Work**

A. Alternate work schedules may be agreed to by the employee and appropriate supervisor/manager. Alternate work schedules may consist of four (4) consecutive ten (10) hour days, eighty (80) hours worked in nine (9) days or other appropriate schedules. Absent continued mutual agreement between the employee and his immediate supervisor to continue an alternate work schedule, then, with 30 calendar days' written notice, the work schedule shall revert to the normal work week. Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act for overtime eligible employees. An employee and the Supervisor shall sign a written document documenting an employee is working an alternate schedule which shall be made available to the Union, upon the Union's request.

B. The City agrees to follow City of Tacoma Policy 3.17 regarding telework agreements.

C. Incidental time off shall be defined as when an employee is authorized to take time off that does not count as vacation, compensatory time or sick leave, when the time off is made up by working during the workweek.

In the interest of meeting the needs of employees and maintaining productivity, employees covered by this agreement may be allowed up to four (4) hours per pay period of incidental time off, provided however, that the employee must work additional hours equal to the amount of time that is taken as incidental time off.

To qualify for incidental time off, the following criteria must be met:

1. The employee must initiate the request.
2. The employee would be compensated hour for hour.
3. All incidental time off must be taken off and made up within the same workweek.
4. No more than four hours of incidental time may be taken off within a two-week pay period.
5. To prevent overtime liability, if the employee's request for incidental time off is approved and the time is worked in advance, the employee must take the time off. Incidental time off may not be converted into overtime, vacation, compensatory time or sick leave.
6. If the employee takes time off and does not make up the time, the time off must be charged to vacation, compensatory time or sick leave as may be appropriate for the nature of the absence.
7. The time to be made up shall be worked and be agreed to by the employee and supervisor, depending upon the nature of the work and the standard operating hours.
8. Employee cannot take incidental time off on Saturdays, Sundays or outside the normal work hours for the work group. Hours that would be paid at the overtime rate do not qualify for incidental time use.
9. Management retains the right, based on operational needs and the nature of the request, to refuse authorization of incidental time off.

**Section 12.10 Seniority, Layoff and Bumping**

Following ratification of this Agreement, the parties agree to participate in regular Labor/Management Committee meetings to consider and discuss changes to the Seniority, Layoff, and Bumping procedures set forth in this section.

A seniority list (TMC 1.24.920) shall be established for each classification and sub-classification in the bargaining unit and such seniority list shall be provided to the Union annually, or when requested by the Union.

Layoff, if necessary, except for the IT Analyst series (listed in paragraphs A, B, C, and D) and Business Analyst series (listed in paragraph F), shall be by classification on the basis of seniority as follows: The employee selected for layoff shall be the employee with the least amount of seniority in the affected classification within the Department where the layoff occurs. That employee has the right to “bump” the employee with the least amount of seniority in the same classification within the City (provided that that employee has less seniority).

Employees exercising a bumping right shall be provided and shall serve a training and experience trial service period of not less than three (3) months and not more than six (6) months. During this time, the employee will be provided appropriate training and experience relevant to the new position. At the end of the period, if the employee is unable to perform the duties of the position, they may be subject to layoff.

A. The IT Analyst class series shall be defined as classifications both current (IT Analyst CSC 0150, IT Analyst Senior CSC 0151, IT Analyst Senior Technical CSC 0152 and IT Analyst Principal Technical CSC 0153), and historic (Application Development Systems Analyst, Computer Systems Programmer, Database Analyst, Data Analyst, GIS Analyst,

Systems Analyst, Systems Programmer, Senior Technical Analyst, Programmer, Programmer Analyst or equivalent classifications). Current sub-classifications include Application Development Systems Analyst, Computer Systems Programmer, Database Analyst, Data Analyst, and GIS Analyst.

Seniority for the IT Analyst class series shall be by aggregate service in all IT Analyst classifications as described above. Aggregate service shall be the total of all employment in the IT Analyst class series, inclusive of authorized leaves of absence, as a probationary, regular, employee, or as an employee who took a project or appointive position after serving in a regular permanent classified position.

Layoffs within the IT Analyst class series shall be by General Government department or Tacoma Public Utilities division (hereinafter: department) based on the Employer's business needs pursuant to Article 7. The decision for layoff will be made in the following order: by department, by sub-classification, by classification. The employee selected for layoff will be the employee with the least amount of seniority in the affected sub-classification/classification within the department where the layoff occurs. Ties in seniority dates shall be broken by date of original hire with the City, then by coin flip.

When multiple employees are laid off at the same time, or nearly the same time, the least senior employee in the group of laid off employees shall exercise their bumping rights first, followed by the next least senior employee, until all employees have been given an opportunity to bump.

B. Employees in the IT Analyst Series who have been selected for layoff may choose whether to exercise available bumping rights. Bumping rights shall occur in the following order:

1. The employee may first bump the least senior employee in an equal IT Analyst classification in any other sub-classification in which they have previously held status within their current department, starting with the sub-classification most recently held.

2. If no equivalent bumping option exists within the department, then the employee may bump the least senior employee in an equal IT Analyst classification in their current sub-classification in another department within the City.

3. If none of the above options exist, the employee may then bump the least senior employee in an equal IT Analyst classification in any other sub-classification in which they have previously held status in another department within the City, starting with the sub-classification most recently held.

4. Finally, if there exists no bumping option at an equal IT Analyst classification, the employee may repeat the above Steps 1 through 3 at the next lower IT Analyst classification(s), and continuing down the IT Analyst classification series, until all potential bumping options have been eliminated.

   In all cases, the bumping employee must have more IT Analyst seniority (12.10.A) than the employee bumped.

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and subject to the three to six month trial service specified in Section 12.10, above.

C. IT Helpdesk Specialists reclassified as Computer Support Technicians shall continue to accrue seniority as an IT Helpdesk Specialist and maintain a right to bump the least senior IT Helpdesk Specialist if they are subject to layoff as a Computer Support Technician.

D. For purposes of layoff and bumping, seniority for employees in the Business Analyst class series shall be aggregate seniority in the following classifications: both current (Business Analyst I, Business Analyst II, Business Analyst III) and historic within the IT Department (IT Business Analyst 1, IT Business Analyst 2, IT Business Analyst 3, Management Analyst 1, Management Analyst 2, Management Analyst 3). Ties in seniority dates shall be broken by date of original hire with the City, then by coin flip. Employees specific to this group are listed on Exhibit B, attached to this agreement.

The employee selected for layoff shall be the least senior employee in the affected classification within the department. Bumping rights shall occur in the following order:

1. The employee may first bump the least senior employee in the same Business Analyst classification in another department within the City.

2. If no bumping option exists for Business Analysts hired prior to January 1, 2011, the employee may then bump the least senior employee in the next lower Business Analyst classification within their current department. For Business Analysts hired on or after January 1, 2011, the employee may only bump a less senior employee in the next lower Business Analyst classification in which they held status within their current department.

3. If none of the above options exist for Business Analysts hired prior to January 1, 2011, the employee may then bump the least senior employee in the next lower Business Analyst classification in another department within the City. For Business Analysts hired on or after January 1, 2011, the employee may only bump a less senior employee in the next lower Business Analyst classification in which they held status in another department within the City.

4. Finally, if there exists no bumping option at the next lower Business Analyst classification, the employee may repeat the above Steps 2 and 3 at the lowest classification, until all potential bumping options have been eliminated.

In all cases, the bumping employee must have more Business Analyst seniority than the employee bumped.

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and is subject to the three to six month trial service specified in Section 12.10, above.

**Section 12.11 Filling of Vacancies** The City and the Union encourage employees in their career development, and agree that promotions should be based on merit. Pursuant to Article 7, Management Rights, the City reserves the right to hire, promote, transfer, assign and

retain our employees. In doing so, it is the City's intent to use eligible lists in the following order, if they exist, pursuant to Tacoma Municipal Code Section 1.24.650 when filling permanent vacancies including (a) reemployment lists, (b) departmental promotional lists, (c) promotional lists, and (d) open lists.

Management will consider employees who have requested transfer and demotion, and who possess the knowledge, skill, adaptability and ability required for the job when filling vacancies. An employee may waive without prejudice, a position offered under this section.

A. Employees desiring consideration for a vacancy (transfer, demotion) shall so indicate by timely completing the appropriate transfer or demotion request paperwork. The appointing authority may consider these employees as well as applicants on the applicable eligibility list.

B. Permanent employees of the classified City service may be appointed to positions on projects as defined in the Personnel Rules Sections 1.24.980 through 1.24.986. Such employees shall continue to accrue seniority and other rights of the classified service in their permanent position.

C. Permanent employees who have been granted a leave of absence by the Director of Human Resources shall have the right, at the end of the project, to return to their permanent classification in their previous department.

D. When the City deems it necessary to staff a position at the Senior IT Analyst level or higher, it will first recall laid-off employees from the reemployment list per the TMC 1.24.650, if such list exists. Any remaining openings may be filled as follows:

    1. Consider an interview of members who have requested transfer and demotion.

    2. Select an applicant from the IT Analyst classification series applicable eligibility list.

    3. With prior written notice to the Union, the Union agrees that the City may petition the Civil Service Board for a noncompetitive appointment according to Personnel Rule 1.24.570.

E. When the City deems it necessary to staff a position at the Business Analyst II level or higher, it will first recall laid-off employees from the reemployment list per the TMC 1.24.650, if such list exists. Any remaining openings may be filled as follows:

    1. Consider an interview of members who have requested transfer and demotion.

    2. Select an applicant from the Business Analyst classification series applicable eligibility list.

    3. With prior written notice to the Union, the Union agrees that the City may petition the Civil Service Board for a non-competitive appointment according to Personnel Rule 1.24.570.

F. A vacancy filled by timecard upgrade shall be filled in the following priority order:

    1. A departmental layoff list.

2. Departmental employees on the current applicable eligibility list.

3. The employee within the department with the longest permanent length of service in the next in line lower classification.

Paragraph F shall not apply to the classes of Critical Areas Biologist; Critical Areas Biologist, Senior; Critical Areas Biologist, Principal; Planner, Associate; Planner, Senior; Planner, Principal; Planner, Intern; IT Analyst; IT Analyst, Senior; IT Analyst, Senior Technical; IT Analyst, Principal Technical; Business Analyst I; Business Analyst II; and Business Analyst III.

The Department/Division need not consider for upgrade an employee who does not possess the knowledge, skill, adaptability and physical ability required for the job. An employee may waive without prejudice, an upgrade offered under this section.

**Section 12.12 – Layoff** In the event of a layoff, employees will be notified as soon as possible, with a copy of the layoff notice provided to the Union, as provided for in City of Tacoma Policy 3.01 – Layoffs.

**Section 12.13 – Web-site access** Represented employees may access the Local 120, Council 2 and AFSCME web-site through the City's internet system while remaining in compliance with the City Ethics Code.

**Section 12.14 – Safety Footwear** Incumbents in the classifications Critical Areas Biologist, Critical Areas Biologist, Senior, Critical Areas Biologist, Principal, Warehouse Technician, Senior Warehouse Technician, Vehicle Parts Assistant, and Fleet Services Parts Technician are eligible to receive an allowance of three hundred and twenty five dollars ($325)per year for safety footwear. The allowance will be paid in a pay period in January each year.

**Section 12.15** This section shall apply only to the following classifications: Fleet Service Parts Technician; Buyer; Buyer, Senior; Vehicle Parts Assistant; Warehouse Technician; Senior Warehouse Technician; Graphic Arts Specialist; and Lead Graphics Arts Specialist.

Employees assigned to work the swing or graveyard shift will have an unpaid lunch period and will receive an application of rate of three percent (3%) above their regular rate of pay. Swing and graveyard shifts for purposes of this paragraph are defined as eight (8)-or-more-hour shifts scheduled to begin from 3 p.m. to 3 a.m.

Incumbents who are currently assigned to work a shift that begins prior to 3:00 p.m., and who are currently receiving the three percent (3%) application of rate specified in the above paragraph, will continue to receive the application of rate in the same manner as incumbents who are assigned to work a shift that begins at 3:00 p.m.

Employees who are scheduled to work the 3:00 p.m. to 3:00 a.m. swing shift will continue to receive the three percent (3%) AOR for all hours spent attending meetings scheduled by management that occur prior to 3:00 p.m.

**Section 12.16 – Tacoma Police Department CALEA Pay** Local 120 General bargaining unit employees assigned to the Tacoma Police Department who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, shall receive a lump sum

payment for each year of this agreement that CALEA accreditation is maintained in the amount of five hundred dollars ($500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

**Section 12.17 – Major Multi-Day System Outage Compensation** When a major multi-day outage occurs, the Warehouse Technicians and Warehouse Technician Seniors working at the Tacoma Power division may be asked to work several consecutive and extended shifts.

This section addresses compensation paid to the Warehouse Technicians and Warehouse Technician Seniors during these events. The compensation may be activated for the entire T&D section or individual T&D work units on a case-by-case basis when Tacoma Power is experiencing a major multi-day system outage which has caused known widespread customer outages. The determination of what events qualify for this compensation will be made by the T&D Manager and may be implemented for the entire T&D Section, or by individual work units within T&D.

Warehouse Technicians and Warehouse Technician Seniors designated as eligible for this compensation will be paid at their normal overtime rate for all hours worked after the completion of their first normal shift during each event.

The T&D Manager will deactivate the major system outage compensation on a T&D Section-wide basis or by individual work units at their discretion. Some work units may be removed from this compensation prior to others based on the circumstances of the outage.

When the major multi-day system outage pay is deactivated the provisions of Section 12.7 are no longer in effect and Section 12.3 (Overtime) of the CBA will immediately prevail.

Section 12.7 of the parties' CBA may be terminated by mutual agreement of the Union and the City or unilaterally by either the Union or the City with a written 30-day notice.

## ARTICLE 13 – NON-DISCRIMINATION

**Section 13.1** Pursuant to RCW 41.56 there shall be no discrimination against Union members or Union officers.

**Section 13.2** It is mutually agreed that there shall be no discrimination based on applicable state or federal laws. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

**Section 13.3** It is mutually agreed that there shall be no unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #13

## ARTICLE 14 – LABOR MANGMENT COMMITTEE

The City and Union are interested in developing and maintaining collaborative working relationships. Both parties agree that communication and working together to resolve issues are in the best interest of all involved. To that end, a Labor/Management Committee (Committee) shall be maintained consisting of three members of Labor, to include the Union Business Representative or a designee and two bargaining unit employees appointed by the Union; the

Human Resources Director or a designee; and two management personnel. The parties may mutually agree to invite guests to facilitate discussion of relevant topics.
The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree. Issues surrounding employee training and staff development for bargaining unit members may be brought to the Labor Management Committee. If the committee deems is appropriate, after a one year period from ratification of this agreement, a training subcommittee may be formed.

The Committee shall establish its own rules of procedure and time and place of meetings. Bargaining unit members appointed by the Union to attend Committee meetings or attending Committee meetings as invited guests during their work hours will (a) request approval from their Supervisor in advance to attend meetings, for which approval shall not be unreasonably withheld, (b) record release time on their timesheets and (c) shall attend meetings without loss of pay, however, no overtime or compensatory time will be incurred during Committee meetings or as a result of meetings that occur outside an employee's regular work hours.

Chairmanship of the Committee rotates between Labor and Management.

## ARTICLE 15 – DISCIPLINE

**Section 15.1** Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

**Section 15.2** The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

**Section 15.3** The Employer agrees to notify the Union in writing that an employee may be dismissed, suspended or reduced in rank or pay.

**Section 15.4** At the request of the employee, the Employer shall hold a pre-disciplinary hearing within ten (10) working days from the time the employee was notified in writing of the specific alleged violation and of intent to dismiss, suspend, or reduce in rank or pay. At this hearing, the employee will be given an opportunity to present their side of the issue.

**Section 15.5** No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the employee and the employee's Union representative, a copy of all documents relevant to the alleged violation the Employer has in their possession.

**Section 15.6** The Employer may place an employee on paid administrative leave pending the final decision resulting from the pre-disciplinary hearing.

**Section 15.7** The employee and the employee's Union representative shall have the right to inspect the contents of the personnel file maintained by the Employer.

**Section 15.8** No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of

reprimand or suspension of three (3) days or less added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee. Letters of reprimand shall be subject to only Steps 1 and 2 of the grievance procedure.

**Section 15.9** A suspension without pay of more than three (3) days, a dismissal or a disciplinary reduction in rank or pay may be processed through all steps of the grievance procedure provided for in Article 5 of this Agreement. Suspensions of three (3) days or less are not subject to Step 5.3 of the Grievance Procedure, but may be appealed only to the Director of Human Resources pursuant to Step 4, Article 5 Grievance Procedure, for a final and binding decision. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

## ARTICLE 16 – SUBCONTRACTING

The City shall retain the right to determine whether and to what extent any work shall be performed by employees. The management of the City's operations and the direction of the work force, including, but not limited to, the contracting or subcontracting of work performed by the City shall be retained by the City.

First Notice: Prior to a final decision to contract/subcontract out bargaining unit work, and no less than fourteen (14) calendar days prior to offering a contract/subcontract or issuing a competitive solicitation the City shall notify by email the Union Staff Representative and the bargaining unit chairperson that it is considering contracting/subcontracting, the scope, quantity and duration of the work to be contracted, and the reasons why the City is considering contracting/subcontracting out bargaining unit work.

Second Notice: Should the City determine to contract/subcontract out the identified work, it shall notify the Union, in writing, within fourteen (14) calendar days of awarding the contract. This notice will include the anticipated professional services amount and any changes from the First Notice.

Request to Bargain: Upon written request by the Union, the City will bargain the impacts of such proposed contracting/subcontracting out of bargaining unit work pursuant to the requirements of RCW 41.56 and this Agreement.

The City of Tacoma will provide contracting departments with the current e-mail address of the Union Staff Representative and the bargaining unit chairperson.

## ARTICLE 18 – UNCLASSIFIED EMPLOYEES

The following classifications are considered unclassified (or “appointive”) employees: Critical Areas Biologist, Principal; Planner, Principal.

Pursuant to Article VI of the Tacoma City Charter and TMC Section 1.24.290, unclassified employees serve at will, and may be dismissed from their position at any time with or without cause. Civil Service provisions of the TMC and the CBA do not apply to unclassified

classifications. Sections 12.10 (Seniority, Layoff and Bumping) and 12.11 (Filling of Vacancies) do not apply to unclassified classifications.

Consistent with City Layoff Policy #3.01, an unclassified employee, who was promoted to the unclassified position directly from a classified position, may have rights to demote or "bump" into a position in the next lower classification from which he or she was appointed, in lieu of layoff. In order to clarify the bumping rights of unclassified incumbents, and in recognition of past changes to classification titles and classification codes, the bumping rights of specific incumbents are attached as Exhibit D.

## ARTICLE 17 – VEBA PARTICIPATION

Employees in this collective bargaining agreement are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997.

No more than once per calendar year, and with at least sixty (60) calendar days written notice to the City, the Union may elect whether or not to participate in the VEBA program as outlined in TMC Section 1.12.229. If the Union elects not to participate in the VEBA program, this Section shall remain in effect and the Union may opt back into the VEBA program the following year with at least sixty (60) calendar days' written notice to the City.

Unless elected otherwise in the paragraph above, the City shall deposit into a VEBA account a sum equivalent to twenty-five percent (25%) of sick leave accruals, and the city will deposit into a VEBA Account a sum equivalent to 50% percent of the Personal Time Off (“PTO”) accruals for any bargaining unit employee who meets the criteria outlined in Section 1.12.229 of the Tacoma Municipal Code, as amended (TMC).

## ARTICLE 18 – UNCLASSIFIED EMPLOYEES

The following classifications are considered unclassified (or “appointive”) employees: Critical Areas Biologist, Principal; Planner, Principal.

Pursuant to Article VI of the Tacoma City Charter and TMC Section 1.24.290, unclassified employees serve at will, and may be dismissed from their position at any time with or without cause. Civil Service provisions of the TMC and the CBA do not apply to unclassified classifications. Sections 12.10 (Seniority, Layoff and Bumping) and 12.11 (Filling of Vacancies) do not apply to unclassified classifications.

Consistent with City Layoff Policy #3.01, an unclassified employee, who was promoted to the unclassified position directly from a classified position, may have rights to demote or "bump" into a position in the next lower classification from which he or she was appointed, in lieu of layoff. In order to clarify the bumping rights of unclassified incumbents, and in recognition of past changes to classification titles and classification codes, the bumping rights of specific incumbents are attached as Exhibit D.

## ARTICLE 19 – SAVING CLAUSE

Should any provision of this Agreement be found to be in violation of any federal, state, or local law, all other provisions shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 20 – TERM OF AGREEMENT

This agreement shall remain in full force and effect from January 1, 2026 to and including December 31, 2028, provided however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred-twenty (120) days, in no event later than ninety (90) days prior to the expiration date for this agreement.

EXECUTED THIS _____ DAY OF _____ 2026.

City of Tacoma
a municipal corporation

Tacoma City and Pierce County
Employees Local Number 120

_____
City Manager

_____
Policy Chair

_____
Director of Public Utilities

_____
Staff Representative

_____
Labor Relations Division Manager

_____
Finance Director

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

# APPENDIX A

## TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

Effective January 1, 2026, all bargaining unit employees shall receive a General Wage Increase adjustment of three percent (3%).

Effective January 1, 2026, the following classifications will also receive a market rate increase as noted below. As additional Step 5, as noted below, will be added to the classification of Buyer, Senior.

| Classification | 2026 Market Increase |
|---|---|
| Business Analyst I | 1% |
| Business Analyst II | 3% |
| Business Analyst III | 3% |
| Buyer | 5% |
| Buyer, Senior | 5% |
| Communication Services Technician | 3% |
| Computer Support Technician | 3% |
| Fleet Services Support Tech | 3% |
| Graphic Arts Specialist | 1% |
| Graphic Arts Specialist, Lead | 1% |
| Information Technology Analyst | 3% |
| Information Technology Analyst, Senior | 1% |
| Information Technology Analyst, Senior Technical | 3% |
| Information Technology Analyst, Principal Technical | 1% |
| Information Technology Helpdesk Specialist | 3% |
| Integration Developer | 1% |
| Vehicle Parts Assistant | 3% |
| Warehouse Technician | 3% |
| Warehouse Technician, Senior | 3% |
| Web Developer | 3% |

**2026 Wages**:

| Code | Job Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01410 | Business Analyst I | 32.95 | 34.60 | 36.33 | 38.15 | 40.06 | 42.06 | | | | |
| 01420 | Business Analyst II | 46.46 | 48.78 | 51.22 | 53.78 | 56.47 | 59.29 | | | | |
| 01430 | Business Analyst III | 56.03 | 58.83 | 61.77 | 64.86 | 68.10 | 71.50 | | | | |
| 03040 | Buyer | 39.02 | 40.97 | 43.02 | 45.17 | 47.43 | | | | | |
| 46120 | Buyer Intern | 31.22 | | | | | | | | | |
| 03070 | Buyer, Senior | 47.12 | 49.48 | 51.95 | 54.55 | 57.28 | | | | | |
| 12250 | Communications Service Technician | 37.11 | 38.97 | 40.92 | 42.97 | 45.12 | 47.38 | | | | |
| 01240 | Computer Support Technician | 35.13 | 36.89 | 38.73 | 40.67 | 42.70 | 44.83 | 47.07 | | | |
| 23120 | Critical Areas Biologist | 48.48 | 50.90 | 53.45 | 56.12 | 58.93 | 61.88 | | | | |
| 23140 | Critical Areas Biologist, Principal | 60.24 | 63.25 | 66.41 | 69.73 | 73.22 | 76.88 | | | | |
| 23130 | Critical Areas Biologist, Senior | 52.13 | 54.74 | 57.48 | 60.35 | 63.37 | 66.54 | | | | |
| 03340 | Fleet Services Parts Technician | 38.28 | 40.19 | 42.20 | | | | | | | |
| 02200 | Graphic Arts Specialist | 36.65 | 38.48 | 40.40 | 42.42 | 44.54 | | | | | |
| 02220 | Graphic Arts Specialist, Lead | 40.30 | 42.32 | 44.44 | 46.66 | 48.99 | | | | | |
| 01500 | Information Technology Analyst | 36.90 | 38.75 | 40.69 | 42.72 | 44.86 | 47.10 | 49.45 | 51.92 | 54.52 | 57.25 |
| 46080 | Information Technology Analyst Intern | 29.52 | | | | | | | | | |
| 01530 | Information Technology Analyst, Principal Technical | 52.73 | 55.37 | 58.14 | 61.05 | 64.10 | 67.30 | 70.66 | 74.19 | 77.90 | 81.79 |
| 01510 | Information Technology Analyst, Senior | 42.58 | 44.71 | 46.95 | 49.30 | 51.76 | 54.35 | 57.07 | 59.92 | 62.92 | 66.07 |
| 01520 | Information Technology Analyst, Senior Technical | 47.70 | 50.09 | 52.59 | 55.22 | 57.98 | 60.88 | 63.92 | 67.12 | 70.48 | 74.00 |
| 46110 | Information Technology Business Analyst Intern | 26.36 | | | | | | | | | |
| 46090 | Information Technology Computer Support Technician Intern | 28.10 | | | | | | | | | |
| 46100 | Information Technology Helpdesk Intern | 26.14 | | | | | | | | | |
| 01180 | Information Technology Helpdesk Specialist | 32.67 | 34.30 | 36.01 | 37.81 | 39.70 | | | | | |
| 01600 | Integration Developer | 63.59 | 66.77 | 70.11 | 73.62 | 77.30 | | | | | |
| 46130 | Planner Intern | 28.69 | | | | | | | | | |
| 22090 | Planner, Associate | 40.98 | 43.03 | 45.18 | 47.44 | 49.81 | | | | | |
| 22210 | Planner, Principal | 56.03 | 58.83 | 61.77 | 64.86 | 68.10 | 71.51 | | | | |
| 22030 | Planner, Senior | 48.48 | 50.90 | 53.45 | 56.12 | 58.93 | 61.88 | | | | |
| 02990 | Vehicle Parts Assistant | 34.80 | 36.54 | 38.37 | | | | | | | |
| 0299A | Vehicle Parts Assistant +3% | 35.84 | 37.64 | 39.52 | | | | | | | |
| 03010 | Warehouse Technician | 34.79 | 36.53 | 38.36 | | | | | | | |
| 03020 | Warehouse Technician, Senior | 38.28 | 40.19 | 42.20 | | | | | | | |
| 01610 | Web Developer | 50.77 | 53.31 | 55.98 | 58.78 | 61.72 | | | | | |

Effective January 1, 2027, all bargaining unit employees shall receive a General Wage Increase adjustment of three percent (3%).

**2027 Wages**:

| Code | Job Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01410 | Business Analyst I | 33.95 | 35.65 | 37.43 | 39.30 | 41.26 | 43.32 | | | | |
| 01420 | Business Analyst II | 47.85 | 50.24 | 52.75 | 55.39 | 58.16 | 61.07 | | | | |
| 01430 | Business Analyst III | 57.70 | 60.59 | 63.62 | 66.80 | 70.14 | 73.65 | | | | |
| 03040 | Buyer | 40.18 | 42.19 | 44.30 | 46.52 | 48.85 | | | | | |
| 46120 | Buyer Intern | 32.14 | | | | | | | | | |
| 03070 | Buyer, Senior | 48.53 | 50.96 | 53.51 | 56.19 | 59.00 | | | | | |
| 12250 | Communications Service Technician | 38.24 | 40.15 | 42.16 | 44.27 | 46.48 | 48.80 | | | | |
| 01240 | Computer Support Technician | 36.18 | 37.99 | 39.89 | 41.88 | 43.97 | 46.17 | 48.48 | | | |
| 23120 | Critical Areas Biologist | 49.94 | 52.44 | 55.06 | 57.81 | 60.70 | 63.74 | | | | |
| 23140 | Critical Areas Biologist, Principal | 62.05 | 65.15 | 68.41 | 71.83 | 75.42 | 79.19 | | | | |
| 23130 | Critical Areas Biologist, Senior | 53.70 | 56.39 | 59.21 | 62.17 | 65.28 | 68.54 | | | | |
| 03340 | Fleet Services Parts Technician | 39.43 | 41.40 | 43.47 | | | | | | | |
| 02200 | Graphic Arts Specialist | 37.75 | 39.64 | 41.62 | 43.70 | 45.88 | | | | | |
| 02220 | Graphic Arts Specialist, Lead | 41.51 | 43.59 | 45.77 | 48.06 | 50.46 | | | | | |
| 01500 | Information Technology Analyst | 38.00 | 39.90 | 41.90 | 44.00 | 46.20 | 48.51 | 50.94 | 53.49 | 56.16 | 58.97 |
| 46080 | Information Technology Analyst Intern | 30.40 | | | | | | | | | |
| 01530 | Information Technology Analyst, Principal Technical | 54.30 | 57.02 | 59.87 | 62.86 | 66.00 | 69.30 | 72.77 | 76.41 | 80.23 | 84.24 |
| 01510 | Information Technology Analyst, Senior | 43.86 | 46.05 | 48.35 | 50.77 | 53.31 | 55.98 | 58.78 | 61.72 | 64.81 | 68.05 |
| 01520 | Information Technology Analyst, Senior Technical | 49.12 | 51.58 | 54.16 | 56.87 | 59.71 | 62.70 | 65.84 | 69.13 | 72.59 | 76.22 |
| 46110 | Information Technology Business Analyst Intern | 27.16 | | | | | | | | | |
| 46090 | Information Technology Computer Support Technician Intern | 28.94 | | | | | | | | | |
| 46100 | Information Technology Helpdesk Intern | 26.91 | | | | | | | | | |
| 01180 | Information Technology Helpdesk Specialist | 33.64 | 35.32 | 37.09 | 38.94 | 40.89 | | | | | |
| 01600 | Integration Developer | 65.50 | 68.78 | 72.22 | 75.83 | 79.62 | | | | | |
| 46130 | Planner Intern | 29.54 | | | | | | | | | |
| 22090 | Planner, Associate | 42.20 | 44.31 | 46.53 | 48.86 | 51.30 | | | | | |
| 22210 | Planner, Principal | 57.71 | 60.60 | 63.63 | 66.81 | 70.15 | 73.66 | | | | |
| 22030 | Planner, Senior | 49.94 | 52.44 | 55.06 | 57.81 | 60.70 | 63.74 | | | | |
| 02990 | Vehicle Parts Assistant | 35.85 | 37.64 | 39.52 | | | | | | | |
| 0299A | Vehicle Parts Assistant +3% | 36.93 | 38.77 | 40.71 | | | | | | | |
| 03010 | Warehouse Technician | 35.84 | 37.63 | 39.51 | | | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 03020 | Warehouse Technician, Senior | 39.43 | 41.40 | 43.47 | | | | | | | |
| 01610 | Web Developer | 52.30 | 54.91 | 57.66 | 60.54 | 63.57 | | | | | |

Effective January 1, 2028, all bargaining unit employees shall receive a General Wage Increase adjustment of three percent (3%).

**2028 Wages**:

| Code | Job Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01410 | Business Analyst I | 34.96 | 36.71 | 38.55 | 40.48 | 42.50 | 44.62 | | | | |
| 01420 | Business Analyst II | 49.28 | 51.74 | 54.33 | 57.05 | 59.90 | 62.90 | | | | |
| 01430 | Business Analyst III | 59.44 | 62.41 | 65.53 | 68.81 | 72.25 | 75.86 | | | | |
| 03040 | Buyer | 41.40 | 43.47 | 45.64 | 47.92 | 50.32 | | | | | |
| 46120 | Buyer Intern | 33.12 | | | | | | | | | |
| 03070 | Buyer, Senior | 50.00 | 52.50 | 55.12 | 57.88 | 60.77 | | | | | |
| 12250 | Communications Service Technician | 39.38 | 41.35 | 43.42 | 45.59 | 47.87 | 50.26 | | | | |
| 01240 | Computer Support Technician | 37.26 | 39.12 | 41.08 | 43.13 | 45.29 | 47.55 | 49.93 | | | |
| 23120 | Critical Areas Biologist | 51.43 | 54.00 | 56.70 | 59.54 | 62.52 | 65.65 | | | | |
| 23140 | Critical Areas Biologist, Principal | 63.91 | 67.11 | 70.47 | 73.99 | 77.69 | 81.57 | | | | |
| 23130 | Critical Areas Biologist, Senior | 55.32 | 58.09 | 60.99 | 64.04 | 67.24 | 70.60 | | | | |
| 03340 | Fleet Services Parts Technician | 40.61 | 42.64 | 44.77 | | | | | | | |
| 02200 | Graphic Arts Specialist | 38.89 | 40.83 | 42.87 | 45.01 | 47.26 | | | | | |
| 02220 | Graphic Arts Specialist, Lead | 42.76 | 44.90 | 47.14 | 49.50 | 51.97 | | | | | |
| 01500 | Information Technology Analyst | 39.15 | 41.11 | 43.17 | 45.33 | 47.60 | 49.98 | 52.48 | 55.10 | 57.85 | 60.74 |
| 46080 | Information Technology Analyst Intern | 31.32 | | | | | | | | | |
| 01530 | Information Technology Analyst, Principal Technical | 55.92 | 58.72 | 61.66 | 64.74 | 67.98 | 71.38 | 74.95 | 78.70 | 82.64 | 86.77 |
| 01510 | Information Technology Analyst, Senior | 45.18 | 47.44 | 49.81 | 52.30 | 54.91 | 57.66 | 60.54 | 63.57 | 66.75 | 70.09 |
| 01520 | Information Technology Analyst, Senior Technical | 50.60 | 53.13 | 55.79 | 58.58 | 61.51 | 64.59 | 67.82 | 71.21 | 74.77 | 78.51 |
| 46110 | Information Technology Business Analyst Intern | 27.97 | | | | | | | | | |
| 46090 | Information Technology Computer Support Technician Intern | 29.81 | | | | | | | | | |
| 46100 | Information Technology Helpdesk Intern | 27.72 | | | | | | | | | |
| 01180 | Information Technology Helpdesk Specialist | 34.65 | 36.38 | 38.20 | 40.11 | 42.12 | | | | | |
| 01600 | Integration Developer | 67.47 | 70.84 | 74.38 | 78.10 | 82.01 | | | | | |
| 46130 | Planner Intern | 30.43 | | | | | | | | | |
| 22090 | Planner, Associate | 43.47 | 45.64 | 47.92 | 50.32 | 52.84 | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 22210 | Planner, Principal | 59.45 | 62.42 | 65.54 | 68.82 | 72.26 | 75.87 | | | | |
| 22030 | Planner, Senior | 51.43 | 54.00 | 56.70 | 59.54 | 62.52 | 65.65 | | | | |
| 02990 | Vehicle Parts Assistant | 36.92 | 38.77 | 40.71 | | | | | | | |
| 0299A | Vehicle Parts Assistant +3% | 38.03 | 39.93 | 41.93 | | | | | | | |
| 03010 | Warehouse Technician | 36.91 | 38.76 | 40.70 | | | | | | | |
| 03020 | Warehouse Technician, Senior | 40.61 | 42.64 | 44.77 | | | | | | | |
| 01610 | Web Developer | 53.87 | 56.56 | 59.39 | 62.36 | 65.48 | | | | | |

All of the above classifications shall receive longevity pay as per Ordinance 20938 as follows:

1% of base pay with aggregate service for 5 through 9 years of service
2% of base pay with aggregate service for 10 through 14 years of service
3% of base pay with aggregate service for 15 through 19 years of service
4% of base pay with aggregate service for 20 or more years of service

Employees in the following classifications will be eligible for longevity pay per Ordinance 20938 on January 1, 2026: Critical Areas Biologist; Critical Areas Biologist, Senior; Critical Areas Biologist, Principal; Planner, Associate; Planner, Senior; and Planner, Principal.

## APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2026-2027:

**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 written authority given to it by any member of the Union or other representative organization, 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 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 of the Joint Labor Agreement.

**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.

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.

In addition to these amounts, part-time employees assigned to work 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 assigned to work 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 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 prorated and deposited on a monthly or biweekly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

a. Employees Who Participate in Wellness – $1650 per year for employees selecting employee-only coverage; $3300 per year for employees insuring one or more dependents.

b. Employees Who Do Not Participate in Wellness – $825 per year for employees selecting employee-only coverage; $1650 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 assigned to work 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 assigned to work 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.

**6.3.1** **Default Options.** If permanent, project, appointive, and temporary pending exam employees fail to enroll or waive dental coverage within the required enrollment period, the employee will be enrolled automatically in the City's default plan. The default dental plan shall be the Delta Dental plan and the default vision plan shall be Vision Plan Services (VSP) unless the employee enrolled in the Kaiser Permanente HMO plan, which includes vision coverage. 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.

**6.4** **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. 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.

**6.4.4** Dual Coverage Wellness Credit - 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 for the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contribution for medical insurance coverage.

**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 |

Employee's 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.

**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.

| 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.

**6.8.3** Employees in the PTO plan may, no later than January 31 of each year, submit in writing, on the form provided by and available from the Human Resources Department, a commitment to cash out up to 100 hours of available accrued PTO in February of the following year. The cash value of the PTO shall be based on the rate for the classification in which the employee is working at the time the cash out payment occurs.

**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 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 he/she was 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 his/her 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)
Memorial Day (last Monday in May)
Juneteenth (June 19th)
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 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 monthly.

c. Review experience reports monthly.

**6.15.2** Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved 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. Meal allowances shall be twenty three dollars ($23) per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

**6.17** Standby Pay may be paid to employees pursuant to TMC Section 1.12.180 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Those bargaining units who, through their individual collective bargaining agreement, have elected the standby rate provided for by this Section shall receive five dollars ($5.00) five dollars for each hour so assigned.

**6.18** Upon approval by the department head, an employee may use up to five (5) working days of accrued paid leave upon the death of a family member, as defined in TMC Section 1.12.250.G. Leave taken under this section must be used within one (1) year from the date of death of the family member.

# APPENDIX C

## CLASSIFICATION REVIEW REQUEST FORM FOR AFSCME Local 120 EMPLOYEES

*Instructions for Employee: Fill out all information above the dotted line. Submit the completed and signed form both a hard copy and an electronic copy (if possible).*

Employee Name: Click or tap here to enter text.

Employee ID #: Click or tap here to enter text.

Supervisor's Name: Click or tap here to enter text.

Current Classification: Click or tap here to enter text.

Classification You Feel Better Describes the Duties You Perform: Click or tap here to enter text.

Please briefly summarize how your duties have changed since your position was last reviewed. Please feel free to attach supplemental pages if needed.

Click or tap here to enter text.

How long have you been performing the new duties? Click or tap here to enter text.

X ______________________________

Employee Signature and Date Signed

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

*Instructions for Supervisor: Once you've filled out your portion, submit to the City of Tacoma Human Resources – Class & Comp team at your earliest convenience. Please include a copy of the updated PDF if applicable.*

Supervisor's Comments:

Click or tap here to enter text.

______________________________

## APPENDIX D

## Bumping Rights of Unclassified Incumbents Pursuant to Policy #3.01 – Local 120 PDS Classifications

Consistent with City Layoff Policy #3.01, an unclassified employee, who was promoted to the unclassified position directly from a classified position, may have rights to demote or "bump" into a position in the next lower classification from which he or she was appointed, in lieu of layoff. In order to clarify the bumping rights of unclassified incumbents, and in recognition of past changes to classification titles and classification codes, the bumping rights of specific incumbents are attached as Exhibit B to this LOA. No employee so demoted shall displace a permanent or probationary employee except in order of seniority as determined in the Personnel Rules. (TMC 1.24.920)

In all cases, the bumping employee must be qualified to perform the duties of the new classification, and subject to the three to six month trial service specified in Section 12.10 of the Local 120 CBA.

| **Employee** | **Current Unclassified Title** | **Classified Title Promoted From (Historic Name)** | **Classified Title Promoted From (Current Equivalent)** |
|---|---|---|---|
| Atkinson, Steve | Principal Planner | Senior Planner | Senior Planner |
| Harala, Larry | Principal Planner | Senior Planner | Senior Planner |
| Hoogkamer, Lauren | Principal Planner | Historic Preservation Coordinator | Senior Planner |
| McKnight, Reuben | Principal Planner | Senior Planner | Senior Planner |
| Spadoni, Lisa | Critical Areas Biologist, Principal | Promoted from Unclassified position | Promoted from Unclassified position |

## INDEX TO LETTERS OF AGREEMENT AND UNDERSTANDING

### TACOMA, WASHINGTON, CITY AND PIERCE COUNTY EMPLOYEES LOCAL NUMBER 120 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO


| Description | Date Signed |
|---|---|
| 1. IT Intern Classifications LOA – 2025 | Update 6/20/2016 |
| 2. ESD Transf. Warehouse Duties From Sewer Wker to Warehouse Tech LOA | 12/03/2015 |

**Letter of Agreement**
**Between**
**City of Tacoma**
**And**
**City of Tacoma Washington, City and Pierce County Employees**
**Local Number 120, AFL-CIO**

**Subject: Intern Classifications**
**Original LOA Date: March 1, 2023**
**Updated Concurrent with Accretion of PDS Classification LOA (2025)**

In accordance with Article 3 of the collective bargaining agreement between the City and Local 120, the City hereby acknowledges Local 120 as the exclusive bargaining representative for the classifications of Buyer Intern, IT Analyst Intern, IT Business Analyst, IT CST Intern, IT Helpdesk Intern, and Planner Intern.

The Parties agree as follows:

1. Four Intern classifications shall be retained, and one created to support recruitment and retention into their respective classifications.

2. The rates of pay for the Intern classifications will be set as follows:

| Classification | Step 1 Rate of Pay |
|---|---|
| Buyer Intern | 80% of Step 1 Buyer (CSC 0304) |
| IT Analyst Intern | 80% of Step 1 IT Analyst (CSC 0150) |
| IT CST Intern | 80% of Step 1 Computer Support Technician (CSC 0124) |
| IT Helpdesk Intern | 80% of Step 1 IT Helpdesk Specialist (CSC 0118) |
| IT Business Analyst Intern | 80% of Step 1 Business Analyst 1 (CSC 0141) |
| Planner Intern | 70% of Step 1 Associate Planner (CSC 2209) |

3. The Union hereby acknowledges its support of the Intern programs.

4. All Interns will be covered by the rights and responsibilities contained within Article 4 (“Union Membership and Dues”) of the Collective Bargaining Agreement (CBA).

5. The Intern classifications are intended to be educational positions, to learn and perform work covered by Local 120 classification. When used, the intern classifications will be filled with only temporary employees and the duration of each intern's employment shall not exceed twelve (12) months aggregate time per classification in any two-year period, per Section 1.24.710. This temporary employment may be extended with proper authorization by the Civil Service Board, and the Union so notified.

6. Interns shall not have rights or protections under the CBA related to continued employment, including protections under the layoff, recall, and/or bumping provisions.

This Letter of Understanding is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City, nor by other employees represented by this Union, or any other Union.

ORIGINAL SIGNED BY:
For WSCCCE, Local 120:
Dylan Carlson, Staff Representative
6/22/16

For the City of Tacoma:
Joy St. Germain Human Resources Director
William Gaines, Utilities Director
T.C. Broadnax, City Manager
Cheryl Comer, Deputy City Attorney 7/8/16

**LETTER OF AGREEMENT**

**By and Between**
**City of Tacoma and**
**Teamsters Local 313 and**
**AFSCME Local Number 120**

**Subject: ESD Transferring Warehouse Duties from Sewer Worker to Warehouse Technician**

**Date: December 3, 2015**

This Letter of Agreement (LOA) hereby recognizes the arrangement made between the City of Tacoma Environmental Services Department (ESD), Teamsters Local Union 313, and AFSCME Local 120, hereinafter referred to as "the Parties".
Environmental Services Operations and Maintenance has decided to consolidate warehouse functions to a central location at the Waste Wastewater Treatment Facility. As a result of this decision, and the closure of the small separate warehouse facility, the Sewer Worker who has been assigned Expeditor duties will be reassigned to Sewer Worker duties.
The Parties agree as follows:

1. The work currently assigned to the Sewer Worker at the facility being closed will henceforth be performed by members of Local 120, except that
2. In the event the warehouse being closed by this agreement is at some future date reopened, the Expeditor work will be considered as Local 313 work and will be reassigned to a 313 represented Sewer Worker.
3. In the event the work currently known as Expeditor duties is assigned to a 313 represented Sewer Worker at some future date, based on the reopening of the separate facility, Local 120 will not file skimming charges against the City or Teamsters Local 313.

This Letter of Agreement shall remain in effect for the duration of the Teamster Local Union 313 2014-2017 Collective Bargaining Agreement.
This agreement is not to be used as a precedent with respect to any other contracts for any other Sections or Division in any Department represented by this Union or other employees employed by the City of Tacoma and represented by any other Union.

ORIGINAL SIGNED BY:

| | |
|---|---|
| For City of Tacoma | For Teamsters Local 313 |
| Joy St. Germain<br>Human Resources Director | Terra Ament<br>Business Representative |
| Michael P. Slevin III, P.E.<br>Environmental Services Director | For Local 120<br>Dylan Carlson |
| T.C. Broadnax<br>City Manager | Business Representative |

Approved as to form:
Cheryl Comer
Deputy City Attorney