

2021 – 2023

**AGREEMENT
BY AND BETWEEN**

CITY OF TACOMA

AND

**PROFESSIONAL PUBLIC SAFETY
MANAGEMENT ASSOCIATION**

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THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and PROFESSIONAL PUBLIC SAFETY MANAGEMENT ASSOCIATION (hereinafter called the Association), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive bargaining representative.

PREAMBLE

The parties to this agreement believe that the Citizens of Tacoma deserve the highest quality service and recognize the value of listening to those we serve. We also recognize the value of providing a work environment that supports a spirit of teamwork, encourages personal growth, participative decision-making and equal opportunity. We believe in a relationship of mutual respect, open communications, shared success and innovative problem solving which will promote customer service, mutual respect and responsible issue resolution.

ARTICLE 1 - BARGAINING UNIT

The City hereby recognizes the Association as exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW, as last amended, for all employees in those classifications listed as follows:

0770	A	Assistant Police Chief
0764	A	Assistant Fire Chief
0765	A	Deputy Fire Chief
0771	A	Deputy Police Chief

Employees in this unit are Appointive (at will) employees and as such serve at the pleasure of the appointing authority. The appointive authority has the ability to remove an employee from their position at any time.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES

Section 2.1 The City agrees to deduct from the pay of each employee, who has so authorized it, Union initiation fees, monthly dues, and assessments as certified by the secretary of the Union. The City will rely on 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 employee's authorization from the Union, the City will deduct from the employee's pay the authorized deduction 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, or assessments. The Union agrees to indemnify and hold harmless the City from any action arising from this Section, unless caused by the City's error or negligence.

Upon receipt of an employee request for authorization of payroll deduction of Union initiation fees, monthly dues, or assessments, the City will forward the request 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.

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

ARTICLE 3 - ASSOCIATION ACTIVITIES

A member of the Association acting in any official capacity whatsoever shall not be discriminated against for their lawful acts as such representative of the Association.

The City shall pay up to two (2) city employees service as the Association negotiating committee their regular rate of pay for meetings spent in formal negotiations between the City and the Association up to a maximum of 40 hours total.

ARTICLE 4 - FRINGE BENEFITS - COMPENSATION PLAN

Section 4.1 Fringe benefits shall be provided as set forth in the Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code as enacted or hereafter amended and is hereby incorporated as part of this Agreement for the purpose of information for the members of the Association.

Section 4.1.1 Employees in this bargaining unit shall be covered by the health benefits plan negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC) for the term of this Agreement.

Section 4.2: Personal Time Off

Employees entering the bargaining unit on or after January 1, 2019 will be converted to the Personal Time Off plan effective upon appointment.

Section 4.3 In the event of an in-the-line-of-duty death of an employee covered under this agreement, the surviving spouse or personal representative of the estate of the deceased employee may elect to obtain coverage for eligible family members within 60 days after the death pursuant to the same terms and conditions as is made available to LEOFF II retirees represented by the Union.

Section 4.4: LEOFF II Retiree Medical Coverage

The City agrees that bargaining unit members, who hereafter retire into the state LEOFF II retirement system for length of service or disability, have the right to participate in a City's health insurance program as provided by RCW 41.04.208.

ARTICLE 5 - ADMINISTRATIVE LEAVE

Employees in this bargaining unit are classified as "Class D" employees who will not receive overtime compensation or compensatory time off. These are positions having work assignments, unpredictable or irregular hours and are salaried employees. As such, deductions of less than eight (8) hours for sick leave, vacation, or leave without pay will not be made in accordance with Section 1.12.020 of the Tacoma Municipal Code. Employees may be granted Administrative Leave on an informal basis at the discretion of the Police or Fire Chief in accordance with the best interests of the Department. Administrative leave will only be granted with prior approval to ensure that should an accident occur, it is on approved administrative leave as opposed to "work" time.

ARTICLE 6 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination or harassment because of race, color, religion, gender, age, marital status, national origin, sexual orientation or disability status (which do not prevent proper performance of the job) unless based upon a bona fide occupational qualification, or any other class protected under local, state, or federal nondiscrimination laws. Union and management representatives shall work cooperatively to assure the achievement of

equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

ARTICLE 7 - WAGES

Section 7.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Municipal Code of the City of Tacoma.

Section 7.2: Indexing/Parity and Wages for 2021, 2022, and 2023

2021, 2022, and 2023 wages shall be determined by the indexing process as indicated below. No bargaining unit member's wages shall be reduced; instead, bargaining unit members' wages shall be frozen until the wages of the classifications supervised catches up to the bargaining unit's wages, pursuant to the indexing as indicated below. The Union will forego one percent (1%) of the bargaining units' salary in consideration of the VEBA program as outlined in Addendum 2.

To address compression issues between classifications in this bargaining unit and the classifications that they supervise, the following indexing provisions will be used, which includes consideration for longevity, incentive pays (i.e. mentor, merit, day shift, administrative/operations), and compensation for promotion:

Step	Indexing Provision	Index %
(1) Police:	Top step of Assistant Police Chief (CSC 0770) above the top step of Police Captain (CSC 4205)	28%
(2) Police:	Top step of Deputy Police Chief (CSC 0771) above the top step of Assistant Police Chief (CSC 0770)	7.5%
(3) Fire:	Top step of Assistant Fire Chief (CSC 0764) above the top step of Fire Battalion Chief "40-hour" (CSC 4004F)	28%
(4) Fire:	Top step of Deputy Fire Chief (CSC 0765) above the top step of Assistant Fire Chief (CSC 0764)	7.5%

In addition, bargaining unit employees who are actively employed as of the date of ratification by the Union of this Agreement shall receive a one-time lump sum payment of four hundred dollars (\$400.00).

Section 7.3 LEOFF II employees in this bargaining unit shall receive an additional ½ of 1 percent (0.5%) in lieu of long-term disability insurance.

Section 7.4 Employees in this bargaining unit are not eligible for longevity pay.

ARTICLE 8 - DEFERRED COMPENSATION

Section 8.1 The City will contribute, with or without employee match, two hundred and thirty-eight dollars (\$238.00) per pay period into the deferred compensation program offered by the City.

ARTICLE 9 – HEALTH REIMBURSEMENT ARRANGEMENTS

Section 9.1 Monthly Employee VEBA Contribution

The City agrees to deduct from the paycheck of each employee a standard monthly amount of two hundred and twenty-five dollars (\$225.00), and will promptly transfer said amount to the employee's VEBA account.

The amount of the VEBA contribution may be adjusted by the Association no more than once per year, and with at least sixty days' written notice to the City's Human Resources Director of any change in the deduction amount. There shall be no retroactive deductions. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 9.2: Annual PTO Cash Out to VEBA

- A. Employees in the bargaining unit will not be eligible for PTO cash out per TMC 1.12.248.
- B. In January of each year, each employee having more than 480 hours of PTO accrued will be cashed out 80 hours of accrued PTO, all, one-half, or none of the value of which will be deposited into the Employee's VEBA account, determined on the annual election set forth in this subsection. The cash value of the PTO shall be based on the rate for the classification in which the employee holds permanent appointment. The Association may determine by December 1 of the prior calendar year whether the cash out for the following year will be 100% to VEBA, 50/50 VEBA and traditional cash out, or 100% traditional cash out. Should the Association not provide notice by December 1, the City will maintain the status quo from the previous election. There shall be no retroactive deductions. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.
- C. The provision of this Section shall be effective January 1, 2020 or upon ratification by the parties, whichever comes later.

Section 9.3: PTO and Sick Leave Deposit to VEBA at Retirement

A. Effective January 1, 2021, an employee separated from service due to death or retirement for disability or length of service is compensated to the following extent of their sick leave accruals.

- Accumulated sick leave between 0 and 400 hours shall be cashed out at 25%.
- Accumulated sick leave hours between 401 and 800 shall be cashed out at 33%.
- Accumulated sick leave hours above 801 shall be cashed out at 50%.

An employee separated in good standing from service for any other reason is compensated to the extent of ten (10) percent of their sick leave accruals, up to a maximum accrual of 1,920 hours or one hundred twenty (120) days.

This subsection shall be applied consistent with Article 13, Section 13.2 – Sick Allowance of the Tacoma Firefighters Union Local 31 collective bargaining agreement.

- B. The City shall also deposit into a VEBA Account a sum equivalent to one hundred percent (100%) of PTO accruals for any bargaining unit employee who meets the criteria outlined in TMC Section 1.12.229.
- C. All employees covered by this Agreement shall participate in the above referenced VEBA program. No employee may request, nor will any employee receive, exemption from VEBA participation.
- D. Either party to this Agreement shall be able to cancel this Section 9.3 with thirty (30) days written notice to the other Party of its intent.

ARTICLE 10 - CITY VEHICLES

Employees in this bargaining unit are engaged in public safety activities. As such, if an employee is assigned a City vehicle he/she shall be available to respond to emergencies from their home on an as needed basis. Because of the emergency response requirements the employee shall not be charged mileage to and from their home to their duty station. City vehicles shall only be used for authorized purposes. The City agrees to provide liability coverage.

ARTICLE 11 – POLICE CLOTHING & EQUIPMENT

The City shall provide all police equipment and uniforms for commissioned police officers.

ARTICLE 12 – SENIORITY & BUMPING

PPSMA members (appointive employees) may return to their previously held non-appointive (classified) classification regardless of whether they were appointed from a classified or appointive (unclassified) position. In addition, PPSMA members shall continue to accrue seniority in the last previously held non-appointive classification while serving in the appointive position. Nothing within this paragraph prohibits any employee returning to a non-appointive

classification from being disciplined and/or terminated for cause, including, for example, insubordination, neglect and/or failure to perform job duties.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 A grievance is hereby defined as an alleged violation of a specific Article of this Agreement that is brought by the aggrieved employee and/or the Association to the attention of the other party within fifteen (15) working days of the time the grieving party first became aware of the alleged violation. Working days referred to in this Article shall be defined as Monday through Friday with the exclusion of holidays recognized by the Employer. Such grievances shall be processed in the following manner:

Step 1 The Association or aggrieved employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the resolution requested to Chief of the relevant department (Police or Fire), who shall review the grievance and render a written decision within fifteen (15) working days of receipt of the grievance. The written grievance at this step and at all steps thereafter, shall contain the following information:

1. a statement of the grievance and the facts upon which it is based;
2. the alleged violation of this Agreement,
 - a. citing the specific article and/or section and
 - b. how that article and/or section is alleged to have been violated;
3. the remedy or adjustment sought; and
4. the signature of the aggrieved employee or Association Representative.

Step 2 If the grievance is not resolved at Step 1, the Association may submit the grievance in writing to the City Manager within fifteen (15) working days of receipt of the Chief's decision, with a copy to the City's Labor Relations office. The City Manager shall render a written decision within twenty (20) working days of receipt of the grievance. The decision shall be final and binding on both parties. The City Manager shall have no power to alter, amend or change the terms of this Agreement.

Section 13.2 Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own attorneys, representatives and witnesses.

Section 13.3 Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the Association 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 waiver, the Association may submit the grievance to the next step within the grievance procedure.

ARTICLE 14 – STRIKE PROHIBITED

The City and the Association 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 Association 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 Association agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions, shall be subject to such disciplinary action as may be determined by the City.

ARTICLE 15 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2021, to and including December 31, 2023, provided however, that this agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this agreement that negotiations for change or modification shall begin as provided for under RCW 41.56.

ARTICLE 16 - SAVING CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof and the remaining parts or portions remain in full force and effect.

ARTICLE 17- EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

EXECUTED IN TACOMA, WASHINGTON, THIS 20th DAY OF September, 2021

For PPSMA

Michael S Mitchell
Michael Mitchell Date 9/08/2021
President

For City of Tacoma

Elizabeth Pauli 9/20/2021
Elizabeth Pauli Date
City Manager

Toryono Green 9/8/2021
Toryono Green Date
Fire Chief

Mike Ake 9/15/2021
Mike Ake Date
Interim Police Chief

Approved as to form:

Cheryl Comer 9-8-2021
Cheryl Comer Date
Deputy City Attorney

Attest:

Doris Soum 9/20/21
Doris Soum Date
City Clerk

ADDENDUM 1
Confidential Employees in the Police and Fire Departments

In light of the long standing productive relationship between the City and the PPSMA, both parties have executed this agreement in the spirit of teamwork, mutual respect, and innovative problem-solving. It is our hope that this agreement will promote improved efficiency and customer service for the citizens of the City, the City and Union (PPSMA). The parties hereto, stipulate to the following conditions:

1. It is expressly understood that "confidential employees" are those who are necessary for the development and implementation of labor policies and who sit on the management committee to prepare for and negotiate union labor contracts affecting the Police and Fire departments.
2. Each Chief (Fire and Police) *may* designate up to two employees each (no more than 4 total) who shall be deemed "confidential" for the purposes of labor negotiations. Individuals designated "confidential" shall not be members of the bargaining unit.
3. If, at any point in time, either or both Chiefs appoint different individual(s) to confidential status, the individual(s) no longer holding the "confidential" designation will immediately revert back into the membership of the bargaining unit.
4. Employees who are designated as "confidential" are not designated as such with any intent or ability to reduce their wages and benefits. It is clearly understood by both parties that the PPSMA union negotiates wages, hours and working conditions for the Assistant Chief and Deputy Chief classifications. Whatever wages and benefits are negotiated for those classifications become established by contract and codified through ordinance.
5. Regardless of the "confidential" designation, it is the employee's classification that dictates their wages and benefits. The PPSMA represents all employees in the Deputy and Assistant Chief classifications; the wages and benefits are negotiated and established at the table.
6. The parties do not expect or intend that the Police or Fire Chiefs--at a subsequent date to this agreement--would attempt to create a new classification at the level of the Deputy or Assistant Chief. Doing so, may reasonably be perceived to be an attempt to circumvent this understanding and basis of settlement-for example: creating a Deputy 2 Classification.
7. Without compromising the City's management rights to classify and reclassify positions, the body of work of the Deputy Chiefs *and/or* Assistant Chiefs (including those working as "confidential" at the Chiefs designation) is well established. The parties understand that no significant changes are planned or expected that would warrant a new classification. Any effort to establish a new classification would be expected to meet the City's rules for new appointive classifications, to wit: a significant change in the employee's working conditions.

ADDENDUM 2
Voluntary Employee Beneficiary Association (VEBA)

VEBA Program Parameters:

1. For 2021, 2022, and 2023, the Union will forego one percent (1%) of the bargaining units' salary. Therefore, once the bargaining unit wage scales are identified in any given year, each member of the bargaining unit would receive reduced percentage (%) of the base wage rate in exchange for this benefit.
2. For the specific purpose of calculating wage comparisons, the percentage (%) reduction will be considered as a component of base wages.
3. The VEBA retirement program is only available to members of the Union, who are enrolled in the Washington State Law Enforcement Officers' and Fire Fighters' LEOFF Plan 2 retirement plan. This plan is only applicable to such employees who voluntarily separate employment from the City service through retirement.
4. The VEBA retirement program is not an employee right. Employees must meet the eligibility criteria and terms of the program.

Rules and Eligibility Requirements:

1. This is a voluntary program offered to eligible LEOFF Plan 2 employees. Such employees must meet all eligibility requirements to be approved for the retirement program, and the City retains the ability to make the final eligibility decisions.
2. This voluntary retirement program does not include a direct cash payment. Instead, it consists of payments made into approved retirees' VEBA accounts of five hundred seventy-five dollars (\$575.00) per month until the earlier of the month when the employee reaches age sixty-five (65) or Medicare eligibility. These payments will be subject to all rules and laws applicable to the retirees' VEBA accounts.
3. If the retiree passes away before Medicare eligibility or age sixty-five (65), the VEBA contribution will terminate. The retiree's beneficiary will be eligible to continue to utilize the funds in the deceased retiree's VEBA account until such funds are exhausted. An employee applying for the VEBA retirement program must be eligible to retire under the applicable LEOFF plan. Additionally, if an employee applies for the VEBA retirement program but does not retire by the established retirement deadline, the employee will not be eligible for the VEBA retirement program in any future year.
4. Employees approved for the VEBA retirement program will not be placed on the City's layoff registers and are not eligible for rehire as a regular, benefited, permanent employee.
5. Employees approved for the VEBA retirement program agree not to file for unemployment benefits due to separation of employment from the City.
6. Each year the VEBA retirement program will be open for up to three (3) eligible LEOFF Plan 2 employees, one (1) from Police, one (1) from Fire, and one (1) from

either Police or Fire, with all ties to be determined on the basis of LEOFF 2 Plan seniority only, excluding individual or personal factors. Any changes to the maximum number of employees who may apply for this program will require mutual agreement between the parties.

7. To be eligible for the program, employees must be at least fifty-three (53) years of age. In addition, employees must have age + years of service totaling at least seventy-five (75) or higher.
8. The deadline to apply for this VEBA retirement program is no later than 5:00 pm, December 1st of the current year, unless otherwise agreed to by the parties.
9. The deadline to retire for approved employees is July 1st of the following year, unless otherwise agreed to by the parties.
10. Enrollees will sign an agreement that outlines the parameters, eligibility and terms of the VEBA retirement program.