

**Letter of Agreement
City of Tacoma
And
Tacoma Firefighters IAFF Local 31
Extension and Modification of Collective Bargaining Agreement**

This Letter of Agreement (“LOA”) is entered into between the City of Tacoma and Tacoma Firefighters Union Local 31 (“Union”).

WHEREAS, the parties desire to extend the January 1, 2015, through December 31, 2018 Collective Bargaining Agreement through December 31, 2020.

WHEREAS, the January 1, 2015, through December 31, 2018 Collective Bargaining Agreement shall be amended effective as of the date this LOA is approved by the City Council, as follows:

ARTICLE 9 - UNION BUSINESS

Section 9.1 Representatives of the Union shall be allowed to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating a possible grievance. Such visitation shall not interfere with the normal operations of the Employer, and the Union representative will notify the on-duty supervisor of the purpose of the visit.

Section 9.2 Union Leave of Absence Time off duty to attend the following meetings will normally be granted to the president or business agent or an authorized representative of the Union without loss of pay:

- A. When attending Joint Labor Committee meetings where business of the City of Tacoma is directly involved, providing notice of such meeting shall be given at least twenty-four (24) hours prior thereto to the Chief of the Fire Department by the Union, and in the absence of the Chief, to his/her Deputy Chief or the ranking supervisory officer, and in case of emergency, such meetings may be held without such twenty-four hour (24) notice but upon notice to the officer as above provided.
- B. When attending meetings, trainings, or conferences that benefit the City of Tacoma and Local 31 membership (hereafter called “meetings”), provided notice of such meetings shall be given at least seventy-two hours (72) prior thereto to the Chief of the Fire Department by the Union, and in the absence of the Chief, to his/her Deputy Chief or the ranking supervisory officer. In the case of an emergency, such meetings may be held without such seventy-two hours (72) notice but upon notice to the officer as above provided. By way of example but not limited to, meetings may include South Sound 911 board meetings, pension board meetings, Labor and Employment Relations Association conferences, Staffing for Adequate Fire & Emergency Response Grants program meetings, firefighter safety meetings, on-the-job injury meetings, in line of duty death meetings, etc.

- C. When attending Union meetings, when such meetings are called at the request of the Employer or its duly authorized representative.
- D. In case of contract negotiations when such negotiations are carried on with the Employer and when Fire Department salaries are discussed by the City Council at its public meetings or hearings on the annual budget.
- E. Any other meeting, other than those referred to in A, B, C, and D, that the Fire Chief or his/her representative would deem necessary or appropriate.
- F. The parties agree to track using the electronic scheduler (as that scheduler system exists now or as modified in the future) and make available to the other party all meetings attended under this section.

Section 9.3 Attendance at Union meetings while on-duty, with the permission of on-duty Battalion Chiefs, executive board members may be allowed to attend local Union meetings while they are on duty, provided their absence does not reduce the staffing level established for that particular shift.

Section 9.4 A copy of this Agreement shall be posted in a conspicuous place in each fire station. Union Bulletin Boards: The Employer agrees to provide suitable space for the Union bulletin board in each fire station or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

Section 9.5 In the event a Union member is elected or appointed to the state firefighter union executive board, to the national firefighter union executive board, or both state and national firefighter union executive boards, that employee will be granted time off, as is required by the employee for the performance of the duties and functions of that office absent emergency situations. "Duties and functions" means attending the regular full meetings of the state or national organization. A maximum of two (2) employees who are state or national officers may be granted time off under this section. Such officers will be required to maintain training and appropriate certifications at all times when taking time off under this section.

Local, state and national union officers employed within the Fire Department will be allowed reasonable shift trades and work replacements beyond normal Fire Department guidelines. Such officers will be required to maintain training and appropriate certifications at all times. Notification to the Battalion Chief should normally be made as soon as possible but no later than 0615 hours on the scheduled work day.

Section 9.6 During each calendar year the Fire Chief will convene meetings with Local 31 members; meals and/or refreshments will be provided by the Department at these meetings. The meetings will include, but not limited to, such things as reporting the accomplishments of the previous year, the state of the Fire Department, major Departmental issues and initiatives, graduation for recruits and paramedic academies, and promotional and awards ceremonies. The Fire Chief may require that dress uniforms are required at these meetings.

Section 9.7 Use of Fire Department Equipment Upon written request to the Fire Chief, the Union shall be able to use Fire Department equipment only for memorials and approved charitable events. The use of said equipment may not interfere with department operations.

ARTICLE 33 – TERM OF AGREEMENT

Section 33.1 This Agreement shall remain in full force and effect from January 1, 2015, to and including December 31, 2020, provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto.

APPENDIX A:

Wage Increases 2018, 2019, 2020:

June 1, 2018: Retroactive to and effective June 1, 2018, all classifications shall be increased by 4.0%.

January 1, 2019: Effective January 1, 2019, all classifications shall be increased by a minimum of 2.72% (or higher) plus any adjustments as a result of a market review to maintain a second (2nd) place ranking among comparables. The market review will be based upon data as it exists as of September 1, 2018, to include any approved wages effective January 1, 2019. The parties agree that the established wage rate will be half-way between 1st and 3rd place rankings. The parties will confer no later than September 30, 2018, to determine what the actual wage rate increase for January 1, 2019, will be based on the review of market data. Comparables to be evaluated by the City of Tacoma include Bellevue, Central Pierce, Everett, Kent and Spokane.

January 1, 2020: Effective January 1, 2020, all classifications shall be increased by 4.0%.

Additional Consideration:

The Parties agree to schedule negotiations and begin meeting on a successor Collective Bargaining Agreement no later than the week of September 4, 2019.

WHEREFORE, except as modified by the above items, the existing terms and conditions of the parties' January 1, 2015, through December 31, 2018 Collective Bargaining Agreement, including Memorandums of Understanding and Letters of Agreement attached thereto, shall remain in full force and effect.

**For Tacoma Fire Fighters
IAFF Local 31:**

For the City of Tacoma:

Ryan Mudie Date
President

William C. Fosbre Date
City Attorney

James P. Duggan Date
Fire Chief

Elizabeth Pauli Date
City Manager

Approved as to form:

Cheryl Comer Date
Deputy City Attorney