2025 - 2026

AGREEMENT BY AND BETWEEN

TACOMA POLICE UNION LOCAL #6, I.U.P.A. COMMUNITY SERVICE OFFICERS

AND

CITY OF TACOMA

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2025–2026 AGREEMENT BY AND BETWEEN THE

TACOMA POLICE UNION LOCAL #6, I.U.P.A. COMMUNITY SERVICE OFFICERS AND CITY OF TACOMA

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TACOMA POLICE UNION LOCAL #6 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of employees in the Community Service Officer classification.

PREAMBLE

The City and the Union agree that the efficient and 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 employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which are established for the resolution of differences is 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

<u>Section 1.1</u> It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state law, the City Charter, City Ordinances, City policies, rules, or procedures, and Department policies, rules, or procedures. When any provisions of the City Charter, City Ordinances, or City or Department policies, rules, or procedures conflict with or are different than the provisions of this Agreement, the provisions of this Agreement are paramount and shall prevail.

<u>Section 1.2</u> Except as expressly covered in this collective bargaining agreement, the Union shall adopt for the Community Service Officer bargaining unit the following terms and conditions negotiated in the Tacoma Joint Labor Agreement without further decisions or impact bargaining obligations under RCW 41.56:

- A. The amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off, and other leaves;
- B. The health and welfare plans, coverage and premium costs;
- C. Group Term Life and Long-Term Disability insurance plans, coverage and premium costs;
- D. City pension plans, including contribution and benefits levels.

<u>Section 1.3</u> In the event there is a conflict between the Tacoma Joint Labor Agreement and this Agreement, the provisions of this Agreement will prevail. If this Agreement is silent on a specific issue covered by the Tacoma Joint Labor Agreement, the Tacoma Joint Labor Agreement will prevail.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative for the purpose stated in <u>Chapter 41.56 RCW</u> as last amended of all employees in the Community Services Officer job classifications as established in *City of Tacoma*, Decision 13889 (PECB, 2024).

ARTICLE 3 – UNION MEMBERSHIP AND DUES

<u>Section 3.1</u> 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.

<u>Section 3.2</u> The City will provide Union access to new employees entering the bargaining unit prior to field training. The City will allow the Union at least thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

<u>Section 3.3</u> An employee may cancel their authorization to have the regular initiation fees, regular monthly dues, and assessments uniformly required deducted from their paycheck by signed, written request to the City. The cancellation will become effective no later than the second payroll cycle after receipt. The City shall provide a copy of each such request to the Union electronically within two weeks of the cancellation.

ARTICLE 4 – GRIEVANCE PROCEDURE

<u>Section 4.1</u> 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. Prior to presenting the immediate supervisor with a written grievance, the employee and/or Union representative are encouraged to discuss the incident with the employee's immediate supervisor.

A grievance under this Agreement is defined as a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized union representative acting on behalf of the employee, or an employee in a recognized classification, or a grievance filed by the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. For issues regarding the Tacoma Municipal Code, Personnel Rules or Compensation Plan, which are not explicitly covered by this Agreement, refer to the Joint Labor Agreement.

Time limits outlined 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 a City-recognized holiday, the deadline will be extended to the next working day. Any and all timelines specified in this Article may be waived by written mutual agreement of the parties. Should the City 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. In the event the Union fails to submit the grievance within these time limits without such written notice, the matter will be considered withdrawn. All grievances must be filed as soon as possible but not later than thirty (30) calendar days after the occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited, and no grievance will be deemed to exist.

<u>Section 4.2</u> Any employee having a complaint is encouraged to first take up the matter with their immediate supervisor. A complaint alleging discrimination by the employee's immediate supervisor may be initiated at Step 2 of the procedure outlined below.

Any resolution at this level will be non-precedent setting. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint will be processed as follows:

Step 1 The employee and/or their Union representative will, as soon as possible, but not later than thirty (30) calendar days after the occurrence of the circumstances giving rise to the grievance, reduce the matter to written form, stating all facts in detail, the section or sections of the contract alleged to have been violated and proposed remedy, and submit same to immediate supervisor or the City official most immediately involved, with a copy to the City's Labor Relations Division. The supervisor or official will, within fourteen (14) calendar days, issue a written response to the Union specifying the issue and the City's decision.

- Step 2 Failing to resolve the grievance in the first step, the Union representative will, within fourteen (14) calendar days of receipt of the City's Step 1 disposition, submit the grievance in writing to the Chief or their designee, with a copy to the City's Labor Relations Division. Within fourteen (14) calendar days, the Chief or their designee will issue a written response to the Union specifying the issue, and the City's Step 2 decision, with a copy to the City's Labor Relations Division.
- Failing to resolve the issue in the second step, the Union will, within fourteen (14) calendar days of the City's Step 2 disposition, contact the Human Resources

 Director to arrange a meeting between the Union and the City to discuss said grievance, copying the Chief and the City's Labor Relations Division. The meeting between the Union and Human Resources Director or their designee will be scheduled at a mutually agreeable time, which will not exceed fourteen (14) calendar days from the time the Union contacts the City unless a longer time is mutually agreed upon. The City will respond within fourteen (14) calendar days from the meeting date unless mutually agreed upon. If the parties in this step cannot resolve the grievance, the matter may be submitted to binding arbitration as hereinafter provided for in this Agreement.

Any grievance filed by the City will be first considered at this step.

<u>Section 4.3</u> Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement will be final and binding on the City, the Union and employees represented by the Union and covered by this Contract.

<u>Section 4.4</u> Grievances will be processed from one step to the next within the time limit prescribed in each of the steps unless timeframes are extended upon mutual agreement. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit will run from the date when the time for disposition expired.

<u>Section 4.5</u> The City or Union may request arbitration of an unsettled grievance by notifying the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the steps of the grievance procedure provided for in this Agreement. In the event that either party fails to serve such written notice, the matter will be considered settled based on the written disposition made in the last step of the grievance procedures.

A list of seven (7) arbitrators will be requested by the moving party from the Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS). Both parties will each strike a name until one (1) arbitrator is selected. The first strike will be made by the party requesting arbitration. Should the parties fail to arrive at the selection of an arbitrator, PERC will be asked to appoint one. Any decision by the arbitrator will be final and binding upon both parties.

Each party will bear the expense of its own representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. All other expenses incident to the arbitration will be divided equally. The arbitrator will have no power to render a decision that will add to, subtract from or alter, change or modify this Agreement; and the arbitrator's power will be limited to an interpretation or application of this Agreement.

<u>Section 4.6</u> It is understood that there will be no suspension of work, slow down, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 5 – 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 such disciplinary action as may be determined by the City.

It will not be considered a violation of this Article 5 if employees covered by this Agreement refuse to cross a picket line where physical health or safety may be jeopardized by doing so.

ARTICLE 6 - 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 or 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 disciplinary action for just cause; (d) relieve employees from duty because of lack of work 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 and personnel rules.

The Union reserves its right to bargain over the effects of management's exercise of its rights under this Article.

ARTICLE 7 - VISITATION BY UNION REPRESENTATIVES

<u>Section 7.1</u> The Union shall furnish to the Chief of Police and the Labor Relations Division Manager an up-to-date list of authorized elected Union Officers/Shop Stewards and shall keep such list current.

<u>Section 7.2</u> Time off duty to attend meetings with the employer or its duly authorized representative(s)will be granted to the Union's Executive Board/Shop Steward members without loss of pay.

ARTICLE 8 - SAFETY STANDARDS

<u>Section 8.1 – Safety Committee</u> The City and Union maintain a standing safety committee pursuant to <u>WAC 296-800-130</u>. The committee will include a representative from the Community Service Officer classification appointed by the Union and the City.

<u>Section 8.2 – Safety Standards</u> All work will be done in a competent and professional manner. The City and Union mutually agree that those applicable safety standards, as outlined in federal, state, city, and department regulations legally binding upon the City, will be strictly complied with and enforced.

ARTICLE 9 - COMPENSATION PLAN

The Compensation Plan contained in Chapter 1.12 of the Official Code of the City of Tacoma 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. Nothing in this section shall be construed to permit variances from the terms of this Agreement without the mutual consent of the parties or to constitute a waiver of the parties' obligation to collectively bargain.

Payroll audits, overpayments, and underpayments shall be as provided for in the Joint Labor Agreement.

ARTICLE 10 – STANDARD WORKING CONDITIONS

<u>Section 10.1 – Work Assignments</u> Employees shall be assigned duties consistent with their job descriptions. When filling temporary vacancies, the department shall consider the existing civil service list for the classification to be filled and will assign employees to work within proper jurisdictional lines.

<u>Section 10.2 – Personal Time Off (PTO)</u> PTO shall be as provided in Section 1.12.248 of the Official Code of the City of Tacoma and the Joint Labor Agreement. Employees in the CSO classification shall be eligible for PTO cash-out up to 100 hours of available PTO time per the terms of Section 1.12.248(B)(5)(e) of the Official Code of the City of Tacoma.

<u>Section 10.3 – On-the-Job Injury</u> On-the-job injury shall be as provided for in Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

<u>Section 10.4 – Holidays</u> Employees will have the following mandatory holidays and will receive eight (8) hours of holiday pay for each day:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)

- The day immediately following Thanksgiving Day
- Christmas Day (December 25)
- Two (2) additional floating holidays

Employees will receive alternate days off in lieu of Juneteenth (June 19) and the Fourth of July.

The following two (2) holidays will be considered Premium Holidays:

- Juneteenth (June 19); and
- Fourth of July.

Work performed on any of the premium holidays from 0001 to Midnight will be paid at two times (2x) the regular rate of pay. The affected employee who works the premium holiday will maintain the appropriate floating holiday leave balance which is available to be used at a later date. Any hours worked beyond a normal shift assignment (shift extension), on one (1) of the non-premium holidays will be paid at the time and one-half $(1\frac{1}{2})$ rate.

<u>Section 10.5 – Pension</u> Pensions shall be as provided for in the Joint Labor Agreement.

<u>Section 10.6 – Liability Insurance</u> The City shall provide at least the current level of liability protection under its self-insurance program.

Section 10.7 – Insurance

- A. <u>Health Benefits</u>. Health benefits plans shall be as provided for in the Joint Labor Agreement.
- B. <u>Group Life Insurance</u>. Group Life Insurance shall be as provided for in the Joint Labor Agreement.
- C. <u>Long-Term Disability Coverage</u>. Long term disability coverage shall be as provided for in the Joint Labor Agreement.
- D. <u>Section 125 Flexible Benefits Plan</u>. Section 125 flexible benefits shall be as provided for in the Joint Labor Agreement.

<u>Section 10.8 – Joint Labor Committee Agreement</u> Unless otherwise provided for in this Agreement, the City will extend benefits provided for in the Tacoma Joint Labor Agreement CBA to Community Service Officers.

<u>Section 10.9 – Non-Discrimination</u> It is mutually agreed that there shall be no discrimination or harassment based on applicable state or federal law. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2025, up to and including December 31, 2026, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

ARTICLE 12 – SHIFT SCHEDULING

Section 12.1 - Departmental Seniority

- A. Departmental seniority is defined as an employee's most recent period of unbroken, continuous service as a Community Service Officer with the Tacoma Police Department.
- B. Classification Seniority is defined as the period of most recent continuous service in the employee's civil service classification.
- C. <u>Seniority List</u>. The department shall establish and maintain two (2) seniority lists, one (1) by departmental seniority and one (1) by classification seniority. Both seniority lists shall be updated on October 1st of each year and on that date posted in the Department. Copies of the two (2) lists as posted shall concurrently be mailed to the Union. Any objections to these seniority lists as posted shall be reported to the Division Captain within ten (10) days of the posting period.

<u>Section 12.2 – Seniority Based Shift Scheduling</u> Shift bidding will be based on classification seniority. Community Service Officers shall select shifts as follows:

A. Shifts shall be selected annually by October 1st of each year for the next twelve (12) month period. The October bid is for the following January assignments.

- All Community Service Officers who have not successfully completed their initial
 probationary period prior to the commencement of the next shift assignment will be
 exempt from this selection process.
- 2. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, or the discretion of the employer to assign and transfer employees to meet the reasonable operating requirements of the Department to include temporary hardship needs of an employee.
- In the event it becomes necessary in the reasonable opinion of the employer to transfer
 a Community Service Officer from one shift to another, the most recent bids will be used
 to facilitate the transfer.
- 4. Subject to staffing needs and maintaining efficiency of the division/work unit, classification seniority shall be the sole factor in the selection of shifts.
- B. Once a schedule is in effect, Community Service Officers will not be allowed to indiscriminately change their shifts. However, if there is a voluntary request for a change in shifts between various Community Service Officers, the same may be accommodated if all seniority requirements are taken into consideration.
- C. Notice of vacancies within shifts will be posted twenty (20) days prior to assignment. Management retains the right to first determine whether the shift vacancy will be filled. Management shall have the right to temporarily make assignments during the posting period.

ARTICLE 13 – HOURS OF WORK

Section 13.1

- A. Hours of Work Working hours shall be the equivalent of eighty (80) hours per pay period, with scheduled shifts not to exceed ten (10) hours.
- B. Meal Breaks and Rest Periods

- 1. Employees will be entitled to a thirty (30) minute paid meal break and two fifteen (15) minute paid rest periods during their regular shift when workloads permit. Recognizing the needs of the public will occasionally interfere with meal breaks and rest periods.
- 2. Meal breaks and rest periods will be taken at a time and place consistent with duty requirements or the City's direction. With supervisory approval, employees may combine their two(2) fifteen (minute) rest periods with their thirty (30) minute meal periods.
- 3. Employees who work on their time off are entitled to a fifteen (15) minute paid rest period after two (2) hours of work commencing from the time they pick up their City vehicle or report to their duty station. After four (4) hours of work, employees will be allowed a thirty (30) minute paid lunch break. Additional breaks/lunch breaks will follow at two (2) and four (4) hour increments, respectively.
- C. Shift and day off schedule:

Day Shift: 0700-1700 Swing Shift: 1200-2200

Each schedule will consist of four (4) consecutive work days (Su/M/T/W or W/Th/F/S) followed by three (3) consecutive days off.

- D. <u>Flexible Schedules</u>: All flexible work schedules shall be administered in accordance with the City of Tacoma Personnel Management Policy 320.
- E. Shift Bids: Shift bids will be conducted in accordance with Article 12(B).

<u>Section 13.2 – Alternate Work Schedules</u> Any variations to the above recognized shifts in Section 13.1 may be made by mutual agreement between the Bureau Chief, the Union and the employee.

<u>Section 13.3 – Duty Day</u> A duty day shall be defined as a twenty-four (24) hour period following an employee's normal reporting time. The first day off shall be defined as the next twenty-four (24) hour period following the duty day. The second day off shall be defined as the next twenty-four (24) hour period following the first day off. The third day off shall be defined as the next twenty-four (24) hour period following the second day off.

ARTICLE 14 – OVERTIME

<u>Section 14.1 – Overtime</u> Employees shall be entitled to overtime compensation based on their regular rate of pay pursuant to Section 1.12.080 of the Compensation Plan. All overtime shall be accounted for and paid in .10-hour increments.

Section 14.2 – Double Time Rates (Second Day Off Work) Work on an employee's second day off (Sunday equivalent) of three (3) hours or less in duration shall be paid at the time and one-half (1-1/2) rate with a three (3) hour minimum at the time and one-half (1-1/2) rate. All other work on an employee's second day off shall be paid at the double time rate. Such pay shall be in cash or equivalent compensatory time. Double time rates shall not be paid for changes of a scheduled shift, day off changes, or training assignments, whether or not such affect a second day off.

<u>Section 14.3 – Compensatory Time</u> There will be a maximum of two hundred forty (240) hours of accrual of compensatory time. Compensatory time may be taken in conjunction with PTO and holidays, subject to the approval of management. Compensatory time may only be earned with prior approval from the Chief or their designee. Any unused compensatory time will be paid out at the end of the year in which it is earned. If an employee moves to a different classification, all compensatory time will be paid out prior to prior to the move. All accruals of compensatory time will be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

ARTICLE 15 - COURT APPEARANCES AND CALL-OUTS

Section 15.1 – Court Appearances and Call-outs Community Service Officers who appear in court or are called into work during off-duty hours will be compensated for a minimum of four (4) hours at the time and one-half (1½) rate or equivalent compensatory time, except for a one (1) hour shift extension immediately before or after the scheduled shift, which will be compensated at the time and one-half (1½) rate for actual hours worked. There is no pyramiding of court appearance minimums or call-out minimums. In the event the court appearance or call-out assignment exceeds four (4) hours, and it is not on the employee's second day off, the hours in excess of four (4) will be paid at the time and one-half (1½) rate. All hours worked in excess of three (3) hours that occur during the employee's second day off will be paid at the double-time (2x) rate.

Shifts may be adjusted by one (1) hour, before or after, to accommodate the court appearance and other operational reasons, subject to advance notice of twenty-four (24) hours.

Section 15.2 – Cancellation of Court Appearances Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours the day preceding the scheduled appearance, the employee will be entitled to four (4) hours of overtime at the time and one-half (1½) rate. The Department will maintain a court docket, recording on the docket the date and time of cancellations of court appearances and notifications to employees of the cancellations. In order to be eligible for the cancellation overtime minimum, employees with scheduled appearances will contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

<u>Section 15.3 – Civil/Criminal Interviews And /or Telephonic/Video Testimony</u> Interviews for civil/criminal cases and telephonic/video testimony arising from a Community Service Officer's actions as a City employee will be compensated in the following manner:

- A. Telephone/Video Interviews and/or Telephonic/Video Testimony Civil/criminal interviews conducted and/or testimony taken via telephone/video outside the Community Service Officer's normal duty hours will be compensated for a minimum of one (1) hour at the time and one-half (1-1/2) rate unless the interview is conducted on the Community Service Officer's second day off, in which case the double time provisions will prevail.
- B. In-Person Interviews In-Person interviews conducted outside the Community Service Officer's normal duty hours will be compensated for a minimum of four (4) hours at the time and one-half (1-1/2) rate unless the interview is conducted on the Community Service Officer's second day off, in which case the double time provision will prevail.

ARTICLE 16 - POSTING OF AGREEMENT AND NOTICES

A copy of this Agreement shall be posted in a conspicuous place in the Police Department.

Union Bulletin Boards: The employer agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 17 - PERFORMANCE EVALUATIONS

The City retains the right to evaluate performance pursuant to Article 6, Management Rights, of the current collective bargaining agreement, and consistent with <u>RCW 41.56</u>.

The City may implement an annual performance review system. The performance review system will only be used to counsel employees as to their job performance, strengths and weaknesses, the identification of individual goals and objectives, and the determination of training needs. The employer agrees that performance evaluations will not be used as a disciplinary tool and/or to advance discipline, or as the sole documentation to withhold as a Step increase per Section 1.12.030 (B) of the Tacoma Municipal Code.

The performance evaluations can be considered for promotional purposes for a period of thirty-six (36) months from the date of the evaluation. Employees will have the right to submit a rebuttal letter and the right of appeal consistent with applicable Department policies and procedures.

Final performance evaluation documents will be retained in an employee's personnel file for six (6) years past the date the employee separates from employment, in accordance with the Secretary of State's retention schedule. Final performance evaluation documents do not include supervisor's notes and quarterly coaching documents used to create the final performance evaluation. Supervisor notes and quarterly coaching documents are superseded by the final evaluation and can be destroyed upon completion of the final evaluation, and after the time for appeal has expired.

ARTICLE 18 – OFFICIAL NOTIFICATION

The City agrees to provide the secretary of the Union copies of all bulletins, policies and procedures, and special and general orders. The Union agrees that it will designate the Union official authorized to sign official Union communications to the Police Department.

The Department Head shall acknowledge all written communications from the Union involving members of Local #6 and the Union shall acknowledge all written communications from the Department Head, within ten calendar days of receipt.

ARTICLE 19 - FAMILY LEAVE

<u>Section 19.1 – Bereavement Leave</u> Bereavement Leave will be as provided in Section 1.12.230 B. 5a. and 5b. of the Tacoma Municipal Code.

<u>Section 19.2 – Family Medical Leave Act (FMLA)</u> FMLA will be administered in accordance with City Policy 3.11.

<u>Section 19.3 – Washington Paid Family Medical Leave (PFML)</u> Washington Paid Family Medical Leave will be administered in accordance with City Policy 3.16.

ARTICLE 20 - UNIFORMS, GROOMING STANDARDS, AND MISCELLANEOUS BENEFITS

<u>Section 20.1 – Clothing and Equipment</u> The City shall provide uniforms and equipment for all Community Service Officers where uniforms are required.

<u>Section 20.2 – Grooming Standards</u> The Department agrees that bargaining unit members shall be allowed to have groomed facial hair consistent with the grooming standards policy.

<u>Section 20.3 – Body-Worn Cameras/In-Car Video</u> If the Department equips Community Service Officers with BWCs and/or ICV, the Department shall apply the same BWC/ICV policy negotiated by the Local 6 commissioned bargaining unit.

ARTICLE 21 – APPENDICES AND AMENDMENTS

All appendices, amendments, or modifications to this Agreement as mutually agreed upon by the parties hereto shall be numbered or lettered, dated and when signed by the authorized parties shall form a part of this Agreement.

ARTICLE 22 - LAYOFF

Should the City decide to lay off employees, the City agrees to bargain impacts with the Union pursuant to RCW 41.56.

Seniority for the purposes of layoff, demotion in lieu of layoff, and reemployment are covered by the Tacoma Municipal Code 1.24.920.

Probationary periods apply only to permanent positions and are covered by Tacoma Municipal Code 1.24.780.

ARTICLE 23 – APPLICATION OF RATE

<u>Section 23.1 – Language Pay</u> The City recognizes the benefits of having employees who can act as foreign language interpreters. Eligible employees shall receive an application of rate of two percent (2%) above their base pay according to the terms and conditions of a Bilingual Pay Program established by management for actual hours spent as foreign language interpreters and translators in the course of their work duties.

<u>Section 23.2 – Community Service Officer Training Officer</u> A Community Service Officer will receive an additional four percent (4%) per hour for actual hours spent training when assigned training duties by a Supervisor.

<u>Section 23.3 – Shift Incentive Pay</u> Employees scheduled to begin work on or after 1200 (Swing shift) will receive an application of rate pay of three percent (3%) above their regular rate of pay.

An extension of an employee's regular shift, or shift extension, does not qualify for a new or increased shift incentive pay. Examples:

- Day shift extension to Swing Shift, the employee receives no shift incentive pay
- Swing shift extension into Grave Shift, the employee maintains Swing shift incentive pay

Employees receiving an application rate of pay from Swing Shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

ARTICLE 24 - DISCIPLINE

<u>Section 24.1</u> 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 offense and prior record of discipline.

<u>Section 24.2</u> The employee, upon request, will be entitled to have a Union and/or legal representative present at any meeting held with the City to discuss potential disciplinary action. The City will make a good faith effort to inform the employee of this right and will, upon request by the employee, provide Union representation; however, the City's effort will not be considered a required process step and will not be subject to the grievance process. An employee who waives this right will acknowledge such in writing.

<u>Section 24.3</u> The City agrees to notify the Union in writing that an employee may be subject to suspension or discharge.

<u>Section 24.4</u> Prior to imposition of discipline that affects a property right, employees may request a pre-disciplinary hearing (Loudermill hearing) in front of the department head or their designee. If requested by the employee, the City will 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. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

<u>Section 24.5</u> Upon request, the City will make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents the City intends to use to support the discipline. Documents will be provided no later than three (3) working days prior to the pre-disciplinary hearing. Responsive documents may contain confidential information pertaining to other employees and may be redacted as appropriate. The Union and the employee agree to not disseminate non-relevant information and agree to maintain confidentiality to the extent possible. Upon mutual agreement, timelines can be reasonably adjusted to accommodate scheduling.

<u>Section 24.6</u> The City may place an employee on paid administrative leave pending the final decision resulting from the pre-disciplinary hearing.

<u>Section 24.7</u> The employee and the employee's Union representative, with the employee's authorization, will have the right to inspect the contents of the employee's personnel file maintained by the City.

<u>Section 24.8</u> No disciplinary document may be placed in an employee's personnel file without the employee having first been notified of said document and given a copy which clearly indicates it is a disciplinary document. The employee will 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 written reprimand added to the personnel file will have the opportunity to place a rebuttal statement in the personnel file, which will be signed by the employee. However, written reprimands will not be subject to the grievance procedure, but will be subject to arbitration review if used in support of a suspension, demotion, or dismissal.

The City may elect to coach employees utilizing non-disciplinary Records of Conversation ("ROC"). An employee who disagrees with the content of any ROC added to the personnel file, or any other location ROC are stored, will have the opportunity to place a rebuttal statement in the same file, which will be signed by the employee. ROC are not subject to the grievance procedure, but will be subject to arbitration review if used in support of a suspension, demotion, or dismissal.

<u>Section 24.9</u> Only suspensions of more than three (3) days, a dismissal, or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 27 of this Agreement. Suspensions of three (3) days or less are not subject to Section 4.5 of the Grievance Procedure. The filing of such a grievance will be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

ARTICLE 25 – SAVING CLAUSE

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

ARTICLE 26 - 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.

ARTICLE 27 – EMPLOYEE RIGHTS

The City assures the Union that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

The City recognizes and agrees that the employees employed by the Tacoma Police Department covered by this Agreement are entitled to all rights and privileges awarded to citizens under all applicable provisions of the United States and State Constitutions, as well as all rights and privileges granted by any and all applicable legislation and the common law.

The employees under this agreement are covered by TPD Policy P.1.8.1.

ARTICLE 28 – TUITION REIMBURSEMENT

The employees in the agreement are covered by the City of Tacoma Tuition Reimbursement Policy #3.06.

ARTICLE 29 - DRUG AND ALCOHOL TESTING PROGRAM

Drug and alcohol testing with be administered in accordance with City Personnel Management Policy 165.

APPENDIX A

TACOMA POLICE UNION LOCAL #6

Community Service Officer Bargaining Unit

A. There shall be five (5) steps for the Community Service Officer classification. Salary range increases will be administered per section 1.12.030 of the Tacoma Municipal Code.

Effective retroactively to January 1, 2025, salary step placement for incumbent employees will be as provided for by Exhibit A of the agreement.

B. Wages:

2025:

Effective upon City Council Approval, the base wage rates shall be increased by two and three-quarter percent (2.75%) retroactive to January 1, 2025.

Wages – Retroactive to January 1, 2025					
Code	1	2	3	4	5
42250	\$ 31.95	\$ 33.55	\$ 35.23	\$ 36.99	\$ 38.84

<u>2026:</u>

Effective January 1, 2026, the base wage rates shall be increased by three percent (3%).

Wages – 2026					
Code	1	2	3	4	5
42250	\$ 32.91	\$ 34.56	\$ 36.29	\$ 38.10	\$ 40.01

C. Employees in the Community Service Officer classification shall receive longevity pay as follows:

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

Longevity pay will be computed on base rates only.

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.

D. Commission on Accreditation for Law Enforcement Agencies (CALEA). In recognition of their assistance in the Tacoma Police Department's CALEA accreditation and successful maintenance of the accreditation, members of this bargaining unit will receive a lump sum payment in the amount of five hundred dollars (\$500) in the first pay period after Council approval and annually thereafter. The annual lump sum will occur in a pay period in January.

EXHIBIT A

Last name	First Name	1/1/2025 Step Placement	Adjusted Anniversary Date	2025 Adjusted Step Placement	Annual Step Increase Date
Chambers	Carlton	4	1/1/2025	N/A	10/8/2025
Sago	Alexis	2	1/1/2025	N/A	11/6/2025
Salgado	Michelle	1	1/15/2025	2	1/15/2026
Baker	Bob	N/A	1/13/2025	5	1/13/2026

APPENDIX B

Tacoma Joint Labor Agreement

This Appendix B 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 2023-2024*: (*Agreement to Maintain Tacoma Joint Labor Agreement Through 2025 LOA attached)

3.4 Payroll Deduction.

- 3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.
- **3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations.** The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

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

6.2.5 Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

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

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- a. Employees Who Participate in Wellness \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.
- 6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.
- **Oual 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.
- Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:
 - **6.6.1** Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

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

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

- 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
- 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.
- 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

- Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.
- 6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:
 - 6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular

- normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.
- 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.
- 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.
- 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.
- The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.
- Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest \$1,000 of coverage.
- 6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
 - 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 19)
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)

- 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.
- 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.
- 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

- Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:
 - a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
 - b. Review all Health Trust Fund/Flex Account balances.
 - c. Review experience reports.
- 6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.
- 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 eighteen dollars (\$18) per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

Letter of Agreement by and between City of Tacoma and Tacoma Joint Labor Committee

Subject: Agreement to Maintain Tacoma Joint Labor Agreement Through 2025

Effective Date: January 1, 2025

This Letter of Agreement ("LOA") is entered into between the City of Tacoma and the Tacoma Joint Labor Committee ("Union") (collectively "the Parties").

The Parties hereby enter into a Letter of Agreement to maintain all terms and conditions of the current Tacoma Joint Labor Agreement currently in effect for one year through December 31, 2025 with the exception of the following changes to be effective January 1, 2025:

- 1. The Parties agree to implement carrier-directed plan design changes to the Kaiser Permanente HMO health plan in response to carrier requirements and state mandates.
- 2. The Parties agree to adjust the deductible and employer Health Savings Account (HSA) contributions to the Regence High Deductible Health Plan as follows:
 - 2025 HDHP deductible will change to \$2,000 individual / \$4,000 family.
 - 2025 Health Savings Account contribution with Wellness Credit: \$1,650/\$3,300.
 - o 2025 Health Savings Account contribution without Wellness Credit: \$825/\$1,650.

This LOA shall incorporate all Memorandums of Understanding, Letters of Agreement, or similar supplemental agreements to the Tacoma Joint Labor Agreement which remain in effect, but shall not serve to alter or extend the timelines or expiration dates of those supplemental agreements.

The Parties commit to continue bargaining a successor Tacoma Joint Labor Agreement CBA to be effective January 1, 2026.

Except as expressly incorporated herein, this LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

EXECUTED THIS <u>12th</u> DAY OF	November, 2024	
CITY OF TACOMA —Signed by:	JOINT LABOR COMMITTEE —Signed by:	
Elizabeth Pauli 11/12/2024	Patrick Munyan	10/29/2024
City Manager	County & City Employees Local	120
Dipolification Director of Public Utilities	Docusigned by: Lat Collins 2047D34D7F3143F District Lodge 160 IAM & AW	10/29/2024
Sluthy Fritz 11/08/2024	With F	
Human Resources Director	Firefighters Union Local 31	
Andy Cherullo 11/08/2024	Comment of	lu-
Finance Director	International Brotherhood of Electrical Workers Local 483	
	1 Hy	
	PROTEC Local 17	
	Teamsters Local 313	
	DocuSigned by: Port Dead	11/04/2024
	Teamsters Local Union 117	

APPROVED AS TO FORM:

- DocuSigned by:

Cliris Bacha
115CE15455AD46B...

11/07/2024

City Attorney

Attest: Docusigned by:

11/13/2024

31BC93AB5FF944B..