

**2019 – 2020**

**AGREEMENT  
BY AND BETWEEN**

**CITY OF TACOMA**

**AND**

**PROFESSIONAL PUBLIC SAFETY  
MANAGEMENT ASSOCIATION**

**2019 – 2020**  
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**BY AND BETWEEN**  
**THE**  
**CITY OF TACOMA**  
**AND**  
**PROFESSIONAL PUBLIC SAFETY MANAGEMENT ASSOCIATION**

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

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 his/her position at any time.

## **ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES**

**Section 2.1:** The City agrees to deduct from the paycheck of each employee who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Association. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Association so notified. The performance of this function is recognized as a service to the Association by the City. There shall be no retroactive deduction of union dues.

**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.

**Section 2.3:** The Association agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

## **ARTICLE 3 - ASSOCIATION ACTIVITIES**

A member of the Association acting in any official capacity whatsoever shall not be discriminated against for his/her 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 2019 and 2020.**

2019 and 2020 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:

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) Fire:	Top step of Assistant Fire Chief (CSC 0764) above the top step of Fire Battalion Chief “40-hour” (CSC 4004F)	25%
(3) Fire:	Top step of Deputy Fire Chief (CSC 0765) above the top step of Assistant Fire Chief (CSC 0764)	5%

**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, \$217.00 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 \$200.00, 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 and receive payment equal to 90 percent of the cash value of 80 hours of accrued PTO, one half the value of which will be deposited into the Employee's VEBA account. The cash value of the PTO shall be based on the rate for the classification in which the employee holds permanent appointment. The 10 percent balance of the cash value not so paid shall be paid into the Employee Benefit Trust Fund.
- C. The provision of this Section shall be effective January 1, 2019 or upon ratification by the parties, whichever comes later.

**Section 9.3: PTO and Sick Leave deposit to VEBA at Retirement:**

- A. The City shall deposit into a VEBA Account a sum equivalent to twenty-five percent (25%) of sick leave accruals for any bargaining unit employee who meets the criteria outlined in Section 1.12.229 of the Tacoma Municipal Code, as amended (TMC).
- 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.

**Section 9.4:** In addition to the opportunity to review this program during successor negotiations to this Agreement, either party may re-open the provisions of Article 9 for the purposes of evaluating compliance with the "excise tax on high value coverage" (aka: "Cadillac Tax") provisions of the Patient Protection and Affordable Care Act. It is the expressed intention of the parties to ensure that this benefit does not create an excise tax burden for the City. The parties agree that the reopening of such negotiations shall not give either party the right to reopen or demand reopening of negotiations on any other terms or provisions of this Agreement not affected by such mandate or related to the City's liability to pay the Cadillac tax.

**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 his/her home on an as needed basis. Because of the emergency response requirements the employee shall not be charged mileage to and from his/her home to his/her 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 4.2** 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 4.3** 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, 2019, to and including December 31, 2020, 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2018**

CITY OF TACOMA  
A Municipal Organization:

PROFESSIONAL PUBLIC SAFETY  
MANAGEMENT ASSOCIATION:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
Senior Labor Relations Manager

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Secretary-Treasurer

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
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 2019 and 2020, 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 dollars (\$500.00) 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 one (1) eligible LEOFF Plan 2 employee from Police and one eligible LEOFF Plan 2 employee from

Fire respectfully. If more than two employees apply for enrollment into the program in any one year, selection will be accomplished on the basis of LEOFF 2 Plan seniority only, excluding individual or personal factors.

7. To be eligible for the program, employees must meet certain age and service requirements:
  - Employees retired prior to June 1, 2020 must be at least fifty-three (53) years of age and must have age + years of service totaling at least seventy-eight (78) or higher.
  - Employees retiring on or after June 1, 2020 must be at least fifty-four (54) years of age and must have age + years of service totaling at least seventy-eight (78) or higher.
  - Employees retiring on or after December 31, 2020 must be at least fifty-five (55) years of age and must have age + years of service totaling at least seventy-eight (78) or higher.
8. The deadline to apply for this VEBA retirement program is no later than 5:00 pm, December 1<sup>st</sup> of the current year, unless otherwise agreed to by the parties.
9. The deadline to retire for approved employees is June 1<sup>st</sup> 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.

This Addendum will remain in full force and effect until December 31, 2020.