

**2015 – 2018**

**AGREEMENT  
BY AND BETWEEN**

**CITY OF TACOMA**

**AND**

**PROFESSIONAL PUBLIC SAFETY  
MANAGEMENT ASSOCIATION**

TABLE OF CONTENTS

2015-2018

PROFESSIONAL PUBLIC SAFETY  
MANAGEMENT ASSOCIATION

PREAMBLE.....2

ARTICLE 1 – BARGAINING UNIT.....2

ARTICLE 2 – ASSOCIATION MEMBERSHIP AND DUES.....

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ARTICLE 3 – ASSOCIATION ACTIVITIES.....4

ARTICLE 4 – FRINGE BENEFITS – COMPENSATION PLAN.....4

ARTICLE 5 –ADMINISTRATIVE LEAVE.....4

ARTICLE 6 – NON-DISCRIMINATION.....5

ARTICLE 7 – WAGES.....5

ARTICLE 8 – DEFERRED  
COMPENSATION.....**Error! Bookmark not  
defined.**

ARTICLE 9 – POST RETIREMENT TRUST DEDUCTION.....7

ARTICLE 10 – CITY VEHICLES.....8

ARTICLE 11 – POLICE CLOTHING & EQUIPMENT.....8

ARTICLE 12 – SENIORITY & BUMPING.....8

ARTICLE 13 – TERM OF AGREEMENT.....8

ARTICLE 14 – SAVINGS CLAUSE.....8

ARTICLE 15 – EMBODIMENT.....9

ADDENDUM 1.....10

LETTER OF AGREEMENT.....12

**2015 – 2018**  
**AGREEMENT**  
**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:** It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Association in good standing on the execution date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired into the bargaining unit on or after its execution date, transferring into or within the bargaining unit, or receiving a promotion, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association, or in lieu thereof pay each month a service charge equivalent to regular Association dues to the Association as a contribution towards the administration of this Agreement. Provided: Objections to joining the Association which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Association dues and initiation fees to a non-religious charity or to another charitable organization to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Association that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

**Section 2.2:** The Association agrees that membership in the Association shall not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. The Association further agrees that in the event the City undertakes to terminate an employee's tenure pursuant to the Association Security provision contained herein, then the Association undertakes to indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past-due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any.

**Section 2.3:** The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Association or in lieu thereof, the monthly service charge. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto 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.

**Section 2.4:** The Association agrees that the City shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Association that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above. The parties also agree that when an employee fails to fulfill the above obligation, the Association shall provide the employee and the City with thirty (30) days notification of the Association's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue as per the Association Bylaws and Constitution.

**Section 2.5:** The Association agrees to indemnify and hold harmless the City for any loss or damage arising from this Article.

### **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.

### **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:**

- A. Employees promoted into the bargaining unit may opt for the Personal Time Off plan within thirty (30) days of their appointment, or during annual open enrollment period.

**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 2015, 2016 and 2017**

To address compression issues between classifications in this bargaining unit and the classifications that they supervise, the following indexing/parity provisions will govern the parameters of wage adjustments bargained for 2015, 2016 and 2017.

Step	Indexing Provision	Index %
(1) Police:	Top step of Assistant Police Chief (CSC 0770) above the top step of Police Captain (CSC 4205)	31%
(2) Fire:	Top step of Assistant Fire Chief (CSC 0764) above the top step of Fire Battalion Chief "40-hour" (CSC 4004F)	28%
(3) Fire:	Top step of Deputy Fire Chief (CSC 0765) above the top step of Assistant Fire Chief (CSC 0764)	5%
(4) Parity:	Adjustments will be made to ensure parity between the top step of Deputy Fire Chief (CSC 0765) and the top step Assistant Chief of Police (CSC 0770)	

2015 Effective January 1, 2015, a two and one six tenths percent (2.6%) wage increase will be applied to base wage rates in accordance with the above Indexing/Parity Provision, and the Union will forgo one and one half percent (1.5%) of the bargaining units' salary for the VEBA program outlined in the attached Letter of Agreement between the Parties regarding VEBA ("VEBA LOA"). Wage rates effective January 1, 2015 are reflected in the table below:

Rates Effective January 1, 2015 With A Foregone Salary of 1.5%

<b>Code</b>	<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
07640	Fire Chief, Assistant	73.72	77.40	81.27	85.31
07650	Fire Chief, Deputy	77.40	81.27	85.33	89.58
07700	Police Chief, Assistant	77.40	81.27	85.33	89.58

2016 Effective January 1, 2016, a one and one-tenth percent (1.1%) wage increase will be applied to base wage rates in accordance with the above Indexing/Parity Provision, and the Union will forgo one and one half percent (1.5%) of the bargaining units' salary for the VEBA program outlined in the attached VEBA LOA. Wage rates effective January 1, 2016 are reflected in the table below:

Rates Effective January 1, 2016 With A Foregone Salary of 1.5%

<b>Code</b>	<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
07640	Fire Chief, Assistant	74.51	78.23	82.15	86.25
07650	Fire Chief, Deputy	78.22	82.13	86.24	90.55
07700	Police Chief, Assistant	78.22	82.13	86.24	90.55

2017 Beginning January 1, 2017, a two percent (2%) wage increase will be applied to base wage rates in accordance with the above Indexing/Parity Provision, and the Union will forego one percent (1%) of the bargaining units' salary for the VEBA program. Wage rates effective January 1, 2017 are reflected in the table below:

Rates Effective January 1, 2017 with A Foregone Salary of 1%

<b>Code</b>	<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
07640	Fire Chief, Assistant	76.36	80.18	84.19	88.40
07650	Fire Chief, Deputy	80.17	84.18	88.39	92.81
07700	Police Chief, Assistant	80.17	84.18	88.39	92.81

### **Section 7.3: Wages and Indexing for 2018**

#### **Wages for 2018**

2018 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 for the VEBA program as outlined in the attached VEBA LOA.

**New Indexing Beginning 2018**

To address compression issues between classifications in this bargaining unit and the classifications that they supervise, the following indexing provisions will be used in order to address the compression issues between classifications.

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 7.4:** LEOFF II employees in this bargaining unit shall receive an additional ½ of 1 percent in lieu of long-term disability insurance.

**Section 7.5:** Employees in this bargaining unit are not eligible for longevity pay.

**ARTICLE 8 - DEFERRED COMPENSATION**

**Section 8.1:** From January 1, 2015 through December 31, 2016, the City will match an employee's contribution to the deferred compensation program offered by the City, up to a maximum of \$217.00 per pay period. To provide a special benefit in recognition of their unique leadership roles and responsibilities in their specific departments, for each employee in the bargaining unit, beginning January 1, 2017, the City will contribute, rather than match, \$217.00 per pay period into the deferred compensation program offered by the City.

**ARTICLE 9 – POST RETIREMENT TRUST DEDUCTION**

**Section 9.1:** The City agrees to deduct from the paycheck of each Assistant Fire and Deputy Fire Chief, promoted after January 1st 1997, who is a LEOFF II officer a standard monthly amount of \$75.00, and will promptly transfer said amount to the Washington State Fire Fighters Post Retirement Trust for the sole purpose of establishing a Retiree Medical Savings Plan account for each employee. This shall be part of compensation for pension calculations. These employees agree that sick leave accruals eligible to be cashed out upon separation from City services credits will be transferred to the above plan.

The Association recognizes the performance of this function as a service by the City. The Association will provide the City's Human Resources Director with at least sixty days' notice of



any change in the deduction amount. There shall be no retroactive deductions. The Association agrees to indemnify, defend and hold harmless the City from any action arising from this section.

This article does not apply to employees in this bargaining unit in the classification of Assistant Police Chief, CSC 0770.

#### **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 - TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from January 1, 2015, to and including December 31, 2018, 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 14 - 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 15- 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 \_\_\_\_\_, 2016**

CITY OF TACOMA  
A Municipal Organization:

PROFESSIONAL PUBLIC SAFETY  
MANAGEMENT ASSOCIATION:

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
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.

End of Addendum 1

**Letter of Agreement  
Between  
Professional Public Safety Management Association  
And  
City of Tacoma  
Voluntary Employee Beneficiary Association (VEBA)  
Originally Dated July 19, 2011**

**Background:**

The Professional Public Safety Management Association (Union) and the City of Tacoma (City) find it in the best interest of the Parties to establish a Voluntary Employee Beneficiary Association (VEBA) retirement incentive program. This Letter of Agreement memorializes the agreement between the Union and the City to accomplish the implementation and processes associated with the VEBA program.

**VEBA Program Parameters:**

1. For 2015 and 2016, the Union will forgo one and a half percent (1.5%) of the bargaining units' salary in accordance with the 2012-2014 CBA. Beginning January 1, 2017, 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 incentive 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 incentive 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 incentive program offered to eligible LEOFF Plan 2 employees. Such employees must meet all eligibility requirements to be approved for the retirement incentive program, and the City retains the ability to make the final eligibility decisions.

2. This voluntary retirement incentive 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 (spouse or qualified dependent) will be eligible to continue to utilize this program until the funds in the deceased retiree's account are exhausted. In the event there is no beneficiary, the remaining funds will be equally distributed among current VEBA participants within this program.
4. An employee applying for the voluntary retirement incentive must be eligible to retire under the applicable LEOFF plan and must not have already filed for retirement prior to the announcement of the incentive. Additionally, if an employee applies for the incentive but does not retire by the established retirement deadline, the employee will not be eligible for the incentive program in any future year.
5. Employees approved for the retirement incentive will not be placed on the City's layoff registers and are not eligible for rehire as a regular, benefited, permanent employee.
6. Employees approved for the retirement incentive agree not to file for unemployment benefits due to separation of employment from the City.
7. Each year the VEBA retirement incentive 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 respectively. Up to a maximum number of six (6) participants may be enrolled in this VEBA program at any one time. 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. Any change to the number of employees who may apply in any year will require mutual agreement between the Parties. However, in no case will the program maximum of six (6) participants be exceeded.
8. To be eligible for the program, employees must be at least fifty-three (53) years of age. In addition, employees must have age + years of service totaling at least seventy-five (75) or higher.
9. The deadline to apply for this retirement incentive program is no later than 5:00 pm, December 1<sup>st</sup> of the current year, unless otherwise agreed to by the parties.
10. The deadline to retire for approved employees is June 1<sup>st</sup> of the following year, unless otherwise agreed to by the parties.

11. Enrollees will sign an agreement that outlines the parameters, eligibility and terms of the retirement incentive program.

**The Parties further agree:**

1. To reopen negotiations on this voluntary retirement incentive program in the event that State or national health care laws provide a retirement incentive option to firefighters.
2. This Letter of Agreement will remain in full force and effect until December 31, 2018, or reopened by mutual agreement of the parties.

**Original Signed By:**

**For PPSMA:**

Jon Lendosky, President  
10/04/11

Rich McCrea, Vice President  
10/04/11

Jeff Jensen, Secretary-Treasurer  
10/04/11

**For the City of Tacoma:**

Joy M. St. Germain, HR Director  
10/04/11

Ronald W. Stephens, Fire Chief  
10/11/11

Donald Ramsdell, Police Chief  
10/10/11

Rey Arellano, Interim City Manager  
10/27/11