

**2017 - 2019**

**AGREEMENT  
BY AND BETWEEN**

**TACOMA POLICE UNION  
LOCAL #6, I.U.P.A.**

**AND**

**CITY OF TACOMA**

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 AND  
 CITY OF TACOMA

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AGREEMENT  
BY AND BETWEEN  
THE  
TACOMA POLICE UNION LOCAL #6, I.U.P.A.  
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 those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

**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**

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 and City Ordinances. When any provisions of the City Charter or City Ordinances conflict with or are different than the provisions of this Agreement, the provisions of this Agreement are paramount and shall prevail.

**ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

The City hereby recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 41.56 RCW as last amended of all employees commissioned under the LEOFF System employed within the bargaining unit defined by classifications listed in Appendix A to this agreement.

**ARTICLE 3 - UNION MEMBERSHIP AND DUES**

**Section 3.1** It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall on or before the ninetieth (90th) day following the execution date of this Agreement, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution

date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. The Union agrees to comply with all applicable laws with respect to fair share payments.

Provided: Objections to joining the Union 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 union dues and initiation fees to a non religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union 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 3.2** The Union agrees that membership in the Union will 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 Union.

**Section 3.3** 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 Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the Union so notified. The City recognizes the performance of this function as a service to the Union. The Union shall provide the City with at least one full pay period notice of any change in dues. There shall be no retroactive deduction of dues. 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.

**Section 3.4** The Union agrees that the City shall not terminate the employment under the security clause provisions of this Agreement until written notification is received from the Union 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.

**Section 3.5** As it pertains to Section 3.1 and 3.2 the Union agrees to indemnify and hold harmless the City from any action arising from the termination of an employee if such termination was caused by the Union's error or neglect.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

**Section 4.1** A grievance is hereby defined as an alleged violation of a specific Article of this Agreement that is brought by the grieving party to the attention of the other party within thirty (30) working days of the time the grieving party first became aware of the alleged violation. An alleged violation of Article 27, Discipline, shall be submitted at Step 2 of this procedure. Working days referred to in this Article shall be identified as Monday through Friday with the exclusion of holidays recognized by the Employer. Such grievances shall be resolved in the following manner:

Step 1            The Union or aggrieved employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the resolution

requested to an Assistant Chief or designee, 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, including the section(s) violated and an explanation how it was violated; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee or Union Representative.

Step 2 If the grievance is not resolved at Step 1, the Union or aggrieved employee may submit the grievance in writing to the Police Chief within fifteen (15) working days of receipt of the Assistant Chief's decision. The Police Chief or designee shall render a written decision within fifteen (15) working days of receipt of the grievance.

Step 3 If the grievance is not resolved at Step 2, the Union may, within fifteen (15) working days from the completion of Step 2; give written notice to the Human Resources Director, with a copy to the Chief, of its intent to submit the grievance to arbitration. Within ten (10) working days of the Union's request to arbitrate, a representative of the Union and the Employer shall attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall immediately request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list both parties shall meet within ten (10) working days to alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. The Union shall strike first in the striking process. The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties of this Agreement. The decision shall be final and binding on both parties. The arbitrator 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 representatives and witnesses. The Union and the Employer shall share equally in the cost of services from the neutral arbitrator. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

**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 Union 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 Union may submit the grievance to the next step within the grievance procedure.

## **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.

## **ARTICLE 6 - MANAGEMENT RESPONSIBILITY**

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.

## **ARTICLE 7 - VISITATION BY UNION REPRESENTATIVES**

Elected Union Officers may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or conditions on the job. During such investigations, such representatives shall confine their activities to matters relating to this Agreement. City work hours shall not be used by employees or elected Union Officers for the conduct of official union business or organized meetings for the promotion of Union affairs. The Union shall furnish to the Chief of Police and the Human Resources Director an up-to-date list of authorized elected Union Officers and shall keep such list current.

## **ARTICLE 8 - SAFETY STANDARDS**

**Section 8.1 - Safety Committee** The City and Union agree to a standing safety committee pursuant to WAC296-24-045. In addition to the representatives elected or appointed under WAC296-24-045, the committee will include a representative appointed by the Union and the City Safety Officer. The Committee will meet on a monthly basis or upon request of the chairperson (rotated yearly) on City time, with a view of maintaining a safe working environment.

### **Section 8.2 - Safety Standards**

- A. All work shall be done in a competent and safe manner.
- B. The City and the Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the City shall be complied with.

## 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.

## ARTICLE 10 - STANDARD WORKING CONDITIONS

**Section 10.1** Vacations shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma. This section provides in part for the following:

- A. Rate of accrual of vacation leave.
1. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

<u>Years of Service</u>	<u>Accrued Hours Per Pay Period</u>	<u>Days of Vacation Leave</u>
0 – 3	3.69	12
4 – 7	4.60	15
8 – 13	5.22	17
14 – 18	6.14	20
19	6.45	21
20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8.00	26
25	8.31	27
26	8.62	28
27	8.93	29
28	9.24	30

The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the employee is in a paid status.

Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service will be completed.

2. No employee shall earn more vacation in any one calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
3. 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.
4. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.

**Section 10.2 - Sick Leave** Sick allowance with pay shall be as provided in Section 1.12.230 of the Official Code of the City of Tacoma. This section provides in part the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period of service. There is no limit to the number of days' sick leave an employee may accrue.
- B. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25) percent of his sick leave accruals. An employee separated in good standing from service for any other reason is compensated to the extent of ten (10) percent of his sick leave accruals, up to a maximum accrual of one hundred-twenty (120) days.
- C. In the event that an employee is sick or injured or otherwise qualifies for sick benefits while he/she is on vacation, and it can be established that the employee is incapacitated due to illness or injury the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will, for all purposes, be treated as though he were home solely for the reason of his illness or injury.

**Section 10.3 - On-the-Job Injury** On-the-job injury provisions shall be as provided in the Washington State Law Enforcement and Firefighters Retirement Act for employees hired prior to October 1, 1977. For employees hired after September 30, 1977, coverage shall be as provided in the Joint Labor Committee contract.

For all employees, sick leave will be credited and debited to each employee in the same amounts, and under the same policies governing all City employees.

**Section 10.4 - Holidays** Holidays shall be as provided in Section 1.12.200 of the Official Code of the City of Tacoma. 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 employees or days off in lieu thereof. The holiday balance for each employee will be calculated and accrued on an hour for hour basis (12 holidays multiplied by the length of the employee's assigned work shift as of January 1 of each year).

- A. New Year's Day (January 1)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (last Monday in May)  
Fourth of July  
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)
- B. In order for an employee to receive holiday pay, that employee must be in a paid status on either the regularly scheduled workday immediately preceding the holiday or the regularly scheduled workday immediately following the holiday.
- C. Work performed on the 4th of July, Thanksgiving and Christmas Day from 0001 to 2400 hours shall be paid at the time and one-half (1-1/2) rate.



- D. In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement.

### **Section 10.5 - Insurance**

**A. Domestic Partners.** The City will make benefits available to domestic partners, 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.

### **B. Medical Insurance Plans.**

1. Effective the first of the month following the effective date of the Agreement, or as soon thereafter as the City can complete an appropriate transition, the existing medical and hospital insurance plans provided by the City will be replaced with the Regence PPO Plan (PPO), the Regence High Deductible Health Plan/Health Savings Account (HDHP/HSA) Plan and Kaiser Permanente HMO Plan as described in Appendix C. The City will continue to provide medical insurance to employees and their eligible dependents through the plans described in Appendix C.
2. Eligibility. 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.
3. Default Options. If an employee fails to enroll or waive medical coverage within the required enrollment period, the employee will be automatically enrolled in the City's default medical plan. The default plan shall be the Regence PPO Plan.
4. Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. Employee contributions towards premium costs of medical insurance shall not increase during the term of the agreement.
5. Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA option will receive an annual contribution to a health savings account in the amount of \$500 per year for employees selecting employee-only coverage and \$1,000 per year for employees insuring one or more dependents; provided that for employees participating in wellness as described in Section 10.5.C below, the contributions will be \$1,250 per year for employees selecting employee-only coverage and \$2,500 per year for employees insuring one or more dependents.

Contributions will be deposited on a biweekly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

- C. 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.

To receive the incentive for 2018, employees must complete a total of two (2) wellness “journeys” by September 30, 2017, and must complete the annual Health Risk Assessment between August 1 and September 30, 2017.

To receive the incentive for 2019, employees must complete one of the following options:

All employees earn the incentive through an accumulation of 1,000 points by a combination of Health Compass AND Journeys and/or Track.

Option A:

- Completion of Health Compass between October 1, 2017 and September 30, 2018 = 600 points
- Completion of Journeys (2 maximum) between October 1, 2017 and September 30, 2018 (200 point each) = 400 points

Option B:

- Completion of Health Compass between October 1, 2017 and September 30, 2018 = 600 points
- Completion of Track for 50 days (8 points/day) between October 1, 2017 and September 30, 2018 = 400 points

Option C:

- Completion of Health Compass between October 1, 2017 and September 30, 2018 = 600 points
- Completion of 1 Journey between October 1, 2017 and September 30, 2018 = 200 points
- Completion of Track for 25 days (8 points/day) between October 1, 2017 and September 30, 2018 = 200 points

- D. Dual Coverage.** Effective the first of the month following the effective date of the Agreement, no City employees 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:

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.
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.

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.

- E. Dental/Vision.** The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.
- F. 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-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage
- G. Group Life Insurance.** Group life insurance shall be as provided in Section 1.12.110 of the Official Code of the City of Tacoma. The City will pay fifty (50) percent or more, as budgeted therefore, of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is one (1) times his/her annual salary rounded to the next highest thousand dollars.
- H. LEOFF II Retiree Medical Coverage.** The City agrees to provide that hereafter LEOFF II bargaining unit members, upon retirement, may participate in the City's health insurance program as herein described. Further, the City agrees that bargaining unit members, who hereafter retire into the state LEOFF II retirement system for length of service or on-duty disability, may participate in the City's health insurance program as follows:

Any member receiving a pension for years of service hereunder who because of lack of age only, cannot qualify for Social Security and Medicare benefits shall be granted the privilege and option, at his/her own expense, to purchase from a health care contractor or insurer furnishing such service to active employees of the City, a policy or policies of health insurance embodying therein terms substantially similar to those granted active employees, paying therefore the same amount as the City pays for its employees on a composite rate. Retiring City of Tacoma employees will no longer be offered the Kaiser Permanente medical plan, but the City will provide the Regence PPO and the Regence HDHP plans as options for continued medical coverage. The employer will not make a contribution to an HSA account. The option and privilege herein shall terminate automatically upon the member's reaching an eligible age to qualify for Medicare, whether in fact or not such member obtains the same. In no event shall the granting of this privilege give or grant the retired member any preferential treatment with reference to the health contracts over and above that

of active employees of the City of Tacoma, and such privilege is at all times subject to the ability of the City of Tacoma to negotiate for and obtain said health care coverage. There shall exist no obligation on the part of the City to contribute any part of the purchase price of said policy, nor shall the City's General or Revenue Funds nor the Employee's Retirement Fund make any contribution therefore; provided, however, that if in fact any change results in the composite rate charged the City for all its employees from the granting of this privilege, such adjustment in the composite rate shall not be deemed a contribution of the City or of Administration hereunder.

- I. **Insurance for Survivors in the Event of On-Duty Death.** In the event of the death in the line of duty of an employee represented by Tacoma Police Union, 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 retirees represented by Tacoma Police Union.
- J. **Insurance Negotiations.** Nothing in this section shall be construed to make the Union a part of the Joint Labor Committee, or bind the Union to any action taken by the Joint Labor Committee.

## **ARTICLE 11 - TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from January 1, 2017, up to and including December 31, 2019 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 FOR THE OPERATIONS BUREAU**

- A. Definitions
  - 1. Departmental Seniority  
Departmental seniority is defined as an employee's most recent period of unbroken, continuous service as a commissioned officer with the Tacoma Police Department, provided, an employee returning to service from an on the job disability shall receive seniority credit for prior service with the Tacoma Police Department.
  - 2. Classification Seniority  
Classification seniority is defined as the period of most recent continuous service in the employee's civil service classification. Police Patrol Specialists will bid amongst themselves using PO classification seniority.
  - 3. Seniority List  
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 Commander within ten (10) days of the posting period.

4. General Duty Assignment  
A general duty assignment is defined as a uniformed position in Operations assigned to primary call responding duties.
  
- B. Seniority Based Shift Scheduling
  1. a. For the purposes of Article 12 (b), seniority shall be defined as classification seniority. A Police Officer, Police Patrol Specialist, or Sergeant assigned to a general duty or traffic position and employees scheduled to be reassigned to a general duty position at the beginning of the assignment period shall select shifts on the basis of seniority. Police Patrol Specialists are restricted to general duty and traffic assignments.  
  
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.  
  
b. All Police Officers and Sergeants who have not successfully completed their initial or promotional probationary period prior to the commencement of the next shift assignment will be exempt from this selection process.  
  
c. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, division, unit bureau or specialized position, 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. Provided, however, the employer has the discretion to assign more senior officers to other than day shift, to balance the staffing mix of the Department whenever the officers on a shift have an average of less than three (3) as a commissioned officer. Commissioned experience in another department will be counted on a year for year basis. Sergeant's experience will also be calculated in the staffing mix and probationary employees will not be included when computing the average.  
  
d. In the event it becomes necessary in the reasonable opinion of the employer to transfer a Sergeant, Police Patrol Specialist or Police Officer from one shift to another the most recent bids will be used to facilitate the transfer.  
  
e. Subject to staffing needs and maintaining efficiency of the division/work unit, seniority shall be the sole factor in the selection of shifts.
  2. Once a schedule is in effect, Police Officers, Police Patrol Specialists, and Sergeants will not be allowed to indiscriminately change their shifts. However, if there is a voluntary request for a change in shifts between various officers, the same may be accommodated if all seniority requirements are taken into consideration concerning each work unit as a whole by posting the position twenty (20) days prior to assignment.
  3. Notice of vacancies within shifts will be posted by work unit 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.

4. In the event of a transfer from a non-general duty assignment, the Officer being transferred from the non-general duty assignment will go to the shift from where his/her replacement came. The transferred Police Officer or Sergeant will have to wait for the next bidding process to effect his/her seniority.

### **ARTICLE 13 - PERSONAL PROPERTY REIMBURSEMENT**

Employees who suffer a loss or damage to the listed personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and utilized in the line of duty shall be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case shall exceed two hundred fifty dollars (\$250.00) per occurrence. Every effort will be made to process a request for reimbursement within 30 days of filing. The following is a list of personal property eligible for reimbursement:

- Watches
- Eyeglasses (Costs that are not eligible for coverage under the City's vision plan including non-prescription sunglasses, any prescription lenses, and contact lenses)
- Shoes
- Flashlights
- Knives and/or sheaths
- Clipboards
- Clothing (Plainclothes assignments)

Other personal property not listed above and exceeding the above amounts may be considered for reimbursement on a case-by-by case basis decided by the Chief of Police or his/her designee.

### **ARTICLE 14 - UNION LEAVE OF ABSENCE**

**Section 14.1 - Union Leave of Absence** Time off duty to attend the following meetings will be granted to the President or an authorized representative of the Union without loss of pay:

- A. When attending Union meetings, when such meetings are called at the request of the employer or its duly authorized representative.
- B. In case of salary negotiations when such negotiations are carried on with the employer and when Police Department salaries are discussed by the City Council at its public hearings on the annual budget. Up to a total of six Union members, appointed by the Union, including the President and Vice-President, shall be allowed paid release time to attend formal contract negotiations.
- C. The Department Head may authorize time off from duty for attendance by the Union President and/or his designated representative(s) at such meetings or conferences related to the implementation of this agreement where such attendance benefits the City or the Department. For the purposes of this section, "time off from duty" shall mean time during which the Union President and/or authorized Union Representative(s) are unavailable to conduct police business.

**Section 14.2 - Attendance at Union Meeting While on Duty** With the permission of the Bureau Commander or his/her designee in charge, executive board members may be allowed to attend Union meetings while they are on duty in absence of emergency conditions.

## **ARTICLE 15 - HOURS OF WORK**

### **Section 15.1 - Operations Bureau**

- A. Hours of Duty - Working hours shall be the equivalent of eighty (80) hours per pay period, with scheduled shifts not to exceed ten (10) hours including mealtime.
- B. Shift and day off schedule:

#### **PPO-PPS SHIFT HOURS**

First Relief: 0500-1500  
Second Relief: 1300-2300  
Third Relief 2000-0600

#### **SGT SHIFT HOURS**

First Relief: 0430-1430  
Second Relief: 1230-2230  
Third Relief 1930-0530

#### **TRAFFIC SHIFT HOURS**

##### **PPO-PPS-SGT**

First Relief: 0700-1700  
Second Relief: 1300-2300

Days off rotation for General Duty PPO's, PPS's, and Sergeants on First, Second and Third relief will be S/S/M and T/W/Th.

Days off rotation for Traffic PPO's, PPS's, and Sergeants will be F/S/S and S/S/M.

Effective September 6, 2016, the monthly changeover of the days off rotation will occur on the first Tuesday of every month and the first Tuesday of every month changeover shall continue for a full 12 months from the date of implementation. The parties will meet no later than 45 days prior to the expiration of the 12 month period to discuss any operational impacts associated with the change in the timing of the monthly changeover. In the absence of a mutual agreement between the parties to continue the monthly changeover on the first Tuesday of every month, the parties will restore: (a) the first Monday changeover, and (b) the Hours of Work schedule set forth in the 2012-2014 Agreement, no earlier than a full 12 months from the date of implementation. Upon mutual agreement between the parties to continue the monthly changeover on the first Tuesday of every month, the mutual agreement shall be incorporated into and become part of the collective bargaining agreement.

C. Operations Bureau Assignments:

1. 4/10 Work Schedule:

- General duty and Traffic hours of work and days off are set forth above
- Community Liaison Officers, K-9, Bike-Beat Officers, and Crime Response Unit personnel hours of work are set forth above, however, the days off rotation may differ.
- A change in the shift schedule for the Community Liaison positions from the 4/10 to the 5/8 schedule will be made by the Bureau Commander, only to meet the reasonable operating requirements of the Department, to include temporary hardship needs of the employee. A change in the schedule should be made during the shift-bidding period as set forth in Article 12.
- The Police Training Coordinator regular duty hours are 0600 – 1600 and days off are S/S/M. Early/late assignments starting one hour or less before or after a regular shift shall not be considered an unscheduled shift.
- The Gang Unit will work swing shift from 1600 – 0200 (swing shift differential) with rotating days off of S/M/T and S/S/M.

2. 5/8 Work Schedule for Special Events Sgt will be as follows:

0700 – 1500 hours  
Days off: S/S

3. 5/8 Work Schedule for Desk Officers will be as follows:

0500 – 1300 hours  
1300 – 2100 hours  
2100 – 0500 hours  
Days off: S/S

4. A change in the shift schedule for the Desk Officer positions from the 5/8 to the 4/10 schedule will be made by the Bureau Commander, only to meet the reasonable operating requirements of the Department, to include temporary hardship needs of the employee. A change in the schedule should be made during the shift-bidding period as set forth in Article 12.

5. 5/8 Work Schedule for School Resource Officer (SRO) will be as follows:

Monday through Friday  
Days off: S/S



## **Section 15.2 - Non Operations**

The primary work schedule for the Administrative Support Bureau will be the 5/8 plan. Alternative work schedules may be implemented by mutual agreement of the Union and the City.

Shift and day off schedule:  
Administrative Support Bureau (ASB)                      0800 – 1600 hours  
Days off: S/S

The primary work schedule for Special Investigations will be the 5/8 plan for Officers and Sergeants and the 4/10 plan for detectives. Upon the request of the employee, the Bureau Commander may grant authorization for the employee to switch schedules on a case by case basis.

Hours and days off for 5/8 personnel will be 0900 – 1700 with S/S off. Hours and days off for 4/10 personnel will be 0800 – 1800 and F/S/S or S/S/M.

The primary work schedule for the Criminal Investigations Division (Property and Person Crimes Sections) will be the 4/10 shift plan. The shift start time may either be 0700 or 0800 and fixed in the monthly schedule. The alternate schedule will be the 5/8 plan and the start time will be 0800 hours. Upon the request of the employee the Bureau Commander may grant authorization for the employee to switch schedules on a case by case basis.

For CID, the 4/10 schedule days off will be F/S/S or S/S/M. Days off for detectives on the 5/8 schedule will continue to be S/S. . Up to four (4) CID Detectives can be assigned to a 4/10 swing shift schedule with a starting time of 1300 hours with the designated days off being F/S/S or S/S/M. In order to maintain adequate staffing within the individual units within the division, and with a minimum of two , the Bureau Commander may adjust the days off for detectives on the 4/10 plan from S/S/M to F/S/S or from F/S/S to S/S/M. Days off shall be by departmental seniority and shall be bid prior to October 1<sup>st</sup> of the preceding year.

Assignment of Detective to swing shift shall be bid once a year by department seniority. Shifts shall be selected annually by October 1<sup>st</sup> of each year for the next twelve month period. The October bid process is for the following January assignments. If there are an insufficient number of persons bidding, the persons with the lowest department seniority may be assigned.

All flexible work schedules shall be administered in accordance with the City of Tacoma Personnel Management Policy 320.

Shifts shall be selected annually by October 1<sup>st</sup> of each year for the next twelve month period. The October bid is for the following January assignments.

All Police Officers and Sergeants who have not successfully completed their initial or promotional probationary period prior to the commencement of the next shift assignment will be exempt from this selection process.

**Section 15.3 - Alternate Work Schedules** Any variations to the above recognized shifts in Sections 15.1 and 15.2 may be made by mutual agreement between the City and the Union.

**Section 15.4 - Duty Day** 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.

**Section 15.5 - Scheduled Shift** A scheduled shift shall be any tour of duty ordered in the regularly published monthly work schedule, or any other duty assignment made with one hundred-twenty (120) hours or more notice.

**Section 15.6 - Unscheduled Shift** An unscheduled shift shall be any tour of duty that deviates from the published monthly work schedule which is ordered with less than one hundred-twenty (120) hours notice, provided that early/late assignments starting one hour or less before or after a regular shift, court appearances, extended duty overtime at the conclusion of the employee's shift, or training shall not be considered an unscheduled shift.

**Section 15.7 - Shift Changes** In an emergency, defined as a situation urgently requiring prompt action, the Chief of Police or designee, in writing, may change hours of work/shifts with less than one hundred-twenty (120) hours' notice without additional compensation.

**Section 15.8 - Hours of Work Changes**

- A. Upon the request of the employee or employer, and with the agreement of both, the hours of work may be changed without additional compensation. The Union will be notified, in writing, of any changes of one month or more duration.
- B. Any hours of work changes with one hundred-twenty (120) hours or more notice shall be for not more than twenty (20) working days and shall require approval of the appropriate Assistant Chief.

**Section 15.9 - Application Rate of Pay** The City and the Union agree that an employee assigned to or working any shift, within any work unit of a Bureau, on a per shift basis that begins:

- 1. On or after 1200 hours but before 1800 hours will receive the swing shift application of rate.
- 2. On or after 1800 hours but before 0430 hours will receive the night shift application of rate.
- 3. On or after 0430 hours but before 1200 hours will not receive an application of rate.
- 4. Employees receiving an application rate of pay from an assigned shift will not forfeit that application rate of pay during a temporary assignment to another shift with a lesser rate.

**Section 15.10 – Definition of Shift Extension.** A “shift extension” that would not trigger a payment of a shift differential is limited to the situation where an employee is required to remain over from his/her regular shift to another shift to complete some work that was begun on his/her regular shift but could not be completed before the end of his/her regular shift (e.g., finish a

report resulting from a contact occurring during his/her regular shift, processing an arrest made during his/her regular shift, etc.). Either volunteering to work or being ordered to work on another shift for any other purpose, including covering a staffing shortage, is not a "shift extension."

## ARTICLE 16 - OVERTIME

**Section 16.1 - Overtime** 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 hours increments. Overtime worked on holidays specified in Section 10.4.C shall be paid at time and one-half (1-1/2) of the holiday rate of pay or, at the employee's option, an equivalent amount of compensatory time off.

**Section 16.2 - 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.

**Section 16.3 - Work on Unscheduled Shift** Work on any unscheduled shift shall be compensated at double time for the first shift worked.

**Section 16.4 - Compensatory Time** Upon earning overtime as outlined in this Agreement, an employee may choose to be compensated for the overtime in cash or equivalent compensatory time off, except as outlined in Section 16.5. Such compensatory time may be accrued up to a maximum bank of two hundred forty (240) hours. Overtime earned which would place the employee above the maximum accrual of two hundred forty (240) hours shall be paid in cash. For employees hired on or before December 31, 2011, such bank of compensatory time may be carried over from year to year and may be taken in a minimum of one (1) hour increments. For employees hired on or after January 1, 2012 such bank of compensatory time may be taken in a minimum of one (1) hour increments, but, all compensatory time banked during a calendar year will be cashed out at the end of each calendar year. All use of compensatory time off shall be approved by the Department. Upon separation, each employee shall receive cash compensation for all compensatory time accrued but not used.

**Section 16.5 - Overtime funded by Grants** When an employee works overtime that is funded by a Grant, the compensation will be overtime cash with no compensatory time allowed.

**Section 16.6 - Commute Overtime** Employees involved in police action when traveling off duty, to and from work, will be compensated for actual time worked. Officers must seek supervisory approval as soon as practical.

## ARTICLE 17 - CALL-OUTS AND COURT APPEARANCES

**Section 17.1 - Call-out** When an officer is called out, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of four (4) hours at time and one-half (1-1/2) the regular rate. If the call-out is voluntary, the overtime compensation begins when the employee arrives at the station or crime scene. If the employee is ordered to return to work the

overtime compensation begins when the employee receives the order to return to work. The supervisor shall specify at the time of the call-out whether the call-out is voluntary or ordered.

**Section 17.2 - Court Appearances** When an employee is required to testify in court on a civil or criminal matter, before an administrative agency, mental health commitment proceeding, or an arbitrator, during off-duty time, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of four (4) hours at time and one-half (1-1/2) the regular rate. If an employee is held over after his/her shift, it will be considered a shift extension and there will be no four (4) hour minimum unless there is a break in excess of one half (1/2) hour between the end of the shift and the beginning of court or other hearing specified above.

An employee will be paid for the lunch break if he/she is involved in the same case which is actually heard in both the morning and afternoon. If the employee is called for two different cases in one day, the lunch break is not paid as it will be treated as two separate call-outs.

All types of pyramiding of overtime relating to Sections 17.1 and 17.2 shall be disallowed.

**Section 17.3 - Cancellation of Court Appearances** Whenever a court or hearing appearance not scheduled during an employee's normal duty hours is canceled after 1800 hours on the day preceding the scheduled appearance, such cancelled court or hearing appearance shall be considered work time and as such, the employee shall be entitled to the overtime minimum payments for purposes of Article 16 of this Agreement. The Department shall 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 shall contact the Department after 1800 hours on the day preceding the scheduled appearance to determine if the appearance is still scheduled.

All types of pyramiding of overtime relating to Section 17.1 and 17.3 shall be disallowed.

**Section 17.4 - Committees, Boards, Hearings, Meetings** When an employee is scheduled to attend a meeting called by the Department, the meeting will be considered an early/late assignment if it is scheduled within one hour of the beginning or end of the employee's shift. Except as above, other meetings will be compensated for at the overtime rate, subject to the four (4) hour overtime minimum payment. An officer who is the subject of an intended disciplinary action will not be compensated for attendance at a disciplinary review board.

**Section 17.5 - Civil/Criminal Interviews And /or Telephonic Testimony** Interviews for civil/criminal cases and telephonic testimony arising from an officer's actions as a City employee will be compensated in the following manner:

- A. Telephone Interviews and/or Telephonic Testimony - Civil/criminal interviews conducted and/or testimony taken via telephone outside the 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 officer's second day off, in which case the double time provisions will prevail. Overtime will not be allowed for a telephone call made to an employee by a member of this department or other City employee to inquire about department business, or to advise the employee of City or department matters.
- B. In-Person Interviews – In-Person interviews conducted outside the 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 officer's second day off, in which case the double time provision will prevail.

## **ARTICLE 18 - VACATION, HOLIDAYS AND COMPENSATORY TIME OFF SCHEDULING**

**Section 18.1** Vacation, holiday, and compensatory time off will be determined by departmental seniority (as defined in Article 12.A.1).

**Section 18.2** Approved vacation, holiday, and compensatory time off will be honored in all cases with the exception of an emergency, defined as a situation urgently requiring prompt action, as determined by the Chief of Police.

**Section 18.3** Approved first choice scheduled vacations will take precedence over any other time off request.

**Section 18.4** No "bumping by seniority" for holidays, vacation or compensatory time usage will be made within fifteen (15) days of the beginning of the consecutive time off requested.

**Section 18.5** Non-scheduled days off: Bureau Commander or his/her designee will allow fifteen (15) percent of available Officers on granted time off. Granted time off shall include vacation time, holidays, and compensatory time days. Training will not be considered in the percentage calculation.

1. The percentage will be rounded to the nearest whole number. In rounding, if the percentage is less than one-half, the number will be rounded down; if the percentage is one-half or above, the number will be rounded up.
2. The discretion to exceed the established percentages for granted time off rests with the Bureau Commander or his/her designee.
3. A person on sick leave lasting more than two consecutive calendar weeks will not be considered in calculating time off percentages.

**Section 18.6** Excess vacation accruals and holidays cannot be carried over into another year except in the case of continued illness. It is the responsibility of the employee concerned to submit a written request to the Human Resources Department to carry over excess accruals prior to the end of the time the excess accruals will occur. Each employee is responsible for tracking the vacation accruals, holidays used, and compensatory time earned.

**Section 18.7** Request for first choice vacation periods must be submitted with the shift bid pursuant to Article 12B.1a. On the first day of the first full pay period of January of each year first choice vacation periods will be posted for personnel assigned to each division/work unit. A first choice vacation can consist of any leave time an employee has accrued, but must be continuous and taken on consecutive workdays. Employees are entitled to one first choice vacation selection per calendar year.

**Section 18.8** Changes in divisional or work unit assignments after January 15<sup>th</sup> will have no effect on an employee's scheduled first choice vacation absent an emergency as defined in Section 18.2.

**Section 18.9** All other requests for vacation time will be handled in the same manner as holidays and compensation time.

**Section 18.10** The Bureau Commander or designee will grant and schedule holidays or compensatory time off as set forth in Section 18.5. Granting of such time off will be subject to the following:

1. Holidays and compensatory time off will be granted on departmental seniority regardless of the kind or amount of leave requested.
2. An employee will not be granted more than two holidays between December 1<sup>st</sup> and December 31<sup>st</sup> without the prior approval of his/her supervisor.

**Section 18.11- DIVISIONS/UNITS WITH MANDATORY HOLIDAYS**

- A. Divisions/Units
  - Chief's Office
  - Administrative Services
  - Criminal Investigations
  - Special Investigations
  - Operations (Staff & Support functions only)
- B. The above divisions/units will observe the following holidays, except as authorized by the Bureau Commander.
  - Independence Day
  - Thanksgiving Day
  - Christmas Day
- C. Standby – An employee assigned to standby on a holiday by the Bureau Commander may work his/her regular shift and shall be paid standby pay for the remaining hours of the holiday without using a mandatory holiday.
- D. The remaining holidays or days off in lieu thereof, shall be taken as set forth above.

**ARTICLE 19 - 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 20 - WORK ASSIGNMENTS**

**Section 20.1** 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.

**Section 20.2** To assist the City, the Department Head shall assign the Union President and Vice-President to the prevailing day shift hours.

**Section 20.3** 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 personal goals and objectives, and the determination of training needs.

**Section 20.4 – Use of Performance Management Documents** The performance evaluations can be considered for promotional purposes for a period of thirty-six (36) months from the date of the evaluation.

**Section 20.5 – Retention of Performance Management Documents** 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.

**Section 20.6 – Special Commissions.** It is agreed that the Special Commissions granted to code enforcement inspectors, under TMC 7.10, to tag, ticket, impound and certify abandoned and junk vehicles (public nuisance vehicles) shall not constitute skimming for purposes of a grievance under the contract.

## **ARTICLE 21 - 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 City agrees to notify the President of the Union in writing of any charges made, Forty-eight Hour Notice issued by Internal Affairs and/or notice of intent to take disciplinary action against any member of the Union.

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 22 - FAMILY LEAVE**

### **Section 22.1 - Family Bereavement**

Upon an employee being notified of a death in his immediate family while on duty, the City shall take prompt action to find a suitable relief in order that the employee may be released from duty. (Immediate family is defined as outlined in Section 1.12.230; subsection B5, of the Official Code of the City of Tacoma.) Upon approval by the Chief of Police or designee, a maximum of four (4) days of sick leave may be granted for the death of an immediate family member.

### **Section 22.2 - Family Medical Leave Act**

The application of the Family Medical Leave shall be in compliance with Federal and State law.

The Family Medical Leave Act allows eligible employees to take job protected, unpaid leave, or to substitute appropriate leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any twelve months because of the birth of a child and to care for the newborn child, because of the placement of the child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition, or because the employee's own health condition makes the employee unable to perform the functions of his or her job. In certain cases leave may be taken on an intermittent basis rather than all at once, or the employee may work on a part-time schedule.

### **Section 22.3 - FMLA Paid Leave**

Under certain circumstances an employee may utilize sick leave as part of his/her FMLA leave. Paid sick leave will be taken in accordance with the City's requirements on the use of sick leave, except the current Tacoma Police Department practice regarding the option of using unpaid leave will continue. An employee may also utilize accrued vacation, holiday and compensatory time as part of his/her FMLA leave.

## **ARTICLE 23 - SPECIAL PROVISIONS**

### **Section 23.1**

- A. **Clothing and Cleaning Allowance** - The cleaning and clothing allowance in the amount of \$690.00 per employee per year in recognition of agreement of the grooming standards policy shall be paid in one sum on the pay period that includes December 1st. Employees hired after January 1<sup>st</sup> will have the clothing allowance pro-rated based on the number of months employed in that year.
- B. The City shall provide uniforms for all commissioned police officers where uniforms are required. The City shall provide all police equipment for uniformed and non-uniformed commissioned officers.

**Section 23.2** The City shall furnish all motorcycle riding equipment to officers assigned to motorcycle duty when assignment exceeds thirty (30) days.

**Section 23.3 – Police Training Officer** A Police Officer shall receive an application of rate of five (5) percent of his/her base rate of pay for those hours engaged in training as a Police Training Officer. Police Officers and Patrol Specialists assigned field training officer duties shall be engaged in actual field training assignments no more than six months per year and no more than two consecutive months. At the request of an PTO or PPS, or in the case of emergency shortage of PTO's or PPS', they may engage in actual field training assignments more than six months per year or more than two consecutive months.

**Section 23.4 - Patrol Specialist and Specialist Sergeant** A Police Officer assigned as a Patrol Specialist shall receive an application rate of five (5) percent above the top step rate of Police Officer.

A police sergeant assigned as a Specialist Sergeant shall receive an applied rate of five percent (5%) above the top step of Police Sergeant.

**Section 23.5 - Bomb Technician** An employee assigned as Bomb Technician shall receive an application of rate of five (5) percent above his/her regular rate for those hours so assigned.



**Section 23.6 - K-9** An employee assigned to the K-9 unit shall receive an application of rate of five (5) percent above his/her regular hourly rate for those hours assigned. One (1) hour per shift shall be allocated for dog care and training. Such compensation shall be for all off duty hours spent for dog care and training.

**Section 23.7** Pensions for employees and contributions to pension fund will be governed by the Washington State Statutes in existence at the time.

**Section 23.8** The City shall provide at least the current level of liability protection under its self-insurance program, providing substantially the same protection that had been provided here under before the City became a self-insurer.

**Section 23.9** The City shall comply with the provisions of Section 1.12.137 of the Compensation Plan pertaining to shooting pay. Union members who attend and satisfactorily complete spring and fall firearms training shall receive one hundred twenty dollars (\$120.00) to be paid annually on the first pay period in December of each year. To receive this compensation, members must attend spring and fall training, as scheduled by Departmental Special Order, unless excused by their Division Commander for exigent circumstances.

**Section 23.10** 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.

**Section 23.11** A LEOFF II employee separated from City service due to a documented and reported injury or illness, at the time of separation, shall be reinstated provided the employee is mentally and physically fit to perform the duties of the position.

**Section 23.12 - Union Privileges** 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.

**Section 23.13 - Standby Pay** Employees in classifications covered by Appendix A required by a Bureau Commander to serve in a standby capacity outside of regular work hours, shall receive \$3.00 per hour in a standby status. Employees are not eligible for standby pay for any hours for which they are in any other paid status. Standby means that the employee has been specifically directed by a supervisor to be in telecommunications, pager, radio or phone range to ensure their availability to return to duty, if necessary, within approximately 30 minutes of the notification to return to duty.

**Section 23.14 - Shift Incentive**

- A. An employee assigned to work second relief shall receive an application of rate of three (3) percent above his/her regular rate of pay. For the hours of work refer to Article 15.9A.
- B. An employee assigned to work third or fourth relief shall receive an application of rate of five (5) percent above his/her regular rate of pay. For the hours of work refer to Article 15.9.
- C. These application of rates recognize the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the officers on these shifts.

**Section 23.15 – HEAT Team** An employee assigned to the HEAT Team shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

**Section 23.16 - SWAT Team** An employee assigned to the SWAT Team shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

**Section 23.17 - LEOFF II Disability** In lieu of providing long-term disability insurance to bargaining unit employees covered by the LEOFF II retirement system, the City will provide to all bargaining unit employees an additional 1 percent (1%) application of rate to contribute to the cost of the long-term disability policy coverage selected and procured by the Union. The City will deduct from employees' paychecks the costs of the long-term disability insurance obtained by the Union and will transmit such amounts to the Union on a monthly basis.

**Section 23.18 - Mentoring** In recognition of the fact that future technology creates needs which did not previously exist for internal training and mentoring, the Union and City agree that highly experienced employees shall be assigned additional duties and shall receive a 2 percent application of rate. Highly experienced employees shall be defined as those with 25 years' service as a commissioned Tacoma police officer. This applied rate will be paid to an employee at the first of the calendar year in which the 25 years of service will be complete.

**Section 23.19 – Motorcycle Officers** An employee assigned as a Motorcycle Officer shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

**Section 23.20 – Search and Rescue** An employee assigned to the Search and Rescue Team shall receive an applied rate of five percent (5%) above his/her regular hourly rate for those hours so assigned.

**Section 23.21 – CALEA Recognition** An applied rate of two percent (2%) above the base rate of pay shall be applied in recognition for being accredited and for the successful maintenance of the accreditation. The application of rate will remain in effect so long as the department remains accredited.

**Section 23.22 – Bilingual Pay** 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 (2) percent above his/her base pay according to the terms and conditions of a Bilingual Pay Program established by management.

**Section 23.23 - CJTC Tactical Officer Specialty Pay** In recognition of the training, mentoring, and supervisory responsibilities, an employee assigned as a Tactical Officer to the Criminal Justice Training Commission ("CJTC") shall receive a premium of three percent (3%) of his or her base hourly wage for those hours so assigned.

**Section 23.24 – Education and Military Incentive Pay** A two percent (2%) application of rate shall be applied over the base wage recognizing either the successful attainment of a two year degree and above, or for a minimum of two (2) years active duty military service with an honorable discharge, or for four (4) years of active reserve military service. Evidence of a degree and/or military service shall be required.

## **ARTICLE 24 - 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 25 - PERSONNEL REDUCTION**

In case of a personnel reduction, employees shall be laid off in compliance with the Personnel Rules.

#### **ARTICLE 26 - LONGEVITY PAY**

Longevity pay shall be provided eligible employees as defined by the Compensation Plan according to the following schedule:

- (a) From 5 through 9 years aggregate service as a uniformed employee - 2% per month of monthly rate.
- (b) From 10 through 14 years aggregate service as a uniformed employee – 4% per month of monthly rate.
- (c) From 15 through 19 years aggregate service as a uniformed employee – 6% per month of monthly rate.
- (d) 20 years or more aggregate service as a uniformed employee – 8% per month of monthly rate.

#### **ARTICLE 27 - DISCIPLINE**

**Section 27.1** All discipline shall be for just cause. An employee may contest a discharge, suspension for 24 hours or more in length, or demotion through the grievance procedure in Article 4 of this Agreement. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

**Section 27.2** It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

#### **ARTICLE 28 - 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 29 - 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 30 - EMPLOYEE RIGHTS**

### **Section 30.1 - General Procedures**

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action (excluding coaching or counseling) against him/her will be afforded the following safeguards, to include the right, upon the employee's request, to Union representation. Forty-eight Hour Notices are intended to be used by Internal Affairs only.

1. The employee will be informed prior to the interview if the Employer believes the employee is the subject of an investigation unless doing so would jeopardize the investigation.
2. The employee shall be notified in advance of an interview of the nature of the complaint and the identity of the complainant.
3. Upon request by the employee, he/she will be allowed to consult with a union representative prior to answering questions or completing an administrative report. The consultation shall not delay the interview or start of the administrative report by more than two (2) hours

**Section 30.2 - Counseling** Incidents for which coaching and counseling are appropriate may be handled by the immediate supervisor. Written documentation is at the discretion of the supervisor.

**Section 30.3 - Oral Reprimands** Incidents for which discipline no greater than an oral reprimand may result may be handled by the immediate supervisor after review by the bureau command staff. A notation will be placed in the employee's divisional file regarding the reprimand. The notation will be removed after one (1) year if no other incidents of a similar nature occur during that period of time.

### **Section 30.4 - Bureau Written Reprimands**

1. An incident resulting in a bureau written reprimand will be reviewed by the bureau command staff prior to placement of the reprimand in the employee's bureau file.
2. An employee may submit a written rebuttal statement within thirty (30) days of receiving the Bureau written reprimand. Such rebuttal statement will be attached to the written reprimand.
3. The reprimand will be removed after two (2) years if no other incidents of a similar nature occur during that period of time.

### **Section 30.5 - Departmental Written Reprimands**

1. An incident determined to be appropriate for a departmental written reprimand will be reviewed by the bureau command staff and approved by the Bureau Commander prior to placement of the reprimand in the employee's official personnel file.
2. An employee may submit a written rebuttal statement within thirty (30) days of receiving the Departmental written reprimand. Such rebuttal statement will be attached to the written reprimand.
3. The reprimand will be removed after five (5) years if no other incidents resulting in discipline of equal or greater severity occur during that period of time.

### **Section 30.6 - Transfer to Internal Affairs**

1. If at any point it appears to the supervisor that the discipline may rise to the level of economic sanctions the subject of the investigation will not be required to complete an interview or administrative report.
2. If a supervisor begins an interview and learns of information that may result in discipline resulting in economic sanctions, he/she will immediately terminate the interview.
3. The supervisor will document his/her actions and submit the investigation to the Bureau chain of command. The Bureau Commander shall determine whether or not the investigation will be transferred to Internal Affairs. If so, Internal Affairs will handle all aspects of the investigation from that point on, including service of Forty-eight Hour Notices, as set forth below and ordering an employee to complete administrative reports and/or submit to interviews.
4. A Forty-eight (48) Hour Notice is hereby defined as a written notice given to an employee when he/she is being required to prepare an administrative report or be interviewed by Department representatives concerning his/her actions, when it is believed that economic sanctions may result. This notice is intended to be the minimum amount of time afforded to the employee. Nothing in this agreement prevents the employer from allowing more time or the employee from waiving his/her right to forty-eight hours before preparing an administrative report or participating in an interview.
5. **Notification** The employee shall be notified of a Forty-eight Hour Notice by personal contact. The personal contact shall be handled in a confidential manner. Thereafter, a written Forty-eight Hour Notice will be served, in a confidential manner, using a standard Tacoma Police Department form.

### **Section 30.7 - Dismissal, Demotion or Suspension**

The Internal Affairs Unit will conduct all interviews that may lead to economic sanctions, including but not limited to dismissal, demotion and/or suspension.

1. If after a complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint, and be provided with a copy of the complaint as soon as practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.

2. The employee will be allowed a minimum of forty-eight (48) hours notice to appear before Internal Affairs to answer questions; however, the employee need not exercise the full time frame if he/she feels that he/she has received all the information necessary to assist in his/her interview.
3. The employee shall be allowed the right to have a union representative and/or an attorney present during the interview.

### **Section 30.8 - Interviews**

1. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted outside of Department facilities.
2. The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies.
3. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he is entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Tacoma Police Department. You are hereby ordered to answer the questions that are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

4. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
5. The employee under investigation shall not be subject to offensive language or threatened with any punitive and/or retaliatory action. Promise or reward shall not be made as an inducement to answering any question. The employer shall not cause the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent.
6. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the specific complaint/incident, which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
7. If the Department tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and the Employer transcribes any part of any recording, the employee shall be given a complimentary copy thereof.
8. Interviews and investigations shall be concluded with no unreasonable delay. If an investigation extends past thirty days the employee(s) that are the subject of the

investigation will be notified of the case status in writing. Status reports will be provided to the employee(s) every thirty days thereafter.

### **Section 30.9**

The employee shall be advised of the results of the investigation and any future action to be taken on the incident. The employee shall be provided with a copy of the Bureau Chief's recommendations concerning possible disciplinary action within 48 hours of such recommendations.

### **Section 30.10 - Departmental Charges**

When the investigation results in Departmental charges being filed, the employer shall:

1. After the investigation is complete, and at least seventy-two hours prior to the pre-disciplinary hearing, furnish the employee, and at the employee's written request, the Union, with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.
2. This obligation shall continue after the charges have been filed against the employee.

### **Section 30.11 - Criminal Investigations**

This Article shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview:

1. The investigator shall notify the employee of the criminal nature of the investigation;
2. The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee.

The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

### **Section 30.12 - Polygraph Tests**

The Employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

### **Section 30.13 - Use of Deadly Force Situations**

1. Employees directly involved in the use of deadly force shall be allowed to consult with a union representative and/or an attorney prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a union representative and/or an attorney shall not unduly delay the giving of the statement. The parties agree to continue the past practice with respect to the timing of when an oral or written statement about the use of force is compelled. A Union representative (Union officer, usually the President or Vice President) and a Department

representative (a member of the Administration, probably the CDO) will conference and mutually agree to a time when an oral or written statement will be given.

2. Psychologist Referrals

- A. Employees directly involved in the use of deadly force shall be required to consult with the Department psychologist.
- B. Employees directly involved in the use of deadly force against animals may be required by the department to consult with the Department psychologist.
- C. The employee directly involved in the use of deadly force will be placed on administrative leave for up to fourteen (14) calendar days.. If released to return to duty, the employee may elect to return to work at anytime during the administrative leave.
- D. During the administrative leave the employee will schedule any follow up appointments with psychologists, doctors and/or any other assistance that he/she may require.
- E. The administrative leave, set forth above in Subsection C, is required only for the employee(s) actually applying the deadly force, not for other employees who may be involved or witness the incident.
- F. The employee may utilize appropriate leave, including workers' compensation, sick leave, compensatory time or vacation, if he/she is not released to return to duty by the psychologist at the end of the administrative leave or if he/she disagrees with the psychologist's recommendation to return to duty.
- G. The employee may request a second and/or third opinion pursuant to Section 1.24.800 of the Official Code of the City of Tacoma.

**Section 30.14 - Personnel Records**

Materials concerning discipline shall not be relied upon by the employer in any subsequent disciplinary action involving the employee if the materials are more than thirty-six (36) months old unless a valid separate agreement such as a "last chance" or "return to work" agreement is in effect.

**Section 30.15 - Searches of Storage Space**

Absent an employee's consent or exigent circumstances, no assigned storage space shall be searched relative to a criminal or internal investigation without a search warrant having first been issued for the area to be searched. The Department reserves the right to enter, inspect and/or reclaim the use of storage space absent employee's consent when the assignment of any storage space is not determinable after a reasonable effort has been made to determine who is using the space.



## **ARTICLE 31 - WORK FOR THE PUBLIC ASSEMBLY FACILITIES DEPARTMENT (PAF)**

Utilization of police bargaining unit personnel by the Public Assembly Facilities Department shall be as follows:

- A. Staffing levels at the Tacoma Dome events shall be set by the Public Assembly Facilities management in consultation with the Police Department, and shall be established at levels sufficient to provide officer safety. If reasonably possible, staffing levels shall be set at least fourteen (14) days prior to the event. Officers assigned to the Dome shall perform the normal duties of a Police Officer and shall be subject to the direction and control of the Police Department.
- B. Such personnel shall be paid through the City payroll system and therefore, eligible for the same benefits as other similarly employed personnel. All appropriate payroll deductions shall be made.
- C. All police bargaining unit personnel working PAF Department events either inside or outside the facility shall be assigned and work a minimum of four (4) hours each event and shall be compensated for all hours worked, except as follows:
  - 1. when an event is canceled and the officer is not notified of the cancellation and consequently reports as assigned, he/she shall receive three (3) hours minimum pay,
  - 2. when an officer is sent home by PAF management due to lack of work he/she shall receive the three (3) hour minimum, and
  - 3. when an officer elects to leave, due to lack of work as determined by PAF management, he/she shall receive pay for the hours actually worked.
- D. The PAF Department shall receive seven (7) days in advance of an event, notice from the special events officer regarding the availability of the required number of police personnel. If the required number of acceptable police personnel cannot be obtained from within the Tacoma Police Department, the Chief of Police may contact the Pierce County Sheriff's Department, the City of Puyallup Police Department or other law enforcement departments to obtain additional police personnel in order to achieve the required number of volunteer police personnel for an event.
- E. The hourly pay rate for volunteer work performed under the terms of this Article shall be at time and one-half (1-1/2) the officer's rate of pay.

## **ARTICLE 32 - TUITION REIMBURSEMENT**

The Police department agrees to provide up to \$25,000 per year during the term of this Agreement for tuition reimbursement for bargaining unit employees working toward accredited college degrees. Criteria for reimbursement of the Police department training funds are set forth in Appendix B.

### **ARTICLE 33 – DRUG AND ALCOHOL TESTING PROGRAM**

Reporting to work under the influence of alcohol and/or illegal drugs is strictly prohibited and may result in disciplinary action, up to and including termination. Treatment/rehabilitation for alcohol or drug abuse undertaken by the employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee. The City policy and procedures shall be followed.

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing in accordance with the city policy and procedures.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering the policy.

### **ARTICLE 34 – 4<sup>TH</sup> OF JULY**

- A. Bargaining unit work on the Fourth of July holiday shall be staffed as follows:
1. The operational period for this agreement will be defined as beginning on July 4 at 0500 and concluding July 5 at 0200 hours.
  2. The City shall first use those employees who would be regularly scheduled to work on the Fourth of July holiday.
  3. In the event, there is a need for more personnel than those employees who would be regularly scheduled to work on the Fourth of July holiday to perform bargaining unit work on the Fourth of July holiday, the City shall seek volunteers to perform all such work from the members of the bargaining unit represented by the Union. Any bargaining unit employee volunteering for such work shall be allowed the opportunity to work and shall be paid the applicable rate for such work on the holiday.

In the event there is a need for more personnel in addition to those employees who would be regularly scheduled to work on the Fourth of July holiday and volunteers to perform bargaining unit work on the Fourth of July holiday, the City shall use law enforcement personnel from other agencies to perform such work. This section shall not apply to the staffing of specialty positions necessary for the Fourth of July holiday.

- B. The City will not force any member of the bargaining unit who is not regularly scheduled to work on the Fourth of July holiday to work on such holiday unless the City is unable to obtain sufficient department volunteers and law enforcement personnel from other agencies to adequately staff the Fourth of July holiday.
- C. In the event it is necessary to force employees to work the Fourth of July holiday in accordance with paragraph B above, employees shall be assigned to the Fourth of July holiday using reverse department seniority (lowest to highest).

- D. Any employee forced to work on the Fourth of July holiday as provided in paragraph B and C above, shall be paid triple time of their regular rate for all hours worked during the operational period defined in paragraph A.1.
- E. The Union waives any right to challenge or make reference to the City's use of law enforcement personnel from other agencies to perform bargaining unit work on the Fourth of July holiday in accordance with this Article in any proceeding, including a proceeding claiming that the City's use of law enforcement personnel from other agencies in accordance with this section constitutes skimming.
- F. The City waives any right to make reference to the use of law enforcement personnel from other agencies to perform bargaining unit work on the Fourth of July holiday in any proceeding, including any grievance, arbitration or PERC proceeding.
- G. Nothing in this section shall preclude either party from seeking to enforce the terms of this section.

## **ARTICLE 35 – VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)**

### **Section 35.1 - VEBA Program Parameters:**

- A. Beginning the first of the month following the effective date of the Agreement, the Union will forego three-quarters of one percent (0.75%) of the bargaining units' salary. Once the bargaining unit wage scales are identified in any given year, each member of the bargaining unit will receive ninety-nine and one-quarter percent (99.25%) of the base wage rate in exchange for this benefit.
- B. For the specific purpose of calculating wage comparisons, the three quarters of one percent (0.75%) reduction will be considered as a component of base wages.
- C. The VEBA retirement program is only available to bargaining unit members, 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.
- D. The VEBA retirement program is not an employee right. Employees must meet the eligibility criteria and terms of the program.

### **Section 35.2 - Rules and Eligibility Requirements:**

- A. 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 incentive program, and the City retains the ability to make the final eligibility decisions.
- B. 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.

- C. 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.
- D. The intent of this voluntary retirement program is for service retirement only. Employees who are receiving long term disability, (L&I) or are on medical layoff/retirement are disqualified from receiving this incentive. If at any time during the retirement program payment term a recipient begins receiving L&I the incentives under this program will cease.
- E. An employee applying for the voluntary retirement program must be eligible to retire under the LEOFF Plan 2 and must not have already filed for retirement prior to the announcement of the program. Additionally, if an employee applies but does not retire by the established retirement deadline, the employee will not be eligible for the program in any future year. For the purpose of clarifying the parties' understanding regarding this section, any application for a voluntary retirement benefit made prior to the effective date of this Agreement will not render any bargaining unit member ineligible for this program.
- F. Employees approved for the retirement program will not be placed on the City's layoff registers and are not eligible for rehire as a regular, benefited, permanent employee.
- G. Employees approved for the retirement program agree not to file for unemployment benefits due to separation of employment from the City.
- H. Each year the VEBA retirement program will be open for up to twelve (12) employees, no more than three (3) of which retire in any one (1) quarter. If more than twelve (12) employees apply for enrollment into the program, selection will be accomplished on the basis of Department seniority only, excluding individual or personal factors. Any changes to the maximum number of employees who may apply for this program will require mutual agreement between the parties.
- I. At any given time that the collective cost of the VEBA retirement program exceeds 1.5% of base wages annualized, up to 0.75% from the Union and up to 0.75% from the City, the parties agree to reopen negotiations regarding a cost-sharing agreement, during which time, no new employees will be added that would cause the program to exceed 1.5%. Starting in 2016, if the annual cost of the VEBA program, including all retirees from previous years who are still receiving the VEBA contribution, is less than the first 0.75% from the Union, the percentage that is not needed will be reduced by that amount from the Union's 0.75% in the following year accordingly. The calculation will be provided by December 31st of the current year, after the deadline to apply for this retirement incentive program, December 1st of the current year, unless otherwise agreed to by the parties.
- J. A two percent (2%) per year escalator provision to the City's monetary contribution to the VEBA account for eligible participants will be established and become effective the first of the month following adoption of this Agreement for all current and future participants, and provided on January 1 in 2017, and 2018.

- K. 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.
- L. The deadline to apply for this retirement program is no later than 5:00 pm, December 1st of the current year, unless otherwise agreed to by the parties.
- M. The deadline to retire for approved employees is the end of the quarter of the following year identified for their retirement, unless otherwise agreed to by the parties. Payments will begin the first full month following retirement; provided that any employee who retires ahead of his/her planned retirement date will not receive the first payment until the first of the month following the approved retirement date based on the selection criteria set forth in paragraph H of this Article.
- N. Enrollees will sign an agreement that outlines the parameters, eligibility and terms of the retirement program.
- O. The Parties will reopen negotiations on this voluntary retirement benefit program in the event that State or national health care laws provide a retirement benefit option to police officers.

**APPENDIX A**  
**TACOMA POLICE UNION LOCAL #6**  
 Bargaining Unit

1. There shall be six (6) steps for Police Officer with six (6) months between steps 1-2, 2-3, 3-4 and one (1) year between the steps thereafter. There shall be two (2) steps for all other classifications, with six (6) months between steps.
2. Wages:

An annual wage increase of 100% of the June-to-June Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Bremerton area, shall be applied to the base wage of bargaining unit members with a minimum of one percent (1%) and up to a maximum of five percent (5%). In the event the wage increase is not sufficient to maintain the current first (1<sup>st</sup>) place ranking in the market, an amount shall be applied to the base wage rate that is necessary to maintain the current first (1<sup>st</sup>) place ranking in the market. For purposes of this provision and for this contract only, the comparables to be used for determining the market are the cities of Bellevue, Everett, Kent, Spokane and Vancouver, and the calculation of the net hourly wage shall be based on information publicly available as of July 31<sup>st</sup> of the year prior to the effective date of the wage increase. The net hourly wage shall be calculated for a ten-year patrol officer as follows:

1. Determine the net annual hours by subtracting annual vacation and holiday hours from annual scheduled hours.
  2. Determining annual compensation by totaling the annual base pay, longevity pay, and education pay.
  3. Determining net hourly compensation by dividing annual compensation (2 above) by the net annual hours (1 above).
- A. Retroactive to January 1, 2017, the base wage rates shall be increased by four and one-half (4.5%), an amount the parties agree maintains bargaining unit employees' first (1<sup>st</sup>) place ranking in the market. Retroactivity shall be paid to any member of the bargaining unit performing any bargaining unit work after January 1, 2017. The following table reflects this increase before the three-quarters of one percent (0.75%) of the bargaining units' salary is foregone for the Voluntary Employee Beneficiary Association (VEBA) Program as referenced in Article 35 of this Agreement:

Code	Title	1	2	3	4	5	6
42020	Police Officer	30.42	34.74	36.42	38.18	40.07	42.03
42040	Police Sergeant	48.41	50.84				
42070	Police Detective	44.01	46.20				

- B. Retroactive to January 1, 2018, the base wage rates shall be increased by three percent (3.0%), an amount the parties agree maintains bargaining unit employees' first (1<sup>st</sup>) place ranking in the market. Retroactivity shall be paid to any member of the bargaining unit performing any bargaining unit work after January 1, 2018. The following table reflects this increase before the three-quarters of one percent (0.75%) of the bargaining

units' salary is foregone for the Voluntary Employee Beneficiary Association (VEBA) Program as referenced in Article 35 of this Agreement:

Code	Title	1	2	3	4	5	6
42020	Police Officer	31.33	35.78	37.51	39.33	41.28	43.30
42040	Police Sergeant	49.86	52.36				
42070	Police Detective	45.33	47.59				

C. The parties agree that as of January 1, 2019, the 2018 base wages rates shall be increased by the amount resulting from the calculation above.

3. Longevity pay will be determined as set forth in Article 26 of this agreement.
4. Deferred Compensation: The City will match an employee's deferred compensation contribution to a maximum City contribution of \$192 per pay period.

**APPENDIX B  
TACOMA POLICE UNION LOCAL #6**

Tacoma Police Department Tuition Assistance Program

I. PURPOSE

The City of Tacoma recognizes the importance of continuing education to fully develop knowledge, skill, and abilities which will increase job performance and effectiveness. This policy has been established to provide an opportunity for Tacoma Police Local #6 members to obtain additional education or training that increases competencies and develops new skills. The program is limited to tuition only.

II. ADMINISTRATION

A. Tacoma Police Department's Tuition reimbursement funds shall be administered by the Department's Support Service Division.

III. POLICY

Pursuant to the Tacoma Police Union Local #6 labor contract with the City of Tacoma, the reimbursement rates shall remain in effect unless and until otherwise revised through negotiated contract change. Depletion of allocated tuition reimbursement funds will result in denial of requests for reimbursement.

Participation in the tuition program is voluntary off-work hours and in no case is to be made a condition of employment. There is no guarantee or promise of promotion or new assignment as a result of courses. Course attendance and preparation must be on the member's own time and MUST not interfere with the member's job.

A. COURSES: The city will reimburse members for only those courses identified within the guidelines of this policy.

1. Tuition reimbursement applies to graded credit courses sponsored by an accredited educational institution (technical college, community college, four-year college or university) Courses taken on an audit basis are not eligible for tuition reimbursement.
2. Each course must be approved individually. Blanket approval is not given for all courses required for a degree.
3. Tuition reimbursement is limited to 10 credit hours per school quarter or semester equivalent. Request for additional credit hours will require supporting written management recommendation.
4. Exclusions:
  - a. The tuition reimbursement policy does not apply to: non-credit, non-graded workshops, seminars or courses; credit courses taken on an audit basis; career assessment courses.



## B. ELIGIBILITY

1. Tuition reimbursement is available to any full-time permanent Tacoma Police Union Local #6 member. Tuition reimbursement is not available for first hire probationary Tacoma Police Officers hired on or after 1-1-98 or Police Officer Recruits.
2. A member must be on the active payroll at the time of application for tuition reimbursement through the date listed by the school as the closing date of the quarter or semester for which the reimbursement is requested.
3. If a member who has been approved for tuition reimbursement, transfers to another City department during the academic semester/quarter, the member will be ineligible for reimbursement.
4. A member taking a leave of absence for any purpose is not eligible for tuition reimbursement.

## C. APPROVAL

1. Application for tuition reimbursement requires approval by the Support Services Division Commander or designee.
2. To establish eligibility for tuition reimbursement, a member must obtain management approval and complete necessary paperwork for the course prior to the beginning of each quarter or semester. Receipts for tuition must be presented with requests for reimbursement.
3. Approval for reimbursement is dependent on the availability of funds. Funds are appropriated on a first come first serve basis. Undergraduate courses will take precedent over graduate courses.

## D. DISBURSEMENT

1. A grade slip or grade transcript must be presented to obtain reimbursement. Any fees associated with obtaining a transcript or grade certification are the responsibility of the member. To be eligible for tuition reimbursement, applicant must achieve passing grades.
2. Upon receipt of required documentation at the end of the quarter or semester, the member will be reimbursed for tuition as follows:
  - a. Technical and Community Colleges - up to 100 percent of the University of Washington undergraduate tuition rate.
  - b. Four Year Colleges and Universities - up to 100 percent of the University of Washington undergraduate tuition rate for undergraduate and graduate courses. Requests for reimbursement exceeding the above will require a written management recommendation. Resident tuition, less than the University of Washington rate, will be reimbursed at 100 percent of the lesser rate.
3. Members eligible for education expense reimbursement from other agencies or sources (i.e. veteran's aid, scholarships, fellowships, grants in aid, etc.) will receive up to 100 percent tuition reimbursement from the City reduced by the amount of reimbursement to the member from

these other funding sources. If a member receives up to 100 percent reimbursement from other funding sources the members is not eligible for reimbursement from the City.

4. Should a member enrolled in a course approved for reimbursement be forced to withdraw to City action beyond he member's control, the City will reimburse up to 100 percent for tuition which cannot be recovered by the member from the school.

## APPENDIX C

REGENCE MEDICAL			
Medical Benefit	PPO Preferred Network/Participating Network/ Out of Network	HDHP/HSA Preferred Network/Participating Network/ Out of Network	
<b>Deductible</b> (Amount the employee pays)	\$250 Individual (waived for office visits)	\$1,500 Individual	
	\$500 Family (waived for office visits)	\$3,000 Family	
<b>Coinsurance</b> (Employee share of the cost of a covered service - unless specified otherwise)	10%/ 40%/ 100%	20%/40%/100%	
<b>Copay</b> (Amount the employee pays)	\$20 office visit copay	N/A	
<b>Out-of-Pocket Maximum:</b> Includes deductible, Coinsurance and Copays (Amounts the employee pays)	\$1,500 Individual	\$3,000 Individual	
	\$3,000 Family	\$6,000 Family	
<b>Preventive Care</b> (Amount the employee pays)	0% / 0%/ 100% Not Subject to Deductible Non-Network Providers are not covered	0% / 0%/ 100% - Not Subject to Deductible	
<b>Professional</b> (Amount the employee pays)	After Deductible 0% / After Deductible 40% / 100%	After Deductible 20% / After Deductible 40%/ 100%	
<b>Emergency Room Copay</b> (Amount the employee pays)	After \$150 copay and Deductible 10% / 10% / 10% (Facility) After Deductible 0% / 0% /0% (Professional)	After Deductible 20%/20%/20% (Facility) After Deductible 20%/20%/20% (Professional)	
<b>Hospital Stay</b> (Amount the employee pays)	After Deductible 10% /40%/ 100% (Facility) After Deductible 0% / 40%/ 100% (Professional)	After Deductible 20% / 40%/ 100% (Facility) After Deductible 20%/ 40%/ 100% (Professional)	
<b>Outpatient Surgery</b> (Amount the employee pays)	After Deductible 10% / 40%/ 100% (Facility) After Deductible 0% /40%/ 100% (Professional)	After Deductible 20% / 40%/ 100% (Facility) After Deductible 20%/ 40%/ 100% (Professional)	
<b>Lab/X-Ray</b> (Amount the employee pays)	After Deductible 0% / 40%/ 100%	After Deductible 20% / 40%/ 100%	
<b>Vision Exam/Schedule</b>	No hardware	No hardware	
<b>Pharmacy</b> (Amount the employee pays)	100% coinsurance up to the following for a (30 day) supply:  Generic: \$5 Max  Brand - Formulary: \$35 Max Brand - Non-Formulary: \$60 Max  Specialty - Formulary: \$75 Max Specialty - Non-Formulary: \$150 Max  Mail Order - 90 days for 2 copays	Retail or Mail Order: Up to 90 day supply and up to 30 day supply for covered self-administrable injectable medication.  After Deductible 20% - member may be balance billed when non-participating pharmacy is used.  *Rx list includes drugs in certain categories that will not be subject to the plan deductible. It includes generic medications and formulary brand-name medications specifically designated for treatment of chronic diseases.	
<b>HSA IRS Annual Contribution Limits</b>	N/A	<b>\$3,450/\$6,900 (Employee Family)</b>	
<b>City Annual Contributions to Health Savings Account</b> (prorated per pay period)		Employee Only	Employee + Family
		<b>\$500 w/o Wellness</b>	<b>\$1,000 w/o Wellness</b>
		<b>\$1,250 with Wellness</b>	<b>\$2,500 with Wellness</b>
<b>Monthly Employee Premium Contributions</b> (Single/Family)	\$40 / \$80	\$40 / \$80	

## KAISER PERMANENTE

Medical Benefit	HMO (NEW)
	In Network
<b>Deductible</b> (Amount the employee pays)	\$100 - Individual \$200 - Family 4th Quarter Carryover
<b>Coinsurance</b> (Employee share of the cost of a covered service - unless specified otherwise)	N/A
<b>Copay</b> (Amount the employee pays)	\$10 Primary/ \$20 Specialist copay + Deductible
<b>Out-of-Pocket Maximum:</b> Includes deductible, Coinsurance and Copays (Amounts the employee pays)	\$1,500 Individual
	\$3,000 Family
<b>Preventive Care</b> (Amount the employee pays)	\$0
	Not subject to Deductible
<b>Professional</b> (Amount the employee pays)	\$10 Primary, \$20 Specialist copay + Deductible
<b>Emergency Room Copay</b> (Amount the employee pays)	\$150 copay + Deductible Note: only ER services are available out of network for HMO plan
<b>Hospital Stay</b> (Amount the employee pays)	\$100 copay x 3 days + Deductible
<b>Outpatient Surgery</b> (Amount the employee pays)	\$100 copay + Deductible
<b>Lab/X-Ray</b> (Amount the employee pays)	<u>Inpatient:</u> covered under Hospital Services <u>Outpatient:</u> \$0 + Deductible
<b>Vision Exam/Schedule</b> (Amount the employee pays)	Annual Exam: (1 visit every 12 months) \$10 copay, Deductible Waived
	(Amount the plan pays) \$150 Hardware Allowance (Every 12 months) - Deductible Waived
<b>Pharmacy</b> (Amount the employee pays)	Group Health (30 day supply): Generic \$5/ Preferred Brand \$25/ Non-Preferred Brand \$50  Mail order: 2x for 90 day supply
<b>Monthly Employee Premium Contributions</b> (Single/Family)	\$40 / \$80

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Tacoma  
A Municipal Organization

Tacoma Police Union, Local 6, I.U.P.A.

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

\_\_\_\_\_  
President

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

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

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

Approved as to form:

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

Attest:

\_\_\_\_\_  
City Clerk