

2021 – 2024

AGREEMENT

BY

CITY OF TACOMA

AND

PROFESSIONAL & TECHNICAL EMPLOYEES
LOCAL 17 (PROTEC17)

Tacoma Police Department
Non-Commissioned Management Unit

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LOCAL 17 (PROTEC17)
Tacoma Police Department
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**2021 – 2024
AGREEMENT**

BY AND BETWEEN

**THE CITY OF TACOMA
AND
THE PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17 (PROTEC17)
Tacoma Police Department Non-Commissioned Management Unit**

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and the PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17) (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 serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which it establishes 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 – SCOPE OF AGREEMENT

Section 1 The City shall not be required to take any action under this Agreement which is in violation of federal or state law, City Charter or the ordinances of the City of Tacoma.

Section 2 – Bargaining Over Mandatory Subjects. Except as permitted in this Agreement or by applicable law, the City will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The City will provide written notice (by letter and/or e-mail) of the proposed changes to the Union Representative or designee, and the Union will have fourteen (14) calendar days from the date of the notice to demand to bargain the change or impact of the change, as appropriate. Union demands to bargain must be submitted in writing (by letter and/or e-mail) to the Senior Labor Relations Manager or designee. In the event the Union does not submit a timely demand to bargain, the City may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the City’s control requiring immediate implementation, in which case the City will notify the Union as soon as possible.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

Section 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW, as last amended, for all employees in the following classifications, pursuant to PERC Case 132998-E-20, Decision 13442-A (PECB, 2021):

- A Police Financial Manager
- A Forensics Manager
- A Police Office Manager

Pursuant to Article VI of the City Charter and TMC 1.24.290, the above classifications are part of the Unclassified Service. Employees in this Unit are Appointive (at will) employees and as such serve at the pleasure of the Police Chief. The Police Chief has the ability to remove an employee from their position at any time.

Section 2.2 Bargaining units may be amended during the term of this Agreement where the Union has established that it represents a majority of employees in a classification to be added to the bargaining unit; majority status for representational purposes shall be determined through the procedures as set forth in Chapter 41.56 RCW.

Section 2.3 Those duties performed by employees within the bargaining units shall be assigned to a classification. Classifications and specifications shall be those in effect and approved by the Human Resources Director. Employees shall not normally be assigned duties foreign to their classification concept or specifications.

Section 2.4 The City will, in a timely manner, provide the Union the names and addresses of new hires into bargaining unit classifications.

ARTICLE 3 - JOINT LABOR COMMITTEE

Section 3.1 It is the intent that the Union carry out its responsibilities as a member of the Joint Labor Committee as provided in the Agreement between the Joint Labor Committee and the City (hereinafter called the Joint Labor Agreement). Nothing contained in this Agreement shall be interpreted to give to said Joint Labor Committee any responsibility or authority extended to the Union as the exclusive bargaining representative by Chapter 41.56 RCW as last amended except as provided in the Joint Labor Agreement.

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to effect this end.

ARTICLE 4 - UNION MEMBERSHIP AND DUES DEDUCTION

Section 4.1 The City will inform new bargaining unit employees of the Union's exclusive representation status. Consistent with R.C.W. 41.56.037, the City will provide union access to new employees entering the bargaining unit within ninety (90) days of hire. The City will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual worksite or a mutually agreed upon location.

Section 4.2 The City agrees to deduct from the pay of each employee, who has so authorized it, the Union initiation fees, monthly dues, and assessments as certified by the Union. The City will rely on information provided by the Union regarding the authorization and revocation of deductions, and the Union will provide such information to an email address provided by the City. Upon receiving notice of the employee's authorization from the Union, the City will deduct from the employee's pay membership dues and remit the same to the Union no later than the second payroll cycle following receipt of the authorization. The amounts deducted shall be remitted monthly by the City to the Union on behalf of the employees identified by the Union as authorizing deduction(s). The Union shall provide the City with at least one full pay period notice of any change in the amount of Union monthly dues and assessments. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of Union monthly dues or assessments.

Upon receipt of an employee request for authorization of payroll deduction of Union monthly dues or assessments, the City will forward the request to the Union electronically within two weeks. The City will take no action upon receiving an employee request until receiving confirmation from the Union to begin deductions.

The employee's authorization will remain in effect until expressly revoked by the employee by written notice to the Union in accordance with the terms and conditions of the authorization. The cancellation will become effective no later than the second payroll cycle after receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.4 The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of 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 legitimate disciplinary action against employees consistent with applicable sections of the Tacoma Municipal Code; (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, personnel rules, and the terms of this Agreement.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1 Pursuant to RCW 41.56 there shall be no discrimination against Union members or Union officers. Under no circumstances shall the Tacoma Police Department discriminate against an employee covered under this Agreement, including a discriminatory dismissal, for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

Section 6.2 Authorized representatives of the Union 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 conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 6.3 The Union shall have the right to appoint up to one (1) Steward under the terms of this Agreement. The Steward shall ensure that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours. The Union shall provide the City with the name of the current Steward.

Section 6.4 - Bulletin Board The City agrees to provide a suitable space for postings by the Union. Such postings to be confined to official business of the Union. The Union may provide its own bulletin board for its exclusive use. In such case the City will determine which City worker(s) will install the Union bulletin board.

Section 6.5 – Use of Services and Equipment Union Officers and Stewards may make de minimis use of City email, telephones, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. Except as permitted in this Section, City-owned or provided equipment, service or supplies may not be used for conducting internal Union Business.

Section 6.6 – Negotiations The City shall pay up to any one (1) bargaining unit employee their regular rate of pay to attend formal negotiations between the City and the Union, during the employees' normal work hours, up to a maximum of eighty (80) hours total.

ARTICLE 7 – BENEFITS

Section 7.1 The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire with the expiration of the Joint Labor Agreement. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be “status quo” for the year following the expiration of the Joint Labor Agreement in effect at the time.

Items covered by Appendix B may be grieved through this collective bargaining agreement, except those items challenging the interpretation or application of the Joint Labor Agreement provisions which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

Section 7.2 - Medical Plans

An employee who is in this bargaining unit as of January 1, 2022 and enrolled in the Vacation/Sick Plan, will be allowed to make a permanent transfer into the Personal Time Off Plan during a future Open Enrollment period. All other employees in this bargaining unit shall be on the Personal Time Off plan as described in Section 1.12.248 of the Tacoma Municipal Code.

Section 7.3 - Holidays

All employees in this bargaining unit shall have five (5) mandatory holidays: New Years' Day, Memorial Day, Fourth of July, Thanksgiving and Christmas, and will receive eight (8) hours holiday pay for each day. They will also receive a holiday leave bank of sixty-four (64) hours (which includes two floating holidays), which can be used in hourly increments with prior management approval. This will amount to a total of one hundred and four (104) hours of holiday pay per year.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 A grievance is hereby defined as an alleged violation, misapplication, or misinterpretation of a specific Article of this Agreement that is brought by the aggrieved employee and/or the Union to the attention of the other party within fifteen (15) working days of the time the grieving party first became aware of the alleged violation. Regarding Article 10, Rights Related to Appointed Status – Investigations, only claims of failure to follow the procedural elements as outlined in that Article 10, not any decision to discipline, and only for suspensions and terminations for disciplinary reasons, may be processed under this Grievance Article, up to and including Step 3. Working days referred to in this Article shall be defined as Monday through Friday with the exclusion of holidays recognized by the Employer. Grievances shall be processed 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 Police Chief, with a copy to the City’s Labor Relations office. The Assistant Police Chief 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 Step 2 shall contain the following information:

1. A statement of the grievance and the facts upon which it is based;
2. The alleged violation of this Agreement,
 - a. citing the specific Article and/or Section and
 - b. how that Article and/or Section is alleged to have been violated;
3. The remedy or adjustment sought; and
4. The signature of the aggrieved employee or Union Representative.

Step 2 If the grievance is not resolved at Step 1, the Union may submit the grievance in writing to the Police Chief within fifteen (15) working days of receipt of the Assistant Police Chief's decision, with a copy to the City's Labor Relations office. The Police Chief shall render a written decision within twenty (20) working days of receipt of the grievance.

Step 3 If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the City's Human Resources Director ("HR Director") within fifteen (15) working days of receipt of the Police Chief's decision, with a copy to the City's Labor Relations office. Thereafter, the HR Director or designee shall meet with the grievant and the Union representative involved within fifteen (15) working days of receipt of the Union's grievance if schedules can be so arranged, but in no event longer than thirty (30) working days unless otherwise mutually agreed. If no agreement is reached, the HR Director or designee shall submit a written response to the Union within twenty (20) working days following the meeting. Claims of failure to follow the procedural elements as outlined in Article 10, Rights Related to Appointed Status – Investigations, for suspensions and terminations for disciplinary reasons, shall not be grieved beyond this Step 3.

Step 4 Non-disciplinary grievances not resolved may be referred to arbitration by either party to this Agreement. Either party may give written notice to the other of its intention to arbitrate within thirty (30) working days following completion of the steps listed above. The Union shall give such written notice to the Police Chief and the City's Labor Relations office. The City shall give such notice to the representative designated by the Union. Within ten (10) working days of the request to arbitrate, a representative of the Union and the Employer shall attempt to agree on a neutral arbitrator. If unable to reach agreement, within ten (10) working days, the party requesting arbitration shall request a list of seven (7) arbitrators with primary offices in Washington or Oregon from the Public Employment Relations Commission or Federal Mediation Conciliation Service (FMCS). Upon receipt of the list both parties shall, within ten (10) working days, alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. The party requesting arbitration 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 the City, the Union, and employees represented by the Union and covered by this Agreement. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

Section 8.2 Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own attorneys, representatives and witnesses.

Section 8.3 The parties may mutually agree to submit any grievance to mediation, prior to Section 8.1, Step 4, above. Each party shall bear the expense of its own representation and all other expenses incidental to the mediation shall be divided equally. A party must give notice of its interest in mediation to the other party within fifteen (15) working days of the last Step response, and the other party will provide notification to the requesting party as to whether it agrees to mediation within fifteen (15) working days of receipt of the request. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the City.

ARTICLE 9 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union. The Union will not authorize nor will employees participate in a strike, work stoppage, or slowdown, during the term of this Agreement or during negotiations for a subsequent Agreement. The City will not engage in a lockout during the term of this Agreement or during negotiations for a subsequent Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage, or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure provided for herein.

ARTICLE 10 - RIGHTS RELATED TO APPOINTIVE STATUS - INVESTIGATIONS

Section 10.1 Employees in this Unit are Appointive (at will) employees and as such serve at the pleasure of the Police Chief.

Section 10.2 An internal investigation shall be conducted prior to suspending or terminating a bargaining unit employee from employment for disciplinary reasons. As part of the investigation, the Employer may require the employee to answer questions involving matters under investigation. The employee will be afforded all rights and privileges to which at-will employees are entitled under the laws of the State of Washington and/or the United States.

Section 10.3 The employee shall be entitled to have a Union representative present at any meeting held by the Employer to investigate any disciplinary action.

Section 10.4 The Employer may place an employee on paid administrative leave pending an investigation.

Section 10.5 The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect and request a copy of the contents of the employee's personnel file(s). No disciplinary document may be placed in the personnel file(s) without the employee first having been notified of said document and given a copy. An employee who disagrees with the content of any disciplinary document placed in their personnel file(s) shall have an opportunity to place a rebuttal statement in their personnel file(s).

Section 10.6 Only claims of failure to follow the procedural elements as outlined in this Article, not any decision to discipline, and only for suspensions and terminations for disciplinary reasons, may be processed under the Grievance Article of this Agreement, up to and including Step 3.

ARTICLE 11 - WORKING CONDITIONS

Section 11.1 – Reimbursement of Business Travel Expenses Reimbursement of business travel expenses, including board and lodging, shall be furnished to all employees in accordance with the City's "Travel Policy and Procedures." Rates will be adjusted in accordance with the changes to the City policy.

Section 11.2 - Layoff Any layoffs necessary in this bargaining unit will be made pursuant to the City of Tacoma Policy 3.01, Layoff of Classified/Permanent Employees, to the extent this policy applies to employees in permanent, unclassified (appointive) positions.

Section 11.3 - Certification Renewals, and Dues and Fees for Professional Organization Membership With prior approval by an employee's manager or designee, an employee shall be reimbursed for the renewal fees for a certification, and dues and fees for membership in professional organizations, which, in the exclusive determination of the Police Chief or designee, are directly related to the employee's job duties, of value to the Department, and fiscally prudent, after taking into account budgetary considerations.

ARTICLE 12 - WAGES

Section 12.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Official Code of the City of Tacoma.

Section 12.2 The wage scales found in Appendix A shall prevail for bargaining unit employees employed in the listed classifications.

Section 12.3 Employees in this bargaining unit are categorized as "Class D" employees who will not receive overtime compensation or compensatory time off. These are positions having work assignments, unpredictable or irregular hours and are salaried employees. As such, deductions of less than eight (8) hours for sick leave, vacation, or leave without pay will not be made, in accordance with Section 1.12.020 of the Tacoma Municipal Code.

ARTICLE 13 - SAFETY STANDARDS

Section 13.1 All work shall be done according to industry standards.

Section 13.2 The City and the Union mutually agree that safety standards shall be complied with, as outlined in applicable law and/or regulations at the federal, state, City, and department level.

ARTICLE 14 – CALEA RECOGNITION PAY

Bargaining unit employees who are employed as of the date of City Council approval of this Agreement, in the first pay period thereafter, and in the first pay period of each subsequent year of this contract that the Tacoma Police Department remains CALEA accredited, shall receive a lump sum payment in the amount of five hundred dollars (\$500) in recognition of their assistance in the Tacoma Police Department CALEA accreditation and successful maintenance of the accreditation.

ARTICLE 15 - LABOR/MANAGEMENT COMMITTEE

Section 15.1 A Labor/Management Committee (LMC) shall be maintained consisting of two (2) members of Labor, including the Union Representative or a designee, and one (1) bargaining unit employee appointed by the Union; and the City’s Labor Negotiator, and one (1) person from Management appointed by the Chief of Police.

Section 15.2 Either Party may request a meeting. The Party requesting the meeting shall provide the other Party with a written agenda no later than one week before a scheduled meeting.

Section 15.3 The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern in a timely and efficient manner but shall not be used to discuss negotiable issues unless both Parties agree.

ARTICLE 16 - SUBCONTRACTING

Section 16.1 The City shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the sole right to manage its operations and direct the work force, which specifically includes the right to determine whether and to what extent any work shall be performed by permanent employees.

Section 16.2 A minimum of thirty (30) calendar days prior to subcontracting of bargaining unit work, the City will notify the Union in writing.

Section 16.3 Upon written request by the Union within fourteen calendar days of the notification referenced in 13.2 above, the City will bargain such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 17 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the date the parties ratify this Agreement, to and including December 31, 2024, provided however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification may begin in the final year of the Agreement by mutual agreement, and in no event later than ninety (90) days prior to the expiration of this Agreement.

ARTICLE 18 - SAVING CLAUSE

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

ARTICLE 19 - EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

EXECUTED IN TACOMA, WASHINGTON THIS _____ DAY OF _____, 2023.

CITY OF TACOMA

Professional and Technical Employees,
Local 17 (PROTEC17)

City Manager

Executive Director

Police Chief

Union Representative

Division Manager, Labor Relations

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX A

**PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
Tacoma Police Department Non-Commissioned Management Unit**

Section 1 – 2021 and 2022 Wages

Bargaining unit employees who are employed as of the date of ratification by the Union of this Agreement will receive the following:

- A. 2021: Bargaining unit employees will receive a general wage increase of one percent (1.0%).
- B. 2022: Bargaining unit employees will receive a general wage increase of two percent (2.0%).
- C. The increases in paragraphs (A) and (B) above shall be effective and retroactive to October 19, 2022, the date of the Parties’ execution of a Christie Agreement.
- D. As of the first full pay period after the Agreement’s execution date, bargaining unit employees shall receive a one-time lump sum payment of five thousand dollars (\$5,000).
- E. The 2022 Salary Table. The following 2022 salary table shall be effective and retroactive to October 19, 2022, the date of the Parties’ execution of a Christie Agreement. Salary step placement for employees in the bargaining unit as of the date this Agreement is executed shall be in accordance with the Tacoma Municipal Code’s Compensation Plan.

2022 Salary Table, Effective and Retroactive to October 19, 2022								
Code	A	Job Title	1	2	3	4	5	6
4216	A	Police Financial Manager	45.59	47.87	50.26	52.77	55.41	58.18
4217	A	Police Office Manager	36.90	38.75	40.69	42.72	44.86	47.10
4215	A	Forensics Manager	48.77	51.21	53.77	56.46	59.28	62.24

Section 2 – 2023 and 2024 Wages

- A. The following 2023 salary table shall be effective and retroactive to January 2, 2023:

2023 Salary Table, Effective and Retroactive to January 2, 2023											
Code	A	Job Title	1	2	3	4	5	6	7	8	9
4216	A	Police Financial Manager	58.03	60.93	63.97	67.17	70.53	74.06	77.76	79.70	81.70
4217	A	Police Office Manager	34.98	36.72	38.56	40.49	42.51	44.64	46.87	48.04	49.24
4215	A	Forensics Manager	50.72	53.26	55.92	58.71	61.65	64.73	67.97	69.67	71.41

- B. Effective and retroactive to January 2, 2023, employees will be placed in the 2023 salary scale in the step nearest, but not below, their current rate of pay. In addition, employees will receive a one-time, lump sum payment in an amount that represents the difference between the annual salary in their initial placement and the value of a 5 percent (5.0%) annual wage increase.

C. Effective January 1, 2024, the salary scale for all classifications shall increase by two and three-quarter percent (2.75%).

2024 Salary Table, Effective January 1, 2024											
Code	A	Job Title	1	2	3	4	5	6	7	8	9
4216	A	Police Financial Manager	59.63	62.61	65.74	69.03	72.48	76.10	79.90	81.90	83.95
4217	A	Police Office Manager	35.94	37.74	39.63	41.61	43.69	45.87	48.16	49.36	50.59
4215	A	Forensics Manager	52.10	54.70	57.44	60.31	63.33	66.50	69.83	71.58	73.37

Section 3 Employees in this bargaining unit are not eligible for longevity pay.

APPENDIX B

This Appendix expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the City of Tacoma and Tacoma Joint Labor Committee 2023-2024 Collective Bargaining Agreement:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon receiving notice of an employee's authorization from the Union, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ENUMERATION OF BENEFITS

6.1 Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums.

Employees selecting employee-only coverage will contribute \$50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$100 per month towards the premium costs of medical insurance.

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

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

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

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

- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
- b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

6.3 Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.4 Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.4.4 Dual Coverage Wellness Credit - If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements for the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contribution for medical insurance coverage.

6.5 Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of

alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if he/she should lose their alternative medical, dental and vision coverage.

6.6 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

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

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

6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

6.8.1 Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

- 6.9** On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:
- 6.9.1** In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.
 - 6.9.2** For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.
 - 6.9.3** Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.
 - 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
 - 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
 - 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
- 6.11.1** Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious

organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

- a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- b. Review all Health Trust Fund/Flex Account balances.
- c. Review experience reports.

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

6.16 Meal allowances may be paid to employees pursuant to TMC Section 1.12.195 and the applicable collective bargaining agreement covering an individual member union of the Joint Labor Committee. Meal allowances shall be \$18 per occurrence unless an applicable collective bargaining agreement covering an individual member union provides for a higher amount.

Index of Letters of Agreement/Understanding
Professional and Technical Employees
Local 17 (PROTEC17)
Tacoma Police Department Non-Commissioned Management Unit

Date

1. VEBA LOA

January 13, 2022

**Letter of Agreement
By and Between
CITY OF TACOMA
And
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
Tacoma Police Department Non-Commissioned Management Unit**

Subject: VEBA

The City of Tacoma (City) and the Professional and Technical Employees Local 17 (PROTEC17) ("Union or PROTEC17") (collectively, "the Parties"), enter into this Letter of Agreement ("LOA") and agree as follows.

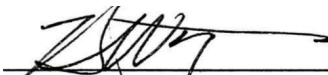
The bargaining unit members covered by the PROTEC17 Tacoma Police Department Non-Commissioned Management Unit are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997, and in accordance with the provisions of the Tacoma Municipal Code (TMC) Section 1.12.229.

That is, an employee eligible under TMC 1.12.229 1.2. who has a sick leave balance shall have a VEBA deposit equal to twenty-five percent (25%) of accrued sick leave hours, with a minimum deposit of one hundred dollars (\$100.00).

This participation in the VEBA program will terminate effective January 1st of any year in which changes to federal or state law make it possible that participation in the program will result in a tax or penalty on amounts contributed.

This LOA is effective as of the date of the last signatory listed below. Either Party may cancel this LOA with sixty days' notice to the other Party.


For the Professional and Technical
Employee, Local 17 (PROTEC17):



 Brent Wagar
 Union Representative

11/24/2021
Date

For the City of Tacoma:



 Elizabeth Pauli
 City Manager

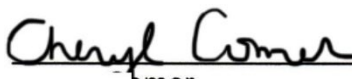
1/13/2022
Date



 Dylan Carlson
 Senior Labor Relations Manager

January 12, 2022
Date

Approved as to form:



 Cheryl Comer
 Deputy City Attorney

1-12-2022
Date