

**2015 – 2018**

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY OF TACOMA**

**And**

**TACOMA FIREFIGHTERS UNION**

**LOCAL #31**

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**2015 – 2018  
ADDENDUM AGREEMENT  
To The  
LABOR-MANAGEMENT  
MASTER AGREEMENT  
By and Between**

**CITY OF TACOMA  
and  
TACOMA FIREFIGHTERS UNION LOCAL #31**

**PREAMBLE**

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the Employer) and TACOMA FIREFIGHTERS UNION LOCAL #31 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

The Employer 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 Employer. 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 Employer 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- SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable State law, the City Charter and City Ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State law, City Charter, or City Ordinances are paramount and shall prevail, provided that, where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.

**ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees employed within the bargaining unit defined by the classifications listed in Appendix A, which shall form a part of this Agreement.

### **ARTICLE 3 - JOINT LABOR COMMITTEE**

**Section 3.1** It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various Unions that have been recognized as collective bargaining representatives by the Employer. To this end, the Employer agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the Employer and the Joint Labor Committee shall have the same effect as notices exchanged directly between the parties to this 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 affect this end.

### **ARTICLE 4 - UNION MEMBERSHIP AND DUES**

**Section 4.1** 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. 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 toward the administration of this Agreement. 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 4.2** The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the 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. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer within thirty (30) days' notification of the Union's intent to initiate discharge action, and during this period, the employee may make restitution in the amount that is overdue.

**Section 4.3** As it pertains to Section 4.1 and 4.2 the Union agrees to indemnify and hold harmless the Employer from any action arising from the termination of an employee if such termination was caused by the Union's error or neglect.

**Section 4.4** The Employer 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 parties hereto and may be revoked by the employee upon request and the Union so notified. The Union recognizes that this is a service provided by the Employer. The Union shall provide the Employer 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 Employer from any action arising from this section unless caused by the Employer's error or negligence.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 5.1** 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 26 Disciplinary Procedures 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:

**Informal** Employees are strongly encouraged to first discuss the alleged grievance with their director supervisor.

**Step 1** The Union shall first present the grievance in writing setting forth relevant facts including the alleged violation and the resolution requested to a Deputy Chief, who shall review the grievance and render a written decision within ten (10) working days of receipt of the grievance.

**Step 2** If the grievance is not resolved at Step 1, the Union may submit the grievance in writing to the Fire Chief within ten (10) working days of receipt of the Deputy Chief's decision. The Fire Chief, after consulting with the Human Resources Director or designee, shall render a written decision within ten (10) working days of receipt of the grievance.

**Step 3** If the grievance is not resolved at Step 2; the Union may submit the grievance to the City Manager or designee within ten (10) working days of receipt of the Fire Chief's decision. The City Manager or designee shall submit a written decision within ten (10) working days of receipt of the grievance.

**Step 4** If the grievance is not resolved at Step 3, the Union may, within thirty (30) calendar days from the completion of Step 3, give written notice to the Employer of its intent to submit a grievance to arbitration. Within ten (10) working days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall immediately request a list of seven (7) arbitrators from the American Arbitration Association. 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 5.2.** 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 5.3.** 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 6 - WORK STOPPAGES**

The Employer 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 7 - MANAGEMENT RESPONSIBILITY**

Subject to the specific provisions of this Agreement and pursuant to RCW 41.56, the Employer retains the right to operate and manage all staffing, facilities and equipment; to determine the utilization of technology; to establish and modify the organizational structure; to contract for goods and services not presently performed by bargaining unit members; to hire, promote, transfer, assign, retain and lay off employees; to direct and determine the number of personnel; to

establish work schedules within the recognized hours of work and work schedules; to suspend, demote, discipline or discharge for just cause; to maintain the efficiency of the operation entrusted to the Employer.

## **ARTICLE 8 - UNION PRIVILEGES**

All rights and privileges relative to wages, hours and working conditions held by the employees at this time even though not identified in this Agreement shall remain in full force and effect unless changed within the provisions of RCW 41.56.

## **ARTICLE 9 - UNION BUSINESS**

**Section 9.1** Representatives of the Union shall be allowed to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievance. Such visitation shall not interfere with the normal operations of the Employer and the Union representative will notify the on-duty supervisor of the purpose of the visit.

**Section 9.2** Union Leave of Absence Time off duty to attend the following meetings will normally be granted to the president or business agent or an authorized representative of the Union without loss of pay:

- A. When attending Joint Labor Committee meetings where business of the City of Tacoma is directly involved providing notice of such meeting shall be given at least twenty-four hours (24) prior thereto to the Chief of the Fire Department by the Union, and in the absence of the Chief, to his/her Deputy Chief or the ranking supervisory officer, and in case of emergency, such meetings may be held without such twenty-four hour (24) notice but upon notice to the officer as above provided.
- B. When attending Union meetings, when such meetings are called at the request of the Employer or its duly authorized representative.
- C. In case of contract negotiations when such negotiations are carried on with the Employer and when Fire Department salaries are discussed by the City Council at its public hearings on the annual budget.
- D. Any other meeting other than those referred to in A, B, and C, that the Fire Chief or his/her representative would deem necessary or appropriate.
- E. The Union shall provide the department a quarterly list of all meetings attended under this section.

**Section 9.3** Attendance at Union meetings while on-duty , with the permission of on-duty Battalion Chiefs, executive board members may be allowed to attend local Union meetings while

they are on duty, provided their absence does not reduce the staffing level established for that particular shift.

**Section 9.4** A copy of this Agreement shall be posted in a conspicuous place in each fire station. Union Bulletin Boards: the Employer agrees to provide suitable space for the Union bulletin board in each fire station or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

**Section 9.5** Local, state and national union officers employed within the Fire Department will be allowed reasonable shift trades and work replacements beyond normal Fire Department guidelines. Such officers will be required to maintain training and appropriate certifications at all times. Notification to the Battalion Chief should normally be made as soon as possible but no later than 06:15 hours on the scheduled work day.

**Section 9.6** During each calendar year the Fire Chief will convene meetings with Local 31 members; meals and/or refreshments will be provided by the Department at these meetings. The meetings will include, but not limited to, such things as reporting the accomplishments of the previous year, the state of the Fire Department, major Departmental issues and initiatives, graduation for recruits and paramedic academies, and promotional and awards ceremonies. The Fire Chief may require that dress uniforms are required at these meetings.

**Section 9.7 Use of Fire Department Equipment** Upon written request to the Fire Chief the Union shall be able to use Fire Department equipment only for memorial and approved charitable events. The use of said equipment may not interfere with department operations.

## **ARTICLE 10 - SAFETY STANDARDS**

**Section 10.1** All work shall be done in a competent and professional manner.

**Section 10.2** The Employer and the Union mutually agree that those applicable safety standards as outlined in federal, state, city and department regulations legally binding upon the Employer shall be complied with within a reasonable length of time or the time designated by any applicable state or national safety standards.

**Section 10.3** The Employer and the Union further agree that employees shall use safety equipment as provided and as required by applicable safety standards, and the parties agree to cooperatively attain that end.

**Section 10.4** There shall be a Labor-Management Safety Committee consisting of equal representation of the Employer and the Union. This committee shall meet at least each quarter or more often as agreed to discuss matters concerning health and safety. The committee shall make its findings and recommendations to the Employer.



## **ARTICLE 11 - COMPENSATION PLAN**

**Section 11.1** The Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code 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.

**Section 11.2** The current practice of paying employees a constant bi-weekly amount equal to 1/26th of annual wages shall continue rather than varying the wages based on the actual number of hours worked in each pay period.

## **ARTICLE 12 - HOURS OF WORK**

**Section 12.1 Operations:** The average regularly scheduled work week for personnel assigned to the twenty-four (24) hour shift shall be forty-six and one tenth (46.1) hours per week in a twenty-eight (28) day cycle. The shift shall consist of one twenty-four (24) hour shift on duty, forty-eight (48) hours off; one twenty-four (24) hour shift on duty, ninety-six (96) hours off, with the assignment of eight (8) scheduled debit shifts and one (1) unscheduled debit shifts per calendar year. A half-shift will be twelve (12) hours. With the exception of Battalion Chiefs , whose shifts begin at 0630 hours and end at 0630 hours the following day, and Safety Lieutenants whose shifts begin at 0615 hours and end at 0630 hours the following day, all other personnel assigned to the twenty-four (24) hour shift shall begin their shift at 0700 hours.

**Section 12.2 Operations:** Effective July 1, 2005 the one (1) unscheduled debit shift will be canceled with one (1) holiday shift by all twenty-four (24) hour shift personnel. This will normally be done the first payroll in January.

**Section 12.3 Recruit Class:** The hours shall be forty-six and one-tenth (46.1), with one hour for lunch. An additional one half (1/2) hour per week may be for counseling as needed, without overtime compensation.

**Section 12.4 Fire Communications:** The average regularly scheduled work-week shall be forty (40) hours in a twenty-eight (28) day cycle. The shift shall consist of one twenty-four (24) hour shift on duty, forty-eight (48) hours off; one twenty-four (24) hour shift on duty, ninety-six (96) hours off, with Kelly (K) days scheduled to reduce the work hours to an average of forty hours per week. The shift shall commence at 0700 hours each day.

### **Section 12.5**

- A. All other personnel who are members of the bargaining unit and not assigned to a 24 hour shift in either Fire Communications or Operations may work either the 9/80 shift, the 4/10 shift or the 5/8 shift. The hours of work for the 9/80 shift shall be as follows: 7:30 a.m. to 5:00 p.m., Monday through Thursday; 7:30 a.m. to 4:00 p.m. Friday with every other Friday off. The hours of work for the 4/10 shift shall be as follows: 7:00 a.m. to 5:30 p.m., Monday through Thursday or Tuesday through Friday. The hours of work for the 5/8 shift will be 7:30 a.m. to 4:00 p.m., Monday through Friday.

- B. The Captain of Training and the Deputy Fire Marshall's hours shall be such as to ensure the staffing of their respective offices.
- C. Any change of shift shall require the prior approval of the Assistant Fire Chief of Training or Fire Prevention. Shift changes will be dependent on the ability of the Division to provide adequate levels of coverage and to maintain productivity. Any shift change must be accomplished so as not to incur any overtime liability on the part of the department.

**Section 12.6** Any variation to the above recognized shifts may be made upon mutual consent of both parties.

**Section 12.7**

- A. Fire Inspectors shall receive a minimum of two (2) hours pay at the double time rate when called out outside of the employee's regular shift. In the event the call out exceeds two (2) hours, the Inspector shall receive time and one half (1 1/2) for those hours in excess of two (2).
- B. Fire Inspectors scheduled to work on the Holidays specified in Section 13.4 shall receive a day off in lieu of the scheduled holiday. An employee so scheduled will be required to respond to all emergencies during the hours of 7:30 a.m. and 5:00 p.m.; if called out during those hours the employee will not receive any call-out pay or overtime compensation as set forth in Section 12.7.A above, for any work performed during said hours.
- C. Fire Inspectors assigned to Stand-by by the Deputy Fire Chief will receive three dollars (\$3.00) per hour for hours so assigned. In order to be eligible for such pay the assigned employee shall be required to be in telephonic communication with the department and shall be available to respond to an emergency scene within thirty (30) minutes of notification. Employees will be subject to call out during all hours for which they are receiving standby pay. If an employee is called out the appropriate overtime rate will be paid from the time the employee leaves for the assignment until the assignment ends. The employee will not receive standby pay during the period of time he/she is receiving overtime.

**Section 12.8** Schools, drills, inspections and all other routine work will be performed between the hours of 7:00 am and 5:00 PM. Battalion Chief's inspections, special schools, or company conferences may be held between the hours of 7:00 am and 5:00 PM. In addition, they may be held between the hours of 7:00 PM and 10:00 PM, but not more than four times per month, per shift. Except as specified above, the hours between 5:00 PM and 7:00 am shall be considered emergency standby for the purpose of emergency response. Except in an emergency situation, the Fire Chief or Deputy Fire Chief, Operations, will notify the Union in advance of a planned special school which is intended to be held between the hours of 7:00 and 10:00 PM. At the request of the Union, Fire Administrative staff shall meet to discuss the planned special school with the Union.

**Section 12.9** Maintenance to apparatus and equipment necessary to maintain a readiness condition may be performed outside of the routine work schedule.

**Section 12.10** All routine and emergency activities shall be performed on Sundays and holidays except that no building inspections, schools or drills will be performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day unless in the company officer's view the efficiency of the company is adversely affected by not drilling.

**Section 12.11** Debit days will not be assigned on July 4, Thanksgiving Day or Christmas Day.

**ARTICLE 13 - STANDARD WORKING CONDITIONS**

**Section 13.1 - Vacations** Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

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

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Hours Accrued</u>	<u>24 hr. Shifts Accrued Leave</u>
0 - 3 .....	3.69 .....	96 .....	6
4 - 7 .....	4.60 .....	120 .....	7.5
8 -13 .....	5.22 .....	136 .....	8.5
14 -18 .....	6.14 .....	160 .....	10
19 .....	6.45 .....	168 .....	10.5
20 .....	6.76 .....	176 .....	11
21 .....	7.07 .....	184 .....	11.5
22 .....	7.38 .....	192 .....	12
23 .....	7.69 .....	200 .....	12.5
24 .....	8.00 .....	208 .....	13
25 .....	8.31 .....	216 .....	13.5
26 .....	8.62 .....	224 .....	14
27 .....	8.93 .....	232 .....	14.5
28 .....	9.24 .....	240 .....	15

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 Employer and, as far as practicable, the preferences of the employees. No employee may take more than one year's accrual in any one calendar year without the express approval of the Chief.
4. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.

**Section 13.2 - Sick Allowance** Sick allowance with pay shall be as provided in Section 1.12.230 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period for each calendar month of service. There is no limit to the number of sick leave hours 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 their 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 their sick leave accruals, up to a maximum accrual of 1920 hours or one hundred twenty (120) days.
- C. Twenty-four (24) hour shift personnel shall be debited sick leave at a ratio of sixteen (16) hours for each twenty-four (24) hour shift off.
- D. For all other 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 13.3 – On-the-Job** 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 Section 1.12.090 of the Tacoma Municipal Code and the Joint Labor Agreement.

A LEOFF II employee separated from City service due to an injury or illness shall be reinstated provided the employee is mentally and physically fit to perform the duties of the position.

**Section 13.4 - Holidays** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code and Joint Labor Agreement. Section 1.12.200 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.

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)

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.

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.

Twenty-four (24) hour employees shall receive six (6) shifts off per year in lieu of the twelve (12) recognized holidays.

The twelve (12) recognized holidays will equal ninety-six (96) hours for forty hour employees.

**Section 13.5 – Personal Time Off (PTO)**

- A. During periodic City open enrollment or conversion periods, all Fire Battalion Chiefs (CSC 4004), Fire Communications Center Supervisors (CSC 4103) and Fire Medical Services Officers (CSC 4008) shall have the option – at his or her sole discretion – to elect to convert from traditional sick/vacation leave plans to the City's PTO plan. Election shall be irrevocable for the employee once he or she chooses to convert to and participate in the City's PTO plan as provided in Tacoma Municipal Code (TMC) 1.12.248.
- B. Any employee who had been previously hired subject to the provisions of the PTO plan, who later becomes represented by this Union shall be able to elect to remain on the PTO plan or convert to the sick/vacation leave plans in the following manner:

Returned forms indicated a desire to convert to the traditional sick/vacation leave plans will prompt the necessary changes to the employee's record at the beginning of the following pay period. Sick leave will begin to accrue at the rate of 3.69 hours per pay period. Vacation leave will accrue per the vacation accrual schedule as provided in TMC 1.12.220.

**Section 13.6 Medical and Hospital Insurance** - Medical and hospital insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement, provided, that a choice of at least two plans for such coverage shall be offered as required by law. Employees and their families, including all dependent children up to the age of 26 will be provided with medical and hospital insurance coverage including major medical as provided in the aforementioned City Code at the Employer's expense. The Employer agrees to abide by the Firefighters Disability and Retirement Board standards set down by State law for all employees covered under this Agreement, hired prior to October 1, 1977.

**Section 13.7 Group Life Insurance** - Group life insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement. The Employer will pay fifty 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 equal to one times his annual salary rounded to the next highest thousand dollars.

**Section 13.8 Dental Insurance** - Dental insurance shall be as provided in Section 1.12.110 of the Tacoma Municipal Code and the Joint Labor Agreement.

**Section 13.9** The City agrees to deduct from the paycheck of each LEOFF II officers' and contribute \$75.00 per month, and will promptly transfer said amount to the State Fire Fighters Post Retirement Trust for the sole purpose of establishing a Retiree Medical Savings Plan account for each employee. This shall be part of compensation for pension calculations.

These contributions constitute the entire obligation of the city with respect to funding the Trust Fund. To the extent the Trust Fund should be insufficient to cover all retiree health insurance premiums, fund administration, or related costs, the Association acknowledges and agrees that the City is not responsible and the Trust will be solely responsible.

Upon retirement of an employee, the Employer shall make contributions into the WSCFF Employee Benefit Trust in an amount equal to (100%) of the employee's sick leave cashout, as defined in Section 13.2 B. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

The Union recognizes the performance of this function as a service by the City. There shall be no retroactive deductions. The Union agrees to indemnify, defend and hold harmless the City from any action arising from this section.

**Section 13.10** In the event of an in-the-line-of-duty death of an employee covered under this agreement, the surviving spouse or personal representative of the estate of the deceased employee

may elect to obtain coverage for eligible family members within 60 days after the death pursuant to the same terms and conditions as is made available to LEOFF II retirees represented by the Union.

**Section 13.11 LEOFF II Retiree Medical Coverage**

- A. The City agrees that bargaining unit members, who hereafter retire into the state LEOFF II retirement system for length of service or disability, may participate in the City's health insurance program as follows:
- B. 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 LEOFF II employees, a policy or policies of health insurance embodying therein terms substantially similar to those granted active LEOFF II employees, paying therefore the same amount as the City pays for its LEOFF II employees covered under this agreement.
- C. 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.
- D. 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 Revenue Funds make any contribution therefore; provided, however, that if in fact any change results in the rate charged the City for its LEOFF II employees covered under this agreement from the granting of this privilege, such adjustment in the rate shall not be deemed a contribution of the City.
- E. In the event that active LEOFF II employees under this agreement receive their medical coverage from a non-City plan, all retired LEOFF II employees receiving medical coverage from the City plan shall transfer to the non-City plan.

**ARTICLE 14 - SCHEDULING OF VACATION, HOLIDAYS, PTO, MILITARY LEAVE**

**Section 14.1** The Chief and the Union shall work out the mechanics of scheduling vacations, PTO and holidays. Such vacations, PTO and holidays shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees, pursuant to the provisions of Chapter 1.12 (Compensation Plan) of the Tacoma Municipal Code.

**Section 14.2** Vacations, PTO and holidays shall be scheduled on a seniority basis subject to the provisions above set forth. Time for seniority purposes shall be computed from date of permanent appointment to January 1 of any given year.

**Section 14.3** Twelve (12) personnel shall be allowed off from each shift excluding Battalion Chiefs, Fire Boat Personnel and the three (3) primary officers of the Union. This shall include vacation, PTO, holidays, and military leave.

**Section 14.4** Transfers of personnel affected after vacations, PTO, holidays and military leave have been scheduled shall provide an exception to Section 14.3 above. Personnel so transferred will be allowed off in excess of the above number, not to exceed more than two (2) employees off above the agreed amount in Section 14.3 above. Transfer of personnel due to being promoted to a higher position shall have first choice of the remaining vacation, PTO, holidays and military leave of the employee leaving the shift. Whenever possible the employee shall be placed in these openings. The only exceptions will occur when the employee being transferred has already made financial commitments for accommodations or prior purchase of travel tickets. In such cases, the employee shall be considered as part of the allowable two (2) personnel off in the above paragraph.

No more than ten (10) company officers shall be off on each shift at any time on vacation, PTO, holidays or military leave.

Personnel requesting transfers to another shift shall be scheduled for vacation, PTO and holidays where time is available, at the discretion of the Battalion Chief.

**Section 14.5** Consistent with RCW 1.16.050, employees will be granted may elect to use up to 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 holidays 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 is necessary to maintain public safety or the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

## **ARTICLE 15 - LONGEVITY PAY**

**Section 15.1** Longevity pay shall be provided eligible employees according to the following schedule.

- (a) From five (5) through nine (9) years aggregate service as a uniformed employee - two percent (2)% of an employee's base wages.



- (b) From ten (10) through fourteen (14) years aggregate service as a uniformed employee - four percent (4)% of an employee's base wages.
- (c) From fifteen (15) through nineteen (19) years aggregate service as a uniformed employee - six percent (6)% of an employee's base wages.
- (d) Twenty (20) years or more aggregate service as a uniformed employee - eight percent (8)% of an employee's base wages.

### **ARTICLE 16 - WORK ASSIGNMENTS**

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.

### **ARTICLE 17 - OVERTIME**

Overtime procedures, that currently exist within the Fire Department will be maintained during the term of this agreement unless mutually altered by the parties.

### **ARTICLE 18 - CLOTHING ALLOWANCE**

**Section 18.1-** A bargaining unit employee assigned to a non-uniformed position shall receive a clothing allowance of one percent of base pay (1%) at the end of each full four (4)-month period so assigned. The periods shall be January through April, May through August, and September through December. Payment of the clothing allowance shall be made no later than fifteen (15) days following each four (4) month period. An employee working less than the full four (4) month period shall receive a prorated amount based on each full pay period so assigned. The City shall continue to provide uniforms, protective clothing, and gear for all members of the bargaining unit where same is required.

### **ARTICLE 19 - PROMOTIONS**

**Section 19.1** The City and the Union agree that Promotional Examination certification shall be done based on the "Rule of One" (1). The City and the Union agree that Oral Boards utilized in Promotional Examinations shall have access to the employee's file in the custody of the Human Resources Department.

**Section 19.2** The Union and the Fire Chief will establish a Labor/Management Committee to improve the promotional process by developing a well-rounded curriculum of study to lead to a qualified and competent pool of candidates for promotion. This committee shall, at a minimum, meet quarterly to provide recommendations on the promotional process to the Fire Chief.

**Section 19.3** Written notice of proposed changes (or of an intent to bargain such changes) in the structure or grading process used for administering promotional examinations within the Fire Department shall be given sufficiently in advance of the examination so as to not impair its administration. Such changes shall be bargained in accordance with the provisions of RCW 41.56.430 through 490.

### **ARTICLE 20 - PROBATIONARY PERIODS**

Pursuant to the provisions of Section 1.24.780 of the Tacoma Municipal Code, all appointments made to the class of Fire Fighter shall be probationary for a period of one (1) year; all other appointments shall be probationary for a period of six (6) months.

### **ARTICLE 21 - DEFINITION OF SENIORITY**

**Section 21.1** As it applies to this Labor Agreement, seniority shall be determined by continuous service with the Fire Department from date of hire. Continuous service shall be broken by resignation, discharge, or retirement.

**Section 21.2** Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the eligible list on the hiring date.

### **ARTICLE 22 - PERSONNEL REDUCTIONS**

In case of personnel reduction employees shall be laid off in compliance with the provisions of Section 1.24.900 and 1.24.920 of the Tacoma Municipal Code.

### **ARTICLE 23 - PARAMEDIC VOLUNTARY DEMOTION**

- A. Providing an eligible list exists with certifiable eligible thereon, an employee who has ten (10) years of service as a Paramedic and/or Paramedic Supervisor shall be eligible to voluntarily demote to Firefighter. Employees who qualify shall have their pay frozen at the present rate of pay until such time as it is equal to top step Firefighter. In no case shall the employee's pay be greater than the rate received at the time of such demotion, unless, the employee promotes to a higher classification.
- B. There shall be a limit of three eligible employees, at any given time, allowed to voluntarily demote and maintain their salary level or the equivalent of the total salary differential for the three eligible employees. For 1993, this salary differential shall be \$30,000, this amount shall be increased each year based on the general salary increase received by the bargaining unit.

- C. If more than three employees wish to participate in this program, the employee with the greater number of years of service as a Paramedic and/or Paramedic Supervisor shall have the first right of refusal.

## **ARTICLE 24 - RULES AND REGULATIONS**

The Union agrees that its members shall comply with all Employer's Rules and Regulations, Policies and Procedures, and General Orders including those relating to conduct and work performance. The Employer will notify the Union in writing of any proposed changes to Rules and Regulations, Policies and Procedures or General Orders which impact mandatory subjects of bargaining. The Union shall have fifteen (15) working days to submit a written request to bargain on the proposed change(s).

## **ARTICLE 25 - BEREAVEMENT LEAVE**

Upon an employee being notified of a death in his/her 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 Tacoma Municipal Code.) An employee will be allowed to take up to two full shifts (or four eight hour days) of City paid leave (holiday, vacation, sick or PTO hours will not be negatively affected) in order to attend a funeral of an immediate family member pursuant to Section 1.12.230 (B)(5). "Family" is defined as spouse, father, mother, foster parent, brother, sister, child, or foster child of the employee, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee or the death of a father, mother, foster parent, brother, brother-in-law, sister, sister-in-law, child, foster child, grandparent, or grandchild of the spouse of the employee.

## **ARTICLE 26 - DISCIPLINARY PROCEDURES**

**Section 26.1** - Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.940 and 1.24.955 of the Tacoma Municipal Code. The discipline will be based on the severity of offense and prior record of discipline.

**Section 26.2** – The Department may place an employee on paid administrative leave pursuant to TMC 1.24.250 C, during an investigation and pending the final decision as to the appropriate discipline, if any, resulting from an investigation. An employee on paid administrative leave shall make him/herself available to the department between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

**Section 26.3** - The employee, shall be offered and shall be entitled to have a Union and/or legal representative present at any meeting held with the Department which may result in disciplinary action.

**Section 26.4** - The Department agrees to notify the Union in writing that charges have been made against an employee.

**Section 26.5** - The Fire Chief or designee shall hold a pre-disciplinary hearing no sooner than ten (10) working days from the time the employee was notified in writing of the specific alleged violation. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

**Section 26.6** - No later than three (3) working days prior to the pre-disciplinary hearing with the Fire Chief or designee the Department shall make available to the employee and the employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Department has in its possession.

**Section 26.7** - The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

**Section 26.8** - No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file; however, letters of reprimand shall not be subject to the grievance procedure.

**Section 26.9** - A suspension in excess of twenty-four (24) hours, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure provided for in Article 5 of this Agreement. Suspensions of twenty-four (24) hours or less are not subject to Step 4 of the Grievance Procedure. 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 26.10** - The Department agrees that the simple fact that an employee has been arrested will not result in the imposition of discipline. However, upon notification of an employee's arrest, the Department may investigate the facts and circumstances surrounding that arrest. If the Department believes that the investigation establishes cause for discipline, up to and including discharge, discipline will be imposed.

**Section 26.11** - It is the Fire Chief'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 27 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE**

Any employee required to use his private auto for City business shall be compensated at the mileage rate in effect as specified by Compensation Plan Chapter 1.12. This shall not cover

transportation from employee's place of residence to his first duty assignment, nor from his last duty assignment back to his place of residence.

Mileage forms shall be provided by the Employer and be available at every fire station. It shall be the employee's responsibility to see that the forms are filled in and tendered as outlined by Tacoma Fire Department General Order.

## **ARTICLE 28 - NON-DISCRIMINATION**

**Section 28.1** Pursuant to RCW 41.56 there shall be no discrimination against union members or union officers.

**Section 28.2** It is mutually agreed that there shall be no discrimination because of race, color, religion, gender, age, marital status, or physical, mental, or sensory disabilities (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

**Section 28.3** It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in the Personnel Management Policies.

## **ARTICLE 29 - PHYSICAL FITNESS**

The Fire Chief and the Union will develop and adopt by mutual agreement, a physical fitness program. All employees will be required to participate in the program; no employee will be disciplined or discharged for failure to meet standards that may be established within the program.

Local 31 and Tacoma Fire Department Administration will meet within thirty (30) days of ratification of this agreement to discuss the Fire Chief's identification of a Fitness Coordinator from the existing Local 31 Membership.

## **ARTICLE 30 - OFFICIAL NOTIFICATION**

The employer agrees to provide the secretary-treasurer of the Union copies of all bulletins and special and general orders. The Union agrees that it will designate the Union official authorized to sign official Union communications to the Fire Department.

All written communications involving members of Local #31 received by the Fire Chief from the Union, or by the Union from the Fire Chief shall be acknowledged or answered by the recipient within ten (10) calendar days of receipt.

## **ARTICLE 31 - 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 32 - 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 this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

### **ARTICLE 33 - TERM OF AGREEMENT**

**Section 33.1** This Agreement shall remain in full force and effect from January 1, 2015, to and including December 31, 2018, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

**Section 33.2** The Union may reopen the agreement for the sole purpose of discussing the deferred compensation match should any other bargaining unit receive an increase in deferred compensation match amounts.

### **ARTICLE 34 - 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 \_\_\_\_\_, 2015.**

CITY OF TACOMA  
A Municipal Organization

TACOMA FIREFIGHTERS UNION  
LOCAL #31

\_\_\_\_\_  
T.C. Broadnax                      Date  
City Manager

\_\_\_\_\_  
Ryan Mudie                      Date  
President, Local 31

\_\_\_\_\_  
Joy M. St. Germain              Date  
Human Resources Director

\_\_\_\_\_  
Alex Wilsie                      Date  
Vice President, Local 31

\_\_\_\_\_  
Jim Duggan                      Date  
Tacoma Fire Chief

\_\_\_\_\_  
Matt Frank                      Date  
Secretary-Treasurer

\_\_\_\_\_  
Andy Cherullo                  Date  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Cheryl Comer  
Deputy City Attorney

Attest:

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

**APPENDIX A**  
**Firefighters Union Local #31**

**2015 Base Rates – Local 31**

Code	A	Job Title	1	2	3	4	5	6
40010		Firefighter	24.48	25.64	29.19	30.62	32.12	33.73
40020		Fire Lieutenant	38.89	40.82				
40030		Fire Captain	44.71	46.95				
40040		Fire Chief Battalion	51.40	54.02				
40050		Fire Battalion Chief Aide	38.89	40.82				
40060		Firefighter-Paramedic	37.02	38.90				
40070		Firefighter Paramedic Supervisor	42.60	44.70				
40080	A	Fire Medical Services Officer	63.75	66.94				
40110		Fire Boat Pilot	38.89	40.82				
40160		Fire Marshal Deputy 40hr	51.58	54.17				
40220		Harbor Master Deputy 40hr	52.85	55.41				
41010		Fire Communications Center Lieutenant 40hr	47.12	49.48				
41020		Fire Captain Dispatcher 40hr	52.87	55.51				
41030	A	Fire Communications Center Supervisor 40hr	56.80	59.67				

2015: A market review will be completed to maintain a second (2<sup>nd</sup>) place ranking among comparables and will be effective January 1, 2015. The review will be based upon data as it exists as of July 1, 2014, to include any approved wages effective January 1, 2015. The parties agree that the established wage rate will be half-way between 1<sup>st</sup> and 3<sup>rd</sup> place ranking. Comparables to be evaluated by the City include Bellevue, Central Pierce, Everett, Kent and Spokane. Both the City and Union agree to meet to review the market data. The 2015 wage increase is 4.3%.

2016: Effective January 1, 2016, all classifications shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma Area. All items, measured from June of 2014 to June of 2015, with a minimum increase of 1% and a maximum increase of 2%. The 2016 wage increase is 1.1%.

2017: Effective January 1, 2017, all classifications shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma Area. All items, measured from June of 2015 to June of 2016, with a minimum increase of 1% and a maximum increase of 2%.

2018: A market review will be completed to maintain a second (2<sup>nd</sup>) place ranking among comparables and will be effective January 1, 2018. The review will be based upon data as it exists as of July 1, 2017, to include any approved wages effective January 1, 2018. The parties agree that the established wage rate will be half-way between 1<sup>st</sup> and 3<sup>rd</sup> place



ranking. Comparables to be evaluated by the City include Bellevue, Central Pierce, Everett, Kent and Spokane. Both the City and Union agree to meet to review the market data.

This bargaining unit includes commissioned personnel only.

**Pay Differentials:**

- a. Fire Captain, Deputy Fire Marshall, and Fire Captain Dispatcher will maintain a 15% differential with Lieutenant.
- b. Fire Battalion Chief will maintain a 15% differential with Fire Captain.

**Deferred Compensation:**

The City will match an employee's contribution to the deferred compensation program offered by the City up to a maximum of \$192.00 per pay period.

During the term of this agreement, the Union may select an additional carrier for deferred compensation contributions, the administration of having an additional carrier will be performed by the City. If the Union selects to add an additional carrier to the carrier(s) currently offered by the City, the City reserves the right to bargain the administrative and financial impacts of such action.

**Application of Rates:**

- A. Firefighter-Engineer/Apparatus Operator Certification - A Firefighter assigned as a Engineer/Apparatus Operator for an engine or truck company shall receive an additional five percent (5%) of base pay.
- B. Hazardous Materials Pay and Certification - Personnel assigned to the Hazardous Materials Unit, Unit 44 shall receive an additional five percent (5%) of base pay.
- C. Uniformed personnel assigned to Mask Repair and related services shall receive an application rate of five percent (5%) of his/her basic wage rate.
- D. Employees covered by the LEOFF II Retirement system shall receive an additional 1% application of rate.
- E. Fire Battalion Chief(s) assigned as an Administrative or Operations Battalion Chief in CSC 4004-F or 4004-G shall receive an additional 7.5 percent and shall be salaried Class D employees under Section 1.12.080 of the Tacoma Municipal Code; and will not be eligible for overtime compensation or compensatory time off.
- F. A shift incentive of 5% will be effective for day shift employees in Training, Safety, Fire Prevention and Administration. Selection of employees for day shift will be as follows:
  - a. Day shift personnel will be selected in the following manner:
    - i. Posting a notice of vacancy
    - ii. Two year commitment to stay in position is required at the Fire Communications Center and three year commitment at Fire Prevention

- iii. Letters of interest to be reviewed
- iv. Interviews to be conducted by Fire Administration
- v. Final selection made by Fire Administration
- vi. If no letters of interest are received Fire Administration shall assign employees in inverse order of seniority providing adequate training is easily obtained

G. Firefighter/Paramedic Integration

1. Employees assigned to ALS assignments will receive a fifteen percent (15%) application of rate above top-step-Fire Fighter. ALS assignments will include drivers of transport units and FF /PM assigned to ALS Engine or Truck companies, and cross shift rovers. The Department reserves the right to determine ALS assignments. For non-transport units, the Department shall determine if that position on an Engine or Truck shall be an Officer/PM, or a FF /PM.
2. Certification Pay: The employee shall provide the department with documentation of successful certification. Upon receipt of said documentation the employee will be eligible for certification pay according to the following schedule.
  - a. Beginning in the 4th continuous year that a FF /PM is eligible to work as a TFD paramedic, a FF/PM will receive an additional 3% of base pay.
  - b. Beginning in the 7th continuous year that a FF /PM is eligible to work as a TFD paramedic, a FF/PM will receive 5% of base pay.
3. Transition to Lieutenant/Paramedics (Lt./PM) and Captain/Paramedics (Capt./PM) through the officer testing process shall begin immediately.

Each transport unit will be staffed with a Lt./PM and a FF/PM on three of the shifts, and a Capt/PM and FF /PM on the remaining shift. Lt./PM and Capt./PM will do modified field probation, as assigned by the Fire Department command staff, as an Engine or Truck Company Officer if they have not already completed one. Lt./PM and Capt/PM will receive their pay grade plus their paramedic certification pay while fulfilling ALS assignments. Paramedic certification pay cannot be carried to any rank above Captain.

Administration may grant a FF/PM a transfer to non-ALS Engine or Truck Company assignment. A FF/PM may carry his/her certification pay after said transfer if there is a qualified employee to fill his/her ALS assignment. The administration reserves the right to return him/her to an ALS assignment as daily staffing dictates after his/her transfer.

Only one PM position will be available per non-transport units.

The Department and the Local agree that as Lt./PMs become available to fill those Officer positions on transport units, they will be filled by replacing the least senior (time in grade as a PM) FF/PM filling an "in-charge" position.

- H. In recognition of the fact that future technology creates needs which did not previously exist for internal training and mentoring, highly experienced employees shall be assigned additional duties and shall receive a two percent (2%) application of rate. Highly experienced employees shall be defined as those with 25 years of service as a

commissioned Tacoma firefighter in the classifications of Firefighter, Fire Lieutenant, Fire Captain, Fire Chief Battalion, Fire Battalion Chief Aide, Firefighter-Paramedic, Firefighter Paramedic Supervisor, Fire Boat Pilot, Fire Inspector, Fire Marshal Deputy, Harbor Master Deputy, Fire Lieutenant Dispatcher, Fire Captain Dispatcher, Fire Communication Manager. These duties shall be assigned and this applied rate will commence at the first of the calendar year in which an employee will complete the 25 years of service.

Upon ratification of this agreement, the Employer and the Union agree to meet within 180 days to begin to design a Mentorship Program.

- I. Tech Rescue Specialty Pay: An applied rate of five percent (5%) shall be applied to the base rate of bargaining unit members serving on the Tech Rescue Team.
- J. Employees in the classification of Firefighter-Paramedic working up in a Fire Lieutenant/Medic in-charge position shall receive an additional five percent (5%) of base pay.
- K. The application of rate for Tiller Operator shall increase to two and one-half percent (2.5%) of base pay.

**For the City:**

**For the Union:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**APPENDIX B**

**MEMORANDUM OF INTENT AND UNDERSTANDING**

**W I T N E S S E T H:**

WHEREAS, it appears that the costs of providing adequate fire protection in the City of Tacoma increases substantially each year, and

WHEREAS, substantially all employees of the Fire Department of the City of Tacoma has a duty week which is six and one-tenth (6.1) hours in excess of the workweek of all other employees, and

WHEREAS, both parties hereto agree it would be mutually advantageous to decrease, if economically feasible, the hours of duty of members of the fire service if such hours can be reduced without prejudicing or impairing existing fire protection in the City of Tacoma, and

WHEREAS, it appears that the most practical way to accomplish said end is to conduct one or more surveys or reviews of existing procedures and methods in order to ascertain the most efficient mode of operating the Fire Department consistent with its existing standards of protection;

Now, THEREFORE, the parties hereto do hereby jointly declare their intent to accomplish said result, and do agree generally as follows:

That both parties recognize and agree that this memorandum of intent and understanding outlines in very general and basic terms the desired results and hoped for accomplishments of a review study and survey program, and that the implementing of any such program will of necessity be subject to further study, review and where appropriate additional agreement. That both parties agree to cooperate to the fullest extent, one with the other, to establish and maintain a technical survey or review procedure of existing fire methods and modes of operation of the Tacoma Fire Department expressly for the purpose of determining whether or not modifications and changes thereof will result in increased efficiencies and economies in the operation of the Fire Department.

That such technical survey and review shall be more or less continuous in nature and be conducted jointly by the City and Fire Fighters Local #31;

It is understood and agreed that the aim or purpose of any such technical survey or surveys is to maintain or increase the efficiency of the Fire Fighting Department in performing fire protection services which will result in the diminution of the costs of the operation of the Fire Department to the City of Tacoma without a resulting loss in fire coverage and efficiency.

It is further understood and agreed that, in the event any changes are recommended as a result of such study and survey which may be adopted or implemented by the Fire Chief and other administrative officials of the City of Tacoma and there exists a savings as a result of the adoption of said change, then such savings shall be used for the purpose of shortening the duty week or other fringe benefits. "Savings", as used in this paragraph, shall mean that the costs of reducing said duty week together with the costs of administering the changes made, shall not exceed budgetary appropriations for the operation and maintenance of the fire service.

It is understood and agreed that the parties hereto shall hereafter adopt detailed rules and regulations for the implementing of any such changes and a procedure for the evaluation of recommendations made as a result of said survey; PROVIDED: That nothing herein contained or hereafter adopted shall in any manner diminish or impinge upon the lawful right of the administrative officials of the City of Tacoma to administer, operate, and maintain the fire service, it being understood and agreed that the duty of such supervisory officials is constant and continuing and entails, among other things, a duty and obligation to improve fire service operations within the City of Tacoma.

It is understood and agreed that both parties hereto will in a reasonable manner, attempt to implement any changes arising out of the recommendations of said technical surveys.

It is further agreed by both parties hereto that the execution of this memorandum of intent and understanding shall not constitute a waiver of either party, or any person or employee represented thereby, of any right or privilege existing under and by virtue of the ordinances of the City of Tacoma, and particularly those ordinances relating to personnel and pay and compensation, and any changes made or implemented as a result of said survey shall be binding and effective only after adoption in accordance with the laws of the State of Washington and the ordinances and regulations of the City of Tacoma.

It is agreed that this memorandum of intent and understanding may be canceled at any time by either party hereto upon the giving of written notification of its intent to terminate said agreement at least fifteen (15) days prior to the date of the proposed termination.

It is further agreed that no right, privilege, obligation, or duty of a specific or precise nature shall arise or exist because of the execution of this Agreement, but that the same shall arise and exist only after subsequent and additional agreements and understandings have been executed by and between the parties hereto.

WHEREAS, the City of Tacoma has for years adopted the policy of collective bargaining between the various labor organizations representing employees and the administration, and

WHEREAS, pursuant to said policy, Tacoma Firefighters Union Local #31 and representatives of the administration of the City of Tacoma have for some time engaged in collective bargaining sessions and have reached an agreement relating to conditions of employment in the Fire Department, and

WHEREAS, it now appears in the best interest of the City of Tacoma that the Memorandum of Agreement relating to working conditions recommended by said local union and administration be executed; Now, Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

That the proper officers of the City of Tacoma be and they are hereby authorized and directed to execute for and on behalf of the City of Tacoma an agreement between the City of Tacoma and Tacoma Fire Fighters' Union Local #31, said Memorandum of Agreement to be substantially in the form of the Agreement on file in the Office of the City Clerk and by this reference herein incorporated as though fully set forth; and said Agreement by its terms to remain in full force and effect for the term of this Agreement.

**APPENDIX C – Assignment of Personnel**

**MEMORANDUM OF INTENT AND UNDERSTANDING**

**CITY OF TACOMA  
AND  
TACOMA FIREFIGHTERS LOCAL 31**

Assignments of Fire Officers, will be as stated below, unless the Fire Chief or his/her designee determines it is in the best interest of the Department or the employee to make a reassignment prior to expiration of the assignment.

Training Division	3 years
Fire Prevention	3 years
Fire Communications	2 years

**Index to Letters of Agreement/Memorandums of Understanding**

**Tacoma Firefighters Union, Local 31  
2015 – 2018**

<b><u>Description</u></b>	<b><u>Date Signed</u></b>
1. MOU EEO/Anti-Harassment/Discrimination Policy	10/21/2002
2. MOU Night Inspections	6/9/2003
3. MOU Fire Lieutenant minimum qualifications	8/27/2003
4. MOU Fire Communications Center	10/9/2003
5. MOA Voluntary Employee Beneficiary Association (VEBA)	7/22/2015 Revised



**Memorandum of Understanding Between  
Tacoma Fire Department and  
Firefighters Local #31**

This memorandum sets forth the agreement between the signatories as to the EEO/Anti-Harassment and Anti-Discrimination policy developed by the Tacoma Fire Department.

The current collective bargaining agreement by and between the City of Tacoma and Tacoma Firefighters Union Local #31 (the Union), Article 28 - Non-Discrimination, says:

Section 28.2 It is mutually agreed that there shall be no discrimination because of [ace, color, religion, sex, gender preference, sexual orientation, age, marital status, or physical, mental, or sensory disabilities (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

Section 28.3 It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in the Personnel Management Policies.

In order to implement these provisions, as well as to comply with state and federal law, the Tacoma Fire Department has developed Administration Policy 1003, EEO/Anti-Harassment and Anti-Discrimination. The parties have fully bargained the contents of this policy, and the Union, by signing here, accepts the policy as embodying those obligations of the Department and its members under Sections 28.2 and 28.3 of the parties' Collective Bargaining Agreement. The parties acknowledge that to the extent state or federal law are found to conflict with Policy 1003, those laws control. However, within those laws, the parties have bargained the process rules and other relevant details to be utilized in the department. The City policy will control any matter not covered by this memorandum.

The parties agree that the Department will change the policy from time to time, in keeping with changes in City, state, and federal law, and new understandings developing from interpretations of those laws, but that the Union may require bargaining over any such change to the extent the change is a subject of mandatory bargaining.

The parties have long agreed that as a condition of employment, all employees of the Tacoma Fire Department are to be familiar with and follow the Tacoma Fire Department's EEO Policies and Procedures and that all employees will be held accountable for their actions. The parties hereby agree that every Tacoma Fire Department employee will annually sign two copies of the Department's EEO Acknowledgment Form, after having the opportunity to read and ask questions of the current EEO Policy and Procedures.

**Original Signed by:**

**Eileen F. Lewis**                      **10/21/2002**  
**Fire Chief**

**Vern Heller**                              **10/21/2002**  
**Vice-President, Tacoma Firefighters Local #31**

**Ray E. Corpuz, Jr.**                      **10/21/2002**  
**City Manager**

**Phil Knudsen**                              **10/21/2002**  
**Human Resources Director**

**Memo of Understanding  
Tacoma Fire Fighters IAFF Local 31  
And the City of Tacoma**

Recent events in Rhode Island and Chicago brought about a need to enhance our inspections of nightclubs and places of assembly. Effective June 16, 2003, the Tacoma Fire Department will implement a night inspection program. The purpose of the night inspection program is to:

- Identify and eliminate fire and life safety hazards that may compromise the safety of the occupants
- Confirm that a system is in place to monitor the posted occupancy load and that the occupancy load has not been exceeded
- Confirm that hallways, stairwells and exit paths that lead to exit doors are clear and unobstructed
- Confirm that nothing is left, placed or stored in such a manner that will hinder anyone from using any exit
- Confirm that exit doors are unlocked, not blocked in any way and open easily from the inside
- Confirm that exit signs are visible and illuminated
- Confirm that walls and or ceilings are not covered with combustible materials'
- Confirm that pyrotechnics are not being used
- Identify and eliminate obvious fire code violations

Companies will routinely complete a night inspection of all nightclubs and identified places of assembly within their assigned inspection district. The inspections are to be conducted between the hours of 9:00 pm and 2:00 am and shall be conducted on Friday or Saturday night. However, inspections may be conducted on another night if there is reason to believe the nightclub or place of assembly is expected to have an occupancy load at or near their posted capacity.

Night inspections are not intended to be nor replace routine commercial inspections.

The parties acknowledge the benefit of a positive working relationship and therefore enter into this Agreement. It is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union.

**Original signed by:**

**For Fire Fighters Local 31**

**Patrick McElligott**                      **6/4/2003**  
**President**

**Bruce Baurichter**                      **6/4/2003**  
**Secretary-Treasurer**

**For the City of Tacoma**

**James L. Walton**                      **6/9/2003**  
**City Manager**

**Eileen F. Lewis**                      **6/9/2003**  
**Fire Chief**

**Phil Knudsen**                      **6/9/2003**  
**Human Resources Director**

**Memorandum of Understanding  
Between  
The City of Tacoma Fire Department and the  
Professional Tacoma Firefighters Union Local 31**

Local 31 and Fire Administration have agreed to the following changes to the minimum qualifications of the Fire Lieutenant position.

The minimum qualification will be inclusive of the following:

- Permanent status as a City of Tacoma Firefighter for the last five years

The minimum qualification for eligibility will be accrued up to the day prior to the date the list is established.

**Original signed by:**

**James L. Walton, City Manager** **8/27/2003**  
**City of Tacoma**

**Phil Knudsen, Human Resources Director** **8/13/2003**  
**City of Tacoma**

**Eileen F. Lewis, Fire Chief** **8/18/2003**  
**Tacoma Fire Department**

**Pat McElligott, President** **8/18/2003**  
**Firefighters, Local #31**

**Memorandum of Understanding  
Between  
Tacoma Firefighters Local #31  
And  
City of Tacoma  
Fire Department -- Fire Communications**

The following Memorandum of Understanding modifies Appendix A of the current collective bargaining agreement and clarifies pay issues regarding changes to the staffing classification categories at the Fire Communications Center. Work rules including staffing, in-charge eligibility, and other pertinent issues will be clarified in an addendum to this MOU no later than November 1, 2003.

Fire Communications Manager, CSC 4103 is re-titled to Fire Communications Center Supervisor and will be paid an additional 7.5% above the current rate for Fire Captain Dispatcher. This will become a Class D, Appointive classification. Appointments to this classification shall come from Local 31's bargaining unit and will require Fire Communications experience. The parties agree that the employee in the classification of Fire Captain Dispatcher assigned to the Fire Communications Center Supervisor position has performed some duties consistent with the duties of Fire Communications Center Supervisor after May 1, 2003, following the date of his appointment, and shall receive compensation for said duties in a collectively bargained amount for work performed prior to October 20, 2003.

Fire Lieutenant Dispatcher, CSC 4101 is re-titled to Fire Communications Center Lieutenant and will be paid an additional 2.5% above the current rate. The parties agree that the employees in the classification of Fire Lieutenant Dispatcher assigned to the Fire Communications Center have performed some duties consistent with the duties of Fire Communications Center Lieutenant after June 1, 2003, following the dates of their respective appointments and shall receive compensation for said duties in collectively bargained amounts for work performed prior to October 20, 2003.

Three additional applications of rate will be established for the classification of Firefighter, CSC 4001. They will be as follows:

- Those assigned and fully trained at FCC will receive an additional 7.5% above the top step of the Firefighter 40 hr, CSC 4001 range.
- Those assigned to train at FCC, for a maximum of 6 months will receive an additional 5% above top step of the Firefighter 40 hr, CSC 4001 range. (This excludes personnel receiving more than one specialty pay, i.e. Haz-Mat. and Driver etc. who might transfer to Fire Communications. They would receive a maximum of 5%).
- Those regularly assigned FCC Firefighters, CSC 4001 who are temporarily upgraded (Code 9) to a Fire Communications Lieutenant, CSC 4101, position shall receive an additional 7.5% of their current pay for a total of 15% above their current step of the Firefighter pay range.

The parties agree that Firefighters assigned to the Fire Communications Center have performed some duties consistent with the duties of the new Fire Communications Center Firefighter classification categories following the dates of their respective appointments and shall receive compensation for said duties in collectively bargained amounts for work performed prior to October 20, 2003.

Code	Title	1	2	3	4	5	6
<u>4001J</u>	<u>Firefighter 40hr +7.5% FCC</u>	<u>30.86</u>					
<u>4001K</u>	<u>Firefighter 40hr +7.5% w25 FCC</u>	<u>31.49</u>					
<u>4001L</u>	<u>Firefighter 40hr +15% FCC</u>	<u>33.02</u>					
<u>4001M</u>	<u>Firefighter 40hr +15% w25 FCC</u>	<u>33.68</u>					
<u>4001P</u>	<u>Firefighter 40hr +5% FCC</u>	<u>30.15</u>					
<u>4001R</u>	<u>Firefighter 40hr +5% w25 FCC</u>	<u>30.75</u>					
41010	Fire <u>Communications Center</u> Lieutenant <del>Dispatcher</del> 40hr	<u>33.91</u>	<u>35.62</u>				
4101G	Fire <u>Communications Center</u> Lieutenant <del>Dispatcher</del> 40hr w25	<u>36.33</u>					
41030	<u>A</u> Fire <u>Communications Center</u> <del>Supervisor</del> <u>Manager</u> 40hr	<u>40.90</u>	<u>42.96</u>				
4103G	<u>A</u> Fire <u>Communications Center</u> <del>Supervisor</del> <u>Manager</u> 40hr w25	<u>43.82</u>					

The parties acknowledge the benefit of a positive working relationship and therefore enter into this Memorandum of Understanding. It is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union or any other Union. This Memorandum of Understanding will expire with the adoption of a successor collective bargaining agreement.

Original Signed by:

For Fire Fighters Local 31, IAFF:

For the City of Tacoma:

**Original signed by:**

**For Fire Fighters Local 31**

**For the City of Tacoma**

**Patrick McElligott**                      **9/29/2003**  
**President**

**James L. Walton**                      **10/9/2003**  
**City Manager**

**Bruce Baurichter**                      **9/29/2003**  
**Secretary-Treasurer**

**Eileen F. Lewis**                      **9/29/2003**  
**Fire Chief**

**Phil Knudsen**                      **10/2/2003**  
**Human Resources Director**

**Letter of Agreement  
Between  
Tacoma Firefighters Local # 31 IAFF  
And  
City of Tacoma**

**Voluntary Employee Beneficiary Association (VEBA)**

Revised: July 2015

**Background:** The Tacoma Firefighters Local # 31 IAFF (Union) and the City of Tacoma (City) found it in the best interest of the Parties to establish a Voluntary Employee Beneficiary Association (VEBA) retirement incentive program. The original agreement was established in 2011, with retirees enrolling in 2012 and the Union forgoing 1% of the bargaining units' salary in 2013. This Letter of Agreement memorializes the agreement between the Union and the City to maintain the implementation and processes associated with the VEBA program.

**VEBA Program Parameters:**

1. For every year of the agreed upon program, the Union will forego one percent (1%) of the bargaining units' salary. Therefore, once the bargaining unit wage scales are identified in any given year, each member of the bargaining unit would receive ninety-nine percent (99%) of the base wage rate in exchange for this benefit.
2. For the specific purpose of calculating wage comparisons, the one percent (1%) reduction will be considered as a component of base wages.
3. The VEBA retirement incentive program is only available to members of the Union, who are enrolled in the Washington State Law Enforcement Officers' and Fire Fighters' (LEOFF) Plan 2 retirement plan. This plan is only applicable to such employees who voluntarily separate employment from the City service through retirement.
4. The VEBA retirement incentive program is not an employee right. Employees must meet the eligibility criteria and terms of the program.

**Rules and Eligibility Requirements:**

1. This is a voluntary incentive program offered to eligible LEOFF Plan 2 employees. Such employees must meet all eligibility requirements to be approved for the retirement incentive program, and the City retains the ability to make the final eligibility decisions.
2. This voluntary retirement incentive program does not include a direct cash payment. Instead, it consists of payments made into approved retirees' VEBA accounts of five hundred dollars (\$500.00) per month until the earlier of the month when the employee reaches age sixty-five (65) or Medicare eligibility. These payments will be subject to all rules and laws applicable to the retirees' VEBA accounts.
3. If the retiree passes away before Medicare eligibility or age sixty-five (65), the VEBA contribution will terminate. The retiree's beneficiary (spouse or qualified dependant) will be eligible to continue to utilize this program until the funds in the deceased retiree's account are exhausted. In the event there is no beneficiary, the remaining funds will be equally distributed among current VEBA participants within this program.

4. The intent of this voluntary retirement incentive 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 incentive payment term a recipient of the incentive begins receiving L&I the incentives under this program will cease.
5. An employee applying for the voluntary retirement incentive must be eligible to retire under the applicable LEOFF plan and must not have already filed for retirement prior to the announcement the incentive. Additionally, if an employee applies for the incentive but does not retire by the established retirement deadline, the employee will not be eligible for the incentive program in any future year.
6. Employees approved for the retirement incentive will not be placed on the City's layoff registers and are not eligible for rehire as a regular, benefited, permanent employee.
7. Employees approved for the retirement incentive agree not to file for unemployment benefits due to separation of employment from the City.
8. Each year the VEBA retirement incentive program will be open for up to twenty (20) employees. If more than twenty employees apply for enrollment into the program, selection will be accomplished on the basis of LEOFF 2 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.
9. At any given time that the collective cost of the VEBA retirement program exceeds 2% of base wages annualized, up to 1% from the Union and up to 1% from the City, the parties agree to reopen negotiations regarding a cost-sharing agreement, during which time during negotiations, no new employees will be added that would cause the program to exceed 2%. Starting in 2016, if the annual cost of the VEBA program is less than the first 1% from the Union, the percentage that is not needed will be reduced by that amount from the Union's 1% in the following year accordingly. The calculation will be provided by December 31<sup>st</sup> of the current year, after the deadline to apply for this retirement incentive program, December 1<sup>st</sup> of the current year, unless otherwise agreed to by the parties.

For 2015, the annual cost of the VEBA program has been calculated based on the current number of participants in the VEBA program. Both parties agree that the annual cost is less than the 1% contribution from the Union.

The unused funds will be equally paid out to active Tacoma Firefighters Union, Local #31 members in a flat rate, one-time lump sum payment, in the first full pay period following Council approval of the new successor bargaining agreement.

A 2% per year escalator provision to the City's monetary contribution to the VEBA account for eligible participants will be established and become effective January 1, 2015, and provided in 2016, 2017, and 2018.

10. 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.
11. The deadline to apply for this retirement incentive program is no later than 5:00 pm, December 1<sup>st</sup> of the current year, unless otherwise agreed to by the parties.

12. The deadline to retire for approved employees is June 1<sup>st</sup> of the following year, unless otherwise agreed to by the parties.

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

The Parties further agree:

1. To reopen negotiations on this voluntary retirement incentive program in the event that State or national health care laws provide a retirement incentive option to firefighters.
2. This Letter of Agreement will remain in full force during the term of the 2015-2018 collective bargaining agreement, or reopened by mutual agreement of the parties.

**Signed by:**

**Joy St. Germainm, Human Resources Director 7/22/2015**  
**City of Tacoma**

**Ryan Mudie, IAFF Local 31 7/22/2015**  
**Union**