



ORDINANCE NO. 28515

1 AN ORDINANCE relating to pay and compensation; amending Chapter 1.12 of the
 2 Tacoma Municipal Code, relating to Leave with Pay, in order to comply with
 3 changes in state law; and to implement rates of pay and compensation for
 4 employees represented by the Tacoma Police Management Association,
 5 Local 26, and Professional Public Safety Management Association.

BE IT ORDAINED BY THE CITY OF TACOMA:

6 Section 1. That Section 1.12.115 of the Tacoma Municipal Code (“TMC”) is
 7 hereby amended, effective as provided by law, to read as follows:

8 **1.12.115 Deferred compensation.**

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10 D. The City will match the deferred compensation of police personnel in the
 11 classifications of Police Captain and Police Lieutenant up to a maximum contribution of
 12 ~~\$204.50~~\$217 per pay period.

13 Section 2. That Section 1.12.229 of the TMC is hereby amended,
 14 effective as provided by law, to read as follows:

15 **1.12.229 VEBA Accounts.**

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17 D. In addition to VEBA benefits for which an employee may be eligible under
 18 subsections A and B above, the City shall deposit ~~\$100.00~~\$250.00 per month into an
 19 individual VEBA Account for each employee represented by the Tacoma Police
 20 Management Association, Local 26, who is also an LEOFF II pension system member,
 21 per the collective bargaining agreement; provided, however, contributions for
 22 employees who become represented by said bargaining unit after May 21, 2001, will be
 23 made beginning the first full month following an employee’s permanent appointment to
 24 a classification represented by the bargaining unit.

25 Section 3. That Section 1.12.250 of the TMC is hereby amended,
 26 effective June 7, 2018, to read as follows:

27 **1.12.250 Leave with pay.**

28 A. Military leave with pay. Every officer and employee of the City who is a member of
 29 the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or



1 Marine Corps Reserve of the United States, or of any organized reserve or armed forces
 2 of the United States, shall be entitled to and shall be granted military leave of absence
 3 from such employment for a period not exceeding 21 ~~work~~ days (regardless of length of
 4 scheduled shift) during each year beginning October 1 and ending the following
 5 September 30. To determine the appropriate number of military leave days to be
 6 charged for officers and employees who work shifts that begin on one calendar day and
 7 end on another, RCW 38.04.060 applies. Such leave shall be granted in order that the
 8 person may take part in active duty or active training duty in such manner and at such
 9 time as he or she may be ordered to active duty or active training duty. Such military
 10 leave of absence shall be in addition to any vacation or sick leave to which the officer or
 11 employee might otherwise be entitled, and shall not involve any loss of efficiency
 12 rating, privileges, or pay except as provided herein. During the period of military leave,
 13 with the exception of emergency and temporary employees, the officer or employee
 14 shall receive from the City his or her normal pay.

15 Section 4. That Section 1.12.355 of the TMC is hereby amended,
 16 effective retroactive to January 1, 2018, to read as follows:

Code	A	Job Title	1	2
4206		Police Captain	69.60	73.08
4205		Police Lieutenant	60.52	63.55

Code	A	Job Title	1	2
4206		Police Captain	<u>71.69</u>	<u>75.27</u>
4205		Police Lieutenant	<u>62.33</u>	<u>65.45</u>

17 Section 5. That Section 1.12.355 of the TMC is hereby amended,
 18 effective retroactive to January 1, 2018, to read as follows:

Code	A	Job Title	1	2	3	4
07700	A	Police Chief, Assistant	81.88	85.97	90.27	94.78

Code	A	Job Title	1	2	3	4
07700	A	Police Chief, Assistant	<u>84.32</u>	<u>88.54</u>	<u>92.97</u>	<u>97.62</u>

19 Section 6. That Section 1.12.640 of the TMC is hereby amended,
 20 effective retroactive to January 1, 2018, to read as follows:



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1.12.640 Application of additional rates.

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L26 An employee represented by Tacoma Police Management Association, Local 26, meeting requirements as outlined in the collective bargaining agreement ~~are~~ is eligible to receive an annual ~~\$3,750~~ \$4,250 merit allowance.

~~L26 An employee represented by Tacoma Police Management Association, covered by the 2015-2017 collective bargaining agreement, and otherwise eligible, shall receive one-time, lump sum payments, in lieu of retroactivity, for increases to the employer VEBA contribution and the annual merit allowance, as contained in the collective bargaining agreement.~~

L26 An employee represented by Tacoma Police Management Association, Local 26, and upon ratification of the 2018-2020 collective bargaining agreement, shall receive a one-time contribution of \$1,500 to the VEBA account for each LEOFF II employee in the bargaining unit as of January 1, 2018.

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Section 7. That Sections 1 and 2 are effective as provided by law. That Section 3 is effective June 7, 2018. That Sections 4, 5, and 6 are effective retroactive to January 1, 2018.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney