

LETTER OF UNDERSTANDING
By and Between
City of Tacoma
and
Tacoma Police Union Local #6, I.U.P.A.

RESOLUTION OF LOCAL #6's FEBRUARY 14, 2019, UNFAIR LABOR PRACTICE COMPLAINT

The City of Tacoma (City) and Tacoma Police Union Local #6, I.U.P.A. (Local #6) (collectively, the Parties) enter into this Letter of Understanding (LOU).

WHEREAS, the City and Local #6 are signatory to a January 1, 2017, through December 31, 2019 collective bargaining agreement (CBA) setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by Local #6;

WHEREAS, in 2017, the Washington State Legislature passed the Paid Family and Medical Leave (PFML) program, a state-run insurance program;

WHEREAS, beginning in 2020, under the PFML program, eligible employees will receive paid leave for bonding after the birth or placement of a child, an employee's serious health condition, a serious health condition of a qualifying family member, and certain military events;

WHEREAS, while the PFML statute sets forth premium sharing between the employer and employee to fund the PFML program;

WHEREAS, on January 11, 2019 (for the pay period of January 1, to January 11, 2019), the City began deducting, and has continued deducting, PFML premiums from the wages of Local #6's bargaining unit members;

WHEREAS, Local #6 filed an unfair labor practice complaint (ULP), on February 7, 2019, and then an amended complaint on February 14, 2019, alleging that the City violated the Public Employees' Collective Bargaining Act by (1) unilaterally deducting PFML premiums from the wages of Local #6's bargaining unit members when Local #6 was covered by a CBA in effect before October 19, 2017, and (2) by unilaterally changing the status quo by deducting PFML premiums from the wages of Local #6's bargaining unit members without complying with its bargaining obligations; and

WHEREAS, the City and Local #6 wish to resolve the ULP and are entering into this LOU to set out the terms of their agreement for resolving the ULP; it is therefore:

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. Any decision and the impacts or effects of the decision to make changes to Local #6's bargaining unit members' wages, including wage deductions for PFML premiums is a mandatory subject of bargaining.
2. The City shall provide all Local #6 bargaining unit members employed on July 1, 2019 with a one-time lump-sum payment in the amount of five hundred dollars (\$500). This payment will be processed through the City's standard payroll system and is subject to normal and customary deductions.
3. After this Agreement is executed, the City shall continue to deduct and remit the current fixed percentage of PFML premiums for each remaining pay period in 2019.
4. The parties agree to bargain over future PFML premium sharing in forthcoming bargaining for a successor collective bargaining agreement.
5. The parties agree that the provisions of this LOU do not alter or waive Local #6's collective bargaining rights. All other rights and contractual requirements in the CBA not addressed in this LOU shall remain in full force and effect.
6. In the event the City contemplates making any changes relating to PFML premiums, the City will comply with its obligations under RCW 41.56.
7. Any dispute as to the meaning or interpretation of this LOU shall be resolved through the grievance-arbitration procedure set forth in Article 4 of the CBA between the parties.
8. Upon final execution of this agreement, Local #6 will withdraw the February 14, 2019 ULP.
9. This is the resolution of a disputed matter and the execution of this Agreement shall not constitute an admission of liability by either party hereto.
10. This Agreement shall become effective upon the signature by the last party required to sign the LOU, and shall remain in full force and effect until a successor CBA is ratified.

