

2012 – 2014

**AGREEMENT
BY AND BETWEEN**

**TACOMA POLICE MANAGEMENT
ASSOCIATION LOCAL #26 I.U.P.A.
Captains and Lieutenants Unit**

AND

CITY OF TACOMA

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**2012 – 2014
TACOMA POLICE MANAGEMENT ASSOCIATION
LOCAL #26 I.U.P.A.
Captains and Lieutenants Unit**

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**2012 - 2014
AGREEMENT
BY AND BETWEEN
THE
TACOMA POLICE MANAGEMENT ASSOCIATION
LOCAL #26 I.U.P.A.
Captains and Lieutenants Unit
AND
CITY OF TACOMA**

THIS AGREEMENT is between the **CITY OF TACOMA** (hereinafter called the City) and **TACOMA POLICE MANAGEMENT ASSOCIATION LOCAL #26** (hereinafter called the Association) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Association as the exclusive collective bargaining representative.

PREAMBLE

The City and the Association agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which are established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable state law, the City Charter and City Ordinances. When any provisions of the City Charter or City Ordinances conflict with or are different than the provisions of this Agreement, the provisions of this Agreement are paramount and shall prevail.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

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ARTICLE 3 – ASSOCIATION MEMBERSHIP AND DUES

Section 3.1 It shall 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 Association, or in lieu thereof pay each month a service charge equivalent to regular Association dues to the Association as a contribution towards the administration of this Agreement. The Association agrees to comply with all applicable laws with respect to fair share payments.

Provided: Objections to joining the Association 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 Association 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 Association that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 3.2 The Association agrees that membership in the Association will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association.

Section 3.3 The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Association or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the Association so notified. The performance of this function is recognized as a service to the Association by the City. The Association shall provide the City with at least one full pay period notice of any change in dues. There shall be no retroactive deduction of dues. The Association agrees to indemnify and hold harmless the City from any action arising from this Section, unless caused by the City's error or negligence.

Section 3.4 The Association agrees that the City shall not terminate the employment under the security clause provisions of this Agreement until written notification is received from the Association that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

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

ARTICLE 4 – GRIEVANCE PROCEDURE

Section 4.1 A grievance is hereby defined as an alleged violation of a specific Article of this Agreement that is brought by the aggrieved employee and/or the Association to the attention of the other party within fifteen (15) working days of the time the grieving party first became aware of the alleged violation. An alleged violation of Article 24, Discipline, shall be submitted at Step 2 of this procedure. Working days referred to in this Article shall be defined as Monday through Friday with the exclusion of holidays recognized by the Employer. Such grievances shall be resolved in the following manner:

Step 1 The Association or aggrieved employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the resolution requested to an Assistant Chief, who shall review the grievance and render a written decision within fifteen (15) working days of receipt of the grievance. The written grievance at this step and at all steps thereafter, shall contain the following information:

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

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

Step 3 If the grievance is not resolved at Step 2, the Association may, within fifteen (15) working days from the completion of Step 2, give written notice to the Chief of Police and the Human Resources Director of its intent to submit the grievance to arbitration. Within ten (10) working days of the Association's request to arbitrate, a representative of the Association and the Employer shall attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall immediately request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list both parties shall, within ten (10) working days, alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. The Association shall strike first in the striking process.

The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties of this Agreement. The decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

Section 4.2 Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives and witnesses. The Association and

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the Employer shall share equally in the cost of services from the neutral arbitrator. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section 4.3 Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the Association 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 Association may submit the grievance to the next step within the grievance procedure.

ARTICLE 5 – WORK STOPPAGES

The City and the Association 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 Association 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 Association agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions, shall be subject to such disciplinary action as may be determined by the City.

ARTICLE 6 – MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge or take other disciplinary action for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine the methods, means and personnel by which such operations are to be conducted and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency, provided, however, that items (a) through (g) shall not be in conflict with City ordinances and personnel rules.

ARTICLE 7 – VISITATION BY ASSOCIATION REPRESENTATIVES

Elected Association Officers may, after notifying the Chief of Police or designee, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or conditions on the job. During such investigations, such representatives shall confine their activities to matters relating to this Agreement.

City work hours shall not be used by employees or elected Association Officers for the conduct of official Association business or organized meetings for the promotion of Association affairs.

The Association shall furnish the Chief of Police and the Human Resources Director an up-to-date list of authorized elected Association Officers and shall keep such list current.

ARTICLE 8 – SAFETY STANDARDS

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

Section 8.2 – Safety Standards

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

ARTICLE 9 – COMPENSATION PLAN

Section 9.1: The Compensation Plan contained in Chapter 1.12 of the Official Code of the City of Tacoma as now enacted or hereafter amended is hereby incorporated as part of this Agreement for the purpose of information for the members of the Association. Nothing in this section shall be construed to permit variances from the terms of this Agreement without the mutual consent of the parties, or to constitute a waiver of the parties' obligation to collectively bargain.

Section 9.2: The comparables evaluated by the City, in accord with RCW 41.56 et seq. are Spokane, Vancouver, Everett, Bellevue, Federal Way and Kent. This agreement shall not be construed to mean that either party has reached agreement that the bargaining unit members are paid appropriately within the market. Furthermore, neither party shall be bound to this agreement during any negotiations for a successor agreement.

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ARTICLE 10 – STANDARD WORKING CONDITIONS

Section 10.1 Personal Time Off Plan Selection:

- A.. Employees will have the option of selecting the Personal Time Off plan during any of the City's city-wide open enrollment periods, to become effective as specified during said open enrollment period.
- B.. An employee promoted into this bargaining unit will have until the end of his/her probation to decide whether or not to elect to move to the Personal Time Off Plan.

Section 10.2 Vacation Vacation allowance shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma.

Section - 10.3 Sick Leave Sick allowance with pay shall be as provided in Section 1.12.230 and 1.12.232 of the Official Code of the City of Tacoma. For all employees, sick leave will be credited and debited to each employee in the same amounts, and under the same policies governing all City employees.

Section – 10.4 Personal Time Off Personal Time Off shall be as provided in Section 1.12.248 of the Official Code of the City of Tacoma.

Section 10.5 Administrative Leave Employees may be granted Administrative Leave on an informal basis at the discretion of the Police Chief, or designee in accordance with the best interests of the Department. Administrative leave will only be granted with prior approval to ensure that should an accident occur, it is on approved administrative leave as opposed to "work" time.

Section – 10.6 Holidays Holidays shall be as provided in Section 1.12.200 of the Official Code of the City of Tacoma.

Section - 10.7 On-the-Job Injury On-the-job injury provisions shall be as provided in the Washington State Law Enforcement and Firefighters Retirement Act for employees hired prior to October 1, 1977. For employees hired after September 30, 1977, coverage shall be as provided under the City's self-insured workers compensation program as provided for in Section 1.12.090 of the Official Code of the City of Tacoma.

Section – 10.8 Insurance

- A. **Medical and hospital:** Employees shall contribute \$40 per month towards employee only coverage. Employees with dependents shall contribute an additional \$40 per month for coverage for dependents. Employees enrolled in the Group Health or PPO Select Health Plans will also contribute the difference between the PPO Plan rate and the cost of the Group Health Plan or PPO Select Plan (if any).

When both spouses are employed by the City and are each paying a \$40 per month contribution for health insurance coverage, dependents shall be covered under the composite rate and neither employee shall be obliged to contribute an additional \$40 per month to insure their dependents. The City agrees to abide by the Law Enforcement Disability and Retirement Board standards set down by State law for all employees covered under this Agreement, hired prior to October 1, 1977.

- B. **Group life insurance** shall be as provided in Section 1.12.096 of the Official Code of the City of Tacoma. The City will pay fifty (50) percent or more, as budgeted therefore, of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is one (1) times his/her annual salary rounded to the next highest thousand dollars.
- C. **Dental insurance** shall be as provided in Section 1.12.095 of the Official Code of the City of Tacoma.
- D. **Vision insurance** shall be as provided in Section 1.12.095 of the Official Code of the City of Tacoma.
- E. **Retiree insurance** - 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:
 - 1. Any member receiving a pension for years of service or disability who cannot qualify for Social Security and Medicare benefits for any reason shall be granted the privilege and option, at his/her own expense, to purchase from a health care contractor or insurer furnishing such service to active employees of the City, a policy or policies of health insurance embodying therein terms substantially similar to those granted active employees, paying therefore the same amount as the City pays for its employees on a composite rate.
 - 2. 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.
 - 3. In no event shall the granting of this privilege give or grant the retired employee any preferential treatment with reference to the health contracts over and above that of active LEOFF II 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.
 - 4. There shall exist no obligation on the part of the City to contribute any part of the purchase price of said policy, nor shall the City's General or Revenue Funds make any contribution therefore; provided, however, that if in fact any

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change results in the composite rate charged the City for all its employees from the granting of this privilege, such adjustment in the composite rate shall not be deemed a contribution of the City or of Administration hereunder.

- F. In the event of the death in the line of duty of an employee represented by Tacoma Police Management Association, Local 26, the surviving spouse or personal representative of the estate of the deceased employee may elect to obtain coverage for eligible family members within 60 days after the death pursuant to the same terms and conditions as is made available to retirees represented by Tacoma Police Management Association.

Section 10.9 - Deferred Compensation: The City will match an employee's deferred compensation contribution to a maximum City contribution of up to \$204.50 per pay period.

Section 10.10 - VEBA: The employer will contribute \$50.00 per month for each LEOFF II employee of the bargaining unit to an individual VEBA account under the provisions of the Tacoma Municipal Code 1.12.229, as amended.

ARTICLE 11 – TERM OF AGREEMENT

Section 11.1 This Agreement shall remain in full force and effect from January 1, 2012 up to and including December 31, 2014 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

ARTICLE 12 – ASSOCIATION LEAVE OF ABSENCE

Section 12.1 – Association Leave of Absence Time off duty to attend the following meetings will be granted to the President or an authorized representative of the Association without loss of pay:

- A. When attending Association meetings, when such meetings are called at the request of the employer or its duly authorized representative.
- B. In case of contract negotiations when such negotiations are carried on with the employer. Up to a total of two Association members, appointed by the Association, shall be allowed paid release time to attend formal contract negotiations.
- C. The Department Head may authorize time off from duty for attendance by the Association President or designee at such meetings or conferences related to the implementation of this agreement where such attendance benefits the City or the Department. For the purposes of this section, "time off from duty" shall mean time during which the Association President or designee is unavailable to conduct police business.

Section 12.2 – Attendance at Association Meeting While on Duty With the permission of the Bureau Commander in charge, executive board members may be allowed to attend Association meetings while they are on duty in absence of emergency conditions.

ARTICLE 13 – NON-DISCRIMINATION

Section 13.1 Pursuant to RCW 41.56 there shall be no discrimination against Association members or Association officers acting in any official capacity.

Section 13.2 It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, sexual orientation or physical, mental, or sensory handicaps (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification, or any other class protected under local, state, or federal nondiscrimination laws.

Section 13.3 Association and management representatives shall work cooperatively to assure the achievement of equal employment opportunity.

ARTICLE 14 – PTO, VACATION, and HOLIDAYS SCHEDULING

Section 14.1 Time off will be coordinated with the appropriate Assistant Chief or designee.

Section 14.4 Excess vacation or PTO accruals and holidays cannot be carried over into another year except in the case of continued illness. It is the responsibility of the employee concerned to submit a written request to the Human Resources Director to carry over excess accruals prior to the end of the time the excess accruals will occur. Each employee is responsible for tracking their vacation or PTO accruals, and holidays.

ARTICLE 15 – WORK ASSIGNMENTS

Section 15.1 Employees shall be assigned duties consistent with their job descriptions. When filling temporary vacancies, the department shall consider the existing civil service list for the classification to be filled, and will assign employees to work within proper jurisdictional lines.

Section 15.2 The City may implement an annual performance review system. The performance review system will only be used to counsel employees as to their job performance, strengths and weaknesses, the identification of personal goals and objectives, and the determination of training needs.

Article 15.3 - Use of Performance Management Documents The performance evaluations can be considered for promotional purposes for a period of 36 months from the date of the evaluation.

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Article 15.4 - Retention of Performance Management Documents Final performance evaluation documents will be retained in an employee's personnel file for six years past the date the employee separates from employment, in accordance with the Secretary of State's retention schedule. Final performance evaluation documents do not include supervisor's notes and quarterly coaching documents used to create the final performance evaluation. Supervisor notes and quarterly coaching documents are superseded by the final evaluation and can be destroyed upon completion of the final evaluation and after the time for appeal has expired.

ARTICLE 16 – PROMOTIONS AND PROBATION

Section 16.1 The City and the Association agree that promotional examination certification shall be done based on the "Rule of Five" (5). Employees will not be removed from an eligible list only for lack of selection.

Section 16.2 Employees promoted to Lieutenant and Captain shall serve a six (6) month probationary period. At the request of an employee and approval of the Chief of Police, uninterrupted temporary time for up to three (3) months immediately preceding a promotion may be counted toward the six (6) month probation period. The approved temporary time will count toward the experience requirement of Lieutenants to qualify for the Captain promotional examination.

ARTICLE 17 – OFFICIAL NOTIFICATION

Section 17.1 – Manual of Rules and Procedures The operation of the department and the conduct of employees shall be governed by the Tacoma Police Department Manual of Rules and Procedures as it exists upon the effective date of this agreement. The Association and the Employer agree that the procedure contained in this Article shall apply to changes to the Tacoma Police Department MRP pursuant to RCW 41.56. The following procedure recognizes that members of the Association are frequently the management personnel proposing the MRP changes.

If the Police Chief wants to create or change an MRP, the Chief shall give the Association a draft of the proposed change. The Association will notify the Police Chief, in writing within 15 calendar days, if the proposed change is acceptable with the Association or the matter shall be scheduled for discussion with the Association at the next Labor/Management meeting.

Section 17.2 – Other Notifications The City agrees to provide the President of the Association copies of all bulletins, MRP's and special and general orders. The Association agrees that it will designate the Association official authorized to sign official Association communications to the Police Department.

The Police Chief or designee shall acknowledge all written communications from the Association involving members. The Association shall acknowledge all written communications from the Police Chief or designee, within ten (10) calendar days of receipt.

ARTICLE 18 – FAMILY LEAVE

Section 18.1 – Family Bereavement Upon an employee being notified of a death in his immediate family while on duty, the City shall take prompt action to find a suitable relief in order that the employee may be released from duty. (Immediate family is defined as outlined in Section 1.12.230, subsection B5, of the Official Code of the City of Tacoma.) Upon approval by the Chief of Police or designee, a maximum of four (4) days of sick leave may be granted for the death of an immediate family member.

Section 18.2 – Family Medical Leave Act The application of the Family Medical Leave shall be in compliance with Federal Law, State Law and City of Tacoma Policies. FMLA leave will be calculated from the date the employee is notified by the City.

ARTICLE 19 – SPECIAL PROVISIONS

Section 19.1 Pensions for employees and contributions to pension fund will be governed by the Washington State Statutes in existence at the time.

Section 19.2 A LEOFF II employee separated from City service due to a documented and reported injury or illness, at the time of separation, shall be reinstated provided the employee is mentally and physically fit to perform the duties of the position.

Section 19.3 – LEOFF II Disability Police Officers represented by this Bargaining Unit and covered by the LEOFF II retirement system, shall receive an additional one (1) percent application of rate.

Section 19.4 – Police Equipment The City shall provide all police equipment for commissioned police officers.

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Section 19.5 – Personal Property Reimbursement Employees who suffer a loss or damage to the listed personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and utilized in the line of duty shall be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case shall exceed two hundred fifty dollars (\$250.00) per occurrence. The following is a list of personal property eligible for reimbursement:

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

Other personal property may be considered for reimbursement on a case-by-case basis decided by the Chief of Police or his/her designee

Section 19.6 – Tuition Reimbursement The Police department will budget \$15,000 per year for tuition reimbursement funds. Employees shall be eligible for tuition assistance on a first come, first served basis. Employees shall be eligible for tuition assistance for a maximum of 10 credit hours (per quarter or semester, as applicable) based on the University of Washington in-state tuition (undergraduate rate or graduate rate, as applicable) and the employee achieving a passing grade. The educational major must be approved by the Police Chief. If there is a dispute as to the appropriateness of the educational major a committee of the Training and Development Manager, Police Chief or designee and a person selected by Local 26 shall meet and discuss the issue.

Section 19.7 – Merit Allowance An employee shall be eligible to receive an annual \$3,500 merit allowance based on achieving at least one of the following:

- Middle Management Police Certification; or
- A Bachelor's Degree; or
- Designated collective budget goals met by the Department; or
- Completion of at least one continuing education class approved by the Bureau Commander; or Supporting the implementation of the Strategic Plan

Section 19.8 – CALEA Accreditation Employees shall receive an applied rate of two percent (2%) above their base wage in recognition for being CALEA accredited and for the successful maintenance of the accreditation. This application of rate shall remain in effect so long as the department remains accredited.

Section 19.9 – Standby Pay for CDO Duty Employees shall receive three dollars (\$3.00) per hour Standby Pay when assigned to CDO duty. This pay acknowledges the standby status of the assignment and requires that the employee is available and fit for duty during the time assigned.

Standby CDO Pay: Saturday from 0400 until 2000 (16 hours) and Sunday 0400 until 2000 (16 hours) and when assigned due to no shift command being available.

Section 19.10 – Special Assignments The employees under this agreement are salaried Class E employees under Section 1.12.080 of the Official Code of the City of Tacoma and are not eligible for overtime compensation or compensatory time off, except as provided herein:

A. Work at PAF: The City and the Association recognize that the employees covered under this agreement are salaried. However, when an employee works at the PAF he/she shall receive an amount equal to one and one-half (1-1/2) times his/her salary calculated on an hourly basis for all hours worked.

B. Work on the Fourth of July Holiday:

Bargaining unit work on the Fourth of July Holiday shall be staffed as follows:

1. The Fourth of July Holiday shall be considered a mandatory holiday unless assigned to work.
2. The operational period for this Holiday will be defined as beginning on July 4 at 0500 and concluding July 5 at 0200.
3. Any bargaining unit employee assigned to work on the Fourth of July Holiday shall be paid at time and one-half (1 ½) the rate of his/her base wage for all hours worked.

ARTICLE 20 – 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 21 – PERSONNEL REDUCTION

In case of a personnel reduction, employees shall be laid off and recalled in compliance with the Personnel Rule 1.24.900.

ARTICLE 22 – LONGEVITY PAY

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

1. From 5 through 9 years aggregate service as a uniformed employee - 2% per month of monthly rate.
2. From 10 through 14 years aggregate service as a uniformed employee - 4% per month of monthly rate.
3. From 15 through 19 years aggregate service as a uniformed employee - 6% per month of monthly rate.
4. 20 years or more aggregate service as a uniformed employee - 8% per month of monthly rate.

ARTICLE 23 – SHIFT DIFFERENTIAL

Section 23.1 - Swing Shift: Employees who are assigned the swing shift that begins between 1200 and 1800 shall receive a three percent (3%) differential applied to their base wage.

Section 23.2 - Graveyard Shift: Employees who are assigned the graveyard shift that begins between 1800 and 0500 shall receive a five percent (5%) differential applied to their base wage.

ARTICLE 24 – DISCIPLINE

Section 24.1 All discipline shall be for just cause. An employee may contest a discharge, suspension for 24 hours (3 working days) or more in length, or demotion through the grievance procedure in Article 4 of this Agreement. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

Section 24.2 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension without pay.

ARTICLE 25 – EMPLOYEE RIGHTS

Section 25.1 – General Procedures

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action (excluding coaching or counseling) against him/her will be afforded the following safeguards, to include the right, upon the employee's request, to Association representation.

1. The employee will be informed prior to the interview if the Employer believes the employee is the subject of an investigation unless doing so would jeopardize the investigation.
2. The employee shall be notified as soon as practical after the department receives a complaint and in advance of an interview of the nature of the complaint and the identity of the complainant.
3. Upon request by the employee, he/she will be allowed to consult with an Association representative prior to answering questions or completing an administrative report. The consultation shall not unreasonably delay the interview or start of the administrative report.

Section 25.2 – Discipline

1. **Counseling:** Incidents for which coaching and counseling are appropriate may be handled by the immediate supervisor.
2. **Oral Reprimand:** Incidents for which discipline no greater than an oral reprimand may result may be handled by the immediate supervisor after review by the bureau commander. A notation may be placed in the employee's divisional file regarding the reprimand. The notation will be removed after one (1) year if no other incidents of a similar nature occur during that period of time.
3. **Written Reprimands:** An incident resulting in a bureau or departmental written reprimand will be reviewed by the bureau commander prior to placement of the reprimand in the employee's file. An employee may submit a written rebuttal statement within thirty (30) days of receiving the written reprimand. Such rebuttal statement will be attached to the written reprimand. The reprimand will be removed after two (2) years (bureau) or five (5) years (departmental) if no other incidents of a similar nature occur during that period of time. Human Resources will remove the reprimand from the Human Resources Department employee files upon the employee's request according to the same schedule.

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4. **Dismissal, Demotion or Suspension:** The Internal Affairs Unit may conduct interviews that may lead to economic sanctions including but not limited to dismissal, demotion and/or suspension. If after a complainant is interviewed and further investigation is deemed necessary, the employee shall be notified of the complaint, and be provided with a copy of the complaint as soon as practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The employee will be allowed a minimum of forty-eight (48) hours notice to appear before Internal Affairs to answer questions; however, the employee need not exercise the full time frame if he/she feels that he/she has received all the information necessary to assist in his/her interview. The employee shall be allowed the right to have an association representative and/or an attorney present during the interview.

Section 25.3 - Interviews

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

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

4. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
5. The employee under investigation shall not be subject to offensive language or threatened with any punitive and/or retaliatory action. Promise or reward shall not be made as an inducement to answering any question. The employer shall not cause the

employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent.

6. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the specific complaint/incident, which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
7. If the Department tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and the Employer transcribes any part of any recording, the employee shall be given a complimentary copy thereof.
8. Interviews and investigations shall be concluded with no unreasonable delay. If an investigation extends past thirty days the employee(s) that are the subject of the investigation will be notified of the case status. Status reports will be provided to the employee(s) every thirty days thereafter.

Section 25.4 – Sustained Complaints

1. When the investigation sustains the allegations the employee shall be advised of the results of the investigation and any future action to be taken on the incident. The employee shall be provided with a copy of the Bureau Chief's recommendations concerning possible disciplinary action within 48 hours of such recommendations.
2. When the investigation results in sustained allegations the employer shall, after the investigation is complete, and at least seventy-two hours prior to the pre-disciplinary hearing, furnish the employee, and at the employee's written request, the Association, with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.

Section 25.5 – Criminal Investigations

Article 24 shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview:

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

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

Section 25.6 – Polygraph Tests

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

Section 25.7 – Use of Deadly Force Situations

1. Employees directly involved in the use of deadly force shall be allowed to consult with an association representative and an association attorney and/or a private attorney prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a union representative and/or an attorney shall not unduly delay the giving of the statement. An Association representative (usually the President or Vice President) and a Department representative (Bureau Commander or Chief) will conference and mutually agree to a time when an oral or written statement will be given.
2. Psychologist Referrals
 - A. Employees directly involved in the use of deadly force shall be required to consult with the Department psychologist.
 - B. Employees directly involved in the use of deadly force against animals may be required by the department to consult with the Department psychologist.
 - C. The employee directly involved in the use of deadly force will be placed on administrative leave for up to fourteen (14) calendar days. If released to return to duty, the employee may elect to return to work at anytime during the administrative leave.
 - D. During the administrative leave the employee will schedule any follow up appointments with psychologists, doctors and/or any other assistance that he/she may require.
 - E. The administrative leave, set forth above in Subsection C, is required only for the employee(s) actually applying the deadly force, not for other employees who may be involved or witness the incident.
 - F. The employee may utilize appropriate leave, including workers' compensation, sick leave, compensatory time or vacation, if he/she is not released to return to duty by the psychologist at the end of the administrative leave or if he/she disagrees with the psychologist's recommendation to return to duty.
 - G. The employee may request a second and/or third opinion pursuant to Section 1.24.800 of the Official Code of the City of Tacoma.

Section 25.8 – Records Requests Requests by citizens for records pertaining to members of the Association shall be processed as follows:

1. The Employer shall refuse to disclose information in personnel files if that disclosure would violate the bargaining unit member's right to privacy, or as may be exempt from public disclosure, as defined RCW 42.17.255 and by RCW 42.17.310.

2. Upon receiving a request for all or part of the personnel file, the Association and the affected bargaining unit member (or, alternatively, the Association) shall be given a period of seven (7) working days to provide any reason for not releasing the requested documents. The employer will then consult with its counsel regarding the reasons given by the affected employee/association.
3. The City and the Association agree to develop a policy regarding authorized access to employee records by city personnel.

Section 25.9 - Searches of Storage Space

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

ARTICLE 26 – USE OF CITY VEHICLES

Employees in this bargaining unit are engaged in public safety activities. As such, if an employee is assigned a City vehicle he/she shall be available to respond to emergencies from his/her home on an as needed basis. Because of the emergency response requirements the employee shall not be charged mileage to and from his/her home to his/her duty station. The City agrees to provide liability coverage for all authorized use of the vehicle.

ARTICLE 27 – GROOMING STANDARDS

Grooming standards for association members shall be as outlined in MRP. 12.06.001 with the following exceptions:

1. Beards, van dykes and goatees shall not be allowed.
2. Only post style earrings may be worn, no more than one per ear lobe. Hoop styles are prohibited.

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ARTICLE 28 - SAVING CLAUSE

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

ARTICLE 29 - EMBODIMENT

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

APPENDIX A - WAGES

TACOMA POLICE MANAGEMENT ASSOCIATION LOCAL #26

This bargaining unit is comprised of commissioned personnel holding the permanent ranks of Lieutenant and Captain only. The hourly rates shown below are for administrative purposes only. Pursuant to Section 1.12.020 of the code there shall be no deductions for absences of less than one work day.

Section 1: Annual Wage Adjustments

2012 Wage Increase Effective January 1, 2012, a wage increase of 1.6% shall be applied over the 2011 base wages. The following chart reflects the 1.6% increase:

Code No.	Class Title	Step 1	Step 2
4206	Police Captain	60.48	63.51
4205	Police Lieutenant	52.59	55.22
4205A	Police Lieutenant (Acting)	48.25	50.66

2013 Wage Increase A wage increase, as determined by the indexing/parity process, will be applied to the base rates, effective January 1, 2013.

2014 Wage Increase A wage increase, as determined by the indexing/parity process, will be applied to the base rates, effective January 1, 2014.

Section 2: Indexing Provision A minimum 25% index differential between the top step base rate Police Lieutenant and the top step base rate Police Sergeant shall be maintained. The index specifically acknowledges that longevity and applied rates available to Sergeants are a factor in compression and the index is designed to protect the internal alignment. The differential between top step base rate Lieutenant and the top step base rate Captain shall be maintained at 15%

Section 3: CSC 4205A: Acting Lieutenant Wages for "Acting Police Lieutenant" (CSC 4205A) shall be used only for "acting" Lieutenant assignments on a short term or sporadic basis and such employees shall be eligible for overtime at the appropriate rate set forth in TMC 1.12.080. Short term assignments are made for no longer than two (2) consecutive payperiods unless approved by the Human Resources Director.

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Section 4: CSC 42050: Temporary Lieutenant Employees working in an “acting” capacity for thirty (30) days or more, shall be converted to “temporary” status and the corresponding pay rate of CSC 42050. Employees appointed to Police Lieutenant as temporary (Code 4) or probationary (Code 1) will be placed in CSC 42050. These employees are considered to be salaried, and therefore not eligible for overtime. All appointments to CSC 4205A must be at step 1 unless appointment to step 1 does not result in a pay increase, in which case the employee will be appointed at step 2. There is no time in grade step advancement from step 1 to step 2 of 4205A Acting Lieutenant.


Executed this 20th day of September, 2012

City of Tacoma

Tacoma Police Management Association
Local 26 I.U.P.A.



City Manager




President - Acting



Human Resources Director 9-11-2012

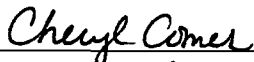


Vice President 9-10-12



Finance Director

Approved as to form:



City Attorney, Deputy

Attest:



City Clerk 9-20-2012

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