2023 – 2025

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF TACOMA

And

TACOMA FIREFIGHTERS UNION

LOCAL #31

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2023 – 2025
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. This bargaining unit includes commissioned personnel only.

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

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

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

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, trainings, or conferences that benefit the City of Tacoma and Local 31 membership (hereafter called "meetings"), provided notice of such meetings shall be given at least seventy-two hours (72) 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. In the case of an emergency, such meetings may be held without such seventy- two hours (72) notice but upon notice to the officer as above provided. By way of example but not limited to, meetings may include South Sound 911 board meetings, pension board meetings, Labor and Employment Relations Association conferences, Staffing for Adequate Fire & Emergency Response Grants program meetings, firefighter safety meetings, on-the-job injury meetings, in line of duty death meetings, etc.

C. When attending Union meetings, when such meetings are called at the request of the Employer or its duly authorized representative.

D. 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.

E. 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.

F. The parties agree to track using the electronic scheduler (as that scheduler system exists now or as modified in the future) and make available to the other party 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 In the event a Union member is elected or appointed to the state firefighter union executive board, to the national firefighter union executive board, or both state and national firefighter union executive boards, that employee will be granted time off, as is required by the employee for the performance of the duties and functions of that office absent emergency situations. "Duties and functions" means attending the regular full meetings of the state or national organization. A maximum of two (2) employees who are state or national officers may be granted time off under this section. Such officers will be required to maintain training and appropriate certifications at all times when taking time off under this section.

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 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 12.3 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 12.4

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

Section 12.6

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 12.6.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 12.7 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 12.8 Maintenance to apparatus and equipment necessary to maintain a readiness condition may be performed outside of the routine work schedule.

Section 12.9 All routine and emergency activities shall be performed on Sundays and holidays except that no building inspections, nor centralized or battalion training or drills will be performed on Sundays or City recognized holidays. Training or drilling may be conducted at the company officer's discretion.

Section 12.10 Debit days will not be assigned on July 4, Thanksgiving Day or Christmas Day. At the exclusive determination of the Fire Chief, or designee, the employee serving as Honor Guard Commander on the first day of annual shift scheduling each year may be credited with one (1) scheduled debit shift served for the upcoming calendar year.

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:

Years of Service	Hours Accrued Per Pay Period	Annual Hours Accrued	24 hr. Shifts Accrued Leave
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 following extent of their sick leave accruals.
- Accumulated sick leave between 0 and 400 hours shall be cashed out at 25%.
- Accumulated sick leave hours between 401 and 800 shall be cashed out at 33%.
- Accumulated sick leave hours above 801 shall be cashed out at 50%.

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)
Juneteenth (June 19)
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 and one half (6½) shifts off per year in lieu of the thirteen (13) recognized holidays.

The thirteen (13) recognized holidays will equal one hundred and four (104) hours for forty hour employees.

Section 13.5 Personal Time Off (PTO)

A. Within 30 days of appointment and during periodic City open enrollment or conversion periods, all Fire Battalion Chiefs (CSC 4004), Fire Communications Center Supervisors (CSC 4103), Fire Medical Services Officers (CSC 4008), Fire Captain (CSC 4003, 40 hr, Assigned to Administration Bureau or Training), Fire

Captain Dispatcher (CSC 4102), Fire Marshall Deputy (CSC 4016), Fire Lieutenant (CSC 4002 40hr, Assigned to Prevention or Training), Fire Fighter (CSC 4001, 40hr, Assigned to Prevention), and employees assigned as Paramedic Program Clinical Coordinator 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 Health Reimbursement Arrangement

A. The City agrees to deduct from the paycheck of each employee and contribute one hundred and fifty dollars ($150.00) per month, and will promptly transfer said amount to the IAFF Medical Expense Reimbursement Plan (MERP)for the sole purpose of establishing a Retiree Medical Savings Plan account for each employee. This shall be part of compensation for pension calculations.

B. The Union will authorize and conduct an annual vote each calendar year of all Union members who may be eligible to retire from City employment in the following calendar

year. The Union will notify the City with at least 30 days' written notice whether the contribution of unused sick leave accruals should be made to a qualified Health Reimbursement Arrangement or as a sick leave cash out under TMC 1.12.230 D.1. The Union will notify the City with at least 30 days' written notice whether the contribution of unused PTO accruals should be made to a qualified Health Reimbursement Arrangement or as a PTO cash out under TMC Section 1.12.248 D.

C. If the Union's vote determines unused sick leave accruals should be made to a qualified Health Reimbursement Arrangement, upon retirement of an employee, the Employer shall make contributions into the MERP, or, upon individual employee request, into an individual Voluntary Employee Benefit Association (VEBA) plan. If no such individual request is made, the City will direct contributions to MERP by default. The contribution value shall be in an amount voted by Union members and communicated to the City by the Union, and shall equal either fifty percent (50%) or (100%) of the employee's sick leave cash out, as defined in Section 13.2 B. This contribution shall be deducted from the cash payment of the value of eligible sick leave accruals due to an employee upon retirement set forth in Tacoma Municipal Code (TMC) 1.12.230 and Section 13.2 B.

D. If the Union's vote determines unused PTO accruals should be made to a qualified Health Reimbursement Arrangement, upon retirement of an employee, the Employer shall make contributions into MERP, or, upon individual employee request, into an individual VEBA plan. If no such individual request is made, the City will direct contributions to MERP by default. The contribution value shall be in an amount voted by Union members and communicated to the City by the Union, and shall equal either fifty percent (50%) or one hundred percent (100%) of the PTO accruals for all eligible employees at the time of separation from the City service. This contribution shall be deducted from the cash payment of eligible PTO accruals due to an employee upon retirement set forth in TMC Section 1.12.248 D.

E. The IAFF Medical Expense Reimbursement Plan (MERP)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. These contributions constitute the entire obligation of the City with respect to funding the IAFF Medical Expense Reimbursement Plan. To the extent the IAFF Medical Expense Reimbursement Plan should be insufficient to cover all retiree health insurance premiums, fund administration, or related costs, the Union acknowledges and agrees that the City is not responsible and the IAFF Medical Expense Reimbursement Plan will be solely responsible.

F. All employees covered by this Agreement shall participate in the above referenced Health Reimbursement Arrangement program. No employee may request, nor will any employee receive, exemption from participation. 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 elect at the time of retirement only to 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. Retiring City of Tacoma employees will no longer be offered the Kaiser Permanente medical plan, but the City will provide the Regence PPO and the Regence HDHP plans as options for continued medical coverage. The employer will not make a contribution to a Health Savings Account.

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.

Section 13.12 LEOFF II Retirement VEBA Program

VEBA Program Parameters:

A. 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.

B. For the specific purpose of calculating wage comparisons, the one percent (1%) reduction will be considered as a component of base wages.

C. 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.

D. 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:

A. 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.

B. This voluntary retirement incentive program does not include a direct cash payment. Instead, it consists of payments made into approved retirees' VEBA accounts 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.

C. 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.

D. Employees approved for this program and separating from service due to a disability must meet the age and years of service requirements listed in paragraph J, below.

E. 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.

F. 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.

G. Employees approved for the retirement incentive agree not to file for unemployment benefits due to separation of employment from the City.

H. 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.

I. 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%. 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 31st of the current year, after the deadline to apply for this retirement incentive program, December 1st of the current year, unless otherwise agreed to by the parties. Effective January 1, 2023, the City's monthly contribution will be $597.54. A 2% per year escalator provision to the City's monetary contribution to the VEBA account for eligible current and future participants will be provided annually on January 1.

J. 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.

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

L. The deadline to retire for approved employees is June 30th of the following year, unless otherwise agreed to by the parties. For employees retiring on or before June 1st, the VEBA benefit payment will be made effective June 1st. For employees retiring after June 1st, the first VEBA benefit payment will be made effective July 1st.

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

The Parties will 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.

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 extend 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.

Section 19.4 Selection of EMS1 and Special Operations Captains (Hazmat, Tech Rescue, and Fireboat) shall follow the competitive selection process used for Day Shift employees, as detailed in Appendix A, Applications of Rate, Section F. In order to qualify for selection as EMS1 Captain, an employee must have twice previously certified as a Paramedic.

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 voluntary 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 In general, disciplinary issues will adhere to the following chronology:

1. An accusation is made or a supervisor becomes aware of an issue.
2. A fact-finding investigation is conducted.

3. A summary of the facts is reviewed, and a determination is made about a need for discipline.
    a. Discipline from supervisors shall be limited to oral or written reprimands.
    b. Severe discipline (suspension, demotion or termination) shall be administered by the Fire Chief.
4. If the Fire Chief determines an intent to administer severe discipline, a pre-disciplinary due process hearing (Loudermill meeting) shall be provided to the employee in accordance with Section 26.6 of this Agreement and Section 1.24.955 of the Tacoma Municipal Code.
5. Employee and/or Union may appeal via grievance procedure or to the Civil Service Board in accordance with Section 26.9 and Article 5 of this Agreement.

Section 26.3 General Investigation Procedures.

Any employee who will be interviewed as a part of a fact-finding investigation concerning an act that, if proven, could reasonably result in disciplinary action, will be afforded the following safeguards:

1. 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.
2. The Department shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled work shift, except for emergencies. However, the Department may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee.
3. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation. Employees will not be asked any questions or required to provide any information about matters that might potentially involve criminal conduct unless they are first provided with appropriate Garrity protections in writing.
4. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
5. All interviews shall be focused on the activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Department from questioning the employee about information that is developed during the course of the interview.
6. For investigations involving the potential for severe discipline, the Department shall not record the interview without first asking the employee for permission to do so. If the employee agrees to have the interview recorded, a copy of the complete interview of the employee shall be furnished, upon written request, to the employee and/or Union at no cost.
7. To the extent possible, interviews and investigations shall be concluded without unreasonable delay.
8. The complainant(s), primary respondent(s) and the Union shall be notified, in writing, of the conclusion and results of the investigation.

Section 26.4 When practicable, employees directed to participate in a fact-finding investigation (including IAB or EEO investigations) will be advised whether they are being called as a witness, respondent, or otherwise.

The employee will be advised of the general nature of the investigation (e.g.: "poor attendance," "insubordination," or "EEO complaint of discrimination on the basis of race") unless the investigator determines that it may negatively impact the integrity of the investigation. Such advisement shall not preclude the City from pursuing further investigation and discipline of an employee participating in the investigation should the facts support it.

Section 26.5 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 26.6 An employee shall be provided pre-disciplinary "due process" in connection with any intent to impose severe discipline. 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. The employee will be given an opportunity to respond either orally or in writing and present their side of the issue. The written notification to the employee will include notice of the maximum range of discipline under consideration, and the charges and the facts upon which the charges are based.

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 their private automobile 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 their first duty assignment, nor from their last duty assignment back to their 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 based on applicable state or federal law. 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 unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130

Section 28.4 It is mutually agreed that both parties shall demonstrate support for and actively work in collaboration to achieve the anti-racism goals of the City.

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, 2023, to and including December 31, 2025, 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 _____, 2023.

CITY OF TACOMA
A Municipal Organization

DocuSigned by:
Elizabeth Pauli 04/03/2023
04DC6935E7E348B...
Elizabeth Pauli Date
City Manager

DocuSigned by:
03/20/2023
4BC11A56CA7F4E5...
Tory Green Date
Tacoma Fire Chief

DocuSigned by:
03/20/2023
78F2BEC71BA24FD...
Dylan Carlson Date
Labor Relations Division Manager

DocuSigned by:
Andy Cherullo 03/20/2023
1FAFA3DA59164E0...
Andy Cherullo Date
Finance Director

TACOMA FIREFIGHTERS UNION
LOCAL #31

DocuSigned by:
Allyson Hinzman 03/18/2023
77B484C914E74B7...
Allyson Hinzman Date
President, Local 31

DocuSigned by:
Patrick McElligott 03/18/2023
177D11EF1AF9435...
Patrick McElligott Date
Vice President, Local 31

DocuSigned by:
Matt Frank 03/18/2023
4EEED74E07CE44A...
Matt Frank Date
Secretary-Treasurer, Local 31

Approved as to Form:

DocuSigned by:
Cheryl Comer 03/20/2023
74091E73DBF14AD...
Cheryl Comer Date
Deputy City Attorney

Attest:

DocuSigned by:
04/05/2023
765BE94F34094F3...
City Clerk Date

APPENDIX A

Firefighters Union Local #31

2023 Base Rates – Local 31

Code	A	Job Title	1	2	3	4	5	6
40010		Firefighter	32.64	34.27	39.07	41.02	43.07	45.22
40020		Fire Lieutenant	52.12	54.73				
40030		Fire Captain	59.95	62.95				
40040		Fire Chief Battalion	68.98	72.43				
40050		Fire Battalion Chief Aide	52.12	54.73				
40060		Firefighter-Paramedic	49.69	52.17				
40080	A	Fire Medical Services Officer	85.50	89.78				
40110		Fire Boat Pilot	52.12	54.73				
40150		Fire Inspector 40hr	60.13	63.14				
40160		Fire Marshal Deputy 40hr	69.16	72.62				
40220		Harbor Master Deputy 40hr	70.76	74.30				
41010		Fire Communications Center Lieutenant 40hr	64.63	67.86				
41020		Fire Captain Dispatcher 40hr	72.71	76.35				
41030	A	Fire Communications Center Supervisor 40hr	78.16	82.07				

2023: Effective January 1, 2023, all classifications shall increase by nine and one half percent (9.5%), an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue Area, All items, measured from June of 2021 to June of 2022.

2024: Effective January 1, 2024, 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-Bellevue Area, All items, measured from June of 2022 to June of 2023, with a minimum increase of one percent (1%) and a maximum increase of five percent (5%).

2025: Effective January 1, 2025, 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-Bellevue Area, All items, measured from June of 2023 to June of 2024, with a minimum increase of one percent (1%) and a maximum increase of three percent (3%).

Firefighter Step Progression:
Step progression for employees in the classification of Firefighter, CSC 4001, will proceed according to the following schedule:

- First 6 months Step 1
- 7th month through 12th month Step 2
- 13th month through 18th month Step 3
- 19th month through 30th month Step 4
- 31st month through 42nd month Step 5
- Thereafter Step 6

Pay Differentials:

a. Fire Captain and Deputy Fire Marshall 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 two hundred and eleven ($211.00) dollars per pay period.

Effective January 1, 2024, the City will match an employee's contribution to the deferred compensation program offered by the City up to a maximum of two hundred and thirty ($230) dollars 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.

Comparable Jurisdictions:
In reaching this Agreement, the City and Union used the following public fire departments as comparable jursidictions:

- Central Pierce Fire & Rescue
- Everett Fire Dept
- Puget Sound RFA
- Renton RFA
- South King Fire & Rescue
- South Snohomish County Fire & Rescue RFA
- Spokane Fire Dept
- Vancouver Fire Dept

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. Specialty Pay:
   1. Hazardous Materials: Employees assigned to the Hazardous Materials Unit shall receive an applied rate of five percent (5%) of base pay.
   2. Tech Rescue Specialty Pay: Employees assigned to the Tech Rescue Team shall receive an applied rate of five percent (5%) of base pay.
   3. Mask Repair: Employees assigned to Mask Repair and related services shall receive an applied rate of five percent (5%) of base pay.
   4. (These applied rates shall exclude personnel receiving more than one specialty pay. They would receive a maximum of 5%.)

C. Fire Lieutenants assigned as Safety Lieutenant shall receive an applied rate of five percent (5%) of base pay.

D. In lieu of providing long-term disability insurance to bargaining unit employees covered by the LEOFF II retirement system, the City will provide to all LEOFF II bargaining unit employees an additional one percent (1%) application of rate. The City will deduct from Union members' paychecks the costs of the long-term disability insurance obtained by the Union and will transmit such amounts to the Union on a monthly basis.

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, Fire Communications, 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. Letters of interest to be reviewed
      iii. Interviews to be conducted by Fire Administration
      iv. Final selection made by Fire Administration
   b. If the position is not filled by an employee currently in the applicable classification/rank and an applicable civil service promotional list exists, then the position will be filled using the rule of one, resulting in a promotion. Should all eligible employees on the applicable civil service list decline the promotion, Fire Administration shall assign employees in inverse order of seniority providing adequate training is easily obtained.
   c. Prior to assignment at Fire Prevention or Fire Communications, employees must have 12 months' experience following the completion of probation in the Firefighter (CSC 40010) classification.

G. Firefighter/Paramedic
   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 five percent (5%) of base pay.

Employees assigned as FF/PM commit to remaining in this role for at least three continuous years, except that this commitment shall not inhibit promotion to a higher rank. A FF/PM who promotes to the rank of Fire Lieutenant will be assigned as a Lieutenant/Paramedic (Lt./PM) for the duration of this commitment period if such a vacant position is available. This requirement may be waived by the Fire Chief if they determine it is in the best interest of the Department or the employee to make a reassignment prior to expiration of the assignment. Otherwise, assignment as Fire Lieutenant will follow existing procedures. Each transport unit will be staffed with a Lt./PM and a FF/PM on all four shifts, and a Capt./PM will be assigned to each 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, Fire Medical Services Officer, Fire Boat Pilot, Fire Inspector, Fire Marshal Deputy, Harbor Master Deputy, Fire Communications Center Lieutenant, Fire Captain Dispatcher, Fire Communications Center Supervisor. 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.

I. Employees formerly assigned to HazMat & Tech Rescue teams may voluntarily maintain these certifications, with required continued education on paid time and at employer expense, through the rank of Fire Captain. TFD may assign these qualified employees to HazMat & Tech Rescue assignments to meet operational needs, such as to fill a vacant shift. Employees will receive the applicable five percent (5%) application of rate for all hours specifically performing HazMat & Tech Rescue duties or formal training, with a minimum of four (4) hours. Should an employee elect not to maintain their certification, they waive their right to participate in this continued education. (This excludes personnel receiving more than one specialty pay. They would receive a maximum of 5%.)

J. Employees in the classification of Firefighter-Paramedic working up in a Fire Lieutenant/Medic in-charge, or Paramedic Program Clinical Coordinator position shall receive an additional five percent (5%) of base pay.

K. Employees assigned as Tiller Operator shall receive an applied rate of two and one half percent (2.5%) of base pay.

L. The following will apply to employees assigned to Tacoma Fire Communications (TFC):

1. Employees in the classification of Firefighter, CSC 4001 assigned and fully trained at TFC will receive an additional 7.5% above the top step of the Firefighter 40 hr, CSC 4001 range.
2. Employees in the classification of Firefighter, CSC 4001 assigned to train at TFC 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. HazMat. and Driver etc. who might transfer to Fire Communications. They would receive a maximum of 5%.).
3. Wages for the classification of Fire Communications Center Lieutenant 40hr, CSC 4101 will be indexed 7.5% above the Fire Lieutenant 40 hr, CSC 4002 range.
4. Employees in the classification of Fire Lieutenant, CSC 4002 assigned to train at TFC will receive an additional 5% above top step of the Fire Lieutenant 40 hr, CSC 4002 range. (This excludes personnel receiving more than one specialty pay, i.e. HazMat. and Driver etc. who might transfer to Fire Communications. They would receive a maximum of 5%.)
5. Wages for the classification of Fire Captain Dispatcher 40hr, CSC 4102 will be indexed 12.5% above the Fire Communications Center Lieutenant 40hr, CSC 4101 range.
6. Wages for the classification of Fire Communications Center Supervisor 40hr, CSC 4103 will be be indexed 7.5% above Fire Captain Dispatcher 40hr, CSC 4102. This classification is unclassified (“appointive”), salaried Class D under Section 1.12.080 of the Tacoma Municipal Code, and is not be eligible for overtime compensation or compensatory time off. Appointments to this classification shall come from Local 31's bargaining unit and will require Fire Communications experience.

M. Employees assigned to Basic Life Support (BLS) Transport Units shall receive an applied rate of five percent (5%) of base pay.

O. Paramedics assigned to Advanced Life Support (ALS) Transport Units shall receive an applied rate of two and one half percent (2.5%) of base pay.

For the City:

DocuSigned by:
Elizabeth Paulo 04/03/2023
04DC6935E7F348B...

Date

For the Union:

Date

APPENDIX B - Assignment of Personnel

Assignments of personnel, 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	2 years
Fire Prevention	2 years
Safety 1 & 2	2 years
Fire Communications	2 years
Tech Rescue	2 years
Hazardous Materials	2 years
Fire Boat	2 years

Index to Letters of Agreement/Memorandums of Understanding

Tacoma Firefighters Union, Local 31
2023 – 2025

Description		Date Signed
1.	MOU Night Inspections	6/9/2003
2.	MOU Fire Lieutenant minimum qualifications	8/27/2003
3.	LOA Addressing Sick Leave Cashout	9/20/2021

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 pasties 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

Letter of Agreement
By and Between
The City of Tacoma And
Tacoma Firefighters IAFF Local 31

Subject: Addressing Sick Leave Cashout

Orignally Signed September 2021
Revised January 2023

The City of Tacoma ("City") and Tacoma Firefighters IAFF Local 31 ("union") (collectively, "the parties") agree to the following terms related to the compensation of Local 31 members for unused sick leave balances upon separation from City service.

BACKGROUND:
During negotiations for the 2021-2022 Collective Bargaining Agreement (CBA), the parties agreed to change the longstanding sick leave cash out provisions of Section 13.2.B. It was the shared interest of the parties to provide a greater incentive for employees to preserve sick leave in their accrual banks and reduce the need for overtime to backfill shifts vacant due to use of sick leave. The 2021-2022 CBA included the following provision:

> Effective January 1, 2021, an employee separated from service due to death or retirement for disability or length of service is compensated to the following extent of their sick leave accruals.
> - Accumulated sick leave between 0 and 400 hours shall be cashed out at 25%.
> - Accumulated sick leave hours between 401 and 800 shall be cashed out at 33%.
> - Accumulated sick leave hours above 801 shall be cashed out at 50%.
>
> 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.

Following implementation of the CBA, it was discovered that the parties had different interpretations of this new provision.

The union contended that employees, having achieved a requisite sick leave threshold, should have all of their hours cashed out at the higher amount. (Example: an employee with 600 hours of sick leave at retirement would receive 33% of 600 hours.)

The City contended that the language requires a tiered cash out, and only hours within a particular tier should be cashed out at the higher amount. (Example: an employee with 600 hours of sick leave at retirement would receive 25% of 400 hours, plus 33% of 200 hours.)

The parties wish to resolve this dispute in a non-precedent setting manner. Now, therefore, the parties agree to the following terms:

AGREEMENT:

1. Neither the City nor the union is required to relinquish its position concerning the proper interpretation of the language, and this settlement shall not establish a precedent binding on either party for any future purpose, including negotiations of a successor collective bargaining agreement, grievance arbitration, or interest arbitration.

2. For the period January 1, 2023 through December 31, 2025 only, the parties agree to implement Section 13.2.B consistent with the union's interpretation. Employees, having achieved a requisite sick leave threshold, should have all of their hours cashed out at the higher amount.
   Examples:
   - An employee with 300 hours of sick leave at retirement would receive 25% of 300 hours.
   - An employee with 600 hours of sick leave at retirement would receive 33% of 600 hours.
   - An employee with 900 hours of sick leave at retirement would receive 50% of 900 hours.

3. This agreement satisfactorily addresses the concerns raised by the union. The union agrees to file no grievances, appeals, or wage claims related to the interpretation or application of the Section 13.2.B prior to the effective date of this LOA.

4. This LOA will become effective as of the date of the last signatory listed below, and will expire on December 31, 2025 independently from the 2023-2025 CBA. This LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

For Tacoma Fire Fighters, IAFF Local 31
Allyson Hinzman, President (7/19/2021)

For the City of Tacoma:
Elizabeth Pauli, City Manager (9/20/2021)
Tory Green, Fire Chief (9/7/2021)
Dylan Carlson, Sr. Labor Relations Manager (9/2/2021)
Approved as to form: Cheryl Comer, Deputy City Attorney (9/2/2021)