2024 – 2026

AGREEMENT
BY AND BETWEEN

CITY OF TACOMA

AND

PROFESSIONAL PUBLIC SAFETY MANAGEMENT ASSOCIATION

TABLE OF CONTENTS

TABLE OF CONTENTS	1
PREAMBLE	2
ARTICLE 1 - BARGAINING UNIT	2
ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES	3
ARTICLE 3 - ASSOCIATION ACTIVITIES	3
ARTICLE 4 - FRINGE BENEFITS - COMPENSATION PLAN	4
ARTICLE 5 - ADMINISTRATIVE LEAVE	4
ARTICLE 6 - NON-DISCRIMINATION	4
ARTICLE 7 - WAGES	5
ARTICLE 8 - DEFERRED COMPENSATION	5
ARTICLE 9 - HEALTH REIMBURSEMENT ARRANGEMENTS	6
ARTICLE 10 - LEOFF II VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION	8
ARTICLE 11 - RESERVED FOR FUTURE USE	9
ARTICLE 12 - CITY VEHICLES	10
ARTICLE 13 - POLICE CLOTHING & EQUIPMENT	10
ARTICLE 14 - SENIORITY & BUMPING	10
ARTICLE 15 - GRIEVANCE PROCEDURE	10
ARTICLE 16 - STRIKE PROHIBITED	11
ARTICLE 17 - TERM OF AGREEMENT	11
ARTICLE 18 - SAVING CLAUSE	11
ARTICLE 19 - EMBODIMENT	12
ADDENDUM 1 - Confidential Employees in the Police and Fire Departments	14

2024 – 2026

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA
AND
PROFESSIONAL PUBLIC SAFETY MANAGEMENT ASSOCIATION

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and PROFESSIONAL PUBLIC SAFETY MANAGEMENT ASSOCIATION (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 Union as the exclusive bargaining representative.

PREAMBLE

The parties to this agreement believe that the Citizens of Tacoma deserve the highest quality service and recognize the value of listening to those we serve. We also recognize the value of providing a work environment that supports a spirit of teamwork, encourages personal growth, participative decision-making and equal opportunity. We believe in a relationship of mutual respect, open communications, shared success and innovative problem solving which will promote customer service, mutual respect and responsible issue resolution.

ARTICLE 1 - BARGAINING UNIT

The City hereby recognizes the Association as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW, as last amended, for all employees in those classifications listed as follows:

0770	A	Assistant Police Chief
0764	A	Assistant Fire Chief
0765	A	Deputy Fire Chief
0771	A	Deputy Police Chief

Employees in this unit are Appointive (at will) employees and as such serve at the pleasure of the appointing authority. The appointing authority has the ability to remove an employee from their position at any time.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES

Section 2.1 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 the authorized deduction 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.

Section 2.2 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

ARTICLE 3 - ASSOCIATION ACTIVITIES

A member of the Association acting in any official capacity whatsoever shall not be discriminated against for their lawful acts as such representative of the Association.

The City shall pay up to two (2) city employees serving as the Association negotiating committee their regular rate of pay for meetings spent in formal negotiations between the City and the Association up to a maximum of 40 hours total.

ARTICLE 4 - FRINGE BENEFITS - COMPENSATION PLAN

Section 4.1 Fringe benefits shall be provided as set forth in the Compensation Plan contained in Chapter 1.12 of the Tacoma Municipal Code as enacted or hereafter amended and is hereby incorporated as part of this Agreement for the purpose of information for the members of the Association.

Section 4.1.1 Employees in this bargaining unit shall be covered by the health benefits plan negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC) for the term of this Agreement.

Section 4.2: Personal Time Off
Employees entering the bargaining unit on or after January 1, 2019 will be converted to the Personal Time Off plan effective upon appointment.

Section 4.3 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 medical 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 4.4: LEOFF II Retiree Medical Coverage
The City agrees that bargaining unit members, who hereafter retire into the state LEOFF II retirement system for length of service or disability, have the right to participate in a City's health insurance program as provided by RCW 41.04.208.

ARTICLE 5 - ADMINISTRATIVE LEAVE

Section 5.1 Employees in this bargaining unit are classified as "Class D" employees who will not receive overtime compensation or compensatory time off. These are positions having work assignments, unpredictable or irregular hours and are salaried employees. As such, deductions of less than eight (8) hours for sick leave, vacation, or leave without pay will not be made in accordance with Section 1.12.020 of the Tacoma Municipal Code.

Section 5.2 Employees may be granted Administrative Leave per Section 1.12.250 (C) (2) of the Tacoma Municipal Code at the discretion of the Police or Fire Chief. 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.

ARTICLE 6 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination or harassment based on applicable state or federal law. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

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.

ARTICLE 7 - WAGES

Section 7.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Municipal Code of the City of Tacoma.

Section 7.2: Indexing/Parity and Wages for 2024, 2025, and 2026:
Wages to be effective on January 1st of 2024, 2025, and 2026 shall be determined by the indexing process as indicated below. The Union will forego one percent (1%) of the bargaining units' salary in consideration of the VEBA program as outlined in Article 10.

To address compression issues between classifications in this bargaining unit and the classifications that they supervise, the following indexing provisions will be used, which includes consideration for longevity, incentive pays (i.e. mentor, merit, day shift, administrative/operations), and compensation for promotion:

Step	Indexing Provision	Index %
(1) Police:	Top step of Assistant Police Chief (CSC 0770) above the top step of Police Captain (CSC 4206)	28%
(2) Police:	Top step of Deputy Police Chief (CSC 0771) above the top step of Assistant Police Chief (CSC 0770)	7.5%
(3) Fire:	Top step of Assistant Fire Chief (CSC 0764) above the top step of Fire Battalion Chief "40-hour" (CSC 4004F)	28%
(4) Fire:	Top step of Deputy Fire Chief (CSC 0765) above the top step of Assistant Fire Chief (CSC 0764)	7.5%

Section 7.3 LEOFF II employees in this bargaining unit shall receive an additional one-half of one percent (0.5%) in lieu of long-term disability insurance.

Section 7.4 Employees in this bargaining unit are not eligible for longevity pay.

ARTICLE 8 - DEFERRED COMPENSATION

Section 8.1 The City will contribute, with or without employee match, two hundred and fifty dollars ($250.00) per pay period into the deferred compensation program offered by the City. No employer contribution will be made in any pay period during which an employee is on leave without pay for the entire pay period.

As an additional reminder, employees are responsible for monitoring their deferred compensation accounts. In the event the applicable maximum contribution per the IRS rules for 457(b) plans is reached, the City ceases the contributions for both the City and the employee.

ARTICLE 9 - HEALTH REIMBURSEMENT ARRANGEMENTS

Section 9.1 Monthly VEBA Contribution

A. Employee Contribution
The City agrees to deduct from the paycheck of each employee a standard monthly amount of two hundred and fifty dollars ($250.00), and will promptly transfer said amount to the employee's VEBA account.

The amount of the VEBA contribution may be adjusted by the Association no more than once per year, and with at least sixty days' written notice to the City's Human Resources Director of any change in the deduction amount. There shall be no retroactive deductions. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

B. Employer Contribution
Effective upon City Council approval, the employer will contribute two hundred and fifty dollars ($250.00) 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. The contribution will begin as soon as administratively practicable following Council approval.

Section 9.2: Annual PTO Cash Out to VEBA

A. Employees in the bargaining unit will not be eligible for PTO cash out per TMC 1.12.248.
B. In January of each year, each employee having more than 480 hours of PTO accrued will be cashed out 80 hours of accrued PTO, all, one-half, or none of the value of which will be deposited into the Employee's VEBA account, determined on the annual election set forth in this subsection. The cash value of the PTO shall be based on the rate for the classification in which the employee holds permanent appointment. The Association may determine by December 1 of the prior calendar year whether the cash out for the following year will be 100% to VEBA, 50/50 VEBA and traditional cash out, or 100% traditional cash out. Should the Association not provide notice by December 1, the City will maintain the status quo from the previous election. There shall be no retroactive deductions. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

Section 9.3: Sick Leave and PTO Deposit to VEBA at Retirement

A. Sick Leave
An employee separated from service due to death or retirement for disability or retirement for length of service shall have their sick leave cashed out on their final paycheck according to the following tiers:

- At the rate of twenty-five percent (25%) for hours 1 through 400
- At the rate of thirty-three percent (33%) for hours 401 through 800
- At the rate of fifty percent (50%) for the hours of 801 and above

For example: an employee with 600 hours of sick leave at retirement would receive a 25% cash out of 400 hours, plus a 33% cash out of 200 hours.

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 1,920 hours or one hundred twenty (120) days.

Special Implementation Provision

a. Consistent with Section 1.12.248 E 2 of the Tacoma Municipal Code, a one-time designated enrollment to convert sick leave accruals to PTO will occur thirty days after the City Council approval of the CBA.
b. Only members of this bargaining that are employed as of the date of City Council approval will be eligible for the conversion.
c. Eligible employees will have thirty (30) days from the date of City Council approval to provide Human Resources with written notice of their desire to convert sick leave to PTO.
d. An eligible employee who converts sick leave to PTO during the designated enrollment period may elect to convert sick leave accruals as of the last pay period after City Council ratification.
e. The conversion ratio is 24 hours of sick leave to 8 hours of PTO (3:1) up to a combined (current vacation accruals and converted sick leave) maximum of 720 hours of PTO.

At the conclusion of the designated enrollment period, this "Special Implementation Provision" of the CBA will expire separately from the rest of the agreement and shall be expressly exempt from the provisions of RCW 41.56.123.

B. PTO
An employee separated from service due to death or retirement for disability or length of service will be eligible for a deposit of the value of unused PTO accruals to a VEBA account on behalf of the employee. No more than once per year, and with at least 30 calendar days written notice to the City, the Union may elect which portion of PTO accruals shall be deposited into a VEBA account for eligible employees as outlined in TMC Section 1.12.248 (D). The deposit amount shall be a sum equal to zero percent (0%), fifty percent (50%), or one hundred percent (100%) of the PTO accruals for all eligible employees at the time of separation. This deposit shall be deducted from the cash payment of eligible PTO accruals due to an employee.

C. All employees covered by this Agreement shall participate in the above referenced VEBA program. No employee may request, nor will any employee receive, exemption

from VEBA participation.

D. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

ARTICLE 10 - LEOFF II VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION

Section 10.1: VEBA Program Parameters

A. The Union will forego one percent (1%) of the bargaining unit's salary. Once the bargaining unit wage scales are identified in any given year, each member of the bargaining unit will 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 (1.0%)reduction will be considered as a component of base wages.

C. The VEBA retirement program is only available to bargaining unit members, 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 City service through retirement.

D. The VEBA retirement program is not an employee right. Employees must meet the eligibility criteria and terms of the program.

Section 10.2: Rules and Eligibility Requirements

A. This is a voluntary program offered to eligible LEOFF Plan 2 employees. Such employees must meet all eligibility requirements to be approved for the retirement program, and the City retains the ability to make the final eligibility decisions.

B. This voluntary retirement 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 dependent) 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 the program.

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

E. An employee applying for the LEOFF II VEBA retirement program must be eligible to retire under the LEOFF II plan. If an employee applies for the VEBA retirement program but does not retire by the established retirement deadline, the employee will not be eligible for the VEBA retirement program in any future year.

F. Employees approved for the VEBA retirement program 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 VEBA retirement program agree not to file for unemployment benefits due to separation of employment from the City.

H. Each year the LEOFF II VEBA retirement program will be open for up to three (3) eligible LEOFF Plan 2 employees, one (1) from Police, one (1) from Fire, and one (1) from either Police or Fire, with all ties to be determined on the basis of LEOFF II Plan 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 two percent (2%) of base wages annualized, up to one percent (1%) from the Union and up to one percent (1%) from the City, the parties agree to reopen negotiations regarding a cost-sharing agreement, during which time, no new employees will be added that would cause the program to exceed two percent (2%). Effective upon City Council Ratification, the City's monthly contribution will be $609.52. A two percent (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, eligible to retire under the LEOFF II Plan, and worked for the City of Tacoma for a minimum of five (5) years.

K. The deadline to apply for this VEBA retirement 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 December 31st of the following year, unless otherwise agreed to by the parties.

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

The Parties will reopen negotiations on this voluntary retirement benefit program in the event that State or national health care laws provide a retirement benefit option to police officers and firefighters.

ARTICLE 11 - RESERVED FOR FUTURE USE

ARTICLE 12 - CITY VEHICLES

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

ARTICLE 13 - POLICE CLOTHING & EQUIPMENT

The City shall provide all police equipment and uniforms for commissioned police officers.

ARTICLE 14 - SENIORITY & BUMPING

PPSMA members (appointive employees) may return to their previously held non-appointive (classified) classification regardless of whether they were appointed from a classified or appointive (unclassified) position. In addition, PPSMA members shall continue to accrue seniority in the last previously held non-appointive classification while serving in the appointive position. Nothing within this paragraph prohibits any employee returning to a non-appointive classification from being disciplined and/or terminated for cause, including, for example, insubordination, neglect and/or failure to perform job duties.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 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. 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 processed 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 the Chief of the relevant department (Police or Fire), 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 may submit the grievance in writing to the City Manager within fifteen (15) working days of receipt of the Chief's decision, with a copy to the City's Labor Relations office. The City Manager shall render a written decision within twenty (20) working days of receipt of the grievance. The decision shall be final and binding on both parties. The City Manager shall have no power to alter, amend or change the terms of this Agreement.

Section 15.2 Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own attorneys, representatives and witnesses.

Section 15.3 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 16 - STRIKE PROHIBITED

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 17 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2024, to and including December 31, 2026, provided however, that this agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this agreement that negotiations for change or modification shall begin as provided for under RCW 41.56.

ARTICLE 18 - SAVING CLAUSE

Should any part hereof or any provisions 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 19 - 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 1st **DAY OF** August**, 2024**

For PPSMA

DocuSigned by:
Alex Wilsie 07/16/2024
C330E1753F3E4CB...
Alex Wilsie Date
President

For City of Tacoma

DocuSigned by:
Elizabeth Pauli 08/01/2024
04DC6935E7E348B...
Elizabeth Pauli Date
City Manager

DocuSigned by:
Sionna Stallings-Alailima 07/22/2024
CEB5F93CD323402...
Sionna Stallings-Alailima Date
Interim Fire Chief

DocuSigned by:
Avery Moore 07/22/2024
9E15E5CE913644C...
Avery L. Moore Date
Police Chief

Approved as to form:

DocuSigned by:
Cheryl Comer 07/16/2024
74091E73DBF14AD...
Cheryl Comer Date
Deputy City Attorney

ADDENDUM 1 - Confidential Employees in the Police and Fire Departments

In light of the long standing productive relationship between the City and the PPSMA, both parties have executed this agreement in the spirit of teamwork, mutual respect, and innovative problem-solving. It is our hope that this agreement will promote improved efficiency and customer service for the citizens of the City, the City and Union (PPSMA). The parties hereto, stipulate to the following conditions:

1. It is expressly understood that "confidential employees" are those who are necessary for the development and implementation of labor policies and who sit on the management committee to prepare for and negotiate union labor contracts affecting the Police and Fire departments.

2. Each Chief (Fire and Police) *may* designate up to two employees each (no more than 4 total) who shall be deemed "confidential" for the purposes of labor negotiations. Individuals designated "confidential" shall not be members of the bargaining unit.

3. If, at any point in time, either or both Chiefs appoint different individual(s) to confidential status, the individual(s) no longer holding the "confidential" designation will immediately revert back into the membership of the bargaining unit.

4. Employees who are designated as "confidential" are not designated as such with any intent or ability to reduce their wages and benefits. It is clearly understood by both parties that the PPSMA union negotiates wages, hours and working conditions for the Assistant Chief and Deputy Chief classifications. Whatever wages and benefits are negotiated for those classifications become established by contract and codified through ordinance.

5. Regardless of the "confidential" designation, it is the employee's classification that dictates their wages and benefits. The PPSMA represents all employees in the Deputy and Assistant Chief classifications; the wages and benefits are negotiated and established at the table.

6. The parties do not expect or intend that the Police or Fire Chiefs--at a subsequent date to this agreement--would attempt to create a new classification at the level of the Deputy or Assistant Chief. Doing so, may reasonably be perceived to be an attempt to circumvent this understanding and basis of settlement-for example: creating a Deputy 2 Classification.

7. Without compromising the City's management rights to classify and reclassify positions, the body of work of the Deputy Chiefs *and/or* Assistant Chiefs (including those working as "confidential" at the Chiefs designation) is well established. The parties understand that no significant changes are planned or expected that would warrant a new classification. Any effort to establish a new classification would be expected to meet the City's rules for new appointive classifications, to wit: a significant change in the employee's working conditions.