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2009 – 2011

**AGREEMENT
BY AND BETWEEN**

**TACOMA POLICE UNION
LOCAL #6, I.U.P.A.**

AND

CITY OF TACOMA

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AND
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THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the City) and TACOMA POLICE UNION LOCAL #6 (hereinafter called the Union) 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 collective bargaining representative.

PREAMBLE

The City 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 City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which are established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 - SUBORDINATION OF AGREEMENT

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

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

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

ARTICLE 3 - UNION MEMBERSHIP AND DUES

Section 3.1 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall on or before the ninetieth (90th) day following the execution date of this Agreement, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. It shall also be a condition of

- Step 1 The Union or aggrieved employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the resolution requested to an Assistant Chief or designee, 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, including the section(s) violated and an explanation how it was violated; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee or Union Representative.
- Step 2 If the grievance is not resolved at Step 1, the Union or aggrieved employee may submit the grievance in writing to the Police Chief within fifteen (15) working days of receipt of the Assistant Chief's decision. The Police Chief, after consulting with the Human Resources Director or designee, shall render a written decision within fifteen (15) working days of receipt of the grievance.
- Step 3 If the grievance is not resolved at Step 2, the Union may, within fifteen (15) working days from the completion of Step 2; give written notice to the Human Resources Director, with a copy to the City Manager, of its intent to submit the grievance to arbitration. Within ten (10) working days of the Union's request to arbitrate, a representative of the Union and 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 4.2 Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives and witnesses. The 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 4.3 Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties. Failure of the 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.

Section 8.2 - Safety Standards

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

ARTICLE 9 - COMPENSATION PLAN

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

ARTICLE 10 - STANDARD WORKING CONDITIONS

Section 10.1 Vacations shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma. This section provides in part for the following:

- A. Rate of accrual of vacation leave.
 - 1. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

<u>Years of Service</u>	<u>Accrued Hours Per Pay Period</u>	<u>Days of Vacation Leave</u>
0 – 3	3.69	12
4 – 7	4.60	15
8 – 13	5.22	17
14 – 18	6.14	20
19	6.45	21
20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8.00	26
25	8.31	27
26	8.62	28
27	8.93	29
28	9.24	30

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.

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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)

- B. 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.
- C. Work performed on the 4th of July, Thanksgiving and Christmas Day from 0001 to 2400 hours shall be paid at the time and one-half (1-1/2) rate.
- D. 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.

Section 10.5 - Insurance

- A. Medical and hospital insurance shall be as provided in Section 1.12.110 of the Official Code of the City of Tacoma, provided, that a choice of at least two plans for such coverage shall be offered by law. Employees and their families, including all dependent children age eighteen (18) and younger and children up to the age of 25 provided they maintain status as an IRS dependent, will be provided with medical and hospital insurance coverage including major medical as provided in the aforementioned City Code and set out in Appendix C at the City's expense through January 31, 2010, except that effective January 1, 2007, and on an ongoing basis through December 31, 2011, bargaining unit employees shall contribute \$40 per month towards employee only coverage. Bargaining unit employees with a spouse and/or dependents shall contribute an additional \$40 per month for spouse and/or dependent coverage. Bargaining Unit employees enrolled in either the Regence Selections plan or the Group Health plan shall *also* pay the *difference between* the Regence PPO plan rate and the cost of the Regence Selections plan or Group Health plan that they are enrolled in – if any. Such premium sharing shall be retroactive to January 1, 2007 and shall continue through December 31, 2011; and, all such premium sharing shall be in pre-tax dollars so as to reduce the taxable wages paid. The City agrees to abide by the Law Enforcement Disability and Retirement Board standards set down by State law for all employees covered under this Agreement, hired prior to October 1, 1977.
 - 1. Nothing in this section shall be construed to make the Union a part of the Joint Labor Committee, or bind the Union to any action taken by the Joint Labor Committee.
 - 2. An employee and/or his/her eligible dependents who received service(s) in 2007 and/or 2008 that were not covered under the medical insurance plan that was in effect prior to the implementation of the benefits as described in the documents attached hereto but would be covered under the medical plan described in the documents attached hereto shall be reimbursed for such services at the level provided for under the medical

reassigned to a general duty position at the beginning of the assignment period shall select shifts on the basis of seniority. Police Patrol Specialists are restricted to general duty and traffic assignments.

Shifts shall be selected annually by October 1st of each year for the next twelve (12) month period. The October bid is for the following January assignments.

b. All Police Officers and Sergeants who have not successfully completed their initial or promotional probationary period prior to the commencement of the next shift assignment will be exempt from this selection process.

c. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, division, unit bureau or specialized position, or the discretion of the employer to assign and transfer employees to meet the reasonable operating requirements of the Department to include temporary hardship needs of an employee. Provided, however, the employer has the discretion to assign more senior officers to other than day shift, to balance the staffing mix of the Department whenever the officers on a shift have an average of less than three (3) years experience as a commissioned officer. Commissioned experience in another department will be counted on a year for year basis. Sergeant's experience will also be calculated in the staffing mix and probationary employees will not be included when computing the average.

d. In the event it becomes necessary in the reasonable opinion of the employer to transfer a Sergeant, Police Patrol Specialist or Police Officer from one shift to another the most recent bids will be used to facilitate the transfer.

e. Subject to staffing needs and maintaining efficiency of the division/work unit, seniority shall be the sole factor in the selection of shifts.

2. Once a schedule is in effect, Police Officers, Police Patrol Specialists, and Sergeants will not be allowed to indiscriminately change their shifts. However, if there is a voluntary request for a change in shifts between various officers, the same may be accommodated if all seniority requirements are taken into consideration concerning each work unit as a whole by posting the position twenty (20) days prior to assignment.
3. Notice of vacancies within shifts will be posted by work unit twenty (20) days prior to assignment. Management retains the right to first determine whether the shift vacancy will be filled. Management shall have the right to temporarily make assignments during the posting period.
4. In the event of a transfer from a non-general duty assignment, the Officer being transferred from the non-general duty assignment will go to the shift from where his/her replacement came. The transferred Police Officer or Sergeant will have to wait for the next bidding process to effect his/her seniority.

ARTICLE 15 - HOURS OF WORK

Section 15.1 - Operations Bureau

- A. Hours of Duty - Working hours shall be the equivalent of eighty (80) hours per pay period, with scheduled shifts not to exceed ten (10) hours including mealtime.
- B. Shift and day off schedule:

PPO-PPS SHIFT HOURS

First Relief: 0600-1600
Second Relief: 1300-2300
Third Relief 2000-0600

SGT SHIFT HOURS

First Relief: 0530-1530
Second Relief: 1230-2230
Third Relief 1930-0530

TRAFFIC SHIFT HOURS

PPO-PPS-SGT

First Relief: 0700-1700
Second Relief: 1300-2300

Days off rotation for General Duty PPO's, PPS's, and Sergeants on First, Second and Third relief will be S/S/M and T/W/Th.

Days off rotation for Traffic PPO's, PPS's, and Sergeants will be F/S/S and S/S/M.

- C. Operations Bureau Assignments:
1. 4/10 Work Schedule:
 - General duty and Traffic hours of work and days off are set forth above
 - Community Liaison Officers, K-9, Bike-Beat Officers, and Crime Response Unit personnel hours of work are set forth above, however, the days off rotation may differ.
 - A change in the shift schedule for the Community Liaison positions from the 4/10 to the 5/8 schedule will be made by the Bureau Commander, only to meet the reasonable operating requirements of the Department, to include temporary hardship needs of the employee. A change in the schedule should be made during the shift-bidding period as set forth in Article 12.
 - The Police Training Coordinator regular duty hours are 0600 – 1600 and days off are S/S/M. Early/late assignments starting one hour or less before or after a regular shift shall not be considered an unscheduled shift.

For CID, the 4/10 schedule days off will be F/S/S or S/S/M. Days off for detectives on the 5/8 schedule will continue to be S/S. . Up to four (4) CID Detectives can be assigned to a 4/10 swing shift schedule with a starting time of 1300 hours with the designated days off being F/S/S or S/S/M. In order to maintain adequate staffing within the individual units within the division, and with a minimum of two weeks notice, the Bureau Commander may adjust the days off for detectives on the 4/10 plan from S/S/M to F/S/S or from F/S/S to S/S/M. Days off shall be by departmental seniority and shall be bid prior to October 1st of the preceding year.

Assignment of Detective to swing shift shall be bid once a year by department seniority. Shifts shall be selected annually by October 1st of each year for the next twelve month period. The October bid process is for the following January assignments. If there are an insufficient number of persons bidding, the persons with the lowest department seniority may be assigned.

All flexible work schedules shall be administered in accordance with the City of Tacoma Personnel Management Policy 320.

Shifts shall be selected annually by October 1st of each year for the next twelve month period. The October bid is for the following January assignments.

All Police Officers and Sergeants who have not successfully completed their initial or promotional probationary period prior to the commencement of the next shift assignment will be exempt from this selection process.

Section 15.3 - Alternate Work Schedules Any variations to the above recognized shifts in Sections 15.1 and 15.2 may be made by mutual agreement between the City and the Union.

- a. 12 Hour Schedule: The parties agree to implement an alternative work schedule consisting of twelve (12) hour shifts commencing January 1, 2010. The Fair Labor Standards Act (FLSA) Section 7(k) exemption for computing overtime compensation shall apply.
- b. The work period and specific shift configurations (to include shift hours and days on/days off rotation) shall be as agreed between the parties. The use of "make-up" days, as established with the new schedule, are not an indication that adjustments are required within the work period to avoid FLSA overtime thresholds.

Section 15.4 - Duty Day A duty day shall be defined as a twenty-four (24) hour period following an employee's normal reporting time. The first day off shall be defined as the next twenty-four (24) hour period following the duty day. The second day off shall be defined as the next twenty-four-(24) hour period following the first day off. The third day off shall be defined as the next twenty-four-(24) hour period following the second day off.

Section 15.5 - Scheduled Shift A scheduled shift shall be any tour of duty ordered in the regularly published monthly work schedule, or any other duty assignment made with one hundred-twenty (120) hours or more notice.

ARTICLE 16 - OVERTIME

Section 16.1 - Overtime Employees shall be entitled to overtime compensation based on their regular rate of pay pursuant to Section 1.12.080 of the Compensation Plan. All overtime shall be accounted for and paid in .10 hours increments. Overtime worked on holidays specified in Section 10.4.C shall be paid at time and one-half (1-1/2) of the holiday rate of pay or, at the employee's option, an equivalent amount of compensatory time off.

Section 16.2 - Second Day Off Work Second day off (Sunday equivalent) work of three (3) hours or less in duration shall be paid at the time and one-half (1-1/2) rate with a three (3) hour minimum at the time and one-half (1-1/2) rate. All other work on an employee's second day off shall be paid at the double time rate. Such pay shall be in cash or equivalent compensatory time. Double time rates shall not be paid for changes of a scheduled shift, day off changes, or training assignments, whether or not such affect a second day off.

Section 16.3 - Work on Unscheduled Shift Work on any unscheduled shift shall be compensated at double time for the first shift worked.

Section 16.4 - Compensatory Time Upon earning overtime as outlined in this Agreement, an employee may choose to be compensated for the overtime in cash or equivalent compensatory time off, except as outlined in Section 16.5. Such compensatory time may be accrued up to a maximum bank of two hundred forty (240) hours. Overtime earned which would place the employee above the maximum accrual of two hundred forty (240) hours shall be paid in cash. Such bank of compensatory time may be carried over from year to year and may be taken in a minimum of one (1) hour increments. All use of compensatory time off shall be approved by the Department. Upon separation, each employee shall receive cash compensation for all compensatory time accrued but not used.

Section 16.5 - Overtime funded by Grants When an employee works overtime that is funded by a Grant, the compensation will be overtime cash with no compensatory time allowed.

Section 16.6 - Commute Overtime Employees involved in police action when traveling off duty, to and from work, will be compensated for actual time worked. Officers must seek supervisory approval as soon as practical.

ARTICLE 17 - CALL-OUTS AND COURT APPEARANCES

Section 17.1 - Call-out When an officer is called out, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of three (3) hours at time and one-half (1-1/2) the regular rate. If the call-out is voluntary, the overtime compensation begins when the employee arrives at the station or crime scene. If the employee is ordered to return to work the overtime compensation begins when the employee receives the order to return to work. The supervisor shall specify at the time of the call-out whether the call-out is voluntary or ordered.

Effective January 1, 2010, the Call-out minimum payment shall increase to four (4) hours at time and one-half (1-1/2) the regular rate.

Section 17.2 - Court Appearances When an employee is required to testify in court on a civil or criminal matter, before an administrative agency, mental health commitment proceeding, or an arbitrator, during off-duty time, he/she shall be compensated at the appropriate overtime rate, with a minimum payment of three (3) hours at time and one-half (1-1/2) the regular rate. If

Section 18.9 All other requests for vacation time will be handled in the same manner as holidays, wellness incentive, and compensation time.

Section 18.10 The Bureau Commander or designee will grant and schedule holidays, wellness incentive or compensatory time off as set forth in Section 18.5. Granting of such time off will be subject to the following:

1. Holidays and compensatory time off will be granted on departmental seniority regardless of the kind or amount of leave requested.
2. An employee will not be granted more than two holidays between December 1st and December 31st without the prior approval of his/her supervisor.

Section 18.11- DIVISIONS/UNITS WITH MANDATORY HOLIDAYS

- A. Divisions/Units
 - Chief's Office
 - Administrative Services
 - Criminal Investigations
 - Special Investigations
 - Operations (Staff & Support functions only)
- B. The above divisions/units will observe the following holidays, except as authorized by the Bureau Commander.
 - Independence Day
 - Thanksgiving Day
 - Christmas Day
- C. Standby – An employee assigned to standby on a holiday by the Bureau Commander may work his/her regular shift and shall be paid standby pay for the remaining hours of the holiday without using a mandatory holiday.
- D. The remaining holidays or days off in lieu thereof, shall be taken as set forth above.

ARTICLE 19 - POSTING OF AGREEMENT AND NOTICES

A copy of this Agreement shall be posted in a conspicuous place in the Police Department. Union Bulletin Boards: The employer agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 20 - WORK ASSIGNMENTS

Section 20.1 Employees shall be assigned duties consistent with their job descriptions. When filling temporary vacancies, the department shall consider the existing civil service list for the classification to be filled, and will assign employees to work within proper jurisdictional lines.

The Family Medical Leave Act allows eligible employees to take job protected, unpaid leave, or to substitute appropriate leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any twelve months because of the birth of a child and to care for the newborn child, because of the placement of the child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition, or because the employee's own health condition makes the employee unable to perform the functions of his or her job. In certain cases leave may be taken on an intermittent basis rather than all at once, or the employee may work on a part-time schedule.

Section 22.3 - FMLA Paid Leave

Under certain circumstances an employee may utilize sick leave as part of his/her FMLA leave. Paid sick leave will be taken in accordance with the City's requirements on the use of sick leave. An employee may also utilize accrued vacation, holiday and compensatory time as part of his/her FMLA leave.

ARTICLE 23 - SPECIAL PROVISIONS

Section 23.1

- A. **Clothing and Cleaning Allowance** - The cleaning and clothing allowance in the amount of \$690.00 per employee per year in recognition of agreement of the grooming standards policy shall be paid in one sum on the pay period that includes December 1st. Employees hired after January 1st will have the clothing allowance pro-rated based on the number of months employed in that year.
- B. The City shall provide uniforms for all commissioned police officers where uniforms are required. The City shall provide all police equipment for uniformed and non-uniformed commissioned officers.

Section 23.2 The City shall furnish all motorcycle riding equipment to officers assigned to motorcycle duty when assignment exceeds thirty (30) days.

Section 23.3 – Police Training Officer A Police Officer shall receive an application of rate of five (5) percent of his/her base rate of pay for those hours engaged in training as a Police Training Officer. Police Officers and Patrol Specialists assigned field training officer duties shall be engaged in actual field training assignments no more than six months per year and no more than two consecutive months. At the request of an PTO or PPS, or in the case of emergency shortage of PTO's or PPS', they may engage in actual field training assignments more than six months per year or more than two consecutive months.

Section 23.4 - Patrol Specialist and Specialist Sergeant A Police Officer assigned as a Patrol Specialist shall receive an application rate of five (5) percent above the top step rate of Police Officer.

A police sergeant assigned as a Specialist Sergeant shall receive an applied rate of five percent (5%) above the top step of Police Sergeant. A program shall be established by management prior to when the Specialist Sergeant application of rate becomes effective on January 1, 2010.

Section 23.5 - Bomb Technician An employee assigned as Bomb Technician shall receive an application of rate of five (5) percent above his/her regular rate for those hours so assigned.

- C. These application of rates recognize the increased productivity and performance demands required of the employees while working these hours. It is also intended to be an incentive to increase the experience level of the officers on these shifts.

Section 23.15 - Meth Lab Team An employee assigned to the Meth Lab Team shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

Section 23.16 - SWAT Team An employee assigned to the SWAT Team shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

Section 23.17 - LEOFF II Disability Police Officers represented by Tacoma Police Union, Local 6, covered by the LEOFF II retirement system, shall receive an additional 1 percent application of rate.

Section 23.18 - Mentoring In recognition of the fact that future technology creates needs which did not previously exist for internal training and mentoring, the Union and City agree that highly experienced employees shall be assigned additional duties and shall receive a 2 percent application of rate. Highly experienced employees shall be defined as those with 25 years' service as a commissioned Tacoma police officer. This applied rate will be paid to an employee at the first of the calendar year in which the 25 years of service will be complete.

Section 23.19 – Motorcycle Officers An employee assigned as a Motorcycle Officer shall receive an application rate of five (5) percent above his/her regular hourly rate for those hours so assigned.

Section 23.20 – Search and Rescue An employee assigned to the Search and Rescue Team shall receive an applied rate of five percent (5%) above his/her regular hourly rate for those hours so assigned.

Section 23.21 – CALEA Recognition Effective January 1, 2009, an applied rate of one percent (1%) above the base rate of pay shall be applied in recognition for working toward the attainment of accreditation under CALEA standards as well as the commitment to discuss any and all mandatory subjects of bargaining related to CALEA and the Strategic Plan. Effective January 1, 2010, an additional one percent (1%) or a total of two percent (2%) shall be applied above the base rate of pay in recognition for being accredited and for the successful maintenance of the accreditation. The application of rate will remain in effect so long as the department remains accredited and the commitment to discuss any and all mandatory subjects of bargaining related to CALEA and the Strategic Plan is honored.

Section 23.22 – Bilingual Pay The City recognizes the benefits of having employees who can act as foreign language interpreters. Eligible employees shall receive an application of rate of two (2) percent above his/her base pay according to the terms and conditions of a Bilingual Pay Program established by management. This program and application of rate shall become effective January 1, 2010.

Section 23.23 – PCR Incentive Pay Officers and Supervisors assigned to the 12 hour shift shall receive a one percent (1%) application of rate of pay in addition to their regular base pay when the new 12 hour schedule commences on January 1, 2010. Effective January 1, 2011,

ARTICLE 27 - DISCIPLINE

Section 27.1 All discipline shall be for just cause. An employee may contest a discharge, suspension for 24 hours or more in length, or demotion through the grievance procedure in Article 4 of this Agreement. The filing of such a grievance shall be considered a voluntary and irrevocable waiver of the right to pursue the matter under the Civil Service procedure.

Section 27.2 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 28 - SAVING CLAUSE

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

ARTICLE 29 - EMBODIMENT

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

ARTICLE 30 - EMPLOYEE RIGHTS

Section 30.1 - General Procedures

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action (excluding coaching or counseling) against him/her will be afforded the following safeguards, to include the right, upon the employee's request, to Union representation. Forty-eight Hour Notices are intended to be used by Internal Affairs only.

1. The employee will be informed prior to the interview if the Employer believes the employee is the subject of an investigation unless doing so would jeopardize the investigation.
2. The employee shall be notified in advance of an interview of the nature of the complaint and the identity of the complainant.
3. Upon request by the employee, he/she will be allowed to consult with a union representative prior to answering questions or completing an administrative report. The consultation shall not delay the interview or start of the administrative report by more than two (2) hours

Section 30.2 - Counseling Incidents for which coaching and counseling are appropriate may be handled by the immediate supervisor. Written documentation is at the discretion of the supervisor.

amount of time afforded to the employee. Nothing in this agreement prevents the employer from allowing more time or the employee from waiving his/her right to forty-eight hours before preparing an administrative report or participating in an interview.

5. **Notification** The employee shall be notified of a Forty-eight Hour Notice by personal contact. The personal contact shall be handled in a confidential manner. Thereafter, a written Forty-eight Hour Notice will be served, in a confidential manner, using a standard TPD form.

Section 30.7 - Dismissal, Demotion or Suspension

The Internal Affairs Unit will conduct all interviews that may lead to economic sanctions, including but not limited to dismissal, demotion and/or suspension.

1. If after a complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint, and be provided with a copy of the complaint as soon as practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.
2. The employee will be allowed a minimum of forty-eight (48) hours notice to appear before Internal Affairs to answer questions; however, the employee need not exercise the full time frame if he/she feels that he/she has received all the information necessary to assist in his/her interview.
3. The employee shall be allowed the right to have a union representative and/or an attorney present during the interview.

Section 30.8 - Interviews

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

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

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

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

Section 30.12 - Polygraph Tests

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

Section 30.13 - Use of Deadly Force Situations

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

- E. The PAF Department shall receive seven (7) days in advance of an event, notice from the special events officer regarding the availability of the required number of police personnel. If the required number of acceptable police personnel cannot be obtained from within the Tacoma Police Department, the Chief of Police may contact the Pierce County Sheriff's Department, the City of Puyallup Police Department or other law enforcement departments to obtain additional police personnel in order to achieve the required number of volunteer police personnel for an event.
- F. The hourly pay rate for volunteer work performed under the terms of this Article shall be at time and one-half (1-1/2) the officer's rate of pay.

ARTICLE 32 - TUITION REIMBURSEMENT

The Police department agrees to provide up to \$50,000 in the 2003 – 2004 biennium for tuition reimbursement for bargaining unit employees working toward accredited college degrees. These funds are provided in lieu of City wide training funds. Local 6 members shall be ineligible during the 2001 – 2002 and 2003 – 2004 biennium for reimbursement from City-wide tuition reimbursement funds. Criteria for reimbursement of the Police department training funds are set forth in the attached list.

ARTICLE 33 – DRUG AND ALCOHOL TESTING PROGRAM

Reporting to work under the influence of alcohol and/or illegal drugs is strictly prohibited and may result in disciplinary action, up to and including termination. Treatment/rehabilitation for alcohol or drug abuse undertaken by the employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee. The City policy and procedures shall be followed.

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing in accordance with the city policy and procedures.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering the policy.

ARTICLE 34 – 4TH OF JULY AND TALL SHIPS CELEBRATION

1. Bargaining unit work on the Fourth of July holiday, including work at the Tall Ships celebration shall be staffed as follows:
 - a. The operational period for this agreement will be defined as beginning on July 4 at 0500 and concluding July 5 at 0200.
 - b. The City shall first use those employees who would be regularly scheduled to work on the Fourth of July holiday.
 - c. In the event, there is a need for more personnel than those employees who would be regularly scheduled to work on the Fourth of July holiday to perform bargaining unit work on the Fourth of July holiday, the City shall seek volunteers to perform all such work from the members of the bargaining unit

**APPENDIX A
TACOMA POLICE UNION LOCAL #6**

Bargaining Unit

1. There shall be six (6) steps for Police Officer with six (6) months between steps 1-2, 2-3, 3-4 and one (1) year between the steps thereafter. There shall be two (2) steps for all other classifications, with six (6) months between steps.

2. Wages:

Effective January 1, 2009, the base wage rates for 2008 shall increase as follows:

An annual wage increase of 100% of the June-to-June Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Bremerton area, (6.2%) shall be applied to the base wage of bargaining unit members.

Code	Title	1	2	3	4	5	6
42020	Police Officer	25.52	29.14	30.57	32.04	33.63	35.27
42040	Police Sergeant	40.64	42.66				
42070	Police Detective	36.93	38.78				

Effective January 1, 2010, the base wage rates for 2009 shall increase as follows:

An annual wage increase of 100% of the June-to-June Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Bremerton area, shall be applied to the base wage of bargaining unit members up to a maximum of five percent (5%). In the event the wage increase is not sufficient to maintain the current first (1st) place ranking in the market or is not a minimum of one hundred five percent (105%) above the net hourly average of the market, an amount shall be applied to bring the compensation package consistent with the arbitrator's 2008 ruling. For purposes of this provision and for this contract only, the comparables to be used are the cities of Bellevue, Everett, Kent, Spokane and Vancouver.

Effective January 1, 2011, the base wage rates for 2010 shall increase as follows:

An annual wage increase of 100% of the June-to-June Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Bremerton area, shall be applied to the base wage of bargaining unit members up to a maximum of five percent (5%). In the event the wage increase is not sufficient to maintain the current first (1st) place ranking in the market or is not a minimum of one hundred five percent (105%) above the net hourly average of the market, an amount shall be applied to bring the compensation package consistent with the arbitrator's 2008 ruling. For purposes of this provision and for this contract only, the comparables to be used are the cities of Bellevue, Everett, Kent, Spokane and Vancouver.

3. Longevity pay will be determined as set forth in Article 26 of this agreement.

4. Deferred Compensation: The City will match an employee's deferred compensation contribution to a maximum City contribution of \$192 per pay period.

B. ELIGIBILITY

1. Tuition reimbursement is available to any full-time permanent Tacoma Police Union Local #6 member. Tuition reimbursement is not available for first hire probationary Tacoma Police Officers hired on or after 1-1-98 or Police Officer Recruits.
2. A member must be on the active payroll at the time of application for tuition reimbursement through the date listed by the school as the closing date of the quarter or semester for which the reimbursement is requested.
3. If a member who has been approved for tuition reimbursement, transfers to another City department during the academic semester/quarter, the member will be ineligible for reimbursement.
4. A member taking a leave of absence for any purpose is not eligible for tuition reimbursement.

C. APPROVAL

1. Application for tuition reimbursement requires approval by the Support Services Division Commander or designee.
2. To establish eligibility for tuition reimbursement, a member must obtain management approval and complete necessary paperwork for the course prior to the beginning of each quarter or semester. Receipts for tuition must be presented with requests for reimbursement.
3. Approval for reimbursement is dependent on the availability of funds. Funds are appropriated on a first come first serve basis. Undergraduate courses will take precedent over graduate courses.

D. DISBURSEMENT

1. A grade slip or grade transcript must be presented to obtain reimbursement. Any fees associated with obtaining a transcript or grade certification are the responsibility of the member. To be eligible for tuition reimbursement, applicant must achieve passing grades.
2. Upon receipt of required documentation at the end of the quarter or semester, the member will be reimbursed for tuition as follows:
 - a. Technical and Community Colleges - up to 100 percent of the University of Washington undergraduate tuition rate.
 - b. Four Year Colleges and Universities - up to 100 percent of the University of Washington undergraduate tuition rate for undergraduate and graduate courses. Requests for reimbursement exceeding the above will require a written management recommendation. Resident tuition, less than the University of Washington rate, will be reimbursed at 100 percent of the lesser rate.

Executed this _____ day of _____, 2009.

City of Tacoma
A Municipal Organization

Tacoma Police Union, Local 6, I.U.P.A.

City Manager

President

Human Resources Director

Vice-President

Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

DRAFT

**Memorandum of Understanding
2005
Tacoma Police Union Local 6
and
City of Tacoma**

Subject: Insurance for Survivors in the Event of On-Duty Death

This Letter of Agreement is between the City of Tacoma and the Tacoma Police Union Local 6. It modifies Article 10, Section 10.5 of the 2004 Collective Bargaining Agreement.

In the event of the death in the line of duty of an employee represented by Tacoma Police Union, under the current 2004 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 retirees represented by Tacoma Police Union.

This agreement will expire with the formal adoption, by the Tacoma City Council, of a successor collective bargaining agreement or the inclusion of this issue in the Joint Labor Agreement, which ever comes first.

For Tacoma Police Union

For the City of Tacoma:

President

City Manager

Date

Date

Human Resources Director

Date

DRAFT